



**CITY OF LAMARQUE
CITY COUNCIL
REGULAR AGENDA
of
JULY 11, 2022**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **July 11, 2022**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom (<https://zoom.us/j/92493940502>)**. In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council 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, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

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
4. PRESENTATIONS

4.I. Proclamation -Parks Month

Documents:

[PARKS MONTH.PDF](#)

4.II. CenterPoint Energy - LED Street Lighting

Documents:

[LED PRESENTATION CITY OF LA MARQUE.PDF](#)
[RESIDENTIAL STREETLIGHT BROCHURE.PDF](#)

4.III. GCWA

Presentation to address revisions to prior approved contract

5. PUBLIC SAFETY

5.I. Public Safety Building Update

a brief update from the Public Safety Building Committee

6. 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 (limited to three (3) minutes). If wishing to speak, give the Mayor your full name, address, 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.*

7. CITY MANAGER REPORT

a submitted report to update Council and Community on the standard operations of the City, report can be acknowledged as whole or discussed at the pleasure of Council.

7.I. City Projects Report

- City Engineer's Report
- Light Study Update

7.II. Update - Container Homes

7.III. City Manager's 3 Month Update

8. MINUTES

8.I. For Consideration

Draft Minutes for consideration:

- Regular Minutes 05.09.2022
- Special Minutes 05.17.2022
- Regular Minutes 06.13.2022
- Special Minutes 06.27.2022
- Retreat Minutes 07.05.2022

Documents:

[DRAFT 05.09.2022 REGULAR CITY COUNCIL MINUTES.PDF](#)
[DRAFT 5.17.22 MINUTES.PDF](#)
[DRAFT 6.13.22 MINUTES.PDF](#)
[DRAFT 6.27.22 MINUTES.PDF](#)
[DRAFT 7.5.22 MINUTES.PDF](#)

9. PUBLIC HEARINGS

Conduct Public Hearing to hear public input on:

9.I. Ordinance No. O-2022-0006

amending Section 2-181 of the La Marque City Code of Ordinances to reduce City Manager spending approval rate from \$50,000 to \$25,000 THIS IS THE SECOND AND FINAL READING

Documents:

[AGENDA FORM - PURCHASING.PDF](#)
[ORDINANCE NO. O-2022-0006 - PURCHASING ORDINANCE.PDF](#)

10. ORDINANCES

Discussion/ possible action regarding approving:

10.I. Ordinance No. O-2022-0006

amending Section 2-181 of the La Marque City Code of Ordinances to reduce City Manager spending approval rate from \$50,000 to \$25,000 THIS IS THE SECOND AND FINAL READING

Documents:

[AGENDA FORM - PURCHASING.PDF](#)
[ORDINANCE NO. O-2022-0006 - PURCHASING ORDINANCE.PDF](#)

10.II. Ordinance No. O-2022-0007

Renewal of City Code of Ordinances Chapter 44, Article 1, Section 44-2 : Curfew for Minors THIS IS THE FIRST READING

Documents:

[AGENDA FORM - CURFEW FOR MINORS.PDF](#)
[ORDINANCE NO. O-2022-0007 RENEWED JUVENILE CURFEW.PDF](#)
[ALL LAW ENFORCEMENT REPORTS INVOLVING JUVENILES--CALENDAR YEAR 2021.PDF](#)

10.III. Ordinance No. O-2022-0008

Omega Bay Street Lighting THIS IS THE FIRST READING

Documents:

[ORDINANCE NO. O-2022-0008 OMEGA BAY STREET LIGHTING.PDF](#)
[CIRRO BILLS.PDF](#)

10.IV. Ordinance No. O-2022-0009

updating La Marque City Code of Ordinances : Appendix A THIS IS THE FIRST READING

Documents:

[ORDINANCE NO. O-2022-0009 FEES.PDF](#)
[FEE SCHEDULE.PDF](#)
[DVS FEE SCHEDULE ANALYSIS.PDF](#)

11. RESOLUTIONS- CONSENT

The following items shall be considered for action as a whole unless one or more Councilmembers objects. Unless otherwise specified, the City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

11.I. Resolution No. R-2022-0036
CPE Streetlighting LED Agreement

Documents:

[AGENDA FORM - CPE STREETLIGHT LED.PDF](#)
[LED REPLACEMENT AGREEMENT - CITY OF LA MARQUE.PDF](#)

11.II. Resolution No. R-2022-0037
revision to Resolution No. R-2022-0017: GCWA

Documents:

[AGENDA FORM- AMENDED GCWA CONTRACT.PDF](#)
[RESOLUTION NO. R-2022-0037 AMENDED GCWA CONTRACT.PDF](#)
[LA_MARQUE_-_GCWA_MUNICIPAL_CONTRACT_](#)
[\(COMBINED_MUNICIPAL_PROJECT_2021\).PDF](#)
[EMAIL - DAVIS - SUMMARY.PDF](#)
[REVISED FINANCIAL SUMMARY.PDF](#)
[ORIGINAL FINANCIAL SUMMARY.PDF](#)

11.III. Resolution No. R-2022-0038

Documents:

[RESOLUTION NO. R-2022-0038.PDF](#)
[MOU REACT.PDF](#)

11.IV. Resolution No. R-2022-0039
a resolution awarding RFP 22-01 "Debris Management, Monitoring and Consulting Services"

Documents:

[RESOLUTION NO. R-2022-0039 - DEBRIS MANAGEMENT.PDF](#)
[DEBRISTECH PROPOSAL - LA MARQUE, TX FINAL \(1\).PDF](#)
[DEBRIS SCORE SHEET.DOCX](#)

11.V. Resolution No. R-2022-0040
Purchase of new Fire Reporting Management Software

Documents:

[AGENDA FORM \(WTH DOCUMENTS\) - FIRE REPORTING SOFTWARE.PDF](#)
[RESOLUTION NO. R-2022-0040 FIRE REPORTING SOFTWARE.PDF](#)

11.VI. Resolution No. R-2022-0041

Documents:

[AGENDA FORM - TAPS GRANT AWARD.PDF](#)
[RESOLUTION NO. R-2022-00401 TAPS AWARD.DOCX](#)

11.VII. Resolution No. R-2022-0042

Documents:

[AGENDA ITEM - STORMWATER MANAGEMENT GRANT APPLICATION.PDF](#)
[RESOLUTION NO. R-2022-0042 - SUBMISSION OF GRANT \(TDEM\).PDF](#)
[4485 APPLICATION NOTICE JUNE EXTENSION FINAL 20220411.PDF](#)
[CITY OF LA MARQUE - STORMWATER MANAGEMENT PLAN - BUDGET 03.15.2022.PDF](#)
[APPLICATION - CITY OF LA MARQUE STORM WATER MANAGEMENT PLAN _ GRANTS.TDEM.TEXAS.GOV.PDF](#)
[STORMWATER TIMELINE.PDF](#)

12. APPOINTMENTS

appointments, reappointments, or removals of all City Boards and Commissions

12.I. Applications For Consideration

Ms. Jackie Pennington for Civil Service Commission

Documents:

[APPLICATION- JACKIE PENNINGTON 2022.PDF](#)

13. NEW BUSINESS

Items presented to the Council for discussion and for Council to provide direction:

13.I. Emergency Medical Billing RFP

Documents:

[AGENDA FORM \(WITH DOCUMENTS\) -EMERGENCY MEDICAL BILLING RFP.PDF](#)

13.II. Redistricting

Review of proposed Redistricting Maps and potentially scheduling Drawing Session II

Documents:

[LAMARQUECI_CA_PLANB_SUMMARYVAP.PDF](#)
[LAMARQUECI_CA_PLANB_DETAILEDTOTALPOP.PDF](#)
[LAMARQUECI_CA_PLANB_MAP.PDF](#)
[LAMARQUECI_CA_PLANB_SUMMARYTOTALPOP.PDF](#)
[LAMARQUECI_CA_PLANB_34X44_06212022.PDF](#)
[LAMARQUECI_CA_PLANB_DETAILEDVAP.PDF](#)
[LAMARQUECI_CA_PLANB_PAGES_06212022.PDF](#)

13.III. Introductory Conversation Regarding Community Engagement Center

13.IV. Upcoming Events

City Events and Important Dates for Community Awareness

13.IV.i. Back To School Event- Aug. 6

Documents:

13.IV.ii. Bayou Fest - 10/15

Documents:

[BAYOU FEST FULL PAGE AD 2022.PDF](#)

13.V. Items For The Good Of The Order

Additional items to bring awareness to Council and the Community as well as future agenda item requests are accepted at this time.

14. EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by 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)

14.I. 551.074 (Personnel Matters)

- Begin Evaluations of City Attorney, City Clerk, and Municipal Judge
- Fire and Police Collective Bargaining Update
- Discussion relating to Cost Of Living Adjustment for Fiscal Year 2022-2023

14.II. Section 551.071 (Consultation With Attorney)

Update on City Investigations

15. ACTIONS TAKEN FROM EXECUTIVE SESSION

15.I. 551.074 (Personnel Matters)

- Begin Evaluations of City Attorney, City Clerk, and Municipal Judge
- Fire and Police Collective Bargaining Update
- Discussion relating to Cost Of Living Adjustment for Fiscal Year 2022-2023

15.II. Section 551.071 (Consultation With Attorney)

Update on City Investigations

16. ADJOURNMENT

I hereby certify that the above notice of the meeting was posted at 109-B Bayou Road, La Marque, Texas on or before Friday, July 8, 2022 before 5:30 p.m.

Kierra K. Nance

***This electronic copy is posted for convenience and in compliance with ADA Requirements , a signed version of this agenda can be found with the City Clerk's office.*

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, park and recreation services are vital for communities throughout this country, including La Marque, Texas; and

WHEREAS, park and recreation services establish and maintain the quality of life in our communities, ensuring the health of all citizens and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, park and recreation services build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for individuals with mental or physical disabilities, and improve the mental and emotional health of all residents; and

WHEREAS, parks and open spaces ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives passed an official resolution and has designated July as Park and Recreation Month; and

NOW, BE IT RESOLVED, The City of La Marque celebrates our local parks, Parks Board, and anyone who contributes to the beauty and success of our parks; and

NOW, THEREFORE, we the Mayor and City Council, do hereby proclaim July 2022 as:

"PARKS MONTH"

in the City of La Marque and do hereby urge everyone in the community to visit, explore and engage our local parks.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 8th day of July 2022.



Keith Bell, Mayor

CenterPoint Energy Street Light Luminaire Replacement

LED Street Light Conversion Program

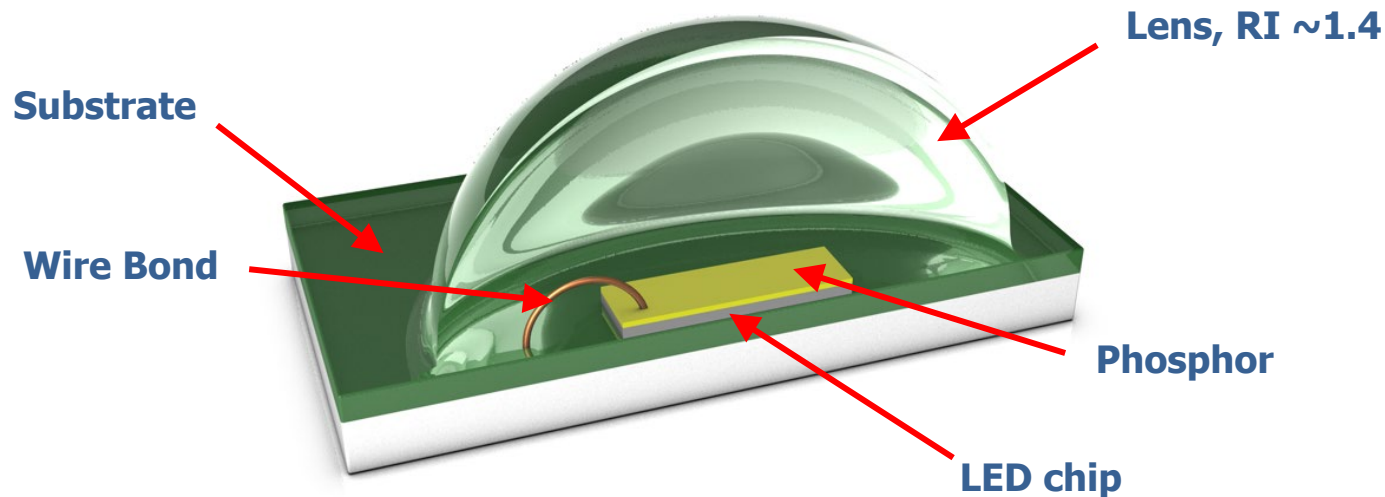
July 11th, 2022

The purpose of this presentation is to provide a brief description of CenterPoint Energy's LED Street Light Conversion Program

- Introduce LED street lighting technology
- Provide information on the conversion project

What is LED?

Light-Emitting Diode: a semiconductor device that emits visible light when an electric current passes through it



The LED Package provides:

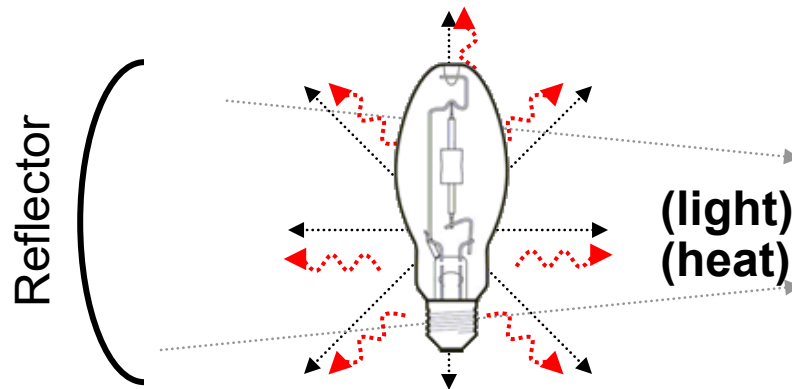
- Protection for the LED chip from the outside environment
- Conductive path to carry generated heat away from the LED chip

Reliability

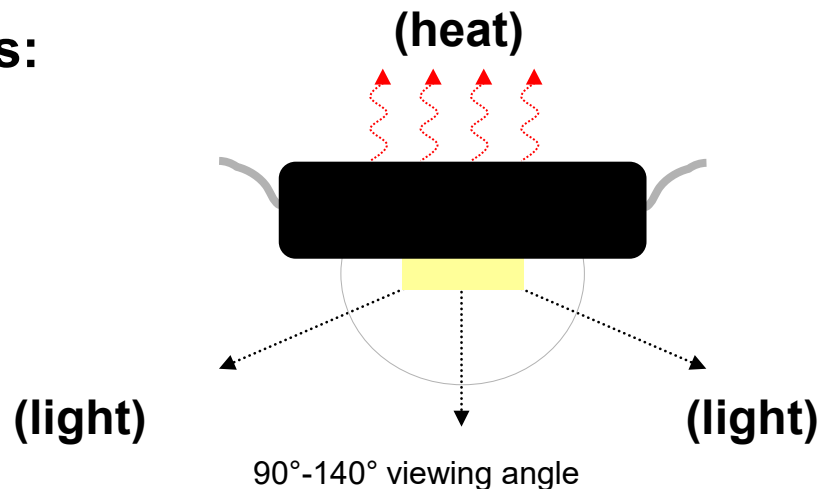
- Lens & encapsulant systems should not discolor under UV and exposure to high amounts of luminous flux

HID Lamp vs. LED Technology

HID lamps:



LEDs:



Technological Differences:

- Directionality of generated light
 - Omni-directional (HID)
 - Directional (LED)
- Means of evacuating generated heat
 - Convection (HID)
 - Conduction (LED)
- Light Source
 - Single (HID)
 - Multiple (LED)

➤ High Pressure Sodium

- Amber/Orange in Color
- Standard Installation
- Economical – 8 year life

➤ Metal Halide

- White/Blue in Color
- Not Economical – 2-3 year life
- More Expensive

➤ Mercury Vapor

- White/Blue in Color
- Restricted Availability
- 1,000 left in system

➤ LED – Light Emitting Diode

- White/Blue in Color
- Highly Efficient – 8-10 Years

Traditional Street Lights vs. LED Luminaires

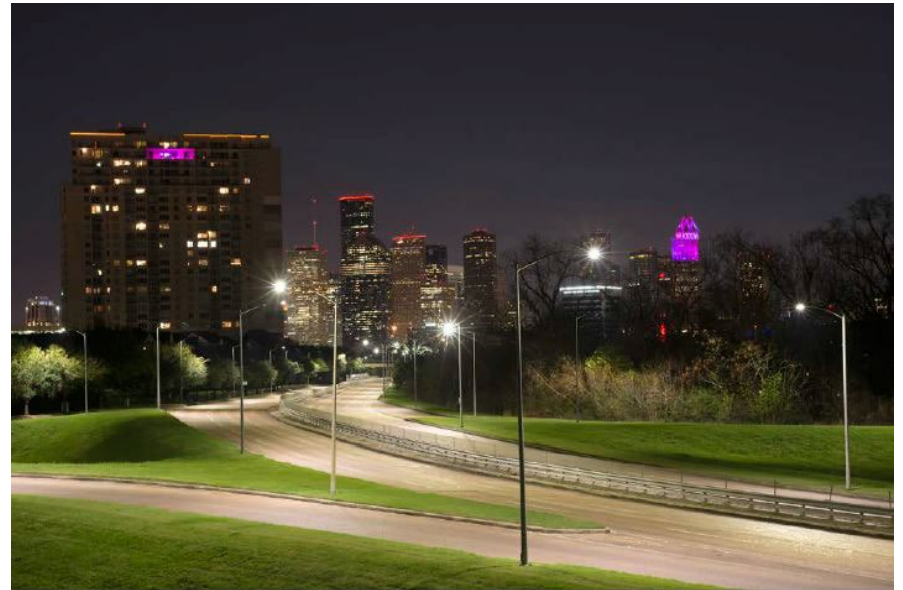
Operate – A Culture of Safety – High Quality White Light

HPS VS LED



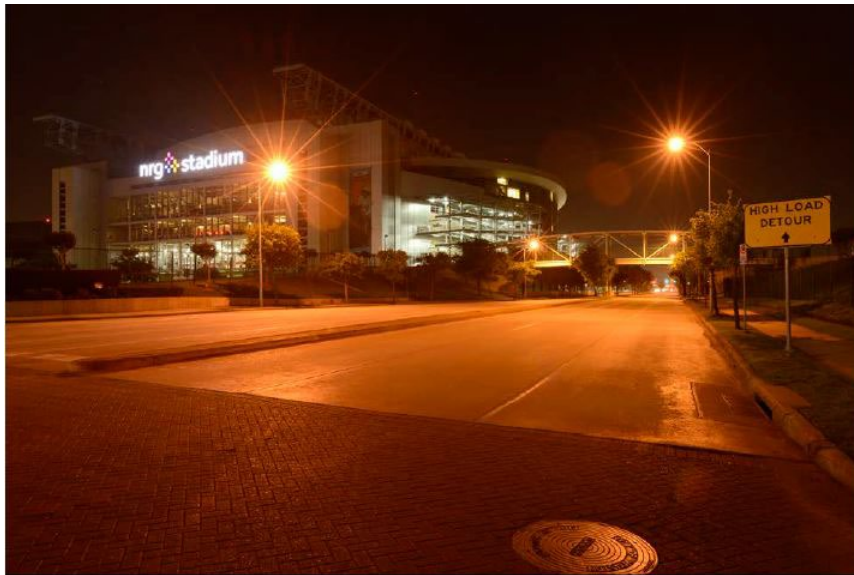
Traditional Street Lights vs. LED Luminaires

HPS VS LED



Traditional Street Lights vs. LED Luminaires

HPS VS LED



LED: Advantages and Disadvantages

ADVANTAGES

- **Energy efficient:** 80% of the electricity used by an LED is converted to light, compared to just 10% for incandescent bulbs.
- **Long and predictable life:** LEDs last up to 100,000 hours or more; substantially longer than High Pressure Sodium and Metal Halide lamps
- **Excellent CRI (color rendering index):** LEDs can produce a high quality of white light that allows the eye to detect colors more effectively.
- **Environmentally friendly:** LEDs emit very little infrared radiation and contain no mercury.
- **Directional lighting:** LEDs focus light in a particular direction, making them useful for spotlight and other applications.
- **Quick turn on and off:** LEDs come on with full brightness instantly. Unlike mercury vapor, metal halide and sodium vapor lamps (commonly used in street lighting), LEDs do not have a problem restarting immediately (hot ignition) following a brief power failure or inadvertent turn off.

LED luminaires may provide up to approximately 60% kWh energy savings for the end-use customer

DISADVANTAGES

- **Cost:** LEDs are currently more expensive than other conventional HID sources.
- **Heat:** LEDs are very heat sensitive. Correct dissipation of heat is necessary to light output and lifespan of the fixture.

Equivalent LED Luminaires

LED Luminaire	Percent of CNP Lamps	Alternative For
45 Watt	~75%	• 100W MV* • 100W HPS* • 70W HPS • 100W MH*
95 Watt	~10%	• 175W MV • 150W HPS • 175W MH
115 Watt	~14%	• 250W HPS • 250W MH
180 Watt	~< 1%	• 400W MV • 400W MH

* MV = Mercury Vapor, HPS = High Pressure Sodium, MH = Metal Halide

- The LED conversion program includes
 - Removal of existing HID luminaire and Photoelectric Relay (PER)
 - Installation of equivalent LED luminaire
 - Installation of “hardened” Photoelectric Relay (PER)

Notes:

- LED luminaire costs have decreased significantly over time and are expected to continue to decline
- Increased life of the LED luminaire, coupled with the “hardened” PER is expected to reduce street light outages

Municipalities will be required to enter into an installation agreement. Some of the terms & conditions included are:

- **Deployment Schedule**

The deployment schedule will be based on the number of lights and current workload

- All new street light installations, including the 6% allotment, will be LED technology
- Agreement to the recently accepted LED tariff rates, and the potential of increased LED tariff rates in the future

KWH Comparison

100 WATT – MERCURY VAPOR

Inventory:	KWH Hours:	Total KWHs Per Month:	Total KWHs Per Year:
1	41	41	492

45 WATT - LED

Total Number of Lights if Converted:	KWH Hours:	Total KWHs Per Month:	Total KWHs Per Year:
1	17	17	204

ANNUAL TOTAL KWH SAVINGS

Unconverted KWHs	Converted KWHs	You Save
492	204	288

100 WATT - HIGH PRESSURE SODIUM

Inventory:	KWH Hours:	Total KWHs Per Month:	Total KWHs Per Year:
86	38	3,268	39,216

45 WATT - LED

Total Number of Lights if Converted:	KWH Hours:	Total KWHs Per Month:	Total KWHs Per Year:
86	17	1,462	17,544

ANNUAL TOTAL KWH SAVINGS

Unconverted KWHs	Converted KWHs	You Save
39,216	17,544	21,672

150 WATT- HIGH PRESSURE SODIUM

Inventory:	KWH Hours:	Total KWHs Per Month:	Total KWHs Per Year:
16	58	928	11,136

95 WATT - LED

Total Number of Lights if Converted:	KWH Hours:	Total KWHs Per Month:	Total KWHs Per Year:
16	32	512	6,144

ANNUAL TOTAL KWH SAVINGS

Unconverted KWHs	Converted KWHs	You Save
11,136	6,144	4,992

250 WATT - HIGH PRESSURE SODIUM

Inventory:	KWH Hours:	Total KWHs Per Month:	Total KWHs Per Year:
18	106	1,908	22,896

115 WATT - LED

Total Number of Lights if Converted:	KWH Hours:	Total KWHs Per Month:	Total KWHs Per Year:
18	38	684	8,208

ANNUAL TOTAL KWH SAVINGS

Unconverted KWHs	Converted KWHs	You Save
22,896	8,208	14,688

TOTAL KWH HOURS SAVED ANNUALLY:

41,640

Questions?



Lighting Design Services

**Standard Decorative
Lighting**

Pole and Luminaire Combinations

Luminaire Choices

**Granville
w/ Cage**



Granville



**Granville
Lunar Optics**



Arlington



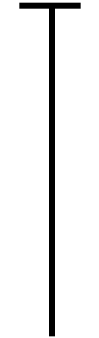
Postop



Traditionaire



Midtown



15'6"
or
20'

Black
Only



Traditionaire Pole

Luminaire Choices

**Granville
with Cage**



Granville



**Granville
Lunar Optics**



Arlington



Postop



Midtown



11'
Black
Only

**CenterPoint
Energy**

Katy Post Pole

Luminaire Choices

**Granville
with Cage**

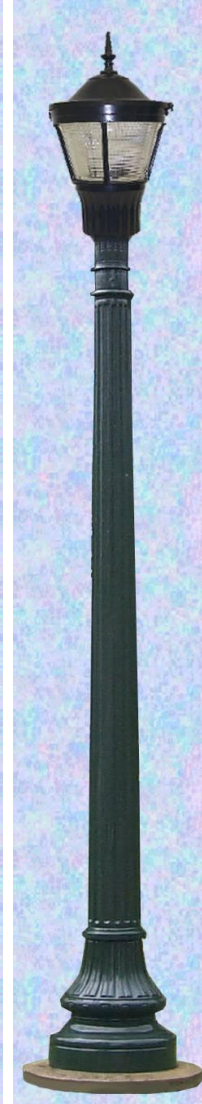
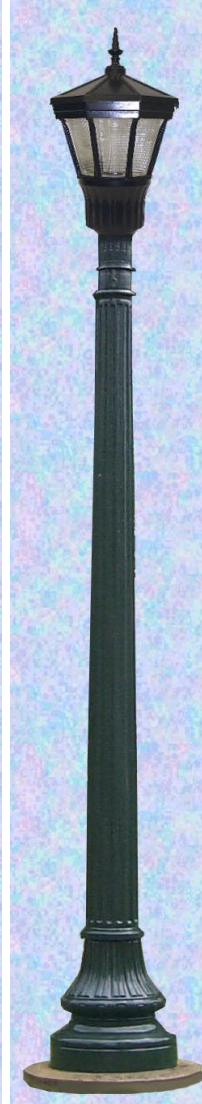
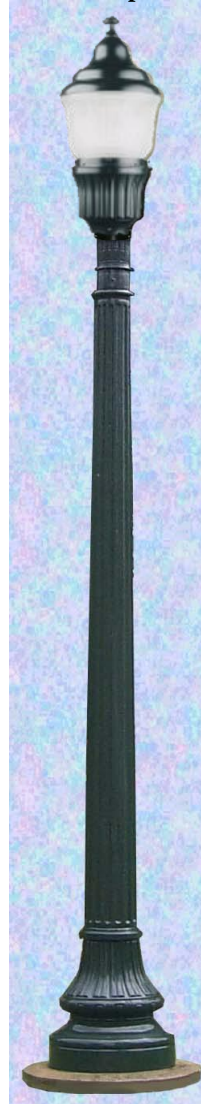
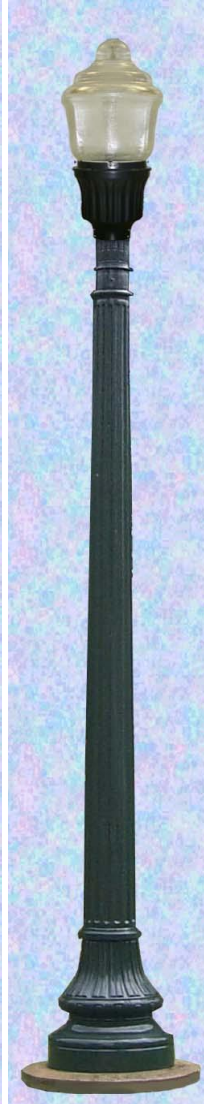
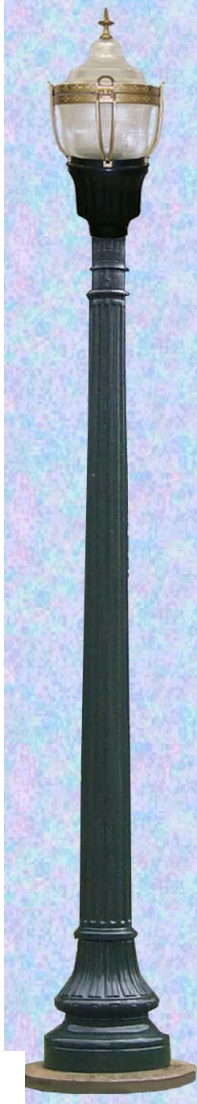
Granville

**Granville
Lunar Optics**

Arlington

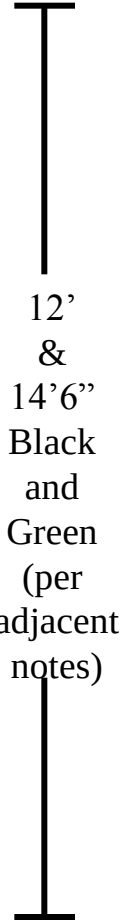
Postop

Midtown



12' Mounting Height Option is available only with green pole and green Granville luminaires with or without decorative cage

14'6" Mounting Height Option is available in all black combinations and green combinations only with Granville luminaires with or without decorative cage.



**Double Luminaire Arm Choices
(not available for Katy Post pole)**



Metro Arm



Traditionaire Arm



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

**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING
of
MAY 9, 2022**

Minutes of a **City Council Special Meeting held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference - ZOOM** and via YouTube. The council will meet for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:07 p.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 (1111 Bayou La Marque, TX 77568)

STAFF:

Cesar Garcia	City Manager
Gus Knebel	Consulting City Attorney
Kierra Nance	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Joshua Pritchett (Resonate) gave the invocation, and all present veterans collectively led the pledge.

(4) PRESENTATIONS/PROCLAMATION

- a. Recognition- Excellence in Financial Reporting
Mayor Bell acknowledged the achievement of the La Marque Finance Department in receiving the Excellence in Financial Reporting Award from GFOA.
- b. Proclamation- 60th Anniversary La Marque Bird Sanctuary
Mayor Bell presented a proclamation to the La Marque Garden Club commemorating 60 years of the City of La Marque being a bird sanctuary.
- c. Proclamation- Teacher Appreciation Week (May 1-7)

Mayor Bell presented a proclamation to Sharonda Kelly- Word who accepted on behalf of the La Marque Public Schools of Texas City ISD, commemorating Teacher Appreciation Week 2022.

- d. Presentation- Conceptual Parks Master Plan- ADURRA/ Parks Board
Craig Forsythe of ADURRA gave a brief presentation summarizing the Conceptual Parks Master Plan. Parks Board Chairman “Rock” Bock spoke on behalf of the Parks Board, sharing how the Parks Board worked in collaboration with ADURRA and the community to draft this conceptual plan and also explained the \$2 monthly parks fee that the citizens see included in their water billing. Vice-Chair Tanya Griffin took a moment to remind the community that the Parks are open, encouraged the community to utilize them, and issued an open invitation for anyone to volunteer at any of the upcoming parks renovation projects.
- e. Presentation- Gulf Coast Water Authority
Brandon Wade, Jake Hollingsworth, and David Davis of Gulf Coast Water Authority (GCWA) gave a presentation introducing the organization to the community, explaining the water rate system, and preparing for the future.
- f. Presentation- Certificates of Obligation- Stifel
David Webb and Brad Angst of Stifel gave a brief presentation offering potential financing options relating to Certificates of Obligation. Mayor Pro Tem Compian asked questions in relation to the tax rate that has been used to draft their presentation, to which Mr. Angst was able to clarify that only the INS tax rate (18.99) was utilized for this presentation. A brief discussion ensued that included talks of timelines, maximum debt capacity, project identification, inflation, and clarifying that the figures presented tonight do not include a tax rate increase to realize these funds.

(5) PUBLIC SAFETY

- a. Safe City Initiative- Resource Crisis Center (RCC)- Cecily Henderson, Executive Director
Cecily Henderson and the Resource Crisis Center (RCC) team gave a brief presentation to introduce the nature of their work and the purpose of the partnership that has been formed. The Resource Crisis Center is a service to assist law enforcement agencies and also victims of domestic and/or family violence, offering shelter, mental health services, crisis intervention services, education, among other services.

(6) 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.**

Robert Michetich (24 Curlew) - Asked that Council discuss the Certificate of Obligation item for public discussion. Also requested that the language of Citizens Participation be changed removing “on a specific agenda item”.

Wayne Hobgood (406 Edgar)- Spoke in relation to Agenda item 12. Referred to his previous appearance before council where he asked for all nonresidents to be removed from boards and commissions He asked that this be rectified tonight.

Clarence Caldwell (3603 Prairie St.)- Issued a complaint regarding City of Texas City, he states that the City of Texas City has taken over the City’s school district and is a neighboring city yet still charges La Marque residents \$10 to enter the Texas City Dike, “what more do they want to take from us”. His second point is to Texas Department of Transportation

Richard Matthews (1A North Curlew)-Spoke to the damages to Omega Bay Roads due to Winter Storm Uri last year. Has been working with FEMA on grant funding for a repair project however, FEMA will not work with a HOA. Mr. Matthews is requesting that the City take this project on and the residents of Omega Bay will cover the cost.

Danny Barnes (26 N Flamingo)- Spoke regarding item 10b. States that the Residential Canal Ordinance was not always enforced and many of the homes in Omega Bay are above the concrete allowance set by the residential canal ordinance, and Mr. Barnes understands that the ordinance was created to prevent flooding, however, Mr. Barnes states the only flooding occurs during storm surges.

(7) PUBLIC HEARING(S)

- a. Conduct Public Hearing to hear public input on adopting **Ordinance No. O-2021-0018**, 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
- b. Conduct Public Hearing to hear public input on adopting **Ordinance No. O-2022-0004**, amending Chapter 29 of the City’s Code of Ordinances; providing an effective date; providing a penalty; and making other findings and provisions related to the subject

(8) ORDINANCES

- a. **Ordinance No. O-2021-0018**, 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 (Chickens)
THIS IS THE SECOND AND FINAL READING
- b. **Ordinance No. O-2022-0004**, amending Chapter 29 of the City’s Code of Ordinances; providing an effective date; providing a penalty; and making other findings and provisions related to the subject (Fireworks)
THIS IS THE SECOND AND FINAL READING

**** Mayor Bell requested that items 7 and 8 be tabled until May 17, 2022. Councilmember Yancy made the motion to table. Councilmember Carlson Seconded.**

(9) RESOLUTIONS - CONSENT

- a. Resolution No. **R-2022-0015**, establishing criteria the City Council will adhere to when conducting redistricting of City Council Districts
Mayor Pro Tem requested that source documents be provided for the public and expressed his discomfort with the idea that the resolution requires a citizen to submit a full plan if they have redistricting requests. City Attorney clarified that the council has the ability to require these but it is not mandatory.
Mayor Pro Tem Compian made a motion to accept Resolution No. R-2022-0015. Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.
- b. Resolution No. **R-2022-0016**, establishing guidelines for the submittal of redistricting plans and comments to the City Council
Mayor Pro Tem took the stance of comments made in Public Hearings should be sufficient, there is no need to also have them submitted in writing.
Councilmember McAuliffe made a motion to approve Resolution No. R-2022-0016. Mayor Pro-Tem Compian seconded the motion.
Mayor Pro Tem Compian made a motion to amend paragraph 5 to read “Comments may be submitted in writing and be legible, and/or be made verbally during public comments”. Councilmember McAuliffe seconded the motion. MOTION PASSED UNANIMOUSLY.
- c. Resolution No. **R-2022-0017**, authorizing a contract with Gulf Coast Water Authority
Mayor Pro Tem Compian clarified some of the financial figures, and also spoke to the idea that the city is considering purchasing more water however, the city loses an average of 50% of water already purchased monthly.
After a lengthy conversation with Gulf Coast water authority, Councilmember Yancy made a motion to approve Resolution No. R-2022-0017. Councilmember Carlson second the motion. MOTION PASSED :4 YAY 1 NAY (Mayor Pro Tem Compian).
- d. Resolution No. **R-2022-0018**, appointing a representative to the Municipal Division Operating Advisory Committee (MDOAC)
Mayor Pro Tem spoke to his frustrations with the current situation with Gulf Coast Water Authority, and preferred that the position be held by an elected official.
Councilmember Carlson made a motion to approve Resolution No. R-2022-0018. Councilmember Yancy seconded. MOTION PASSED UNANIMOUSLY.
- e. Resolution No. **R-2022-0019**, amending the La Marque Public Library Collection Development Policy
Approved under consent.
- f. Resolution No. **R-2022-0020**, approving an agreement for the City of La Marque Street Lighting Improvement Report
Approved under consent.
- g. Resolution No. **R-2022-0021**, accepting Conceptual Parks Master Plan

Councilmembers McAuliffe and Yancy both spoke praises to all involved for their hard work and taking into consideration the lack of parks in District A.

Councilmember Yancy made a motion to approve Resolution No. R-2022-0021. Councilmember Carlson seconded the motion. MOTION PASSED UNANIMOUSLY.

- h. Resolution No. **R-2022-0022**, authorizing an agreement with Hustle 10u for use of Mahan Park

** COUNCILMEMBER CARLSON EXITED THE ROOM AT 8:42

Councilmember Yancy made a motion to approve the contract amending the organization title to “La Marque Girls Softball League”. Mayor Pro Tem Compian seconded.

** Councilmember Carlson returned at 8:42

- i. Resolution No. **R-2022-0023**, approving a final plat for Trails at Woodhaven Lakes Section 1

** *Mayor Bell recused himself from participating in this discussion.*

** Councilmember Yancy made a motion to approve Resolution No. R-2022-0023. Councilmember McAuliffe seconded the motion. MOTION PASSED UNANIMOUSLY.

- j. Resolution No. **R-2022-0024**, authorizing the Police Department to offer a sign-on bonus to all newly hired certified officers
Approved under consent.

- k. Resolution No. **R-2022-0025**, authorizing the submission of COPS Hiring Program Grant
Approved under consent.

- l. Resolution No. **R-2022-0026**, authorizing the City to enter into a Shared Agency Agreement with Motorola Solutions Inc.
Approved under consent.

- m. Resolution No. **R-2022-0027**, authorizing publication of notice of intention to issue certificates of obligation; approving the preparation of the preliminary official statement; and approving other matters incidental thereto

** Item M was removed for consideration.

** Mayor Pro Tem Compian made a motion to approve items E, F, J, K, and L under consent. Councilmember Carlson seconded the motion. MOTION PASSED UNANIMOUSLY.

(10) NEW BUSINESS

- a. Authorizing storage containers to be permitted as homes

Mayor Bell and Councilmember Carlson gave a brief history of the item, identifying that this is a popular living style in other areas, and clarified that these dwellings will be taxed as residences per the Galveston County Tax Assessors office. Development Services Director Kathleen Van Stavern shared concerns that in order to build these homes in a manner that is sustainable and beneficial to the city, it would not necessarily be cost effective.

Councilmember Yancy spoke to reservations regarding the visual aspect of this ordinance, and requested zoning regulations.

Mayor asked Council to submit comments to staff by the first Monday of June so that an ordinance can be drafted and brought to Council at the June meeting.

Councilmember Yancy made a motion to approve the process as directed by Mayor Bell. Councilmember Carlson seconded the motion. MOTION PASSED UNANIMOUSLY.

- b. Amending City Code Section 71.29 Residential Canal Zone
Councilman Carlson requested that an exemption to the 33 percent concrete frontage be issued for the Omega Bay subdivision.

Mayor Pro Tem Compian questioned the City's ability to regulate building and permitting in Omega Bay which is a private subdivision. City Attorney Knebel identified that in the past Omega Bay was included in the zoning ordinance and this item is to resolve that.

Mr. Barnes, HOA President, stood to speak giving a brief history of how development has been handled in Omega Bay in the past.

- ** Councilmember Carlson made a motion to direct staff to initiate the zoning change for the Residential Canal Ordinance. Mayor Bell seconded the motion. MOTION PASSED UNANIMOUSLY.

- c. Electric street lighting for Omega Bay subdivision

Councilman Carlson identified that Omega Bay subdivision has private streets and, in an effort, to assist the subdivision he brought the item to potentially alleviate the financial burden.

Former Councilman Michetich proposed the idea of the Economic Development Corporation assisting with a street lighting project.

Taz Young (323 Poplar), former utility worker, and asked that in the event that the City takes over the lighting billing the City consider that they receive special rates that the HOA does not realize.

Councilmember McAuliffe asked that more data be provided before a decision is made.

Mayor Pro Tem asked City Attorney to clarify what precedent this would set in relation to other HOAs in our city.

- ** This item was tabled until the June 13, 2022 meeting.

- d. Provide direction to City Manager regarding nuisance abatement and property liens

After a lengthy discussion, Councilmember Yancy made a motion to direct City Manager and staff to create a nuisance abatement program. Councilmember Carlson seconded the motion. MOTION PASSED 4 AYES, 1 NAY (MAYOR PRO TEM).

- e. Boards & Commissions Bylaws

- ** No action/directives given.

- f. Canvass Election/Redistricting Meeting - May 17, 2022

- g. Memorial Day- May 30, 2022

- h. New Business items for consideration on next agenda

- ** Councilmember Carlson requested that the purchasing policy be reviewed to reduce the threshold for City Manager authorization without Council approval.

- ** Mayor Bell would like to add the Billboards and Outdoor Signs ordinance to the next meeting.

- i. Announcements of community events/programs

- ** Councilmember McAuliffe announced that she will be returning to in person meetings in June.

- ** Councilmember Carlson gave compliments to everyone who participated in Cinco De Mayo programs, Election Day, and Lemonade Day this past weekend.
- ** Councilmember Yancy gave a belated Happy Mother's Day.
- ** Mayor Bell acknowledged the youth that participated in Lemonade Day and shared his experience at the Cinco De Mayo program. Mayor asked that we continue to move forward in peace and work together to get through the tough times ahead as we work to readjust the budget.

(11) CITY MANAGER'S REPORT

- a. Grant Updates
 - i. American Rescue Plan Act
 - ii. 2017 County Bond Project
 - iii. Main Street Sidewalk Project

- b. City Events Update

City Manager Garcia provided a City Manager's report.

(12) APPOINTMENTS

- a. Appointments/ Removals - Boards, Commissions, Committees
- ** Councilmember Carlson acknowledged Mr. Greg Cornett's resignation from Parks Board
- ** Councilmember Yancy appointed Cynthia Maddox to the Board of Adjustments as an alternate.

(13) EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during 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)

(14) ADJOURNMENT

- ** Councilmember McAuliffe made a motion to adjourn at 10:04 p.m. Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.

Keith Bell
Mayor

Kierra K. Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel
City Attorney

5/17/2022 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 4:39 p.m.

2. ROLL CALL

Keith Bell	Mayor
Kimberley Yancy	Councilmember District A (435 Riverwind Dr. Pearl, Mississippi 39208)
Joe Compian	Mayor-Pro-Tem District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D

STAFF:

Cesar Garcia	City Manager
Gus Knebel	Consulting City Attorney
Kierra Nance	City Clerk

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bell led the Invocation and Councilmember Carlson led the Pledge.

4. CITIZENS PARTICIPATION

Eva Livy (2808 Fannin)- Spoke in relation to Resolution No. R-2022-0027 asking for full disclosure for what the funds will be utilized for stating that it's not the amount that is being considered that makes her uneasy it is not knowing what the money will be spent for.

Robert Michetich (24 N Curlew)- Spoke to his displeasure that Resolution No. R-2022-0027 was placed on a consent agenda and wants to see a full list of capital expenditures before any additional money is spent.

Terry Pettijohn (41 Borondo Stretch)- Spoke about his objection to the Certification of the tax rollback citing discrepancies with the required qualifying documentation of the petitioner.

Justin Pulliam (Rosenberg, TX) - Appreciates open floor policy and transparency in the meeting, runs a "Corruption Report" and keeps an eye out around the state for things going on in local government. He asked anyone who has any evidence of corruption or misdeeds to reach out to him because he hasn't been able to find anything and would like to see, otherwise if he personally did not like something going on in the government and he was qualified to change it he would "throw his hat in the ring" and challenge a sitting official in the next election. He also states that while city government should be fiscally responsible they have an obligation to provide benevolent services.

5. PUBLIC HEARINGS

**Mayor Bell closed the special meeting and entered into Public Hearings at 5:10 p.m.

**Mayor Bell closed the Public Hearings and reconvened the Special meeting at 5:24 p.m.

5.I. Ordinance No. O-2021-0018

Re'chard Loftis (309 Johnson)- States he has been a part of "The Great Chicken Debate" since about 2010, he hopes that the city gets it right this time and is not pleased with how some of this has been handled citing his neighbor's disregard for city code. He hopes that this new ordinance will give him some sort of relief.

Joe Wilson (1440 Howell)- Thanked everyone who has worked on this issue, assuming the ordinance will pass. The initial claim against him was dismissed however it was refiled, and although he doesn't want to go through it again, he will.

Justin McDonald (3 Pine Cir)- Curious as to why intercity locations would allow chickens.

Abril Rubio (305 Martin Luther King Dr.)- Please get this issue resolved.

5.II. Ordinance No. O-2022-0004

Eva Livy- The City has not been able to enforce fireworks violations in the past how will this ordinance be any different? Fireworks are like gunshots, by the time it is reported and someone makes it there, it's over.

6. ORDINANCES

Mayor Bell closed the Public Hearing and reentered the Special meeting at 5:24 p.m.

6.I. Ordinance No. O-2021-0018

Councilmember McAuliffe made a motion to approve Ordinance No. O-2022-0018. Councilmember Carlson seconded. MOTION PASSED UNANIMOUSLY.

6.II. Ordinance No. O-2022-0004

Councilmember Yancy made a motion to approve Ordinance No. O-2022-0004. Councilmember McAuliffe seconded.

Mayor Pro Tem Compian requested that sparklers be removed from Section 29-6(a) paragraph 2 and moved to D(1), exceptions. Fire Chief Merryman shared reasons why the item remained in the section it is found, including that sparklers cannot be suppressed by water, could be a concern for public safety, and also is a leading cause of injury for children under 5.

MOTION PASSED UNANIMOUSLY.

7. RESOLUTIONS- CONSENT

Mayor Bell pulled item 7.1 for discussion.

7.I. Resolution No. R-2022-0027

Brad Angst, Stifel gave a presentation on how the City's budget would be affected by each proposed certificate rate.

City Manager Garcia opened the floor for public discourse, acknowledging that interest rates are rising and that the community has asked the City to find solutions to our community opportunities.

After a lengthy discussion regarding growth calculations, allocations, capital exposures, the proper use of COs, the meaning of passing the Notice of Intent Resolution, overages and underage on projects, payment structures, the possibility of an election, itemization of projects,

It was determined that the present public was in favor of pursuing better streets, water, and a public safety building but wanted to be more involved and aware of how this is being handled.

7.II. Resolution No. R-2022-0028

Councilman Carlson made a motion to adopt Resolution No. R-2022-0028. Mayor Pro Tem Compian seconded the motion. MOTION PASSED UNANIMOUSLY.

8. NEW BUSINESS

8.I. Redistricting

Bob Heath gave a brief synopsis of what the Council is charged with in redrawing maps. Council shared their initial thoughts on the drafted maps by Bickerstaff and asked that the lines be redrawn not to divide neighborhoods and that those in similar geography and demographics be allowed to remain in the same district.

Councilmembers Carlson and McAuliffe were designated as a Redistricting Committee to assist with drawing additional drafts of the map.

9. EXECUTIVE SESSION

There was no executive Session.

10. ADJOURNMENT

Councilmember Yancy acknowledged the importance of Memorial Day and thanked all that participated in the democratic process. She stated that she will continue to do what the good people of District A elected her to do and wants to continue with fairness and equity because hate and divisiveness get us nowhere. She sends her prayers to the people of Buffalo. Every decision made is in consideration of the children and future of La Marque.

Councilmember Carlson asked that the community remember WHY we celebrate Memorial Day, it is for those who gave their lives for their country. Also, there was a tragedy in the community over the past week, and asked the community not to make it political and keep in mind that residents lost their lives.

Mayor Pro Tem announced the Bayou Clean-up this upcoming Saturday at Highland Bayou Park and Galveston's version of Hurricane Huddle on the same Saturday. He also stated that the La Marque Hurricane Huddle would be held on May 28, 2022. God bless everyone in the great City of La Marque.

Mayor Bell acknowledged all those who gave their lives for our freedom and Commissioner Ken Clark's passing. He followed that with the congratulations of Robin Armstrong for being appointed to fill his unexpired term. He closed with an excerpt of the Gettysburg Address. God Bless.

City Manager Garcia announced a food giveaway at City Hall, partnering with the Salvation Army to donate

200 boxes of food on Saturday, and announced a final draft of the ARPA Survey will be sent to Council shortly.

Councilman Carlson made a motion to adjourn. Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.

**Meeting was adjourned at 7:41 p.m.

DRAFT

6/13/2022 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:05 p.m.

2. ROLL CALL

All members of Council were present, in addition to staff members including City Manager Cesar Garcia, City Attorney Gus Knebel, and City Clerk Kierra Nance.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilwoman Yancy gave the invocation and Councilman Carlson led the pledge.

4. PRESENTATIONS

4.I. Proclamation

Mayor Bell presented a Proclamation for Juneteenth. La Marque Juneteenth Committee representative Delon Delafosse accepted the proclamation.

4.II. Certified Public Management Class 2022

The Council and City Manager recognized the (5) employees who completed the CPM Program and they each gave a brief summary of their Capstone project required for graduation.

Alex Getty - Creating Partnerships between Economic Development Corporation and City Staff

Amy Miller - The Intersection of Public Libraries and Social Services

Patty Rees - How to Manage a Hybrid Workforce

Barbara Weidman- Incentive Planning for Fire Department Personnel

Rosemary Bell- Social Media in the Government Sector

4.III. 2022 Summer Interns

Introduction of youth residents selected to participate in the La Marque Summer Internship Program:

Da' Naiyah Nelson (LMHS) - Finance

Bre'Naysia Spurlock (TCHS) - Administration

Chaniya Richardson (HHS)- Fire

Jada Wolf (TCHS)- Development Services

Amaurie Captain (LMHS)- Police

Cymone Swain (LMHS)- Building Maintenance

Christian Stone (LMHS)- Fire Administration

Anthony Wev (LMHS)- Public Works Administration

Zion Thomas (LMHS)- Public Works

Leslie Zuniga (LMHS)- Court

Xavier Thomas (LMHS)- Building Maintenance

Israel Alvarez (LMHS)- Fire

Roddrick Woods (LMHS)- Library

Arriyon Vincent (HHS)- Building Maintenance

***McKinsey Criss (SFHS) - City Clerk's Office was unable to attend.*

4.IV. Workforce Solutions

Graig Harrington of Workforce Solutions gave a brief presentation on the benefits of partnering with Workforce Solutions.

4.V. Southeast Texas Housing Authority

City Representative Georgia Barzilay and Housing Director Rhonda Mitchell gave a brief description of what the organization offers focusing on multi-family rental projects and single-family home purchasing assistance.

5. PUBLIC SAFETY

5.I. Public Safety Building Update

Alec Luong gave a summary of the work that the Public Safety Building Committee has done since its inception and presented the final two conceptual site plans that the committee was given to choose from. The Committee collectively chose Option 2.

Both Mayor Pro Tem Compian and Councilman Carlson asked clarifying questions regarding the building options and Councilwoman McAuliffe acknowledged the length of the presentation but thanked the committee for their commitment to this process.

City Manager Garcia explained that the next steps for this project would be for Council to provide direction at a future meeting. The Council acknowledged that the community should continue to be involved in the process and additional meetings should be held to continue collaboration.

5.II. LMPD Monthly Reports

Chief Aragon gave a brief presentation regarding the reports presented.

6. CITIZENS PARTICIPATION

Jennifer Earl (Executive Assistant to the City Manager) spoke on behalf of Ms. Lois Carelock sent an email requesting that kudos be given to the garden club.

Eva Livy (2808 Fannin St) - states that there are yield signs instead of stop signs at Lake Road, there are 13 in the area, a serious safety issue. States that she only found out about the Public Safety Building Committee two days before the last meeting, she enjoyed the meeting and considered it "the horse to the carriage". Ms. Livy states that although a lot of people don't understand why she does the things that she does but she does it to make the city a better place.

Richard Matthews (18 N Curlew)- Spoke requesting that the City Council allow him to work with City Manager to work towards obtaining funding for the Highland Bayou Watershed project as TCEQ has declared it as a hazard.

Carol Johnson (2808 Fannin St)- Shared her concerns regarding financing a new public safety building when budgets just got approved in May.

Robert Michetich (24 N Curlew)- Spoke regarding an issue from the HOA, relating to the driveway ordinance exception for Omega Bay that was not included in the agenda tonight.

Re'Chard Loftis (309 Johnson)- Shared his concerns with mowing contractor Parrish & Parrish. He states that he has identified at least (3) properties that Parrish & Parrish has records of mowing however the property has not been serviced. He is asking for more accountability for these contractors. He mentioned the residents of Bellview's displeasure with their continued road closure.

7. ORDINANCES

7.I. Ordinance No. O-2022-0005

Councilmember McAuliffe made a motion to approve Ordinance No. O-2022-0005. Councilmember Carlson seconded the motion. MOTION PASSED UNANIMOUSLY.

7.II. Ordinance No. O-2022-0006

Councilmember Carlson made a motion to approve Ordinance No. O-2022-0006. Mayor Pro Tem Compian seconded the motion. MOTION PASSED UNANIMOUSLY.

During the discussion, Councilmember McAuliffe stated that while she has no issues with regulating spending she wants to ensure that this does not cause an undue burden on the business of the City. Mayor Bell requested that a review of this ordinance be held at the beginning of the next calendar year.

Mayor Pro-Tem clarified that this does not affect emergency situations.

8. RESOLUTIONS- CONSENT

Councilmember Carlson made a motion to approve items 8.I to 8.III as written. Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.

8.I. Resolution No. R-2022-0029

8.II. Resolution No. R-2022-0030

8.III. Resolution No. R-2022-0032

8.IV. Resolution No. R-2022-0033

**Removed from consideration by City Manager Garcia

9. APPOINTMENTS

9.I. Boards And Commissions

Councilmember Carlson made a motion to appoint Elise Wagner to the Parks Board. Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.

10. NEW BUSINESS

10.I. Economic Development Corporation

Councilmember Carlson questioned the range of costs provided with the backup documentation. EDC Director Getty clarified that they are simply estimates and clarified that the remodel is budgeted through the Economic Development Corporation's fund balance.

Councilmember McAuliffe made a motion to approve the exterior remodel of 1130 1st Street and 418 Laurel. Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.

10.II. Draft Budget Calendar

Councilmember McAuliffe made a motion to approve the draft budget calendar. Councilmember Carlson seconded the motion.

Councilmember McAuliffe asked that Council be given a list of only the dates that require attendance.

MOTION PASSED UNANIMOUSLY.

10.III. Upcoming Events

City Manager Garcia gave a brief synopsis of future events in the City.

10.III.i. Police Collective Bargaining Negotiations - 6/15

10.III.ii. District A Leading The Way Community Meeting - 6/15

10.III.iii. City Closure (Juneteenth Observation) - 6/20

10.III.iv. Fire Collective Bargaining Negotiations - 6/28

10.III.v. Red, White, & Blue On The Bayou - 7/2

10.III.vi. City Closure (Independence Day) - 7/4

10.IV. Items For The Good Of The Order

Councilmember Carlson requested future agenda items to discuss Omega Bay's lighting request as well as the concrete variance issue in Omega Bay.

Councilman Carlson thanked the Public Safety Building Committee for all of their hard work. He also thanked the staff for the amazing work that they do, especially the automation of the new agendas. He gave thanks to all that attended the Juneteenth event and asked everyone to be safe with July 4th coming up.

Councilmember Yancy requested future agenda items to discuss the District A Community

Engagement Center, Bellview Park and reopening of the street, the Parrish & Parrish concerns that were brought up in citizens' participation, an update from the City PIO, and a Friends of La Marque fund.

Councilmember Yancy announced her enjoyment of participating in Leadership Mainland, and the Delany Cove Bike Parade to be held on July 4th 10:30 -12:30 pm, and a donation of \$300 from the District A funds to this event. She also announced the District A Town Hall Wednesday, June 15, also that she is being awarded a Civil Rights award at the Galveston County Opera House on June 17, 2022. She spoke about some of the events happening in the City mentioning the City Reads events at the Library, the partnership with TWC, and the community town hall to discuss capital projects.

Mayor Pro Tem Compian requested a future agenda item to review the scope of work remaining with McLemore Luong.

Mayor Pro Tem congratulated Councilmember Yancy on her achievement, and God Bless to all.

Councilmember McAuliffe thanked the Public Safety Building Committee for their investment of time and announced Happy Pride Month.

Mayor Bell requested a review of the City Billboard ordinance and a date for the annual City Council Retreat (confirmed 7/5 by staff). Mayor Bell stated Happy Juneteenth to all, and also Happy Father's Day and Happy Pride Month. Mayor encouraged the community to come out to the Red White &Blue on the Bayou event on July 2.

Mayor explained that he took a short break from social media after the tragedy in Uvalde as it affected him in ways he was not expecting and took some time to spend with his family and he now feels revitalized and is back to business. Mayor Bell shared his condolences for the family of a young man who tragically took his life earlier this week. He announced that he will be attending the services for the young man and reinforced how important mental health is in our community.

11. EXECUTIVE SESSION

***Mayor Bell closed the Regular Meeting and entered into Executive Session at 8:37.*

***Mayor Bell closed the Executive Session and reconvened the Regular Meeting at 9:54 p.m.*

11.I. Section 551.071 (Consultation With Attorney)

11.II. 551.071 (Consultation With Attorney)

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

No actions were taken from Executive Session.

12.I. Section 551.071 (Consultation With Attorney)

12.II. 551.071 (Consultation With Attorney)

13. ADJOURNMENT

Councilmember Yancy made a motion to adjourn. Mayor Pro Tem Compian seconded the motion. MOTION PASSED UNANIMOUSLY.

The meeting was adjourned at 10:40 p.m.

DRAFT

6/27/2022 - Minutes

1. CALL MEETING TO ORDER

Councilmember McAuliffe called the meeting to order at 6:02 p.m.

2. ROLL CALL

Keith Bell, **Mayor** (travelling Interstate 45)

Joe Compian, Mayor Pro-Tem/District B (1020 Duroux)

Kimberley Yancy, District A

Michael Carlson, District C

Casey McAuliffe, District D

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Yancy gave the invocation and Councilmember Carlson led the pledge.

4. PRESENTATIONS

4.I. Pride Proclamation

Recited by Councilmember McAuliffe.

5. CITIZENS PARTICIPATION

Eva Livy (2808 Fannin)- Spoke to the need for updating agendas, minutes, website open records logs, and inquired about an app that was promised for the City.

6. PUBLIC HEARINGS

Councilmember McAuliffe closed the Special Meeting and opened the Public Hearing at 6:12 p.m.

There was no public participation.

Councilmember McAuliffe closed the Public Hearing at 6:13 p.m.

6.I. Ordinance No. O-2022-0005

7. ORDINANCES

7.I. Ordinance No. O-2022-0005

Councilmember Carlson made a motion to approve Ordinance No. O-2022-0005 as written.
Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.

8. RESOLUTIONS- CONSENT

Councilmember Carlson made a motion to approve the consent agenda as presented. Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.

8.I. Resolution No. R-2022-0031

8.II. Resolution No. R-2022-0034

8.III. Resolution No. R-2022-0035

9. NEW BUSINESS

9.I. RFP- Disaster Debris

Councilmember Carlson made a motion to approve the Request for Proposal as submitted. Councilmember Yancy seconded the motion. MOTION PASSED UNANIMOUSLY.

10. EXECUTIVE SESSION

There was no Executive Session.

11. ADJOURNMENT

Councilmember Carlson made a motion to adjourn. Councilmember Yancy seconded. MOTION PASSED UNANIMOUSLY.

**Meeting was adjourned at 6:19 p.m.

7/5/2022 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 12:23 am

2. ROLL CALL

Keith Bell Mayor

Joe Compian Mayor Pro Tem

Kimberley Yancy District A

Michael Carlson District C

Casey McAuliffe District D (arrived at 1:04 p.m.)

3. NEW BUSINESS

3.I. Mayor & Council Expectations

- City Manager Garcia showed a visual with a general idea of what the Council/Staff Relationship looks like in terms of duties. Council agreed that the work should be reflective of the following:
 - Purpose & Vision (90/10)
 - Strategic Goals (80/20)
 - Priority Action Items (between 60/40 or 50/50 variable)
 - Planning & Oversight (40/60)
 - Projects (20/80)
 - Day to Day (10/90)

3.II. City Manager Expectations

- Focus on the positive
- Change the narrative
- Proper training of employees
- Proper training of employees
- Provide accountability
- Share deliverables
- Tell our stories better- showcase accomplishments
- Make Council aware of important information: major incidents, situations that could cause financial impact
- Increased PR presence
- (Budgeted) Cultural diversity events
- (Currently) Changing the culture and Council appreciates it
- Requested Department Head roundtable for staff input and expectations
- Do a better job of responding to misinformation in real time: address issues not people

3.III. Working Lunch (11:30-1:30)

Brief discussions regarding Capital Improvements and potentially available Texas City Independent School District properties including: Complete the Street projects (waterline, stormwater, drainage, lights, & streets are repaired at once), Watermain Breaks, Working to become a Ditchless City, and infrastructure projects expected through 2035.

The ARPA Survey was also discussed as some of the Capital Improvements items are to be considered for ARPA funding. Council requested that two additional items be added \$500,000 for rental assistance programming and \$250,000 for emergency repairs for seniors.

3.IV. Budget Priorities

- Proposed separation of Water & Wastewater funds
- COLA
- Current state Purchasing
- Personnel needs regarding applicants, entry pay, staff retention, and reduction of vacancies
- Ditch maintenance crew
- Maintain Easements

3.V. Discussion Regarding The Civility Of Local Political Rhetoric And Meetings

- Concerns regarding Safety and Security of Council and Staff
- Desire to shorten the length of meetings

3.VI. Roundtable Discussion

- TML Conference Oct. 5-8, 2022
 - Possible attendees: Mayor Bell, Mayor Pro Tem Compian, Councilmembers Carlson & Yancy, City Manager, Public Relations Officer, Finance Director, Public Works Director, Library Director, and/or City Clerk

4. EXECUTIVE SESSION

Mayor closed the retreat and entered into executive session at 5:13 p.m.

Mayor ended the executive session and reconvened the retreat at 5:34 p.m.

4.I. Section 551.074 (Personnel Matters)

5. ADJOURNMENT

The retreat was adjourned at 5:36 p.m.



CITY COUNCIL AGENDA FORM

Meeting Date: July 11, 2022

Agenda item: _____

Prepared by: Kierra Nance

Reviewed by: _____

Department: Mayor & City
Council

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2022-0006**, amending Section 2-181 of the La Marque City Code of Ordinances THIS IS THE SECOND AND FINAL READING

☒ **ATTACHMENTS FOR REFERENCE**
Proposed Ordinance

STAFF BRIEFING:

Councilmember Carlson requested in a May 2022 Council Meeting that this item be reviewed.

HISTORY:

Passed on first reading June 13, 2022

TARGET IMPLEMENTATION: July 11, 2022

SIGNIFICANT ACTION DATES:

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 adopt Ordinance No. **O-2022-0006**, amending Section 2-181 of the La Marque City Code of Ordinances

FISCAL IMPACT:

ORDINANCE NO. O-2022-0006

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING SECTION 2-181 OF THE ORDINANCES OF THE CITY OF LA MARQUE.

WHEREAS, the purchasing and contracting authority of municipalities is subject to numerous state and federal laws, including Local Government Code § 252.001 *et seq.*;

WHEREAS, the City of La Marque Charter contains additional requirements for expenditures of City funds;

WHEREAS, the City has been requested to adopt and updated procurement policy as part of the grant submittal process;

WHEREAS, the City Council finds it to be in the best interest of the City of La Marque to update the City Code of Ordinances and procurement policy;

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

Section 1. That, Section 2-181 of the City of La Marque Code of Ordinances is hereby amended to read as follows:

Purchase Amount	Approvals Required
\$0-\$2,999	Department Director, Finance Director through requisition process, subject to oversight by City Manager and compliance with procurement and personnel services
\$3,000-\$24,999	City Manager, Finance Director, Department Director through requisition, purchase order, check request or other formal advance approval processes, subject to compliance with procurement and personnel policies
\$25,000 or more	City Council, City Manager, Finance Director, Department Director in compliance with state and federal procurement laws, City Charter, and procurement policies.

Section 2. 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 3. 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 4. Publication and Effective Date. This Ordinance shall be effective immediately upon passage by City Council, a 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 in accordance with State and Local law.

PASSED AND ADOPTED by the City Council of the City of La Marque on First Reading this **13th** day of **June, 2022**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this **11th** day of **July, 2022**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: July 11, 2022

Agenda item: _____

Prepared by: Kierra Nance

Reviewed by: _____

Department: Mayor & City
Council

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2022-0006**, amending Section 2-181 of the La Marque City Code of Ordinances THIS IS THE SECOND AND FINAL READING

☒ **ATTACHMENTS FOR REFERENCE**
Proposed Ordinance

STAFF BRIEFING:

Councilmember Carlson requested in a May 2022 Council Meeting that this item be reviewed.

HISTORY:

Passed on first reading June 13, 2022

TARGET IMPLEMENTATION: July 11, 2022

SIGNIFICANT ACTION DATES:

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 adopt Ordinance No. **O-2022-0006**, amending Section 2-181 of the La Marque City Code of Ordinances

FISCAL IMPACT:

ORDINANCE NO. O-2022-0006

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING SECTION 2-181 OF THE ORDINANCES OF THE CITY OF LA MARQUE.

WHEREAS, the purchasing and contracting authority of municipalities is subject to numerous state and federal laws, including Local Government Code § 252.001 *et seq.*;

WHEREAS, the City of La Marque Charter contains additional requirements for expenditures of City funds;

WHEREAS, the City has been requested to adopt and updated procurement policy as part of the grant submittal process;

WHEREAS, the City Council finds it to be in the best interest of the City of La Marque to update the City Code of Ordinances and procurement policy;

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

Section 1. That, Section 2-181 of the City of La Marque Code of Ordinances is hereby amended to read as follows:

Purchase Amount	Approvals Required
\$0-\$2,999	Department Director, Finance Director through requisition process, subject to oversight by City Manager and compliance with procurement and personnel services
\$3,000-\$24,999	City Manager, Finance Director, Department Director through requisition, purchase order, check request or other formal advance approval processes, subject to compliance with procurement and personnel policies
\$25,000 or more	City Council, City Manager, Finance Director, Department Director in compliance with state and federal procurement laws, City Charter, and procurement policies.

Section 2. 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 3. 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 4. Publication and Effective Date. This Ordinance shall be effective immediately upon passage by City Council, a 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 in accordance with State and Local law.

PASSED AND ADOPTED by the City Council of the City of La Marque on First Reading this **13th** day of **June, 2022**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this **11th** day of **July, 2022**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: 7.11.2022
Prepared by: Chief R. Aragon
Department: Police

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION: Renewal of Chapter 44, Article 1, Section 44-2, Curfew for Minors *THIS IS THE FIRST READING*

☒ **ATTACHMENTS FOR REFERENCE (All reference items in the order of importance)**

1. Proposed Ordinance- Curfew for Minors
2. Listing of Specific Interactions with Minors

STAFF BRIEFING: Local Government Code, Section 370.002 stipulates that a review of any juvenile curfew ordinance must be reviewed before the third anniversary of the date of adoption.

Because the current City of La Marque ordinance relating to a juvenile curfew expired on July 8, 2022, it needs to be republished and remain status quo.

HISTORY: Though no curfew citations were issued since the current ordinance was enacted (July 8, 2019), the attachment (citing calendar year 2021) lists (1) Number of interactions with juveniles, (2) Number of accidents involving juveniles, and (3) Number of crimes involving juveniles.

TARGET IMPLEMENTATION: August 9, 2022

SIGNIFICANT ACTION DATES:

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	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt **Ordinance No. O-2022-0007** ratifying republication of Chapter 44, Article 1, Section 44-2, Curfew for Minors

FISCAL IMPACT: N/A

ORDINANCE NO. O-2022-0007

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS ESTABLISHING A CURFEW FOR ANY PERSON UNDER THE AGE OF SEVENTEEN YEARS DURING CERTAIN HOURS; MAKING IT UNLAWFUL FOR ANY PARENT OR PERSON IN LOCO PARENTIS ENTITLED TO CUSTODY OR CONTROL OF A MINOR TO VIOLATE THIS SECTION AND PROVIDING PENALTIES; PROVIDING FOR AN ANNUAL REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of La Marque has a paramount responsibility to protect the juveniles within its City boundaries; and

WHEREAS, there is a potential relationship between an increased number of motor vehicle crashes involving juveniles and certain night time hours within the United States; and

WHEREAS, there is a potential relationship between an increased number of crimes involving juveniles and certain night time hours within the United States; and

WHEREAS, the City of La Marque wishes to promote the safety and the good order of the community by reducing the potential incidents of juvenile victims and juvenile criminal activity. NOW, THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

That Chapter 44, Section 44-2 of the Code of Ordinances of the City of La Marque is hereby adopted and shall read as follows:

SECTION 44-2 (a) CURFEW FOR MINORS

For the purpose of this Article, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not mere directory.

DEFINITIONS: For the purposes of this section, the following words or terms shall have the meaning ascribed thereto:

- (1) **Establishment.** Any privately-owned place of business carried on for a profit or any place of amusement or entertainment to which the public is invited.
- (2) **Operator.** Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment; and whenever used in any clause prescribing a penalty, the term as applied to associations or

partnerships shall include the members or partners thereof and as applied to corporations shall include the officers thereof.

- (3) **Parent.** Any natural parent of a minor, a legal guardian, or any adult person, eighteen (18) years or older, in whose care the minor has been placed by the natural parent or legal guardian.
- (4) **Public Place.** Any public street, highway, road, alley, park, playground, public building, parkway or vacant lot.
- (5) **Remain.** To stay behind, to tarry and stay unnecessarily upon a public place, including congregating in groups totaling four (4) or more minors in which any minor included would not be using the public place for any ordinary or serious purpose such as passage or going home. To implement this definition with more precision and precaution, numerous exceptions will be provided hereinafter to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to minors with increasing years and advancing maturity as appropriate in the interest of reasonable regulation.
- (6) **Minor.** Any person under the age of seventeen (17) years of age.
- (7) **Official City Time.** The prevailing local standard of time at the date in question, whether Central Standard Time or Daylight Savings Time, as observed by the public. The time maintained by the La Marque Police Department shall be prima facie evidence of the time of day for continued implementation of this article.
- (8) **Years of Age.** This term means the time from one birthday, such as sixteen, to the next, but not including the date of the next birthday. Thus, upon a person's seventeenth birthday, he or she will cease to be a minor regulated by this ordinance.

SECTION 44-2 (b) CURFEW

- (a) It shall be unlawful for any person under seventeen (17) years of age to purposely remain, walk, run, stand, drive or ride about in or upon any public place in the City of La Marque between the hours of 11:00 p.m. and 6:00a.m. on a Sunday, Monday, Tuesday, Wednesday, or Thursday and between the hours of 12:00 a.m. (midnight) and 6:00 a.m. on Friday or Saturday, times being local time in the City of La Marque; and,
- (b) 9:00 a.m. until 3:00 p.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday; provided, however, the hours defined in this paragraph shall not be considered as Curfew Hours for minors not subject to compulsory school attendance pursuant §25.085, Texas Education Code, nor shall the hours defined in this paragraph be considered as Curfew Hours on days or during

periods in which the school where the applicable minor is enrolled have been canceled under the order and direction of officials authorized to issue such orders and directives.

SECTION 44-2 (c) EXCEPTIONS

In the following exceptional cases, a minor in or upon any public place or in and upon any establishment shall not be deemed in violation of this article; this section is intended as a clear general guide for minors, their parents, and enforcement officials.

- (1) When the minor is accompanied by his or her parent, legal guardian, or authorized adult supervisor;
- (2) When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the rights of assembly. It shall be deemed a bona fide exercise of such rights if the assembly, whether parade or demonstration, is conducted pursuant to bona fide religious, social, or school activities, or has been permitted by the City of La Marque pursuant to the code of ordinances of the City of La Marque.
- (3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian, or supervisory adult, including travel to and from such location by a direct route;
- (4) When the minor is on the sidewalk at the place where such minor resides, or on the sidewalk of either next door neighbor, when said neighbor does not object to such presence;
- (5) When the minor is engaged in employment, or any employment activities;
- (6) If married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code;
- (7) All of the above cited exceptions to the curfew ordinance include travel to and from such activity by a direct route, and this article is in no way to be construed as a limitation upon normal travel by a minor engaged in interstate movement;
- (8) Each of the foregoing exceptions are severable and in addition other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of student government associations, school personnel, citizens, neighborhood spokesman, parents, officers, and persons in authority concerned positively with minors as well as juvenile delinquency.

SECTION 44-2 (d) PARENTAL RESPONSIBILITY

It shall be unlawful for a parent knowingly to permit a minor in his or her care to be or remain in any public place or to be or remain in any establishment other than for exempt activities during the curfew hours established by this article. The term "knowingly" includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a minor in such parent's custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of a minor's whereabouts during the hours of curfew established by this article.

SECTION 44-2 (e) POLICE PROCEDURE

- (a) A La Marque police officer, upon finding or having his or her attention called to any minor in or on a public place or in or on the premises of a business establishment in prima facie violation of this article, may, if there exists reasonable grounds to believe that the minor has engaged in delinquent conduct or conduct indicating a need for supervision in accordance with Section 51.03 and 52.01 of the Texas Family Code, take the minor into custody. A parent shall be immediately notified to pick up the minor upon his or her arrival to the La Marque Police Department. A police officer taking a minor into custody shall also have discretion to deliver such minor to a parent under circumstances deemed appropriate by the officer.
- (b) Upon picking up a minor in custody, said parent shall be questioned about the circumstances of such activity of the minor. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, and impartial and uniform enforcement and recording, thus making available experienced supervisory personnel, the best of facilities, and, if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, a police officer on the street may use his or her best judgment in determining age. Police procedures shall be constantly refined in the light of experience, and changes herein may be made on the basis of such experience.
- (c) In any event, a police officer shall within twenty-four (24) hours file a written report on the minor incident or shall participate to the extent possible in the preparation and filing of such report by his supervisor.
- (d) When a parent has come to take charge of a minor and the appropriate information has been received, the minor shall be released to the custody of such parent. If the parent cannot be located or fails to take charge of the minor, then the minor shall be released to any adult blood relative. However, the police department shall have the discretion to refuse to turn the child over

to persons other than the natural parents or legal guardians, if circumstances warrant such refusal in their opinion.

(e) A La Marque police officer taking into custody a person younger than seventeen (17) years of age for violation of the curfew herein set, shall, without necessary delay:

1. Release the person to the person's parent, guardian or custodian; or
2. Take the person to a place designated as a juvenile curfew processing office by the La Marque Chief of Police; or
3. Take the person before a justice or municipal court to answer the charge.

SECTION 44-2 (f) PENALTIES

Prevailing community standards as reflected by this article require the availability of criminal penalties in order for this article to be a viable instrument for the maintenance of such standards. Consequently, violation of this article by any person shall be deemed to be a misdemeanor punishable by a fine not exceeding five hundred dollars (\$500.00). Minors who shall violate the provisions of this article three (3) times shall be subject to appropriate action by juvenile authorities.

SECTION 44-2 (g) SEVERABILITY

Severability is intended throughout and within this article. If any provision, including any section, paragraph, sentence, clause, phrase or word or the application thereof to any person or circumstances is held invalid, the application to other persons or under other circumstances shall not be affected thereby and the validity of the provision in any and all other respects shall not be affected thereby. It is intended that this provision be held inapplicable in any case if such exists, where its application would be unconstitutional construction hereof is intended and shall be given. There is no intent herein to violate either the Texas Constitution or the Constitution of the United States.

SECTION 44-2 (h) REVIEW OF JUVENILE ORDINANCE

Before the third anniversary of the date of an adoption of a juvenile curfew ordinance and every third year after, the governing body shall:

- (1) review the ordinance's effects on the community and on problems the ordinance was intended to remedy; and
- (2) conduct public hearings on the need to continue the ordinance; and
- (3) abolish, continue, or modify the ordinance.

Failure to act in accordance with Section 44-2 shall cause the ordinance to expire upon the third anniversary date of adoption."

SECTION 44-2 (i) REPORTING

"The La Marque Police Department shall provide to the City Council at its February meeting each calendar year a report outlining the following information as it relates to this Ordinance:

- 1) Number of interactions with minors,
- 2) Number of accidents involving minors, and
- 3) Number of crimes involving minors

Upon acceptance of the report by the La Marque City Council, the report shall; be published on the city website on the La Marque Police Department page."

PASSED AND APPROVED by City Council of the City of La Marque on the first reading this 11th day of July 2022.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on the second reading this _____ day of _____ 2022.

EFFECTIVE DATE: This Ordinance will become immediately after passage.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Kierra K. Nance, TRMC
City Clerk

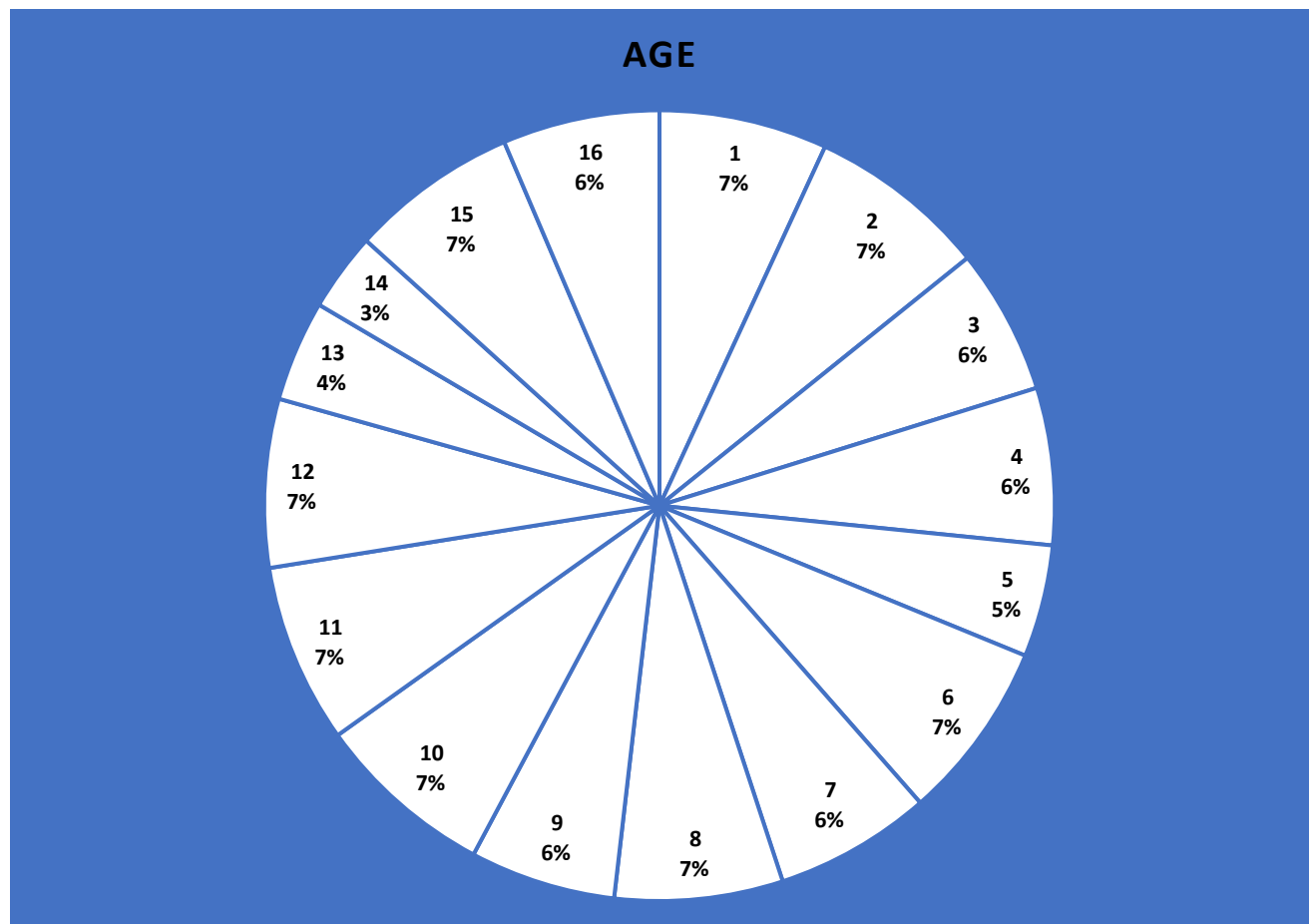
APPROVED AS TO FORM:

Gus Knebel, City Attorney

All Law Enforcement Reports Involving Juveniles – 2021

Case Role	Count of Report Type
Involved Other	108
Offender	51
Victim	151
Witness	16

All Law Enforcement Reports Involving Juveniles (by Age) – 2021



All Juvenile Arrests - 2021

Offense Type	Race	Age
UUMV (Stolen Vehicle)	W	16
Assault Causes Bodily Injury F/V	W	13
Terroristic Threat	B	14
Evading Arrest / Crim Trespass	B	14
Burglary Motor Vehicle	B	14
UUMV / Resisting Arrest	W	16

All Juvenile Citations – 2021

Description	Age
Theft Under \$100	14
No Driver's License	16
Display Expired License Plates	16
Theft Under \$100	15
Theft Under \$100	16
Drove On Wrong Side Of Road	16
No Driver's License	16
ASSAULT-FAMILY VIOLENCE	11
ASSAULT PHYSICAL CONTACT	14
Theft Under \$100	15
Theft Under \$100	16
Theft Under \$100	16
Theft Under \$100	15
Fail To Drive Single Lane	16
ASSAULT PHYSICAL CONTACT	12
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	15
*Speeding - 10% Or Over	15
No Driver's License	15
Theft Under \$100	16
Theft Under \$100	16



All Motor Vehicle Accidents Involving Juveniles – 2021

Total Juveniles Involved	147
Total Juvenile Drivers	8
Total Juvenile Passengers	137
Total Juvenile Pedestrians	2



ORDINANCE NO. O-2022-0008

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING THE EXPENDITURE OF FUNDS FOR STREET LIGHTS IN THE OMEGA BAY SUBDIVISION

WHEREAS, the subdivision of Omega Bay is located in the City of La Marque, Texas;

WHEREAS, Omega Bay is within the city limits of the City of La Marque, Texas but the area within the subdivision, including the streets are privately owned;

WHEREAS, the City of La Marque Texas maintains easements across the privately owned streets in Omega Bay in order to provide city services and emergency services including sanitary sewer and potable water systems;

WHEREAS, the use of the privately owned streets in Omega Bay is the only way the City of La Marque, Texas may provide city services and emergency services to the residents of Omega Bay; and

WHEREAS, by lighting the privately owned streets in Omega Bay the City of La Marque, Texas will be better able to provide city services and emergency services to the residents of Omega Bay and to respond to emergency situations including sanitary sewer and potable water system breakages.

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

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. The City shall assume and pay an amount not to exceed \$300 per month without Council approval to cover electricity costs to operate the streetlights along privately owned streets in Omega Bay. City Council does not intend to and nothing in this Ordinance shall be construed to evidence an intent of the City to accept the streets, streetlights, or other common elements in the Omega Bay subdivision into the City's public improvements. Nothing herein shall obligate the City of La Marque, Texas to maintain or improve the streets, streetlights or other common elements in the Omega Bay subdivision.

Section 3. 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 4. Publication and Effective Date. This Ordinance shall be effective thirty days after final passage by City Council, a 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.

PASSED AND APPROVED by the City Council of the City of La Marque on First Reading this 11th day of July, **2022**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this _____ day of _____, **2022**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
City Attorney



Cirro Energy Account: 008 000 158 663 - 7 Date Due: 06/27/2022
Customer Name: OMEGA BAY IMPROVEMENT COMMITTEE

Questions or Comments?

Cirro Energy
P.O. Box 2229
Houston TX 77252-2229

Customer Service:
1-800-692-4776
BusinessServices@cirroenergy.com
Mon - Fri 8:30 AM - 5:30 PM CST

Invoice Number	Amount Due
111 037 393 728 - 9	\$216.21

Account Summary	Billing Date: June 10, 2022
Previous Amount Due	\$227.02
Payment 05/20/2022	-227.02
Balance Forward	0.00
Total Current Charges	216.21
Total Due	\$216.21

Billed ESI IDs - Detail Charges

	Account Number	Service Address	Rate per kWh	Energy Charge	TDSP Charges	Monthly Service Charge	Nodal Congest. Charge	Total Sales Tax	PUC	GRT Reimburse	Other Charges	Total Current Charges
1	17511921	1 S OMEGA UNIT 175W SECLT	0.049990	3.55	9.61			1.52	0.03	0.37	4.95	20.03
2	17511922	13 S OMEGA UNIT 100W SECLT	0.049990	37.49	134.86			14.96	0.30	3.62	4.95	196.18
TOTAL BILLED				41.04	144.47			16.48	0.33	3.99	9.90	216.21

Billed ESI IDs - Additional Details

Your current fixed-rate electricity plan will expire with your first meter read on or after the expiration date associated with each Electric Service Identifier (ESI ID) below.

						Sales Tax Detail					
	ESI ID	Rate Plan Description	Contract Expiration Date	Average Price Paid per kWh	For Outages or Emergencies Call:	City Sales Tax	County Sales Tax	State Sales Tax	Special Tax	Other Taxes	Total Sales Tax
1	10400513272270001	Smart Lock Business	06/30/2022	0.261	888-866-7456	0.36		1.16			1.52
2	10400513272270002	Smart Lock Business	06/30/2022	0.242	888-866-7456	3.63		11.33			14.96

Billed ESI IDs - Usage & Readings

				Meter Readings (kWh) (E) = Estimated						Service Period	
	ESI ID	Service Address	Meter Number	Previous Reading	Current Reading	Multiplier	Energy Used (kWh)	Power Factor	Demand	Begin Date	End Date
1	10400513272270001	1 S OMEGA UNIT 175W SECLT	UNMETERED	0	0	1	71			04/19/2022	05/19/2022
2	10400513272270002	13 S OMEGA UNIT 100W SECLT	UNMETERED	0	0	1	750			04/19/2022	05/19/2022

US Retailers, LLC dba Cirro Energy. PUCT Certificate 10177

check payable to: CIRRO ENERGY

OMEGA BAY IMPROVEMENT COMMITTEE • INTEGRITY PROPERTY MANAGEMENT

1167

Cirro Energy		6/21/2022			
Date	Type	Reference	Original Amt.	Balance Due	Discount
6/21/2022	Bill	June 2022	216.21	216.21	
				Check Amount	216.21



Cirro Energy Account: 008 000 158 663 - 7 Date Due: 05/27/2022
Customer Name: OMEGA BAY IMPROVEMENT COMMITTEE

Invoice Number	Amount Due
111 037 031 850 - 9	\$227.02

Questions or Comments?

Cirro Energy
P.O. Box 2229
Houston TX 77252-2229

Customer Service:
1-800-692-4776
BusinessServices@cirroenergy.com
Mon - Fri 9:00 AM - 6:00 PM CST

Account Summary	Billing Date: May 11, 2022
Previous Amount Due	\$216.21
Payment 04/27/2022	-216.21
Balance Forward	0.00
Late Payment Penalty	10.81
Total Current Charges	216.21
Total Due	\$227.02

Billed ESI IDs - Detail Charges												
	Account Number	Service Address	Rate per kWh	Energy Charge	TDSP Charges	Monthly Service Charge	Nodal Congest. Charge	Total Sales Tax	PUC	GRT Reimburse	Other Charges	Total Current Charges
1	17511921	1 S OMEGA UNIT 175W SECLT	0.049990	3.55	9.61			1.52	0.03	0.37	4.95	20.03
2	17511922	13 S OMEGA UNIT 100W SECLT	0.049990	37.49	134.86			14.96	0.30	3.62	4.95	196.18
TOTAL BILLED				41.04	144.47			16.48	0.33	3.99	9.90	216.21

Billed ESI IDs - Additional Details

Your current fixed-rate electricity plan will expire with your first meter read on or after the expiration date associated with each Electric Service Identifier (ESI ID) below.

						Sales Tax Detail					
	ESI ID	Rate Plan Description	Contract Expiration Date	Average Price Paid per kWh	For Outages or Emergencies Call:	City Sales Tax	County Sales Tax	State Sales Tax	Special Tax	Other Taxes	Total Sales Tax
1	10400513272270001	Smart Lock Business	06/30/2022	0.261	888-866-7456	0.36		1.16			1.52
2	10400513272270002	Smart Lock Business	06/30/2022	0.242	888-866-7456	3.63		11.33			14.96

Billed ESI IDs - Usage & Readings											
				Meter Readings (kWh) (E) = Estimated						Service Period	
	ESI ID	Service Address	Meter Number	Previous Reading	Current Reading	Multiplier	Energy Used (kWh)	Power Factor	Demand	Begin Date	End Date
1	10400513272270001	1 S OMEGA UNIT 175W SECLT	UNMETERED	0	0	1	71			03/20/2022	04/19/2022
2	10400513272270002	13 S OMEGA UNIT 100W SECLT	UNMETERED	0	0	1	750			03/20/2022	04/19/2022

US Retailers, LLC dba Cirro Energy, PUCT Certificate 10177

OMEGA BAY IMPROVEMENT COMMITTEE • INTEGRITY PROPERTY MANAGEMENT

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Cirro Energy				5/18/2022			
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment	
5/18/2022	Bill	5272022	227.02	227.02		227.02	
Check Amount						227.02	



Cirro Energy Account: 008 000 158 663 - 7 Date Due: 04/25/2022
Customer Name: OMEGA BAY IMPROVEMENT COMMITTEE

Questions or Comments?

Cirro Energy
P.O. Box 2229
Houston TX 77252-2229

Customer Service:
1-800-692-4776
BusinessServices@cirroenergy.com
Mon - Fri 9:00 AM - 6:00 PM CST

Invoice Number	Amount Due
111 036 654 220 - 3	\$216.21

Account Summary	Billing Date: April 09, 2022
Previous Amount Due	\$216.20
Payment 03/24/2022	-216.20
Balance Forward	0.00
Total Current Charges	216.21
Total Due	\$216.21

Billed ESI IDs - Detail Charges

	Account Number	Service Address	Rate per kWh	Energy Charge	TDSP Charges	Monthly Service Charge	Nodal Congest. Charge	Total Sales Tax	PUC	GRT Reimburse	Other Charges	Total Current Charges
1	17511921	1 S OMEGA UNIT 175W SECLT	0.049990	3.55	9.61			1.52	0.03	0.37	4.95	20.03
2	17511922	13 S OMEGA UNIT 100W SECLT	0.049990	37.49	134.86			14.96	0.30	3.62	4.95	196.18
TOTAL BILLED				41.04	144.47			16.48	0.33	3.99	9.90	216.21

Billed ESI IDs - Additional Details

						Sales Tax Detail					
	ESI ID	Rate Plan Description	Contract Expires	Average Price Paid per kWh	For Outages or Emergencies Call:	City Sales Tax	County Sales Tax	State Sales Tax	Special Tax	Other Taxes	Total Sales Tax
1	10400513272270001	Smart Lock Business	06/30/2022	0.261	888-866-7456	0.36		1.16			1.52
2	10400513272270002	Smart Lock Business	06/30/2022	0.242	888-866-7456	3.63		11.33			14.96

Billed ESI IDs - Usage & Readings

				Meter Readings (kWh) (E) = Estimated						Service Period	
	ESI ID	Service Address	Meter Number	Previous Reading	Current Reading	Multiplier	Energy Used (kWh)	Power Factor	Demand	Begin Date	End Date
1	10400513272270001	1 S OMEGA UNIT 175W SECLT	UNMETERED	0	0	1	71			02/17/2022	03/20/2022
2	10400513272270002	13 S OMEGA UNIT 100W SECLT	UNMETERED	0	0	1	750			02/17/2022	03/20/2022

US Retailers, LLC dba Cirro Energy. PUCT Certificate 10177

OMEGA BAY IMPROVEMENT COMMITTEE • INTEGRITY PROPERTY MANAGEMENT

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Cirro Energy			4/22/2022			
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/22/2022	Bill	4.20.2022	216.21	216.21		216.21
			Check Amount		216.21	



Cirro Energy Account: 008 000 158 663 - 7 Date Due: 03/28/2022
Customer Name: OMEGA BAY IMPROVEMENT COMMITTEE

Questions or Comments?

Cirro Energy
P.O. Box 2229
Houston TX 77252-2229

Customer Service:
1-800-692-4776
BusinessServices@cirroenergy.com
Mon - Fri 9:00 AM - 6:00 PM CST

Invoice Number	Amount Due
111 036 328 993 - 1	\$216.20

Account Summary

Billing Date: March 11, 2022

Previous Amount Due	\$216.20
Payment 02/24/2022	-216.20
Balance Forward	0.00
Total Current Charges	216.20
Total Due	\$216.20

Billed ESI IDs - Detail Charges

	Account Number	Service Address	Rate per kWh	Energy Charge	TDSP Charges	Monthly Service Charge	Nodal Congest. Charge	Total Sales Tax	PUC	GRT Reimburse	Other Charges	Total Current Charges
1	17511921	1 S OMEGA UNIT 175W SECLT	0.049990	3.55	9.61			1.52	0.03	0.37	4.95	20.03
2	17511922	13 S OMEGA UNIT 100W SECLT	0.049990	37.49	134.85			14.96	0.30	3.62	4.95	196.17
TOTAL BILLED				41.04	144.46			16.48	0.33	3.99	9.90	216.20

Billed ESI IDs - Additional Details

						Sales Tax Detail					
	ESI ID	Rate Plan Description	Contract Expires	Average Price Paid per kWh	For Outages or Emergencies Call:	City Sales Tax	County Sales Tax	State Sales Tax	Special Tax	Other Taxes	Total Sales Tax
1	10400513272270001	Smart Lock Business	06/30/2022	0.261	888-866-7456	0.36		1.16			1.52
2	10400513272270002	Smart Lock Business	06/30/2022	0.242	888-866-7456	3.63		11.33			14.96

Billed ESI IDs - Usage & Readings

				Meter Readings (kWh) (E) = Estimated					Service Period		
	ESI ID	Service Address	Meter Number	Previous Reading	Current Reading	Multiplier	Energy Used (kWh)	Power Factor	Demand	Begin Date	End Date
1	10400513272270001	1 S OMEGA UNIT 175W SECLT	UNMETERED	0	0	1	71			01/19/2022	02/17/2022
2	10400513272270002	13 S OMEGA UNIT 100W SECLT	UNMETERED	0	0	1	750			01/19/2022	02/17/2022

US Retailers, LLC dba Cirro Energy. PUCT Certificate 10177

OMEGA BAY IMPROVEMENT COMMITTEE • INTEGRITY PROPERTY MANAGEMENT

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Cirro Energy						3/24/2022			
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment			
3/24/2022	Bill	1110363289931	216.20	216.20		216.20			
						Check Amount		216.20	

Operating Checking -

216.20



Cirro Energy Account: 008 000 158 663 - 7 Date Due: 01/27/2022
Customer Name: OMEGA BAY IMPROVEMENT COMMITTEE

Questions or Comments?

Cirro Energy
P.O. Box 2229
Houston TX 77252-2229

Customer Service:
1-800-692-4776
BusinessServices@cirroenergy.com
Mon - Fri 9:00 AM - 6:00 PM CST

Invoice Number	Amount Due
111 035 677 620 - 9	\$227.51

Account Summary	Billing Date: January 11, 2022
Previous Amount Due	\$237.01
Payment 12/30/2021	-237.01
Balance Forward	0.00
Late Payment Penalty	11.31
Total Current Charges	216.20
Total Due	\$227.51

Billed ESI IDs - Detail Charges												
	Account Number	Service Address	Rate per kWh	Energy Charge	TDSP Charges	Monthly Service Charge	Nodal Congest. Charge	Total Sales Tax	PUC	GRT Reimburse	Other Charges	Total Current Charges
1	17511921	1 S OMEGA UNIT 175W SECLT	0.049990	3.55	9.61			1.52	0.03	0.37	4.95	20.03
2	17511922	13 S OMEGA UNIT 100W SECLT	0.049990	37.49	134.85			14.96	0.30	3.62	4.95	196.17
TOTAL BILLED				41.04	144.46			16.48	0.33	3.99	9.90	216.20

Billed ESI IDs - Additional Details											
						Sales Tax Detail					
	ESI ID	Rate Plan Description	Contract Expires	Average Price Paid per kWh	For Outages or Emergencies Call:	City Sales Tax	County Sales Tax	State Sales Tax	Special Tax	Other Taxes	Total Sales Tax
1	10400513272270001	Smart Lock Business	06/30/2022	0.261	888-866-7456	0.36		1.16			1.52
2	10400513272270002	Smart Lock Business	06/30/2022	0.242	888-866-7456	3.63		11.33			14.96

Billed ESI IDs - Usage & Readings											
				Meter Readings (kWh) (E) = Estimated						Service Period	
	ESI ID	Service Address	Meter Number	Previous Reading	Current Reading	Multiplier	Energy Used (kWh)	Power Factor	Demand	Begin Date	End Date
1	10400513272270001	1 S OMEGA UNIT 175W SECLT	UNMETERED	0	0	1	71			11/21/2021	12/20/2021
2	10400513272270002	13 S OMEGA UNIT 100W SECLT	UNMETERED	0	0	1	750			11/21/2021	12/20/2021

US Retailing Unchecking Cirro Energy - EUC Certificate 10177

OMEGA BAY IMPROVEMENT COMMITTEE • INTEGRITY PROPERTY MANAGEMENT

Cirro Energy						1/21/2022		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment		
1/21/2022	Bill	1110356776209	227.51	227.51		227.51		
					Check Amount	227.51		

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227.51



Cirro Energy Account: 008 000 158 663 - 7 Date Due: 12/28/2021
Customer Name: OMEGA BAY IMPROVEMENT COMMITTEE

Invoice Number	Amount Due
111 035 373 352 - 6	\$237.01

Questions or Comments?

Cirro Energy
P.O. Box 2229
Houston TX 77252-2229

Customer Service:
1-800-692-4776
BusinessServices@cirroenergy.com
Mon - Fri 9:00 AM - 6:00 PM CST

Account Summary	Billing Date: December 08, 2021
Previous Amount Due	\$216.19
Payment 12/01/2021	-216.19
Balance Forward	0.00
Disconnect Notice Fee	10.00
Late Payment Penalty	10.81
Total Current Charges	216.20
Total Due	\$237.01

Billed ESI IDs - Detail Charges

	Account Number	Service Address	Rate per kWh	Energy Charge	TDSP Charges	Monthly Service Charge	Nodal Congest. Charge	Total Sales Tax	PUC	GRT Reimburse	Other Charges	Total Current Charges
1	17511921	1 S OMEGA UNIT 175W SECLT	0.049990	3.55	9.61			1.52	0.03	0.37	4.95	20.03
2	17511922	13 S OMEGA UNIT 100W SECLT	0.049990	37.49	134.85			14.96	0.30	3.62	4.95	196.17
TOTAL BILLED				41.04	144.46			16.48	0.33	3.99	9.90	216.20

Billed ESI IDs - Additional Details

						Sales Tax Detail					
	ESI ID	Rate Plan Description	Contract Expires	Average Price Paid per kWh	For Outages or Emergencies Call:	City Sales Tax	County Sales Tax	State Sales Tax	Special Tax	Other Taxes	Total Sales Tax
1	10400513272270001	Smart Lock Business	06/30/2022	0.261	888-866-7456	0.36		1.16			1.52
2	10400513272270002	Smart Lock Business	06/30/2022	0.242	888-866-7456	3.63		11.33			14.96

Billed ESI IDs - Usage & Readings

				Meter Readings (kWh) (E) = Estimated						Service Period	
	ESI ID	Service Address	Meter Number	Previous Reading	Current Reading	Multiplier	Energy Used (kWh)	Power Factor	Demand	Begin Date	End Date
1	10400513272270001	1 S OMEGA UNIT 175W SECLT	UNMETERED	0	0	1	71			10/20/2021	11/21/2021
2	10400513272270002	13 S OMEGA UNIT 100W SECLT	UNMETERED	0	0	1	750			10/20/2021	11/21/2021

US Retailers, LLC dba Cirro Energy. PUCT Certificate 10177

OMEGA BAY IMPROVEMENT COMMITTEE • INTEGRITY PROPERTY MANAGEMENT

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Cirro Energy				12/21/2021		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/21/2021	Bill	1110353733526	237.01	237.01		237.01
				Check Amount		237.01

ORDINANCE NO. O-2022-0009

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE SCHEDULE OF FEES CHARGED BY THE CITY OF LA MARQUE, TEXAS

WHEREAS, the City of La Marque, Texas charges certain user fees and regulatory fees for permits and other services provided by the City of La Marque, Texas.

WHEREAS, the City of La Marque, Texas desires to update its user fees and regulatory fees to cover the costs of the City of La Marque, Texas to administer programs associated with the user and regulatory fees.

WHEREAS, the City of La Marque, Texas staff and City Council reviewed some of the following cost factors in updating the user fees and regulatory fees:

1. Employees whose direct labor is used in the activity for which the user fee and regulatory fee is charged;
2. Direct costs such as materials, contracts, and supplies used in providing the service or regulating the activity;
3. Internal indirect costs such as administration of the program associated with the user fee and regulatory fee; and
4. External indirect costs of the City of La Marque, including finance, and human resources.

WHEREAS, the amounts raised by these user fees and regulatory fees will cover the costs of the City of La Marque, Texas to administer the programs associated with the user and regulatory fees.

NOW THEREFORE BE IT ORDAINED 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. The City Council formally adopts the Fee Schedule set out in Exhibit 1 as the fee schedule for the City of La Marque, Texas. The City of La Marque, Texas will charge user fees and regulatory fees in the amount adjacent to the fee name set out in Exhibit 1.

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. Any user fee or regulatory fee not referenced in the attached Exhibit 1 shall continue in full force and effect.

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 thirty days after final passage by City Council, a 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.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on First Reading this ____ day of _____, **2022**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, **2022**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
City Attorney

Fire Code Plan Review:

\$1.00 to \$10,000	\$75
\$10,001 to \$25,000	\$175
\$25,001 to \$50,000	\$275
\$50,001 to \$100,000	\$425
\$100,001 to \$250,000	\$575
\$250,001 to \$500,000	\$1000
\$500,001 to \$1,000,000	\$1300
\$1,000,001 to \$3,000,000	\$1900
\$3,000,001 to \$6,000,000	\$2800
\$6,000,001 and up	\$3100 +\$1 for each additional \$1000

Fire Code Inspection Service Fee

\$1.00 to \$10,000	\$75
\$10,001 to \$25,000	\$175
\$25,001 to \$50,000	\$275
\$50,001 to \$100,000	\$450
\$100,001 to \$250,000	\$875
\$250,001 to \$500,000	\$1250
\$500,001 to \$1,000,000	\$1750
\$1,000,001 to \$3,000,000	\$2750
\$3,000,001 to \$6,000,000	\$3250
\$6,000,001 and up	\$3750

Temporary Operational Permit

Hot Work	\$150
Pyrotechnic Special Effects	\$500
Temporary Membrane Structures tents & Canopies (area in excess of 200 ft or canopy in excess of 400 ft.)	\$200
Second re-inspection fee	\$150
Third re-inspection fee	\$300

Utility Billing Fees

Trash Bags	\$10.61
Deposit: Owner	\$75
Deposit: Renter	\$150
Disconnect	\$15
Reconnect	\$15

Meter Only Fees

3/4" Meter	\$731
1" Meter	\$485
1 1/2 Meter	\$815
2" Meter	\$1019
Radio Replacement	\$200

Water Tap & Meter Fees

3/4 " Meter + Tap	\$1170
1" Meter + Tap	\$1270
2" Meter + Tap	\$2500
Sewer Tap	\$250

Public Works Fees

Culvert Pipe Placement	\$55/ ft
Culvert Pipe Placement: 65 or older	\$40/ ft

Public Library Fees

Library Card Replacement	\$2
Fax	\$1 per page
Print: Black & White	.10 per page
Print: Color	.50 per page
Laminating : 8 ½ x 11	\$1.50 per page
Laminating: 8 ½ x 14	\$2.00

Municipal Court Fees

Parking (Criminal Offense)	\$14
Pedestrian	\$14
Other Ordinances not categorized above	\$76
Parking & Pedestrian (school crossing zone)	\$14
Parking & Pedestrian (outside school crossing Zone)	\$14
Passing a School Bus	\$14
Other Rules of Road offense in a school crossing zone	\$14
Other Rules of the Road offense outside a school crossing zone	\$14
Parking & Pedestrian Offense (not under the Rules of the Road)	\$14
Parents Contributing to Nonattendance	\$96

Consolidated Fee	\$62
Local Consolidated Fee: **Municipal Court Building Security Fund (\$4.90) ** Local Truancy Prevention and Diversion Fund(\$5) **Municipal Court Technology Fund (\$4) **Municipal Jury Fund (.10)	\$14
State Traffic Fine (STF)	\$50
Local Traffic Fine (LTF)	\$3
Child Safety Fine (SCF)	\$25
Failure to Appear/ Violate Promise to Appear	Not to exceed \$25
Jury Impaneling Reimbursement Fee	Actual Cost
Omnibase Reimbursement Fee	\$10
Driving Safety Course (Mandatory DSC)	\$10
Third Party Collections	30% of the unpaid fines, fees, costs, restitution, or forfeited bonds
Time Payment Reimbursement Fee	\$15
Arrest Reimbursement	\$5
Warrant Reimbursement Fee	\$50
Subpoena Service	\$5
Jurry Summons	\$5
Any other writ	\$35

Reimbursement Fees for Charges Remedied via Compliance Dismissal

Operate vessel with expired certificate of number	Up to \$10
Expired Registration	Up to \$20
Failure to Display Registration	Up to \$10
Wrong, Altered, or Obscured Registration	Up to \$10
Expired Driver's license	Up to \$20
Violation of Driver's License Restriction	Up to \$20
Operating Unsafe Vehicle	Up to \$10
Operating Vehicle Without Complying with Inspection Requirements as Certified	Up to \$20
Display Expired Disabled Placard	Up to \$20

Deferred Disposition

Special Expense Fee (SEF)	this fee varies \$1- \$500
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Wrecker Fees

Annual Permit for Wrecker Operations	\$500
Additional Tow Truck	\$50 per truck

Police Records

***additional fees may be assessed per Texas Administrative Code 70.3*

Video or Body Cam	\$10 per video + \$1 per minute + the cost of the CD/Flash Drive
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New Residential Building Permit Fees

***All permits will be charged a \$50 Processing & Service Fee*

Residential Building- New	MIN FEE \$100 or \$1.25 per sqft
Residential Certificate of Occupancy (includes all inspections)	\$250
Residential Temp/Conditional Certificate of Occupancy(does not include reinspection)	\$150
Address Request New or Change Application	\$100/ per parcel
Residential New Pool Permit Fee (Includes Plan Review + 1 st inspection)	\$300
Residential Solar Panel Permit (includes Plan Review + 1 st inspection)	\$250
Residential Driveway/Sidewalk Permit (Includes Plan Review + 1 st inspection)	\$200

Residential Remodel Building Permit Fees

***All permits will be charged a \$50 Processing & Service Fee*

Residential Remodel	MIN FEE \$100 or \$1 per sqft
Residential Foundation Repair	\$100
Residential Rood Repair	\$100
Residential New Roof	\$100
Residential Driveway/Sidewalk	\$75
Residential Alarm (annual)	\$40
**False alarm (after 30 calls)	\$30/ per call
Intermodel Structure Application (Conex or Steel Containers)	\$150
Residential Demolition	\$50
Residential Garage, Carport, Accessory Structures	\$150
Residential Garage, Carport, Accessory Structures Plan Review	\$150
Residential/Commercial Irrigator Registration	\$75
Residential. Commercial Irrigator Registration Renewal	\$75
Residential Irrigation	\$150 + .50/ per sprinkler head
Residential Fence (Over 7 ft)	\$100

Electrical Residential New & Remodel

***All permits will be charged a \$50 Processing & Service Fee*

Electrical Permit: New Residential	\$375
Electrical Permit: Additions & Accessory Structures	\$250
Electrical Permit: All others	\$100

Plumbing & Gas Residential New & Remodel

***All permits will be charged a \$50 Processing & Service Fee*

Plumbing: New Residential	\$425
Plumbing: Additions & Accessory Structures	\$250
Plumbing: All others	\$100
Permanent Generator	\$100

Mechanical Residential New & Remodel

***All permits will be charged a \$50 Processing & Service Fee*

Mechanical: New Residential	\$375
Mechanical: Additions & Accessory Structures	\$250
Mechanical: All others	\$100

Residential & Commercial Reinspection

***All permits will be charged a \$50 Processing & Service Fee*

Emergency After-Hours Inspection (Minimum 4 hours)	\$100 **Inspection fee waived during declared disaster
1 st Reinspection	\$75
2 nd Reinspection	\$100
3 rd Reinspection	\$150
4 th Reinspection	\$200
5 th and Future Reinspection	\$300
Wrecker/ Junk/ Salvage Yard Inspection	\$100 + \$350 annual permit
Heliport/ Helistop Inspection	\$1500
Certificate of Occupancy Fire Reinspection	\$150
Certificate of Occupancy Fire 2 nd Reinspection	\$150
Certificate of Occupancy Fire 3 rd Reinspection	\$300

Annual Fire Code Certificate of Occupancy 2 nd Reinspection	\$150
Annual Fire Code Certificate of Occupancy 3 rd Reinspection	\$300
Fire Code Inspection: \$1.00 to \$10,000.00	\$75
Fire Code Inspection: \$10,001.00 to \$25,000.00	\$175
Fire Code Inspection: \$25,001.00 to \$50,000.00	\$275
Fire Code Inspection: \$50,001.00 to \$100,000.00	\$450
Fire Code Inspection: \$100,001.00 to \$250,000.00	\$875
Fire Code Inspection: 250,001.00 to \$500,000.00	\$1250
Fire Code Inspection: \$500,001.00 to \$1,000,000.00	\$1750
Fire Code Inspection: \$1,000,001.00 to \$3,000,000.00	\$2750
Fire Code Inspection: 3,000,001.00 to \$6,000,001.00	3250
Fire Code Inspection: \$6,000,001.00 and up	\$3750 + \$1 for every additional \$1000
Temporary Membrane, Tents, Structures, Canopy Fire Inspection (200 sqft to 400 sqft and above)	\$200
Mobile/ Manufactured Home Park Inspection	\$150/ annually
New Mobile/Manufactured Home Installed Inspection	\$150/ per dwelling
Intermodel Structure Inspection (Conex or Steel Containers for Dwellings) **Does not include reinspection*	\$100
Customer Service Inspection: New Residential	\$75
Oil & Gas Annual Inspection	\$1000
Oil & Gas Reinspection	\$500

Residential New & Remodel Plan Review Fees

***All permits will be charged a \$50 Processing & Service Fee*

Intermodel Structure Plan Review (Conex or Steel Container converted to dwelling)	MIN FEE \$150 + 1% of total project cost
Residential Remodel Plan Review	MIN FEE \$150 or 10% of total permit fee
Residential irrigation Plan Review	\$150
Residential Building: New Plan Review	MIN FEE \$150 or 10% of total permit fee
Residential New Plan Addendum	\$50
Residential New Drainage Plan Review	MIN FEE \$200 per dwelling in Zone R1 & R2
Residential Multi-unit drainage, paving, water, sewer, irrigation plan review fee	MIN FEE \$350 plus 1% of total project cost Zone R3

COMMERCIAL NEW & REMODEL PLAN REVIEW FEES***All permits will be charged a \$50 Processing & Service Fee*

Commercial Building Plan Review Fee (Includes MEPs not fire)	MIN FEE \$500 or 10% of building project cost
Sign Plan Review (all others)	\$150
Floodplain Development Plan Review	\$150
Telecommunication Tower Plan Review	MIN FEE \$300 +1% of total project cost
Pipeline Plan Review Fee	\$500 + 2% of total project cost
Fire Code Plan Review: \$1.00 to \$10,000.00	\$75
Fire Code Plan Review: \$10,001.00 to \$25,000.00	\$175
Fire Code Plan Review: \$25,001.00 to \$50,000.00	\$275
Fire Code Plan Review: \$50,001.00 to \$100,000.00	\$425
Fire Code Plan Review: \$100,001.00 to \$250,000.00	\$575
Fire Code Plan Review: \$250,001.00 to \$500,000.00	\$1000
Fire Code Plan Review: \$500,001.00 to \$1,000,000.00	\$1300
Fire Code Plan Review: \$100,000,001.00 to \$3,000,000.00	\$1900
Fire Code Plan Review: \$3,000,001.00 to \$6,000,000.00	\$2800
Fire Code Plan Review: \$6,00,000 and up	\$3100+

Commercial Permit Fees***All permits will be charged a \$50 Processing & Service Fee*

Building: Commercial	\$250 + 1% of total project cost
Address Request Application: Commercial	\$100/ per parcel
Plumbing: New Commercial	\$425 + 1% of total project cost
Plumbing: Additions & Accessory Structures	\$250
Plumbing: All others	\$100
Electrical: New Commercial	\$425 + 1% of total project cost
Electrical: Additions & Accessory Structures	\$250
Electrical: All other	\$100
Mechanical: New Commercial	\$425 + 1% of total project cost
Mechanical: Additions & Accessory Structures	\$250
Mechanical: All others	\$100
Earthen Excavations, Quarries, & Pits Application	\$3000
Geophysical Mineral Exploration & Testing Application	\$2000 for the first mile + \$1000 per additional mile
Electric Fence	\$100
Oil & Gas Permit Application – 6 month	\$10000 <i>NONREFUNDABLE</i>
Oil & Gas Operator Transfer	\$1000

Fill Dirt	\$100
Burn (Outdoor Controlled)	\$50/ per event
Building Relocation	\$50 <i>NONREFUNDABLE</i>
Telecommunication Tower	\$300 + \$25 per sqft of height over 25 ft
Telecommunication Construction: Transport Facilities (First 5 nodes)	\$750
**additional node	\$250 / per node
Telecommunication Construction: Network Nodes (First 5 nodes)	\$750
**additional node	\$250/ per node
Telecommunication Construction: Node Support Poles	\$1500/ per pole
Telecommunication Right of Way Transport Facilities	\$28 per month per node
Telecommunication Right of Way Network Nodes (First 5 nodes)	\$250/ per year per node
Telecommunication Right of Way Fee Node Support Poles	\$400/ per year per node
Motion Picture Machine (Theater)	\$200 + 100/ per machine
Sound Equipment: up to 10 watts output	\$75/ per piece of equipment
Sound Equipment: 10 watts to 15 watts output	\$75/ per piece of equipment
Sound equipment over 15 watts output	\$100/ per piece of equipment
X-Ray Machine	\$75/ per piece of equipment
Incandescent Electrical Sign	\$100/ per circuit

Plan Review- Engineering – Civil Commercial Site Development/ Subdivision

***All permits will be charged a \$50 Processing & Service Fee*

Commercial Civil Plan Review (Does not include Building)	\$500 + 1% of total project cost
Commercial Civil Plan Recheck after 2 nd review	\$350
Commercial Landscape Review Fee (Includes Hardscape, Softscape, Irrigation)	\$500 + 1% of total cost
Sign Plan Review (Monument/ Billboard)	\$350
Drainage Report Review: 0 to 100 acres	\$3500 up to 2 reviews
Drainage Report Review: Over 100 acres	\$3500 + \$10 per additional acre up to 2 reviews
Traffic Impact Analysis Review Fee (Category 1)	\$250
Traffic Impact Analysis Review Fee (Category 2)	\$1000
Traffic Impact Analysis Review Fee (Category 3)	\$2000
Traffic Impact Analysis Review Fee (Category 4)	\$3000

Permits- Engineering- Civil Commercial Site Development/ Subdivision

***All permits will be charged a \$50 Processing & Service Fee*

Civil- Fill/ Clearing/ Grading/ Drainage/ Water/ Sewer/ Paving	\$500 + 2% of total project cost
Commercial Landscape (includes hardscape, softscape, & irrigation)	\$500 + 2% of total cost
After Hours Inspections (and weekend hours)- Civil Only Minimum 4 hours	\$100

Annual License Fees

***All permits will be charged a \$50 Processing & Service Fee*

Vendors Operating in Public Right of Way	\$200
Game Room Application	\$2500
Game Room 8-liner Machine	\$1500
Seal for Non-Payment of Yearly Game Room Machine	\$25/ per machine
All Other Coin Operated Machines (not including 8-liners)	\$30
8-liner Coin Operated Machine (convenience stores, retail shops, etc.)	\$1500
Junk/ Salvage Yard License	\$350
Wrecker License	\$350 + \$50/ per truck
Heliport License : 6 years	\$500 deposit + \$2500
Helistop License: 6 years	\$500 deposit + \$2000
RV Park	\$500
Oil & Gas Row Rental (includes crossing fees and administrative cost)	\$500
Oil & Gas Pipeline Row Rental under 20 Rods (2-8 inch)	\$25
Oil & Gas Pipeline Row Rental under 20 Rods (9-16 inch)	\$50
Oil & Gas Pipeline Row Rental under 20 Rods (Over 16 inch)	\$75
Oil & Gas Pipeline Row Rental over 20 Rods (2-8 inch)	\$2.50/ per rod + MIN FEE \$100
Oil & Gas Pipeline Row Rental over 20 Rods (9-16 inch)	\$3.50/ per rod + MIN FEE \$200
Oil & Gas Pipeline Row Rental over 20 Rods (Over 16 inch)	\$5.00/ per rod + MIN FEE \$400
Billboard License	\$1000 /per billboard
Alcohol Beverage	\$60 / per year
Commercial Alarm	\$150
**False Alarm after 7 calls	\$50/ per call
Mobile/ Manufactured Home Parking	\$50/per home

RV Park	\$25/ per space
Electric Maintenance	\$50
Sexually Oriented Business	\$3000
Rental Registration Application	\$100
Rental Registration by Unit	\$30
Storage of Flammable Liquids (Gas, Oil, Kerosene, Etc.)	MIN FEE \$50 +/- per dispensing nozzle

Planning & Zoning Fees (NONREFUNDABLE)

****All permits will be charged a \$50 Processing & Service Fee**

Preliminary Plat	\$750 + \$20 per lot/ \$100 per residential acre
Replat	\$750 + \$20 per lot/\$100 per residential acre
Minor/Vacating	\$350
Final Plat	\$750 + \$20 per lot/ \$110 per residential acre
Amending Plat	\$500
Administrative Plat	\$500 + \$150 filing fee
Abbreviated Plat	Total sum of Preliminary Plat and Final Plat
General Plan	\$1000
Legal Review	\$750/ per request
Plat Recheck	\$350
Rezone Request: 0-25 acres	\$600 + \$50 per type of rezone OR \$740 planned development unit
Rezone Request: 26-50 acres	\$700 + \$50 per type of rezone OR \$850 planned development unit
Rezone Request: 51-75 acres	\$800 + \$50 per type of rezone OR \$950 planned development unit
Rezone Request: 76-100 acres	\$900 + \$50 per type of rezone OR \$1050 planned development unit
Rezone Request: 100+ acres	1000 + \$50 per type of rezone OR \$1250 planned development unit
Variance Request Application	\$450
Abandonment of Street, Alley, Easement Application	\$700
Zoning Verification Letter/ Certificate of Compliance	\$50
Notification per Owner	\$9
Published Notice	\$150
Specific Use	\$450
Conditional Use	\$450
Floodplain Development	\$450

Miscellaneous Development Services Fees

****All permits will be charged a \$50 processing & service fee**

Chicken Owner Registration	\$30
**Renewal	\$15
Residential Garage Sale	\$0

Special Event	\$100/ per event
Temporary Operation (Fire)	\$150
Itinerant Peddler/Vendor License: Temporary 30 Day	\$50
Itinerant Peddler/Vendor License: 90 Day	\$100
Animal Impound	\$50
Impounded Animal Care	\$10
Securing & Boarding (Public Nuisance)	AT COST
Golf Cart License	\$50/annually
Vacant Commercial Building Registration	\$1500/ annually + inspection fee
For-Profit Donation Drop Boxes	\$100
Non-Profit Donation Drop Boxes	\$25

Public Information Fees

Standard Paper Copies	.10 per page
USB	\$7
Other Electronic Media	ACTUAL COST
Specialty Paper	ACTUAL COST
Programming Labor	\$28.50/hr
Labor (locating, compiling, and reproducing information)	\$15/hr

Alcohol Permitting Fees

***Equivalent to ½ of TABC Licensing Fees*

BE- Malt Beverage Retailers On Premise	\$550
BF- Malt Beverage Retailers Off Premise	\$550
BG- Wine & Malt Beverage On Premise	\$950
BP- Brewpub	
BQ- Wine and Malt Beverage Off Premise	\$950
BW- Brewer	\$1500/ 2 years
D- Distiller and Rectifier	\$1500/ 2 years
G- Winery	\$1500/ 2 years
LH- Late Hours Mixed Beverage	
MB- Mixed Beverage	\$2650
**Renewal	\$1325/ 2 years
P- Package Store	\$900/ 2 years
Q- Wine Only Package Store	\$800/ 2 years
SD- Brewers Self-Distribution	\$600/ 2 years
W- Wholesalers Permit	\$2000/ 2 years
NT- Nonprofit Temporary Event (2-10 days)	\$25/ per day

FEE SCHEDULE INCREASES			
All Permits will be charged a \$50.00 processing & service fee			
PERMIT TYPE - RESIDENTIAL BUILDING NEW	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
RESIDENTIAL BUILDING - NEW	MIN FEE \$50.00	MIN FEE \$100.00 or \$1.25 PER SQ. FT	PER SQUARE FOOT (PER HB 214.907, CAN NOT USE PROJECT VALUE)
RESIDENTIAL CERTIFICATE OF OCCUPANCY	\$75.00	\$250.00	INCLUDES ALL INSPECTIONS
RESIDENTIAL TEMP/CONDITIONAL CERTIFICATE OF OCCUPANCY	\$75.00	\$150.00	RE-INSPECTION FEES NOT INCLUDED
ADDRESS REQUEST NEW OR CHANGE APPLICATION FEE	\$0.00	\$100.00	PER PARCEL
RESIDENTIAL NEW POOL PERMIT FEE (INCLUDES PLAN REVIEW)	\$0.00	\$300.00	1ST INSPECTION INCLUDED
RESIDENTIAL NEW POOL PERMIT FEE (INCLUDES PLAN REVIEW)	\$0.00	\$350.00	1ST INSPECTION INCLUDED
RESIDENTIAL SOLAR PANEL PERMIT (INCLUDES PLAN REVIEW FEE)	\$150.00	\$250.00	1ST INSPECTION INCLUDED
RESIDENTIAL DRIVEWAY/SIDEWALK PERMIT (INCLUDES PLAN REVIEW FEE)	\$150.00	\$200.00	1ST INSPECTION INCLUDED
PERMIT TYPE - RESIDENTIAL REMODEL BUILDING	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
RESIDENTIAL REMODEL PERMIT FEE	MIN FEE \$75.00	MIN FEE \$100.00 or \$1.00 PER SQ. FT	
RESIDENTIAL FOUNDATION REPAIR PERMIT FEE	\$50.00	\$100.00	
RESIDENTIAL ROOF REPAIR PERMIT FEE	\$50.00	\$100.00	
RESIDENTIAL NEW ROOF PERMIT FEE	\$50.00	\$100.00	
RESIDENTIAL DRIVEWAY/SIDEWALK PERMIT FEE	\$50.00	\$75.00	
RESIDENTIAL ALARM PERMIT FEE PER YEAR	\$20.00	\$40.00	FALSE ALARM CALLS OVER 10 PER YEAR \$30.00 EACH PER FALSE ALARM
INTERMODEL STRUCTURE PERMIT APPLICATION FEE (CONEX OR STEEL CONTAINERS)	\$0.00	\$150.00	
RESIDENTIAL DEMOLITION PERMIT FEE	\$25.00	\$50.00	
RESIDENTIAL GARAGE, CARPORT, ACCESSORY STRUCTURES	\$50.00	\$150.00	
RESIDENTIAL GARAGE, CARPORT, ACCESSORY STRUCTURES PLAN REVIEW FEE	\$150.00	\$150.00	
RESIDENTIAL / COMMERCIAL IRRIGATOR REGISTRATION FEE	\$65.00	\$75.00	
RESIDENTIAL / COMMERCIAL IRRIGATOR REGISTRATION RENEWAL FEE	\$25.00	\$75.00	
RESIDENTIAL IRRIGATION PERMIT FEE	\$50.00	\$150.00	PLUS \$0.50 PER SPRINKLER HEAD
RESIDENTIAL FENCE PERMIT FEE (Over 7 ft.)	\$50.00	\$100.00	
PERMIT TYPE - ELECTRICAL RESIDENTIAL NEW & REMODEL	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
ELECTRICAL PERMIT FEE NEW RESIDENTIAL	\$150.00	\$375.00	
ELECTRICAL PERMIT FEE FOR ADDITIONS AND ACCESSORY STRUCTURES	\$150.00	\$250.00	
ELECTRICAL PERMITS FEES ALL OTHERS	\$150.00	\$100.00	
PERMIT TYPE - PLUMBING & GAS RESIDENTIAL NEW & REMODEL	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
PLUMBING PERMIT NEW RESIDENTIAL	\$150.00	\$425.00	
PLUMBING PERMIT FEE FOR ADDITIONS AND ACCESSORY STRUCTURES	\$150.00	\$250.00	
PLUMBING PERMIT FEES ALL OTHERS	\$150.00	\$100.00	
PERMANENT GENERATOR PERMIT FEE	\$0.00	\$100.00	
PERMIT TYPE - MECHANICAL RESIDENTIAL NEW & REMODEL	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
MECHANICAL PERMIT FEES NEW RESIDENTIAL	\$150.00	\$375.00	
MECHANICAL PERMIT FEES FOR ADDITIONS AND ACCESSORY STRUCTURES	\$150.00	\$250.00	
MECHANICAL PERMIT FEES ALL OTHERS	\$150.00	\$100.00	
RESIDENTIAL & COMMERCIAL REINSPECTION AND RE-INSPECTION FEES	CURRENT FEE	PROPOSED FEE	ADDITIONAL COSTS & NOTES
EMERGENCY AFTER HOURS INSPECTIONS	\$100.00	\$100.00	MINIMUM 4 HOURS, FEE WAIVED DURING A DECLARED DISASTER
1ST RE-INSPECTION FEE	\$25.00	\$75.00	
2ND RE-INSPECTION FEE	\$50.00	\$100.00	
3RD RE-INSPECTION FEE	\$75.00	\$150.00	
4TH RE-INSPECTION FEE	\$100.00	\$200.00	
5TH AND FUTURE RE-INSPECTION FEES	\$100.00	\$300.00	
WRECKER / JUNKYARD / SALVAGE YARD INSPECTION FEE	\$0.00	\$100.00	PLUS \$350.00 YEARLY PERMIT FEE
HELIPORT / HELISTOPS INSPECTION FEE	\$1,000.00	\$1,500.00	
CERTIFICATE OF OCCUPANCY FIRE RE-INSPECTION FEE	\$0.00	\$150.00	DETERMINED BY FIRE MARSHAL
CERTIFICATE OF OCCUPANCY FIRE CODE 2ND RE-INSPECTION FEE	\$0.00	\$150.00	DETERMINED BY FIRE MARSHAL
CERTIFICATE OF OCCUPANCY FIRE CODE 3RD RE-INSPECTION FEE	\$0.00	\$300.00	DETERMINED BY FIRE MARSHAL
ANNUAL FIRE CODE CERTIFICATE OF OCCUPANCY 2ND RE-INSPECTION FEE	\$0.00	\$150.00	DETERMINED BY FIRE MARSHAL
ANNUAL FIRE CODE CERTIFICATE OF OCCUPANCY 3RD RE-INSPECTION FEE	\$0.00	\$300.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$1.00 TO \$10,000	\$50.00	\$75.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$10,001 to \$25,000	\$150.00	\$175.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$25,001 to \$50,000	\$250.00	\$275.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$50,001 to \$100,000	\$400.00	\$450.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$100,001 to \$250,000	\$950.00	\$875.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$250,001 to \$500,000	\$935.00	\$1,250.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$500,001 to \$1,000,000	\$1,210.00	\$1,750.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$1,000,001 to \$3,000,000	\$1,760.00	\$2,750.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$3,000,001 to \$6,000,000	\$2,640.00	\$3,250.00	DETERMINED BY FIRE MARSHAL
FIRE CODE INSPECTION FEE \$6,000,001 and up	\$2640.00 +	\$3750.00 +	\$3,750.00 PLUS \$1.00 FOR EACH ADDITIONAL \$1,000.00
TEMPORARY MEMBRANE, TENTS, STRUCTURES, CANOPY FIRE INSPECTION FEE	\$75.00	\$200.00	200 SQ FT TO 400 SQ FT AND ABOVE
MOBILE HOME / MANUFACTURED HOME PARK INSPECTION FEE	\$50.00	\$150.00	YEARLY INSPECTION
NEW MOBILE OR MANUFACTURED HOME INSTALLED INSPECTION FEE	\$0.00	\$150.00	PER DWELLING
INTERMODEL STRUCTURE INSPECTION FEE (CONEX OR STEEL CONTAINERS FOR DWELLINGS)	\$0.00	\$100.00	RE-INSPECTION FEES NOT INCLUDED
CUSTOMER SERVICE INSPECTION FEE (NEW RESIDENTIAL)	\$0.00	\$75.00	
OIL AND GAS ANNUAL INSPECTION FEE	\$0.00	\$1,000.00	DETERMINED BY FIRE MARSHAL
OIL AND GAS REINSPECTION FEE	\$0.00	\$500.00	DETERMINED BY FIRE MARSHAL
RESIDENTIAL NEW AND RE-MODEL PLAN REVIEW FEES	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
INTERMODEL STRUCTURE PLAN REVIEW FEE (CONEX OR STEEL CONTAINER CONVERTED TO DWELLING)	\$0.00	MIN FEE \$150.00 +	PLUS 1% OF TOTAL PROJECT COST
RESIDENTIAL REMODEL PLAN REVIEW FEE	MIN FEE \$150.00	MIN FEE \$150.00 OR 10% OF TOTAL PERMIT FEE	
RESIDENTIAL IRRIGATION PLAN REVIEW FEE	\$150.00	\$150.00	
RESIDENTIAL BUILDING - NEW PLAN REVIEW FEE	\$150.00	MIN FEE \$150.00 OR 10% OF TOTAL PERMIT FEE	
RESIDENTIAL - NEW PLAN REVIEW ADDENDUM FEE	\$0.00	\$50.00	
RESIDENTIAL - NEW DRAINAGE PLAN REVIEW	MIN \$150.00	MIN FEE \$200.00	PER DWELLING IN ZONE R1, R2
RESIDENTIAL - MULTI-UNIT DRAINAGE, PAVING, WATER, SEWER, IRRIGATION PLAN REVIEW FEE	\$150.00	MIN FEE \$350.00 PLUS 1% OF TOTAL PROJECT COST	R-3 ZONING
COMMERCIAL NEW & REMODEL PLAN REVIEW FEES	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
COMMERCIAL BUILDING PLAN REVIEW FEE (NOT INCLUDING FIRE)(INCLUDES MEP'S)	\$300.00	MIN FEE \$500.00 OR 10% of BUILDING PROJECT COST	
SIGN PLAN REVIEW (ALL OTHERS)	\$150.00	\$150.00	
FLOODPLAIN DEVELOPMENT PLAN REVIEW FEE	\$0.00	\$150.00	
TELECOMMUNICATION TOWER PLAN REVIEW FEE	\$150.00	MIN FEE \$350.00	PLUS 1% OF TOTAL PROJECT COST
PIPELINE PLAN REVIEW FEE	\$150.00	\$500.00	PLUS 2% OF TOTAL PROJECT COST
FIRE CODE PLAN REVIEW FEE \$1.00 TO \$10,000	\$50.00	\$75.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$10,001 to \$25,000	\$150.00	\$175.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$25,001 to \$50,000	\$250.00	\$275.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$50,001 to \$100,000	\$400.00	\$425.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$100,001 to \$250,000	\$950.00	\$875.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$250,001 to \$500,000	\$935.00	\$1,000.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$500,001 to \$1,000,000	\$1,210.00	\$1,300.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$1,000,001 to \$3,000,000	\$1,760.00	\$1,900.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$3,000,001 to \$6,000,000	\$2,640.00	\$2,800.00	DETERMINED BY FIRE MARSHAL
FIRE CODE PLAN REVIEW FEE \$6,000,001 and up	\$2640.00 +	\$3100.00 +	DETERMINED BY FIRE MARSHAL
COMMERCIAL PERMIT FEES	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
BUILDING - COMMERCIAL	\$50.00	\$250.00	PLUS 1% OF TOTAL BUILDING PROJECT COST
ADDRESS REQUEST APPLICATION FEE (COMMERCIAL)	\$0.00	\$100.00	PER PARCEL
PLUMBING PERMIT NEW COMMERCIAL	\$50.00	\$425.00	PLUS 1% OF TOTAL PLUMBING PROJECT COST
PLUMBING PERMIT FEE FOR ADDITIONS AND ACCESSORY STRUCTURES	\$50.00	\$250.00	
PLUMBING PERMIT FEES ALL OTHERS	\$50.00	\$100.00	
ELECTRICAL PERMIT FEE NEW COMMERCIAL	\$50.00	\$425.00	PLUS 1% OF TOTAL PLUMBING PROJECT COST
ELECTRICAL PERMIT FEE FOR ADDITIONS AND ACCESSORY STRUCTURES	\$50.00	\$250.00	
ELECTRICAL PERMITS FEES ALL OTHERS	\$50.00	\$100.00	
MECHANICAL PERMIT FEES NEW COMMERCIAL	\$50.00	\$425.00	PLUS 1% OF TOTAL PLUMBING PROJECT COST
MECHANICAL PERMIT FEES FOR ADDITIONS AND ACCESSORY STRUCTURES	\$50.00	\$250.00	
MECHANICAL PERMIT FEES ALL OTHERS	\$50.00	\$100.00	

EARTHEN EXCAVATIONS, QUARRIES AND PITS PERMIT APPLICATION FEE	\$2,500.00	\$3,000.00	
GEOPHYSICAL MINERAL EXPLORATION AND TESTING APPLICATION FEE	\$1,000.00	\$2,000.00	\$2000.00 THE FIRST MILE PLUS \$1000.00 EVERY MILE AFTER
ELECTRIC FENCE PERMIT FEE	\$5.00	\$100.00	
OIL AND GAS PERMIT APPLICATION FEE	\$6,000.00	\$10,000.00	EXPIRES 6 MONTHS AFTER ISSUANCE AND NON- REFUNDABLE (THIS INCREASE INCORPORATES THE
OIL AND GAS OPERATOR TRANSFER PERMIT FEE	\$0.00	\$1,000.00	
FILL DIRT PERMIT FEE	\$20.00	\$100.00	
BURN PERMIT (OUTDOOR CONTROLLED)	\$0.00	\$50.00	PER EVENT
BUILDING RELOCATION PERMIT FEE	\$20.00	\$50.00	NON-REFUNDABLE
TELECOMMUNICATION TOWER PERMIT FEE	\$50.00	\$300.00	PLUS \$25.00 PER SQ FT OF HEIGHT OVER 25 FEET
TELECOMMUNICATION CONSTRUCTION PERMIT FEE TRANSPORT FACILITIES (FIRST 5 NODES)	\$500.00	\$750.00	\$250.00 EACH ADDITIONAL NODE
TELECOMMUNICATION CONSTRUCTION PERMIT FEE NETWORK NODES (FIRST 5 NODES)	\$750.00	\$1,500.00	\$250.00 EACH ADDITIONAL NODE
TELECOMMUNICATION CONSTRUCTION PERMIT FEE NODE SUPPORT POLES	\$1,000.00	\$1,500.00	PER POLE
TELECOMMUNICATION RIGHT OF WAY TRANSPORT FACILITIES PER MONTH FEE	\$28.00	\$28.00	PER MONTH PER NODE (Regulated by LGC 284.055)
TELECOMMUNICATION RIGHT OF WAY NETWORK NODES (FIRST 5 NODES)	\$250.00	\$250.00	PER YEAR, PER NODE(Regulated by LGC 284.055)
TELECOMMUNICATION RIGHT OF WAY FEE NODE SUPPORT POLES	\$250.00	\$400.00	PER YEAR, PER NODE(Regulated by LGC 284.055)
MOTION PICTURE MACHINE (THEATER)	\$20.00 + \$9.00	\$200.00	PLUS \$100.00 PER MACHINE OR PROJECTOR
SOUND EQUIPMENT (UP TO 10 WATTS OUTPUT)	\$20.00 + \$15.00	\$75.00	EACH PIECE OF EQUIPMENT
SOUND EQUIPMENT (10 WATTS TO 15 WATTS OUTPUT)	\$20.00 + \$22.50	\$75.00	EACH PIECE OF EQUIPMENT
SOUND EQUIPMENT (OVER 15 WATTS OUTPUT)	\$20.00 + \$30.00	\$100.00	EACH PIECE OF EQUIPMENT
X-RAY MACHINE	\$20.00 + \$4.50	\$75.00	EACH PIECE OF EQUIPMENT
INCANDESCENT ELECTRIC SIGN	\$20.00 + \$15.00	\$100.00	PER CIRCUIT
PLAN REVIEW - ENGINEERING - CIVIL COMMERCIAL SITE DEVELOPMENT / SUBDIVISION	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
COMMERCIAL CIVIL PLAN REVIEW FEE (DOES NOT INCLUDE BUILDING)	\$150.00	\$500.00	PLUS 1% OF TOTAL PROJECT COST
COMMERCIAL CIVIL PLAN RECHECK	\$0.00	\$350.00	APPLIES AFTER 2ND REVIEW. RE-CHECK FEE VALID FOR EACH 2 SUBSEQUENT REVIEWS
COMMERCIAL LANDSCAPE REVIEW FEE (INCLUDES HARDSCAPE, SOFTSCAPE, IRRIGATION)	\$150.00	\$500.00	PLUS 1% OF TOTAL PROJECT COST
SIGN PLAN REVIEW (MONUMENT / BILLBOARD REQUIRES ENGINEER APPROVAL)	\$150.00	\$350.00	
DRAINAGE REPORT REVIEW FEE - 0 TO 100 ACRES	\$0.00	\$3,500.00	UP TO 2 REVIEWS (DUPLICATE FEES AFTER 2 REVIEWS)
DRAINAGE REPORT REVIEW FEE - OVER 100 ACRES	\$0.00	\$3,500.00	PLUS \$10.00 PER ADDITIONAL ACRE (UP TO 2 REVIEWS, DUPLICATE FEES AFTER 2 REVIEWS)
TRAFFIC IMPACT ANALYSIS REVIEW FEE (CATEGORY 1)	\$0.00	\$250.00	
TRAFFIC IMPACT ANALYSIS REVIEW FEE (CATEGORY 2)	\$0.00	\$1,000.00	
TRAFFIC IMPACT ANALYSIS REVIEW FEE (CATEGORY 3)	\$0.00	\$2,000.00	
TRAFFIC IMPACT ANALYSIS REVIEW FEE (CATEGORY 4)	\$0.00	\$3,000.00	
PERMITS - ENGINEERING - CIVIL COMMERCIAL SITE DEVELOPMENT / SUBDIVISION	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
CIVIL - FILL/ CLEARING/GRADING/DRAINAGE/WATER/SEWER/PAVING	\$50.00	\$500.00	PLUS 2% OF TOTAL CIVIL PROJECT COSTS
COMMERCIAL LANDSCAPE PERMIT FEE (INCLUDES HARDSCAPE, SOFTSCAPE & IRRIGATION)	\$50.00	\$500.00	PLUS 2% OF TOTAL PROJECT COST
AFTER HOURS INSPECTIONS (AND WEEKEND HOURS INSPECTIONS) - CIVIL ONLY	\$100.00	\$100.00	MINIMUM 4 HOURS
YEARLY LICENSE FEES	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
VENDORS OPERATING IN PUBLIC RIGHT OF WAY (PER YEAR)	\$100.00	\$200.00	
GAMEROOM YEARLY APPLICATION FEE	\$1,000.00	\$2,500.00	
GAMEROOM 8-LINER MACHINE YEARLY FEE	\$1,000.00	\$1,500.00	
SEAL FEE FOR NON-PAYMENT OF YEARLY GAMEROOM MACHINE FEE	\$5.00	\$25.00	ADMINISTRATIVE FEE PER MACHINE
ALL OTHER COIN OPERATED MACHINES YEARLY FEE (NOT INCLUDING 8-LINERS)	\$15.00	\$30.00	
8-LINER COIN OPERATED MACHINE YEARLY FEE (CONVENIENCE STORES, RETAIL SHOPS, ETC)	\$15.00	\$1,500.00	
JUNKYARD/SALVAGE YARD YEARLY LICENSE FEE	\$250.00	\$350.00	
PAWN BROKERS / SECOND HAND GOODS DEALERS YEARLY LICENSE FEE	\$300.00	\$350.00	
WRECKER LICENSE YEARLY FEE	\$250.00	\$350.00	PLUS \$50.00 PER WRECKER
HELIPORT LICENSE FEE (\$500.00 DEPOSIT)	\$1,500.00	\$2,500.00	VALID FOR SIX (6) YEARS
HELISTOP LICENSE FEE (\$500.00 DEPOSIT)	\$1,250.00	\$2,000.00	VALID FOR SIX (6) YEARS
RV PARK YEARLY LICENSE FEE	\$0.00	\$500.00	VALID FOR ONE (1) YEAR
OIL AND GAS YEARLY ROW RENTAL FEE	\$100.00	\$500.00	THIS INCREASE INCLUDES THE PER CROSSING FEES AND ADMINISTRATIVE COSTS
OIL AND GAS PIPELINE YEARLY ROW RENTAL FEE UNDER 20 RODS (2-8 INCH DIA)	\$10.00	\$25.00	PER ROD
OIL AND GAS PIPELINE YEARLY ROW RENTAL FEE UNDER 20 RODS (9-16 INCH DIA)	\$20.00	\$50.00	PER ROD
OIL AND GAS PIPELINE YEARLY ROW RENTAL FEE UNDER 20 RODS (OVER 16 INCH DIA)	\$30.00	\$75.00	PER ROD
OIL AND GAS PIPELINE YEARLY ROW RENTAL FEE OVER 20 RODS (2-8 INCH DIA)	\$0.50	\$2.50	PER ROD PLUS MIN FEE \$100.00
OIL AND GAS PIPELINE YEARLY ROW RENTAL FEE OVER 20 RODS (9-16 INCH DIA)	\$1.00	\$3.50	PER ROD PLUS \$200.00 MIN FEE
OIL AND GAS PIPELINE YEARLY ROW RENTAL FEE OVER 20 RODS (OVER 16 INCH DIA)	\$1.50	\$5.00	PER ROD PLUS \$300.00 MIN FEE
BILLBOARD YEARLY LICENSE FEE	\$0.00	\$1,000.00	PER BILLBOARD, PER YEAR
ALCOHOL BEVERAGE YEARLY PERMIT FEE	\$60.00	\$60.00	PER YEAR AND FEE SET BY TABC
COMMERCIAL ALARM PERMIT FEE PER YEAR	\$100.00	\$150.00	FALSE ALARM CALLS OVER 7 PER YEAR \$50.00 EACH PER FALSE ALARM
MOBILE / MANUFACTURED HOME YEARLY PARKING PERMIT FEE (PER HOME)	\$15.00	\$50.00	PER HOME
RV PARK MONTHLY PARKING FEE	\$10.00	\$25.00	PER SPACE
ANNUAL ELECTRIC MAINTENANCE PERMIT	\$12.00	\$50.00	PER YEAR
SEXUALLY ORIENTED BUSINESS YEARLY PERMIT FEE	\$2,500.00	\$3,000.00	
RENTAL REGISTRATION APPLICATION FEE	\$100.00	\$100.00	CHANGE TO \$100.00 REGISTRATION APPLICATION FEE PLUS \$100.00 FOR EVERY SINGLE FAMILY HOME, APARTMENTS, DUPLEXES, TRIPLEXES, TOWNHOMES ARE CHANGED TO \$30.00 PER UNIT, LATE FEE AFTER 30 DAYS IS \$15.00 PER DWELLING OR UNIT.
RENTAL REGISTRATION PER UNIT FEE	\$20.00	\$30.00	APARTMENT COMPLEXES, DUPLEXES, TRIPLEXES, TOWNHOMES
STORAGE OF FLAMMABLE LIQUIDS (GAS, OIL, KEROSENE, ETC) YEARLY PERMIT FEE	\$25.00	MIN FEE \$50.00+	\$50.00 PER DISPENSING NOZZLE
PLANNING & ZONING FEES	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
PRELIMINARY PLAT	\$200.00 + \$8.00 PER LOT	\$750.00 + \$20.00 PER LOT, \$100.00 PER RESIDENTIAL ACRE	NON-REFUNDABLE
REPLAT	\$0.00	\$750.00 + \$20.00 PER LOT, \$110.00 PER RESIDENTIAL ACRE	NON-REFUNDABLE
MINOR/VACATING	\$0.00	\$350.00	NON-REFUNDABLE
FINAL PLAT	\$200.00 + \$8.00 PER LOT	\$750.00 + \$20.00 PER LOT, \$110.00 PER RESIDENTIAL ACRE	NON-REFUNDABLE
AMENDING PLAT	\$0.00	\$500.00	NON-REFUNDABLE
ADMINISTRATIVE PLAT	\$0.00	\$500.00	\$150.00 FILING FEE PAID TO COUNTY CLERK
ABBREVIATED PLAT	\$0.00	TOTAL SUM OF PRELIMINARY PLAT AND FINAL PLAT	NON-REFUNDABLE
GENERAL PLAN	\$0.00	\$1,000.00	NON-REFUNDABLE
LEGAL REVIEW FEE	\$0.00	\$750.00	PER PLAT OR REZONE REQUESTED
PLAT RECHECK FEE	\$0.00	\$350.00 AFTER 2ND RECHECK	NON-REFUNDABLE
REZONE REQUEST FEE: 0 - 25 ACRES	\$400.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$540.00 IF PLANNED DEVELOPMENT UNIT	\$600.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$740.00 IF PLANNED DEVELOPMENT UNIT	NON-REFUNDABLE
REZONE REQUEST FEE: 26 - 50 ACRES	\$450.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$500.00 IF PLANNED DEVELOPMENT UNIT	\$700.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$850.00 IF PLANNED DEVELOPMENT UNIT	NON-REFUNDABLE
REZONE REQUEST FEE: 51 - 75 ACRES	\$500.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$550.00 IF PLANNED DEVELOPMENT UNIT	\$800.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$950.00 IF PLANNED DEVELOPMENT UNIT	NON-REFUNDABLE
REZONE REQUEST FEE: 76 - 100 ACRES	\$550.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$600.00 IF PLANNED DEVELOPMENT UNIT	\$900.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$1050.00 IF PLANNED DEVELOPMENT UNIT	NON-REFUNDABLE
REZONE REQUEST FEE: 100 + ACRES	\$600.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$650.00 IF PLANNED UNIT DEVELOPMENT	\$1000.00 PLUS \$50.00 EACH TYPE OF REZONE OR \$1250.00 IF PLANNED DEVELOPMENT UNIT	NON-REFUNDABLE
VARIANCE REQUEST APPLICATION FEE	\$25.00	\$450.00	NON-REFUNDABLE
ABANDONMENT OF STREET, ALLEY, EASEMENT APPLICATION FEE	\$500.00	\$700.00	NON-REFUNDABLE
ZONING VERIFICATION LETTER / CERTIFICATE OF COMPLIANCE	\$25.00	\$50.00	NON-REFUNDABLE
NOTIFICATION FEE PER OWNER	\$0.00	\$9.00	CERTIFIED MAIL FEE
PUBLISHED NOTICE	\$0.00	\$150.00	NEWSPAPER AD COST
SPECIFIC USE PERMIT FEE	\$0.00	\$450.00	NON-REFUNDABLE
CONDITIONAL USE PERMIT	\$0.00	\$450.00	NON-REFUNDABLE
FLOODPLAIN DEVELOPMENT PERMIT FEE	\$0.00	\$450.00	
MISC FEES	CURRENT FEE	PROPOSED INCREASE	ADDITIONAL COSTS & NOTES
CHICKEN OWNER REGISTRATION PERMIT FEE	\$0.00	\$30.00	FIRST YEAR, \$15.00 YEARLY RENEWAL
RESIDENTIAL GARAGE SALE PERMIT FEE	\$0.00	\$0.00	
SPECIAL EVENT FEE	\$0.00	\$100.00	FEE PER EVENT
TEMPORARY OPERATION PERMIT (FIRE)	\$50.00	\$150.00	DETERMINED BY FIRE MARSHAL
ITINERANT PEDDLER/VENDOR LICENSE FEE (TEMPORARY PERMIT)	\$25.00	\$50.00	30 DAY FEE
ITINERANT PEDDLER/VENDOR LICENSE FEE	\$25.00	\$100.00	90 DAY FEE
ANIMAL IMPOUND FEE	\$50.00	\$50.00	UNUSED FEE DUE TO GALVESTON COUNTY ANIMAL CONTROL CONTRACT
ANIMAL CARE FEE IF IMPOUNDED	\$10.00	\$10.00	UNUSED FEE DUE TO GALVESTON COUNTY ANIMAL CONTROL CONTRACT
SECURING AND BOARDING (PUBLIC NUISANCE)	\$0.00	AT COST	PER WINDOW AND DOOR

GOLF CART YEARLY LICENSE FEE (FUTURE ORDINANCE)	\$0.00	\$50.00	
VACANT COMMERCIAL BUILDING REGISTRATION FEE (FUTURE ORDINANCE)	\$0.00	\$1,500.00	YEARLY FEE PLUS INSPECTION FEE OF \$250.00
DONATION DROP BOXES (FUTURE ORDINANCE) (FOR PROFIT)	\$0.00	\$100.00	
DONATION DROP BOXES (FUTURE ORDINANCE) (FOR NON-PROFIT)	\$0.00	\$25.00	



CITY COUNCIL AGENDA FORM

Meeting Date: **July 11, 2022**

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution approving Agreement with CenterPoint Energy to proactively convert existing, standard streetlights to LED fixtures

ATTACHMENTS FOR REFERENCE:

☒

1) LED STREET LIGHT INSTALLATION AGREEMENT - CenterPoint Energy

STAFF BRIEFING:

- CenterPoint Energy allows conversion of High Pressure Sodium lights to LED
- The cost to convert is not available at this time, but may result in higher maintenance fee for converted lights for a period time, until the cost is recovered.
- CenterPoint Energy (CPE) currently operates 419 Streetlights in the City, of which 298 are LED, leaving 121 to be converted.
- The advantages to conversion to LED is less power consumption, which is paid through our Electrical Provider Gexa Energy
- Once agreement is approved, CPE can begin the conversion process, which could be completed by the end of 2022.

City Engineer has reviewed and approved.

City Attorney has reviewed and approved.

Finance Director has reviewed and approved.

City Manager has reviewed and approved.

HISTORY:

- o The City recently approved a similar agreement with Texas - New Mexico Power
- o The implementation of LED lighting conversion is considered Phase 1 of the City's Street Improvement Program.

TARGET IMPLEMENTATION: August 1, 2022



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

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	\$10,000
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt a Resolution regarding LED Street Light Installation Agreement with CenterPoint Energy.

FISCAL IMPACT: Approximately \$10,000 (estimated) over a period of five years based on increased maintenance fees.

LED STREET LIGHT INSTALLATION AGREEMENT

This LED Street Light Installation Agreement is entered into by and between CenterPoint Energy Houston Electric, LLC (“CenterPoint” or the “Company”) and the City of La Marque (“Customer”) (collectively, the “Signatories”).

1. CenterPoint will procure and install LED luminaires and new photoelectric relays for all street lights within the City for which replacements satisfactory to the Customer and CenterPoint are commercially available (hereinafter the “Project”). A current list of satisfactory and commercially available LED luminaire replacements for existing mercury vapor, high pressure sodium, and metal halide street lights is set forth in section 6.1.1.1.6 of CenterPoint’s Tariff for Retail Delivery Service (the “Tariff”).
2. The Project shall commence within twelve months of the effective date of this agreement and shall be complete no later than one year after commencement. The Company reserves the right to change that completion date depending on the demand for LED luminaires by other retail customers to ensure an efficient and non-discriminatory deployment of LED luminaires throughout the Company’s service territory. After commencement of the Project, all new streetlights installations within the City will consist of LED luminaires satisfactory to the Customer and CenterPoint that are commercially available, unless otherwise agreed to in writing by CenterPoint and the Customer.
3. The Customer acknowledges that the Company’s ability to commence and complete the Project on the timeline set forth in paragraph 2 above is dependent upon factors such as workforce availability and vendor production constraints which could affect the commencement and completion dates. The Company will notify the Customer upon the occurrence of any event that will affect the commencement and completion dates.
4. The Customer acknowledges that CenterPoint may request recovery of the capital (including a reasonable return) and expenses associated with the Project through either a distribution capital recovery factor application under Public Utility Commission of Texas Substantive Rule 25.243 or other rate proceeding. The Customer agrees that the Project is prudent, reasonable and necessary and acknowledges that CenterPoint may request recovery by CenterPoint of all used and useful capital (including a reasonable return) and the reasonable and necessary expenses associated with the Project.
5. During the Project period, CenterPoint will work in good faith with vendors to identify satisfactory LED replacement luminaires for those street light luminaires within the City that are not currently part of the Project. As the Company and the Customer agree on additional LED replacement luminaires, the Company will seek regulatory approval of rates for those street lights not currently part of the Project, if different than the rates described in the Company’s Tariff, and following regulatory approval, if needed, will add those street lights to the Project.
6. The Signatories agree that this agreement may be executed in multiple counterparts.
7. This agreement is effective on the date it is signed by all parties.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LA MARQUE

By: _____
Name: _____
Title: _____
Date: _____



CITY COUNCIL AGENDA FORM

Meeting Date: July 11, 2022

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding an update to Gulf Coast Water Authority Contract

ATTACHMENTS FOR REFERENCE:

☒

1. Gulf Coast Contract Renewal
2. Expense Summary Sheet - Original
3. Expense Summary Sheet - Revised
4. Email - Dave Davis

STAFF BRIEFING:

- New contract for water supply from Gulf Coast Water Authority
- Term of Contract 40 years - December 31, 2062
- Additional water supply of 1.247 MGD; increasing total to 4.027 MGD, resulting in a 31% increase of guaranteed water supply

City Engineer has reviewed and approved.

City Attorney has reviewed and approved.

Finance Director has reviewed and approved.

City Manager has reviewed and approved.

HISTORY:

- Previously discussed with City Council on May 9, 2022
- Contract was approved by 4-1 vote but was not signed due to incorrect data.
- The Additional Water Purchase Calculation was incorrect in the Financial Summary
- No Discussion of the increase in Water Rates for O&M expenses at that time.
- Water Rates per se are not specifically covered in the Contract, only the ability to adjust.

TARGET IMPLEMENTATION: July 15, 2022

SIGNIFICANT ACTION DATES:

Date - May 9, 2022

Cost Details:



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 | |

Budgeted	
Actual Bid	
Estimated Expenditure	\$226,120
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION:

Motion to approve the new Contract with Gulf Coast Water Authority for water supply in the amount of 4.003MGD through December 31st 2062.

FISCAL IMPACT: The additional water quantity will increase annual payment by \$226,120 - effectively approximately \$0.286 / 1000 gallons (not including O&M rate increase)

Current rates of \$1.19/1000 gals increase to \$1.58 / 1000 gals, due to additional capital costs and raw water costs and O&M water rate increase of \$0.18 / 1000 gals

RESOLUTION NO. R-2022-0037

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDED AND RESTATED MUNICIPAL SYSTEM CUSTOMER CONTRACT BETWEEN THE GULF COAST WATER AUTHORITY AND THE CITY OF LA MARQUE, TEXAS

WHEREAS, the City currently purchases its potable water from the Gulf Coast Water Authority.

WHEREAS, the City and the Gulf Coast Water Authority entered into negotiations to extend its potable water supply contract and increase the capacity of potable water available to the City.

WHEREAS, the City of La Marque Texas previously authorized the City Manager to sign the Amended and Restated Municipal System Customer Contract in May 2022.

WHEREAS, the Gulf Coast Water Authority has updated its fiscal calculations to provide amended water rates for the purchase of existing and additional capacity.

WHEREAS, the increase in water supply will provide additional water for the City and support additional growth.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Manager and Mayor are authorized to sign the Amended and Restated Municipal System Customer Contract between the Gulf Coast Water Authority and the City of La Marque, Texas.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 11th day of July 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

AMENDED AND RESTATED
MUNICIPAL SYSTEM CUSTOMER CONTRACT

between

GULF COAST WATER AUTHORITY

and

CITY OF LA MARQUE, TEXAS

Dated as of _____, 2022

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AMENDED AND RESTATED
MUNICIPAL SYSTEM CUSTOMER CONTRACT

THIS AMENDED AND RESTATED MUNICIPAL SYSTEM CUSTOMER CONTRACT (this “Agreement”), dated the ____ day of _____, 2022, is entered into by and between GULF COAST WATER AUTHORITY, a Texas conservation and reclamation district (the “Authority”), and CITY OF LA MARQUE, TEXAS (“Purchaser”). This Agreement completely amends, repeals and replaces and supersedes any prior agreements between the parties (or their predecessors in interest) regarding the subject matter herein, including, without limitation, the Mainland Water Project Customer Contract, entered into between the Authority, formerly known as Galveston County Water Authority, and Purchaser, dated as of August 7, 1981, as amended by the First Amendment, dated as of September 14, 1981, the Second Amendment, dated as of June 22, 1998, the Third Amendment, dated as of June 16, 2011, and the Fourth Amendment, dated as of May 1, 2014, and the Mainland Water Project Customer Contract (South Project), entered into between the Authority and Purchaser on July 1, 1998, as amended by the First Amendment, dated as of June 16, 2011, and the Second Amendment, dated as of May 1, 2014 (collectively, the “Existing Agreements”).

WITNESSETH:

RECITALS

WHEREAS, Purchaser is located in Galveston County, Texas, and needs a reliable supply of Potable Water (as defined herein); and

WHEREAS, the Authority supplies water to customers in its Canal Division, Industrial Division and Mainland Division (each as hereafter defined); and

WHEREAS, through its Mainland Division, the Authority supplies Potable Water to various customers through the Mainland Project (as hereafter defined); and

WHEREAS, in order to more accurately reflect the composition of the Customers currently served by the Mainland Division and the operation of the water system, the Authority will now refer to the Mainland Project and the Mainland Division as the Municipal System; and

WHEREAS, the Customers (as hereafter defined) have previously entered into the Existing Agreements through which the Customers receive Potable Water that is supplied by the Municipal System and the parties to such contracts now wish to amend and restate the terms thereof; and

WHEREAS, Purchaser and other entities entering into a Municipal System Customer Contract (as defined herein) similar to this Agreement acknowledge that the Authority will issue contract revenue bonds from time to time as provided herein for the improvement, construction, reconstruction expansion and equipment of the facilities utilized to provide water to the Customers and the development of water supplies to serve the Municipal System, and the Purchaser has agreed pursuant to the terms hereof to pay all charges related to such indebtedness and to purchase Potable Water from the Authority; and

WHEREAS, Purchaser is aware that the water to be supplied to Purchaser by the Municipal System under the terms of this Agreement will primarily be supplied by means of the Authority's Canal Division and Industrial Division, and therefore the Authority must comply with certain provisions of the Industrial Division Customer Contract (as defined herein) related to the Canal System (as defined herein) and the Texas City Reservoir and Raw Water Conveyance System (as defined herein), including provisions related to the payment of debt service on certain bonds issued for the purposes of such systems as part of the Raw Water Charges (as defined herein), and Purchaser is familiar with its terms and provisions; and

WHEREAS, the references in the Industrial Division Customer Contracts to the Reserved Capacity of Municipal System Customers shall now be understood to refer to the Contract Quantity of Municipal System Customers; and

WHEREAS, the Authority and Purchaser each, for and on behalf of itself, represents to the other that it is authorized to enter into this Agreement under the constitution and laws of the State of Texas, including without limitation, the Authority Act (as defined herein), Chapters 49 and 54, Texas Water Code, as amended, and Section 791.026, Texas Government Code, as amended.

NOW THEREFORE, for and in consideration of the mutual premises, covenants, obligations and benefits in this Agreement, the Authority and Purchaser agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For all purposes of this Agreement, the following definitions of certain terms used herein shall apply:

"Additional Municipal System Reserve Fund" shall have the meaning ascribed thereto in Section 7.4 of this Agreement.

"Annual Budget" shall mean the budget of anticipated expenditures for the Municipal System which is to be prepared each year by the Authority pursuant to Section 4.9 hereof.

"Authority" shall mean Gulf Coast Water Authority and its successors and assigns.

"Authority Act" shall mean Chapter 712, Acts of the 59th Texas Legislature, 1965, as amended (compiled as Article 8280-339 Vernon's Texas Civil Statutes, as amended).

"Bayshore Transmission System" shall mean the water transmission line and related appurtenances running from an origination point at the intersection with the North Transmission System at the northwest of the intersection of N. Humble Camp Road and Paula Lane, to a termination point at the intersection with the Kemah Transmission System to the west of the Highway 146, north of mile marker 11 on the western edge of the utility/pipeline easement (as depicted on Exhibit C-2). The Bayshore Transmission System is further subdivided into segments. Segment D-F running from the origin point north to where the line splits for the San Leon Municipal Utility District point of delivery, Segment F-G from the San Leon Municipal Utility District split to the location where the line splits for the Bacliff Municipal Utility District point of delivery, and Segment G-H from the Bacliff Municipal Utility District split to the termination point

(as depicted on Exhibit C-2). For purposes of clarity, the Bayshore Transmission System includes any laterals to the points of delivery identified below. The following four (4) Customer points of delivery (located and numbered as depicted on Exhibit C-2) are currently located on this transmission system (points of delivery may be added or changed from time to time):

6. City of Texas City;
7. San Leon Municipal Utility District;
8. Bacliff Municipal Utility District; and
9. Bayview Municipal Utility District.

“Board” shall mean the Board of Directors of the Authority or any successor governing body of the Authority.

“Bonds” shall mean the Municipal System Bonds and any Special Project Bonds that are Outstanding at any time.

“BRA” shall mean Brazos River Authority and its successors and assigns.

“Budgeted Capital Charges” shall mean the charges described in Section 4.4 of this Agreement.

“Budgeted Capital Expenses” shall mean the budgeted capital costs (within the meaning of generally accepted accounting principles applicable to governmental entities and not otherwise funded through the issuance of Municipal System Bonds or related Customer contributions) included in each Annual Budget for any capital repair, renewal, replacement, rehabilitation, modification, extension, expansion, merger, enlargement, acquisition, addition, or improvement to the Municipal System that extends the lifespan of the asset, including the accumulation of reasonable reserves therefor. Budgeted Capital Expenses shall not include capital expenditures associated with any Special Project Facilities, except as may be provided in an amendment to this Agreement.

“Canal A System” shall mean the water canal system located in Brazoria, Fort Bend, and Galveston Counties, Texas, including all or most of the properties and interests in property, real, personal, or mixed, acquired by BRA from American Canal Company of Texas and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions and extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority, including the headquarters office building currently in Texas City, Texas, and property at Alvin, Texas, and the water canal connecting the Canal A System to the Canal B System.

“Canal B System” shall mean the water canal system located in Fort Bend, Brazoria, and Galveston Counties, Texas, including all or most of the properties and interests in property, real, personal, or mixed, acquired by BRA from the Briscoe Irrigation Company and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions and

extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority.

“Canal Division” or “Canal System” shall mean the physical properties and interests in physical property of the canal systems benefitting the Municipal System from time to time, including without limitation the Canal A System, the Canal B System, and the Canal G System, and which may upon action of the Board be expanded to include the Canal J System (provided that at the time of combination the conditions outlined in Section 6.2 of this Agreement are met), together with all additions to, replacements in, and expansions and extensions of such properties and interests in property, all exclusive, however, of any physical properties which constitute Special Project Facilities or which constitute the Industrial Division.

“Canal G System” shall mean the water canal system located in Galveston County, Texas, including all of the properties and interests in property, real, personal, or mixed, acquired by BRA from Industrial Water Company and thereafter acquired by Authority from BRA, together with all additions to, replacements in, and expansions and extensions of such properties and interests in property heretofore or hereafter made or acquired by BRA or Authority.

“Canal J System” shall mean the water canal system located in Brazoria and Fort Bend Counties, Texas, including the Chocolate Bayou, Halls Bayou, Juliff, and Mustang Bayou Canal Systems, collectively purchased by Authority in 2006 from the Chocolate Bayou Water Company, together with the associated water rights and appurtenances, and extensions, enlargements and replacements thereof

“Canal System Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“Commission” shall mean the Texas Commission on Environmental Quality or its successor agency.

“Components of the Municipal System” or “Component” shall mean, collectively or individually, as of the date of this Agreement, the Mackey Plant, the Bayshore Transmission System, the Kemah Transmission System, the North Transmission System, the North-South Interconnect, the South Transmission System (which includes the South Transmission Line, the Highway 6 Transmission Line and the 39-Inch Transmission Line), and the 7.9 MGD Mackey Plant Expansion, and any other project designated as such in an addendum, supplement, or amendment to this Agreement or any contract relating to a Special Project Facility. For avoidance of doubt, each line that constitutes a Component of the Municipal System is defined to end at the Customers’ respective points of delivery, specifically at the flange on the downstream side of the applicable meter. “Component” or “Component of the Municipal System” singularly shall mean any one of the aforementioned Components of the Municipal System. Subject to the terms hereof, additional Components of the Municipal System (i.e., other additions, improvements and extensions) may subsequently be acquired or constructed, and thereafter be considered Components of the Municipal System.

“Contract Quantity” shall mean that maximum quantity of water that the Authority is obligated to provide to each Customer from the Mackey Plant as provided in Section 2.1 of this

Agreement. The Contract Quantities for all of the Customers as of August 31, 2022 and in connection with the execution of this Agreement, are set forth in Exhibit A attached hereto, which Exhibit A may be updated by the Authority from time to time, upon notice to each Customer pursuant to Section 2.5 to reflect changes in Customer's Contract Quantities pursuant to the terms of this Agreement or the addition of new Customers.

"Contract Year" shall mean the Authority's Fiscal Year.

"Customers" or "Municipal System Customers" shall mean the Bacliff Municipal Utility District, Bayview Municipal Utility District, Galveston County Water Control and Improvement District No. 1, Galveston County Water Control and Improvement District No. 12, San Leon Municipal Utility District, the City of La Marque, the City of Galveston, the City of League City, the City of Texas City, the City of Hitchcock, Galveston County Fresh Water Supply District No. 6, Galveston County Water Control and Improvement District No. 8, Galveston County Municipal Utility District No. 12, and any additional entities that become parties to Municipal System Customer Contracts as provided under the terms of this Agreement, and their successors and assigns.

"Customer Group" shall mean any Customer Group established by the Authority and its Customers pursuant to the terms of this Agreement. A listing of the Current Customer Groups is included in Exhibit B-2 of this Agreement, which exhibit may be updated from time to time by the Authority to reflect changes in Customer participation.

"Discretion" shall mean reasonable discretion unless otherwise defined within the Section.

"Effective Date" shall mean the effective date of this Agreement as described in Section 13.2 of this Agreement.

"Excess Use Charges" shall mean the additional charges that accrue when Purchaser exceeds the Contract Quantity as described in Section 4.6 of this Agreement.

"Existing Agreements" shall have the meaning ascribed thereto in the introductory paragraph to this Agreement.

"Fiscal Year" shall mean the one-year period, currently beginning September 1 and ending on August 31, designated by the Board as the Fiscal Year of the Authority, which Fiscal Year is subject to change by the Board.

"Highway 6 Transmission Line" shall mean the water transmission line and related appurtenances running from an origination point at the 36-Inch Valve and the 30-Inch Valve adjacent to the Alta Loma Pump Station Pressure Reduction Station to a termination point near the northern end of the Galveston Island Railroad Crossing Bridge (as depicted on Exhibit C-7-B). The Highway 6 Transmission Line is further subdivided into segments. Segment N-K running from the origin point east along Highway 6 to the meter at the intersection with the South Transmission Line, Segment K-M from the meter at the intersection with the South Transmission Line to where the line splits for the Galveston County Fresh Water Supply District No. 6 point of delivery, and Segment M-L from the Galveston County Fresh Water Supply District No. 6 split to the termination point (as depicted on Exhibit C-7-B). For purposes of clarity, the Highway 6

Transmission Line includes any laterals to the points of delivery identified below. The following four (4) Customer points of delivery (located and numbered as depicted on Exhibit C-7-B) are currently located on this transmission line (points of delivery may be added or changed from time to time):

- 11A. City of Galveston;
- 12. Galveston County Fresh Water Supply District No. 6;
- 13. Galveston County Municipal Utility District No. 12; and
- 14. City of Hitchcock.

“Industrial Division” shall mean the Industrial Pump Station and Raw Water Transmission System (as defined in the Industrial Division Customer Contracts) and the Texas City Reservoir and Raw Water Conveyance System (as defined in the Industrial Division Customer Contracts), including the reservoir and water distribution system (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and other physical properties acquired by the Authority from Industrial Water Company, under that certain “GCWA Agreement” dated June 1, 1971, between Industrial Water Company and the Authority (then known as Galveston County Water Authority of Galveston County, Texas), together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by the Authority, all exclusive, however, of any physical properties which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts), or which are part of the Canal Division.

“Industrial Division Customer Contracts” shall mean the Amended and Restated Industrial Customer Contracts between the Authority and the Industrial Division Customers, initially executed beginning in 2015, and providing for the sale of water for industrial purposes to the Industrial Division Customers, as they may be as amended or supplemented from time to time.

“Industrial Division Customers” shall mean each of Union Carbide Corporation, Eastman Chemical Texas City, Inc., Valero Refining – Texas, L.P., Blanchard Refining Company LLC, ISP Technologies, Inc., the City of Texas City, and their successors and assigns, and any additional entities that become parties to Industrial Division Customer Contracts, and their successors and assigns.

“Kemah Transmission System” shall mean the water transmission line and related appurtenances running from an origination point at the intersection with the Bayshore Transmission System to the west of the Highway 146, north of mile marker 11 on the western edge of the utility/pipeline easement to a termination point south of the intersection of Marina Bay Drive and Hanson Road in the City of Kemah (as depicted on Exhibit C-3, Segment H-I). For purposes of clarity, the Kemah Transmission System includes any laterals to the point of delivery identified below. One Customer has a point of delivery (located and numbered as depicted on Exhibit C-3) that is currently located on this transmission system (points of delivery may be added or changed from time to time):

10. Galveston County Water Control and Improvement District No. 12.

“League City Transmission Line” shall mean the transmission lines and related appurtenances running from an origination point at the pump station located in the City of Webster, Texas near the border line between Galveston County and Harris County to a termination point at the Calder Meter Station located northwest of the intersection of FM 517 and Calder Drive in the City of League City (as depicted on Exhibit C-6).

“Mackey Plant” shall mean the existing Thomas S. Mackey Water Treatment Plant located in Texas City, as it may be expanded from time to time, and all other improvements, equipment, pumps, pump stations, fixtures and facilities located thereon or used in association therewith, and all additions and improvements thereto.

“Mainland Division” shall now mean the Municipal System.

“Mainland Project” shall now mean the Municipal System.

“Municipal System” shall mean and include the water supply, treatment and distribution system heretofore constructed and acquired by the Authority for the benefit of the Customers as may be extended, expanded or improved from time to time, including, but not limited to, all water plants, pipelines, valves, pumps, treatment equipment, interests in land, and everything appurtenant thereto or necessary to supply Purchaser and the other Customers with Potable Water at their respective points of delivery (which Municipal System on the date of this Agreement consists of the components depicted in Exhibit C hereto). Subject to the terms hereof, additional Components of the Municipal System (i.e., other additions, improvements, expansions and extensions) may subsequently be acquired or constructed, and thereafter be considered Components of the Municipal System. The “Municipal System” shall not, however, mean or include the Industrial Division, the Canal Division or any part or parts thereof. The Municipal System was formerly known as the Mainland Project.

“Municipal System Bonds” shall mean any bonds, notes or credit agreements issued or entered into by the Authority for the purpose of financing or refinancing the Municipal System or any one or more Components of the Municipal System from time to time, and any bonds, notes or credit agreements issued or entered into to refund or refinance such bonds, notes or credit agreements.

“Municipal System Customer Contracts” shall mean the various contracts between the Authority and the Customers for the construction and operation of the Municipal System, as amended, supplemented or related from time to time.

“Municipal System Debt Service Charges” shall mean the charges described in Section 4.7 of this Agreement.

“Municipal System Debt Service Reserve Fund” shall mean the special fund or funds to be established, maintained, and utilized, from time to time as debt service reserve funds for any one or more series Municipal System Bonds issued under this Agreement under a bond resolution.

“Municipal System Debt Service Reserve Fund Requirement” shall mean an amount equal to the lesser of (i) the maximum annual debt service required on the Outstanding principal of the Municipal System Bonds, (ii) one-hundred-twenty-five percent (125%) of the average annual debt service required thereof, or (iii) ten percent (10%) of the principal amount of the Municipal System Bonds, or such lesser amount required by Treasury Regulation § 148-2(f)(2) or any successor Treasury Regulation.

“Municipal System Operating Advisory Committee” shall mean the operating advisory committee described in Article IX of this Agreement.

“Municipal System Operating Charges” shall mean the charges described in Section 4.3 of this Agreement.

“Municipal System Operating Expenses” shall mean all (i) non-capital costs and expenses paid or incurred by the Authority in connection with the ownership, operation, maintenance or repair of the Municipal System, including a reasonable allocation of the Authority’s general overhead and administrative expenses attributable to the Municipal System, the costs of adopting and implementing the Authority’s water conservation and drought contingency plans and rules and regulations related thereto as generally described in Section 3.7 hereof, as well as the accumulation of reasonable reserves for operations and maintenance costs, emergencies, and contingencies, (ii) costs of developing and exploring new or potential sources of water to serve the Municipal System, including the accumulation of reasonable reserves therefor, and (iii) costs of water to be purchased or produced by the Authority, including the accumulation of reasonable reserves therefor, to the extent such charges are not included as Raw Water Charges. Municipal operating reserves established as part of the Municipal System Operating Expenses shall not exceed six months of Municipal System Operating Expenses. Municipal System Operating Expenses shall not include the cost of operating or maintaining any Special Project Facilities, except as provided in an amendment to this Agreement.

“North-South Interconnect” shall mean the portion of the water transmission lines and related appurtenances owned by the Authority or operated by the Authority pursuant to contractual arrangements running from an origination point at the intersection with the North Transmission System northeast of the intersection of Attwater Avenue and North Humble Camp Road in the City of Texas City running roughly parallel to Canal G System to a termination point where the Canal G System intersects 39-Inch Transmission Line at Avenue L in the City of Santa Fe (as depicted on Exhibit C-5, Segment C-R), as may be modified to address future changes in ownership or contractual arrangements. For purposes of clarity, the North-South Interconnect includes any laterals to any point(s) of delivery. No Customer has a point of delivery currently located on this transmission line (points of delivery may be added or changed from time to time).

“North Transmission System” shall mean the water transmission lines and related appurtenances running from an origination point at the above ground transmission meter at the Thomas Mackey Water Treatment Plant to a termination point at the intersection with the Bayshore Transmission System to the northwest of the intersection of Humble Road and Paula Lane (as depicted on Exhibit C-4). The North Transmission System is further subdivided into segments. Segment A-B running from the origin point to the split in the line at Attwater Avenue, and Segment B-C running from the split in the line at Attwater Avenue to where it intersects the North-South

Interconnect adjacent to North Humble Camp Road, and Segment C-D from the intersection with the North-South Interconnect to the point where the North Transmission System intersects with the Bayshore Transmission System, and Segment D-E running from the point where the North Transmission System intersects with the Bayshore Transmission System west to the Galveston County Water Control and Improvement District No. 1 point of delivery (as depicted on Exhibit C-4). For purposes of clarity, the North Transmission System includes any laterals to the points of delivery identified below. The following six (6) Customer points of delivery (located and numbered as depicted on Exhibit C-4) are currently located on this transmission system (points of delivery may be added or changed from time to time):

1. City of Texas City – two points of delivery located at the above ground transmission meters at the Thomas Mackey Water Treatment Plant;
2. City of La Marque;
3. City of Texas City;
4. City of Texas City; and
5. Galveston County Water Control and Improvement District No. 1.

“Outstanding” shall have the meaning ascribed thereto in Section 14.2 of this Agreement.

“Point(s) of Delivery” shall mean the points of delivery constructed and installed by agreement of the Authority and Purchaser pursuant to this Agreement, which initial Points of Delivery are as follows:

2. City of La Marque; and
16. City of La Marque.

“Point of Delivery Contract Quantity” shall mean the maximum portion of a Customer’s Contract Quantity delivered to the Customer by means of a specified Point of Delivery as further provided in Section 2.1 of this Agreement. The Point of Delivery Contract Quantities for all of the Customers as of August 31, 2022, are set forth in Exhibit B-1 attached hereto, which Exhibit B-1 may be updated by the Authority from time to time to reflect changes in Point of Delivery Contract Quantity for Customers of the Municipal System pursuant to the terms of this Agreement.

“Potable Water” shall mean water that has been treated for public drinking water supply purposes.

“Purchaser” shall mean the Purchaser named on page 1 of this Agreement, and its successors and assigns.

“Raw Water Charges” shall mean the dollar amounts required to be paid by Municipal System Customers to the Industrial Division for raw water, which includes components for operations and maintenance costs, costs of capital, and debt service for the Canal Division and the

Texas City Reservoir and Raw Water Conveyance System as more specifically described in Article VI of the Industrial Division Customer Contracts.

“Seller’s Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“7.9 MGD Mackey Plant Expansion” shall mean the construction, acquisition and equipment of facilities and improvements required to expand the capacity of the Mackey Plant by 7,900,000 gallons per day from 49,700,000 gallons per day to 57,600,000 gallons per day, which includes Canal System capital charges associated with the additional raw water to serve the expansion.

“7.9 MGD Mackey Plant Expansion Bonds” shall mean the Municipal System Bonds issued in one or more series for the purpose of financing the design, construction, and equipment of improvements to the 7.9 MGD Mackey Plant Expansion.

“South Transmission System” shall mean the water transmission lines and related appurtenances running from an origination point at meter at the south end of the Mackey Plant high service header to termination points at the end of the South Transmission Line located near the northern end of the Galveston Island Railroad Crossing Bridge and at the intersection with the League City Transmission Line at the Calder Meter Station located northwest of the intersection of FM 517 and Calder Drive in the City of League City (as depicted on Exhibit C-7). The South Transmission System is further subdivided into the South Transmission Line, the Highway 6 Transmission Line, and the 39-Inch Transmission Line.

“South Transmission Line” shall mean the water transmission lines and related appurtenances running from an origination point at meter at the south end of the Mackey Plant high service header to termination points at the end of the South Transmission Line located near the northern end of the Galveston Island Railroad Crossing Bridge (as depicted on Exhibit C-7-A). This line is further subdivided into segments. Segment J-K running from the origin point to the meter at the intersection with the Highway 6 Transmission Line, and Segment K-L from the meter at the intersection with the Highway 6 Transmission Line to the termination point (as depicted on Exhibit C-7-A). For purposes of clarity, the South Transmission Line includes any laterals to the point of delivery identified below. One Customer has a point of delivery (located and numbered as depicted on Exhibit C-7-A) that is currently located on the South Transmission Line (points of delivery may be added or changed from time to time):

11B. City of Galveston.

“Special Project Bonds” shall have the meaning ascribed thereto in Section 7.8 of this Agreement.

“Special Project Facilities” shall have the meaning ascribed thereto in Section 7.8 of this Agreement.

“Special Project Customers” shall have the meaning ascribed thereto in Section 7.8 of this Agreement.

“Tax-Exempt Bonds” shall mean bonds the interest of which is excludable from gross income for federal income tax purposes.

“Texas City Reservoir and Raw Water Conveyance System” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“Texas City Reservoir and Raw Water Conveyance System Revenue Bonds” shall have the meaning ascribed thereto in the Industrial Division Customer Contracts.

“39-Inch Transmission Line” shall mean the water transmission lines and related appurtenances running from an origination point at the intersection with the Highway 6 Transmission Line, at the 36-Inch Valve and the 30-Inch Valve adjacent to the Alta Loma Pump Station Pressure Reduction Station to a termination point at Calder Meter Station where it intersects with the League City Transmission Line (as depicted on Exhibit C-7-C). The 39-Inch Transmission Line is further subdivided into segments. Segment N-O running from the origin point north to the split for the Galveston County Water Control and Improvement District No. 8 11th Street point of delivery, Segment O-P running from the 11th Street split north to where the line splits for the City of La Marque point of delivery on FM 1764, Segment P-Q from the City of La Marque split to where the line splits for the Santa Fe Avenue L point of delivery, Segment Q-R from the Avenue L split to the intersection with the North-South Interconnect adjacent to the intersection of the Galveston Canal and Avenue L in the City of Santa Fe, Segment R-S from the intersection with the North-South Interconnect to the where the line splits for the Galveston County Water Control and Improvement District No. 1 point of delivery on FM 517, and Segment S-T from the Galveston County Water Control and Improvement District No. 1 point of delivery to the termination point. For purposes of clarity, the 39-Inch Transmission Line includes any laterals to the points of delivery identified below. The following five (5) Customer points of delivery (located and numbered as depicted on Exhibit C-7-C) are currently located on this transmission line (points of delivery may be added or changed from time to time):

15. Galveston County Water Control and Improvement District No. 8;
16. City of La Marque;
17. Galveston County Water Control and Improvement District No. 8;
18. Galveston County Water Control and Improvement District No. 1; and
19. City of League City.

“Water Treatment Plants” shall mean the Mackey Plant and any additional Potable Water treatment facilities and all other improvements, equipment, pumps, pump stations fixtures and facilities located at the potable plant sites or used in association therewith as may be added to the Municipal System from time to time.

Section 1.2. Table of Contents, Titles and Headings. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in

construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.3. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) The coordinates utilized in this Agreement are provided in the World Geodetic System (WGS) 1984.

ARTICLE II
CONTRACT QUANTITY

Section 2.1. Contract Quantity. (a) The Municipal System has been designed and constructed, in such a way that after the completion of the 7.9 MGD Mackey Plant Expansion, the Mackey Plant will be able to deliver and the Authority shall be obligated to deliver to Purchaser a maximum number of gallons of water per day (averaged over each calendar month) equal to Purchaser's Contract Quantity, subject to the provisions of this Agreement.

(b) The Authority will deliver Purchaser's Contract Quantity to Purchaser's Point(s) of Delivery through Components of the Municipal System. In some instances, constraints in the capacity of Components of the Municipal System may prevent the delivery of a portion of a Customer's Contract Quantity to one or more of Purchaser's Points of Delivery. To that end, the Point of Delivery Contract Quantity is the maximum portion of a Customer's Contract Quantity that can be delivered to a Customer by means of the Municipal System to a Point of Delivery. The Authority's obligation to deliver Purchaser's Contract Quantity shall be limited by the Point of Delivery Contract Quantity. The current Contract Quantities and Point of Delivery Contract Quantities are set forth in Exhibit A and Exhibit B-1 attached hereto, which exhibits may be updated by the Authority from time to time to reflect the then-current Contract Quantity and Point of Delivery Contract Quantities of Municipal System Customers.

(c) Purchaser acknowledges that the Municipal System was developed to accommodate the delivery of Potable Water to Customers at identified points of delivery taking into account Contract Quantities at the time Components of the Municipal System were constructed. To the extent that it is necessary to make additions, extensions, or improvements to the Municipal System as a result of Purchaser's acquisition of additional Contract Quantity from the Authority or another Customer or by virtue of Purchaser's change in Point of Delivery, such Customer shall be responsible for any and all costs associated with such additions, extensions, or improvements. The additional capacity associated with such additions, extensions, or improvements, when made, shall be reflected in Purchaser's applicable Point of Delivery Contract Quantities, as applicable.

(d) If Purchaser desires to reallocate its Point of Delivery Contract Quantity, it may request such reallocation by the Authority no later than 180 days prior to the beginning of the Authority's Fiscal Year, and the Authority's approval of such reallocation shall not be

unreasonably withheld. If approved by the Authority, such reallocation shall be evidenced by written agreement between Purchaser and the Authority, provided that the Authority's obligation to deliver water in accordance with such reallocation is not effective until any necessary additions, extensions, or improvements to the Municipal System as described in clause (c) above are complete. Following such written agreement, the updated Point of Delivery Contract Quantity will be reflected in an update to Exhibit B-1 hereto.

(e) Subject to the other provisions of this Agreement (including specifically the allocation of Municipal System Operating Charges by actual water usage pursuant to Section 4.3(b) hereof), the Authority shall sell and deliver to Purchaser, and Purchaser shall take and pay for or pay for whether taken or not, its Contract Quantity as provided herein. Purchaser's Contract Quantity shall remain in effect until the termination of this Agreement, unless increased or decreased pursuant to the provisions of this Agreement. Except as provided in Article V and VIII, nothing in this Agreement shall be interpreted to allow Authority to increase or decrease Purchaser's Contract Quantity without the express written consent of Purchaser.

(f) In connection with its execution of this Agreement, Purchaser is increasing its Contract Quantity by 1.247 million gallons per day through participation in the 7.9 MGD Mackey Plant Expansion, which amount is included in the attached Exhibit A. In connection with Purchaser's increase in Contract Quantity, Purchaser is financing its \$3,491,600 share of the costs associated with the 7.9 MGD Mackey Plant Expansion by participating in the issuance of the 7.9 MGD Mackey Plant Expansion Bonds to be issued after the Effective Date of this Agreement, such issuance expected to be between April 1, 2022 and December 31, 2022. Purchaser acknowledges and agrees that the issuance of the 7.9 MGD Mackey Plant Expansion Bonds will additionally include costs of issuance and may include reserve fund requirements that will also be financed through the 7.9 MGD Mackey Plant Expansion Bonds, with such amounts determined at the time the bonds are issued and apportioned among participants in the 7.9 MGD Mackey Plant Expansion Bonds. Purchaser's share of the 7.9 MGD Mackey Plant Expansion Bonds being issued for the 7.9 MGD Mackey Plant Expansion is described in Addendum 1 to this Agreement, which may be updated in advance of the issuance of the 7.9 MGD Mackey Plant Expansion Bonds to reflect the final participants in the 7.9 MGD Mackey Plant Expansion Bonds.

Purchaser's Point of Delivery Contract Quantities following the 7.9 MGD Mackey Plant Expansion are set forth in Exhibit B-1 hereto.

Purchaser's obligation to make the Municipal System charges described in Article V of this Agreement for the additional Contract Quantity associated with the 7.9 MGD Mackey Plant Expansion (which additional Contract Quantity is described in this Section 2.1(f)) shall commence in the Authority Fiscal Year that begins on September 1, 2022. Purchaser recognizes that prior to the completion of the 7.9 MGD Mackey Plant Expansion, Purchaser will not be entitled to utilize the increase in Contract Quantity described in this Section 2.1(f). However, if prior to the completion of the 7.9 MGD Mackey Plant Expansion, Purchaser requests the delivery of water up to its total Contract Quantity following the increase described in this Section 2.1(f) and the Authority, in its sole discretion, determines that it can deliver to the Purchaser some or all of such water based on the then current demands on the Municipal System, the Authority may choose to deliver such water to Purchaser. Purchaser acknowledges that to the extent this Agreement does not become effective in its entirety prior to the need to finance the 7.9 MGD Mackey Plant

Expansion, additional agreements between the Purchaser and the Authority will be required to facilitate the completion and financing of the 7.9 MGD Mackey Plant Expansion and the delivery of water from such project.

(g) The unit of measurement for water delivered pursuant to this Agreement shall be in gallons, U.S. Standard Liquid Measure.

Section 2.2. Decrease in Contract Quantity.

(a) Purchaser's Contract Quantity, as set forth in Exhibit A hereto, may be decreased by Purchaser at any time and from time to time by any amount equal to the Contract Quantity that (i) one or more financially responsible Municipal System Customers, whether new or old, determined in accordance with subsection (c) below, are willing to contract for from the Authority by means of the Municipal System for a term extending to and including the later of last stated maturity of any then outstanding Municipal System Bonds or the end of the Term of this Agreement (upon and subject to substantially the same provisions as contained in this Agreement, including but not limited to all applicable charges under Article IV of this Agreement), (ii) will be available (taking into account Purchaser's requested decrease) from the Authority to such other Municipal System Customer, and (iii) the Authority determines is capable of being distributed to the proposed points of delivery for the entities acquiring such Contract Quantity through Municipal System and other Authority facilities (including the facilities of the Industrial Division or Canal Division).

(b) Each decrease in Contract Quantity pursuant to this Section 2.2 shall be accomplished by written notice from Purchaser to the Authority which (i) shall be signed also by the Municipal System Customers acquiring such Contract Quantity, (ii) shall specify the amount and effective date of such decrease and the Contract Quantity desired by such other Municipal System Customers, (iii) shall express such other Municipal System Customers' willingness to enter into such an agreement with the Authority effective as of the specified effective date for such decrease, and (iv) shall be given at least three (3) months in advance of such effective date. Purchaser may include a negotiated price per 1,000 gallons of Contract Quantity to be paid to the Purchaser by the Municipal System Customer acquiring such Contract Quantity; provided, however, that such charge shall be in addition to any amounts due under a Municipal System Customer Contract. If such a charge is included as a condition to the acquisition of such Contract Quantity, the notice to the Authority shall include the amount of such charge on a price per 1,000 gallon basis.

(c) Purchaser shall give the existing Municipal System Customers the right of first refusal to assume the decrease in Contract Quantity being effected (each Municipal System Customer's right of first refusal with respect to the decrease in Contract Quantity to be in the same proportion as such Municipal System Customer's Contract Quantity bears to the sum of the Contract Quantities of all Municipal System Customers exercising their rights of first refusal); and, provided, further, that the exercise of rights of first refusal shall not be binding on Purchaser unless the Municipal System Customers invoking their rights of first refusal are willing to pay the per 1,000 gallon charge to the Purchaser, if any, that was included in the notice. Such right of first refusal must be exercised, if at all, within forty-five (45) days after Purchaser notifies the Authority and the Municipal System Customers of such proposed decrease. If after such right of first refusal

period all of the available Contract Quantity has not been assumed by existing Municipal System Customers, the remaining portion of the available Contract Quantity may be made available to a new customer, subject to the requirements of this Section 2.2.

(d) In connection with a proposed reallocation of Contract Quantity under this Section 2.2, Municipal System Customers, new or old, seeking to acquire Contract Quantity shall provide the Authority with the information the Authority deems necessary to determine whether the Municipal System and other Authority facilities (including the facilities of the Industrial Division or Canal Division) can support the delivery of water to the proposed points of delivery. If the Authority determines that the Municipal System or other Authority facilities are not capable of supporting the delivery of water to the proposed points of delivery, the acquisition of additional Contract Quantity shall be conditioned upon the completion of any improvements to the facilities of the Authority that the Authority deems necessary or desirable for delivery of the additional Contract Quantity to the proposed points of delivery, with the costs of such improvements to be borne by the Municipal System Customer(s) seeking to acquire additional Contract Quantity requiring such improvements. If a Municipal System Customer wishes to acquire additional Contract Quantity following a determination by the Authority that the Components of the Municipal System are not capable of supporting the delivery of water to the proposed points of delivery, such Municipal System Customer may still contract for such additional Contract Quantity provided that the Contract specifies that the Authority is not required to deliver such additional Contract Quantity until such time as the improvements to the Components of the Municipal System required to enable such delivery have been made as well as such Municipal System Customer's obligation to pay for such improvements.

(e) The Municipal System Customer Contract of any existing Municipal System Customer acquiring additional Contract Quantity shall be amended to add, and any Municipal System Customer Contract of a new Municipal System Customer acquiring Contract Quantity shall include, an assumption by such Municipal System Customer, whether new or old, of the charges described in Article IV, herein associated with the Contract Quantity being acquired. The proposed decrease, however, shall not become effective if the Authority and such other Municipal System Customers should fail to execute such agreements by such effective date, unless the effective date is extended in the Authority's sole Discretion.

(f) So long as any Municipal System Bonds are Outstanding (as that term is defined in Section 14.2 of this Agreement), a decrease in Contract Quantity pursuant to this Section 2.2 shall not have the effect of relieving Purchaser of any liability that it would otherwise have pursuant to Article IV, herein if no such decrease had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by such assuming Municipal System Customer.

(g) If the acquisition of Contract Quantity by any customer under this Section 2.2 would result in the interest on any bonds of the Authority losing their eligibility for exclusion from federal income taxation, the customer acquiring such Contract Quantity shall be responsible for all costs associated with any remedial action necessitated by such acquisition. Prior to entering into an acquisition contract with a customer under this Section 2.2 that is not a political subdivision of the State of Texas, Purchaser will be required to provide to the Authority, at the Purchaser's expense, an opinion of bond counsel to the Authority to the effect that entering into such contract

will not adversely affect the excludability of interest on any issue of then-outstanding Tax-Exempt Bonds from gross income for federal income tax purposes.

Section 2.3. Effective Date of Decreases. Each decrease in the Contract Quantity pursuant to Section 2.2 herein shall be effective as of the effective date specified for such decrease, and the new Contract Quantity and Point of Delivery Contract Quantity shall be reflected in updates to Exhibit A and Exhibit B-1 to this Agreement and remain in effect hereunder until the termination of this Agreement unless otherwise changed pursuant to the provisions of this Agreement.

Section 2.4. Availability of Additional Capacity; Increases in Contract Quantity. To the extent there is additional capacity available in the Municipal System or the Authority is undertaking an expansion to the Municipal System that increases capacity in the Municipal System beyond the total amount of all Municipal System Customers' Contract Quantities, the Board may in its sole Discretion contract with any one or more existing Municipal System Customers or a new customer that is a financially responsible party willing to contract with the Authority for the acquisition of new Contract Quantity upon and subject to substantially the same provisions contained in this Agreement; provided, however that the Authority shall first make the additional capacity available to existing Customers and may only bring on a new customer to the extent that existing Customers do not avail themselves of the additional capacity within the time period specified by the Board. In connection with the acquisition of new or additional Contract Quantity by any existing or new Customer, the Authority may require the payment of a buy-in fee in an amount established by the Board from time to time. Any such buy-in fee paid to the Authority shall be utilized by the Authority to pay capital expenses associated with the Municipal System or the acquisition of additional water supplies to serve the Municipal System. Additionally, if the Authority determines that the Municipal System or other Authority facilities are not capable of supporting the delivery of water to the proposed points of delivery, the Authority shall condition its approval of a proposed contract upon the completion of any improvements to the facilities of the Authority that the Authority deems necessary or desirable for delivery of water to the proposed points of delivery under the proposed contract, with the costs of such improvements to be borne by the party seeking additional Contract Quantity or a change to Point of Delivery Contract Quantity.

Section 2.5. Notices of Increases and Decreases. Following any change to Customer Contract Quantities under this Agreement, the Authority shall provide an updated Exhibit A to each Customer. Upon written request from a Customer, the Authority will provide to the requesting Customer written confirmation of the Authority's determination that such adjustments will not prevent the Authority from providing service to such requesting Customer as provided in this Agreement.

ARTICLE III WATER DELIVERY, USE, QUALITY AND MEASUREMENT

Section 3.1. Point of Delivery. All water delivered by the Authority to Purchaser pursuant to this Agreement shall be delivered at Purchaser's Point(s) of Delivery.

As between the parties hereto the Authority shall be in exclusive control and possession of, and solely responsible for, all water deliverable hereunder until the same shall pass through the flange on the downstream side of the meter at such Point(s) of Delivery, and thereafter Purchaser shall be in exclusive control and possession thereof and solely responsible therefor. Additionally, Purchaser shall be solely responsible for the operations and maintenance of any facilities located downstream of such flange.

Section 3.2. Use. The Authority recognizes that the water delivered to Purchaser under this Agreement will be distributed to Purchaser's customers through Purchaser's water distribution system, and that such system is now or may hereafter be interconnected with the distribution system or systems of one or more Municipal System Customers. Purchaser recognizes that the water delivered by the Authority hereunder is not intended for resale by Purchaser's customers, and Purchaser agrees that no water delivered by the Authority hereunder will be sold or made available to any third party that intends to resell such water other than another Municipal System Customer or to the State or a political subdivision of the State (i) under emergency conditions or (ii) if the State or political subdivision of the State provides such water to its customers pursuant to published rates. Purchaser acknowledges that any such customers do not constitute Municipal System Customers or third-party beneficiaries of this Agreement and have no rights under this Agreement nor any right to enforce the provisions hereof.

Section 3.3. Quality and Pressure. The Authority agrees to sell and deliver to Purchaser Potable Water at the Point(s) of Delivery of a quality and pressure that meets the minimum federal and state regulatory standards. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE AUTHORITY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE QUALITY OR DELIVERY PRESSURE OF THE WATER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 3.4. Rate of Flow Limitation. The Authority will deliver to Purchaser at its Point(s) of Delivery an amount up to, but not to exceed, Purchaser's total Contract Quantity (subject to the limitations in Section 2.1(b)) during any 24-hour period at a maximum rate of flow expressed in gallons per minute not to exceed Customer's Contract Quantity in million gallons per day ("MGD") divided by 1,440 minutes times 1.3. If Purchaser informs the Authority that it temporarily needs a rate of flow greater than that described in the previous sentence and the Authority determines in its sole discretion that it can accommodate such increase without compromising its ability to deliver water to other Customers or the efficient operation of the Municipal System, the Authority will work with Purchaser to facilitate the temporary provision of water at a greater rate of flow. The Authority may from time to time establish reasonable adjustments to the rate of flow and time of flow limitations contained in this Section in order to ensure that each Customer receives its Contract Quantity share and to maintain the efficient operation of the Municipal System. Purchaser is not entitled to rely upon the delivery by the Authority of water in excess of Purchaser's Contract Quantity or an increase in the rate of flow of water delivered from the Municipal System to compensate for loss of pressure or other failure within Purchaser's water transmission and distribution system.

Section 3.5. Measurement. Purchaser and Authority agree that the meters at the Point(s) of Delivery shall be owned by Authority and tested and calibrated for accuracy by the Authority once each calendar year at intervals of approximately twelve (12) months. A report of such test

and calibration shall be furnished to Purchaser. The Purchaser shall be given at least five (5) days' prior notice of the time of any test and calibration of a meter and Purchaser and the Authority shall have the right to have a representative present at the test to observe the test and any adjustments found thereby to be necessary. In the event any questions arise at any time as to the accuracy of a meter, the meter shall be tested within a reasonable period of time following such request for testing by Authority or the Purchaser. The expense of such test is to be borne by the party requesting the test if the meter is found to be correct and by the Authority if it is found to be incorrect. Readings that vary within 1.5 per cent (1.5%) of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., currently in excess of 1.5% plus or minus of accuracy), then the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, the period shall be extended back ninety (90) days from the date of the initial request for meter testing, and the records of readings shall be adjusted accordingly. Following each test of a meter, the Authority shall cause the same to be calibrated to register accurately and a report forwarded to the Purchaser. If two meters are located at a Point of Delivery, the readings from Authority's meter shall control. IN NO EVENT SHALL ANY ADJUSTMENT BE MADE TO ANY PAYMENT FOR WATER BASED UPON ANY METER ERROR, METER READING ERROR, OR BILLING ERROR RESULTING FROM SUCH METER OR METER READING ERROR, KNOWN OR UNKNOWN, MORE THAN NINETY (90) DAYS AFTER SUCH PAYMENT IS MADE OR RECEIVED.

The Authority agrees that it will keep accurate records of the monthly readings from the meters it owns, which records shall be subject to inspection by Purchaser at reasonable times and places. The Authority agrees to make such readings available to Purchaser electronically.

Section 3.6. Rules and Regulations. It is understood and agreed that the Authority has and shall have the sole authority and responsibility for operation of the Municipal System. The Authority may from time to time establish reasonable standards and rules for such operation which are not inconsistent with providing water service to Purchaser in accordance with the other terms and provisions of this Agreement.

Section 3.7. Conservation of Water. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall reasonably maintain and operate its facilities in a manner that will promote beneficial use, and prevent unnecessary waste, of water. The Authority, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation and drought management for water supplied by the Authority to Purchaser and other customers of the Authority with which Purchaser must comply. Purchaser shall adopt and implement a water conservation and drought contingency plan, as required by applicable law, which may be reviewed by the Authority. If required by applicable law or regulation, Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or provide water services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation and drought contingency plan in compliance with such applicable law or regulation.

Section 3.8. Breaks in Lines. The Authority will promptly and reasonably act to repair any leaks or breaks in water transmission lines of the Municipal System that could cause a reduction in water supply to the Point(s) of Delivery.

ARTICLE IV RATES, FEES, CHARGES AND ASSESSMENTS

Section 4.1. Municipal System Charges. The parties hereto recognize that because the operation, maintenance, repair, and replacement expenses of the Municipal System will vary from time to time, it is neither practical nor possible to fix a schedule of specific rates in this Agreement that will control the price paid by Purchaser to the Authority for water delivered throughout the term of this Agreement. The parties recognize, however, that the Authority is not organized for profit and that its rates for water should at all times be the economically reasonable rates that are consistent with good business management on the part of the Authority and with the commitment that the Authority must make to its bondholders in order to provide funds with which to expand, improve, construct, and equip the Municipal System. Purchaser further recognizes that all or a portion of the raw water supplied to it will be supplied by means of the Authority's Canal Division and Industrial Division, and that the Municipal System must pay for such water through the payment of the Raw Water Charges.

As full and complete payment for its Contract Quantity from time to time in effect, and the water from time to time hereafter taken and received hereunder, Purchaser shall pay monthly to the Authority, in the manner set forth in Section 5.1 of this Agreement, total charges which shall include its allocated share (as defined in the Sections for each charge set forth in this Article IV) of the (1) Raw Water Charges; (2) Municipal System Operating Charges; (3) Budgeted Capital Charges; (4) Excess Use Charges, if any; (5) Municipal System Debt Service Charges; and (6) any fee or rate established by rate order of the Board. A rate or charge imposed by the Authority is conclusively presumed valid and to have occurred in accordance with all applicable statutes and contracts of the Authority on the second anniversary of the date such rate or charge is set unless a lawsuit or administrative action to invalidate such rate or charge has been filed before such second anniversary.

Section 4.2. Raw Water Charges. Raw Water Charges shall be allocated among all Customers each month based on their Contract Quantities, pursuant to the Industrial Division Customer Contracts, as amended.

As of the Effective Date of this Agreement, the Authority has two series of bonds Outstanding that are secured by the debt service component of the Raw Water Charges for the Texas City Reservoir and Raw Water Conveyance System. These are the Gulf Coast Water Authority Contract Revenue Bond (Texas City Reservoir and Raw Water Conveyance System Project), Series 2016A (Tax-Exempt) and the Gulf Coast Water Authority Contract Revenue Bond (Texas City Reservoir and Raw Water Conveyance System Project), Series 2016B (Taxable). Purchaser acknowledges and agrees that it has previously consented to and is obligated to pay Raw Water Charges associated with its allocated share of the debt service payments on such series of bonds and any bonds issued to refund such bonds as well as any bonds issued for the purposes described in Section 7.5 of this Agreement, pursuant to the Industrial Division Customer Contracts.

Section 4.3. Municipal System Operating Charges.

(a) Establishment of Municipal System Operating Charges. Municipal System Operating Charges shall mean a monthly charge equal to Purchaser's allocated share (as set forth in subsection (b) below) of the Municipal System Operating Expenses determined as hereinafter provided for each monthly billing period:

(i) One-twelfth (1/12th) of the estimated annual Municipal System Operating Expenses, based upon the Annual Budget more fully described below; plus

(ii) An amount sufficient to provide for the reimbursement of the Authority's operating reserves established as part of the Municipal System Operating Expenses in substantially equal monthly installments for any amounts withdrawn therefrom within a period of one-year.

The Municipal System Operating Charges described in this Section 4.3 shall be based upon Annual Budgets prepared by the Authority in accordance with Section 4.9 of this Agreement. Any excess or deficiency in amounts paid by Customers with regard to Municipal System Operating Charges in a given Fiscal Year will be taken into account by the Authority in preparing the Annual Budget for the next Fiscal Year.

(b) Allocation of Municipal System Operating Charges. Municipal System Operating Charges shall be determined by Component and allocated among Customers participating in each Component on a pro rata basis based upon their actual water usage for the last complete calendar year for which data is available at the time the Authority prepares its Annual Budget. (For purposes of illustration, when the Authority is preparing its 2022-2023 Annual Budget, the last complete calendar year for which usage data will be available will be for calendar year 2021.) In the event that a Customer's water usage for the last complete calendar year includes an unusual increase or decrease in water usage due to a hurricane or other tropical event, fire, flood, or freeze, or a catastrophic event for which the Governor has issued a declaration of emergency, such Customer may request an adjustment to the quantity of water used by the Authority in making the allocations described in this subsection to more accurately reflect such Customer's expected water use in the upcoming year. The Authority may choose whether to make some or all of the requested adjustment in its sole Discretion. A request for adjustment must be made in writing and identify the cause of the unusual increase or decrease in water usage as well as the amount of the requested adjustment in a form that is acceptable to the Authority. Any such request must be received by the Authority not later than April 15 in order to be included in the calculations for the next Fiscal Year. Under no circumstances shall the inability to receive water from the Municipal System relieve any Customer from the obligation to pay Municipal System Operating Charges.

Section 4.4. Budgeted Capital Charges.

(a) Establishment of Budgeted Capital Charges. Budgeted Capital Charges shall mean a monthly charge equal to Purchaser's allocated share (as set forth in subsection (b) below) of the Budgeted Capital Expenses determined as hereinafter provided for each monthly billing period:

(i) One-twelfth (1/12th) of the estimated annual Budgeted Capital Expenses, based upon the Annual Budget more fully described below; plus

(ii) An amount sufficient to provide for the reimbursement of the Authority's reserves, such annual reimbursements not to exceed five percent (5%) of the total Annual Budget for such Fiscal Year, established as part of the Budgeted Capital Expenses in substantially equal monthly installments for any amounts withdrawn therefrom within a period of one-year.

The Budgeted Capital Charges described in this Section 4.4 shall be based upon Annual Budgets prepared by the Authority in accordance with Section 4.9 of this Agreement.

(b) Allocation of Budgeted Capital Charges. Budgeted Capital Charges shall be determined by Customer Group and allocated among the Customers in each Customer Group on a pro rata basis based upon their applicable Contract Quantity at the time the Authority prepares its Annual Budget. Under no circumstances shall the inability to receive water from the Municipal System relieve any Customer from the obligation to pay Budgeted Capital Charges.

Section 4.5. Municipal System Reserves. Any Municipal System reserves established by the Board may be used by the Authority for any purpose designated by the Board, including:

(a) to pay Municipal System Operating Expenses or Budgeted Capital Expenses if there is insufficient money for such purposes;

(b) to pay the cost of ordinary and extraordinary capital repairs and replacements to the Municipal System;

(c) to pay Raw Water Charges if the Board determines that such expenditure is necessary in order to maintain a reliable water supply or prevent a default in the payment of principal of or interest on Seller's Revenue Bonds and there is insufficient money for such purposes; and

(d) to prevent a default in the payment of principal of or interest on the Municipal System Bonds.

Section 4.6. Excess Use Charges. If Purchaser takes water from the Municipal System during any month in excess of Purchaser's then existing Contract Quantity or Point of Delivery Contract Quantity (each expressed as an average daily amount in gallons per day), Purchaser shall pay, for each one thousand (1,000) gallons, or portion thereof, of such excess, three times the amount per one thousand (1,000) gallons payable by Purchaser as Municipal System Operating Charges during that Fiscal Year on such excess usage (the "Excess Use Charge"). The Authority shall use the revenues derived from such Excess Use Charges to pay expenses of the Municipal System. Purchaser acknowledges and agrees that it does not have a right to use water in excess of its Contract Quantity or Point of Delivery Contract Quantity. If the Authority, in its sole discretion, determines that water in excess of a Customer's Point of Delivery Contract Quantity can be delivered to a Customer's Point of Delivery in excess of its applicable Point of Delivery Contract Quantity based on the then current demands on the System or in an emergency situation, the Board may choose not to impose an Excess Use Charge for the delivery of such water.

Section 4.7. Municipal System Debt Service Charges. The following provisions describe the Municipal System Debt Service Charges and the allocation of such charges among Customers and owed by the Purchaser:

(a) Debt Service Requirements. When used in this Agreement, the term Debt Service Requirements shall mean a monthly charge equal to Purchaser's allocated share (determined as hereinafter provided for the monthly billing period) of the sum of the following:

(i) One-twelfth (1/12) of the annual sum required to be deposited into the applicable debt service fund to pay (A) principal of (whether upon maturity or earlier optional or mandatory redemption), premium, if any, on any Municipal System Bonds, (B) amounts required to be paid under credit agreements, paying agent fees and other expenses paid in connection with any Municipal System Bonds, and (C) amounts required to meet any rate covenant with respect to coverage of the principal of, premium, if any and interest on any Municipal System Bonds, as provided in the bond resolution authorizing the issuance of such Municipal System Bonds; plus

(ii) In substantially equal monthly installments, the amount required to be deposited into the applicable debt service fund to pay the interest becoming due on the next interest payment date on any Municipal System Bonds as provided in the bond resolution authorizing the issuance of such Municipal System Bonds; plus

(iii) The monthly amount required to be deposited into the Municipal System Debt Service Reserve Fund, as set out in a bond resolution authorizing the issuance of Municipal System Bonds for each Contract Year beginning in the first Contract Year during which such Municipal System Bonds are Outstanding; including the amounts required for the replenishment of the Municipal System Debt Service Reserve Fund so that it meets the Municipal System Debt Service Reserve Fund Requirement, as provided in a bond resolution; plus

(iv) The monthly amount required to be deposited into an Additional Municipal System Reserve Fund, if any, as set out in the bond resolution authorizing the issuance of the such Municipal System Bonds for each Contract Year beginning in the first Contract Year during which such series of Municipal System Bonds are Outstanding including the amounts required for the replenishment of such Additional Municipal System Reserve Fund as provided in a bond resolution; plus

(v) Arbitrage rebate payments, credit or liquidity fees, other payments, fees, and expenses due under a credit agreement associated with Municipal System Bonds and termination payments for any credit agreement associated with a series of Municipal System Bonds.

In calculating the Debt Service Requirements, Customers shall be entitled to a credit against the Debt Service Requirements described above equal to (i) proceeds designated in a bond resolution for a series of Municipal System Bonds for the purpose of paying interest on any series of Municipal System Bonds during the construction of any portion of the Municipal System; (ii) surplus amounts on deposit in the interest and sinking fund

for a series of Municipal System Bonds that is available to pay any Debt Service Requirements by reason of interest earnings on funds in the interest and sinking fund, any overpayment, or because of the deposit of surplus proceeds of the Municipal System Bonds in an interest and sinking fund after completion of any portion of the Municipal System funded with such series of Municipal System Bonds; and (iii) amounts received from other sources that are dedicated by the Board to payment of the Debt Service Requirements. Purchaser's allocated share of the Debt Service Requirements for a particular series of Municipal System Bonds shall be determined as provided in subsections (b), (c), or (d) below, as appropriate.

If any Customer defaults in the payment of its allocated share of the Debt Service Requirements described in subsection (iii) above for a particular Series of Municipal System Bonds, such amount shall be reallocated pro rata by the Authority based on the Contract Quantities of all non-defaulting Customers so that the full amount of the Debt Service Charges described in subsection (iii) above shall always be paid notwithstanding the failure of any Customer to pay any portion thereof. The obligation to fund deficiencies in the Debt Service Charges described in subsection (iii) above shall apply to all Municipal System Bonds. Purchaser shall be given a credit for any amounts paid pursuant to this provision if the defaulting Customer (or a successor in interest to such defaulting Customer) subsequently makes a payment for which it was in default. The Authority shall exercise good faith efforts to pursue all available legal remedies against the defaulting Customer to obtain payment from the defaulting Customer of its share of the Debt Service Requirements as reasonably practicable after such Customer defaults.

(b) Allocation of Municipal System Debt Service Charges, Generally. Municipal System Debt Services Charges shall be allocated as set forth below. The Authority shall provide notice of such allocation as provided in Section 4.7(c) herein.

(i) Improvement, Construction, Reconstruction, Repair, Equipment, and Modification of the Mackey Plant. Debt Service Requirements for Municipal System Bonds issued for the improvement, construction, reconstruction, repair, equipment, or modification of the Mackey Plant, including the improvement or addition of equipment or facilities determined by the Board to improve the reliability, redundancy, or resiliency of the Mackey Plant, the Municipal System, or additional water supplies for the Municipal System, shall be shared by all of the Municipal System Customers as provided in this subparagraph (b)(i). Unless reduced through the payment of a capital contribution by a Municipal System Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(i) shall be determined by the application of the total of the Debt Service Requirements for the applicable series of Municipal System Bonds (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) times a fraction, the numerator of which is the Contract Quantity of the Purchaser and the denominator of which is the total of all of the Contract Quantities of the Municipal System Customers from time to time.

(ii) Expansions of the Municipal System Resulting in Additional Contract Quantity. Debt Service Requirements for Municipal System Bonds issued for the purpose of expanding the capacity of the existing Municipal System in a manner that results in the availability of additional Contract Quantity shall be shared by the Municipal System Customers in accordance with this subparagraph (b)(ii). The Customers participating in such an expansion shall be considered a Customer Group for the purposes of financing or refinancing such expansions. Unless reduced through the payment of a capital contribution by a Municipal System Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Municipal System Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(ii) shall be determined by the application of the total of the Debt Service Requirements for the applicable series of Municipal System Bonds (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) times a fraction, the numerator of which shall be the incremental increase in the Contract Quantity of the Purchaser and the denominator of which is the total of all the incremental increases in the Contract Quantities of the Municipal System Customers participating in the issuance of Municipal System Bonds for such expansion as the result of such expansion.

(iii) Other Authority Projects. Debt Service Requirements for Municipal System Bonds issued for the improvement, construction, reconstruction, repair, equipment, modification of or extensions to or the refinancing of one or more Components of the Municipal System (other than described in subparagraphs (b)(i) and (ii) above), shall be shared by all of the Customers participating in such Component or Components as provided in this subparagraph (b)(iii). The Customers participating in a Component shall be considered a Customer Group for the purposes of financing or refinancing such Component. A list of the current Customer Groups associated with Components of the Municipal System is attached as Exhibit B-2. Unless reduced through the payment of a capital contribution by a Customer, the amount of the Municipal System Debt Service Charges to be paid by a particular Customer in connection with a series of Municipal System Bonds issued for a purpose described in this subparagraph (b)(iii) shall be determined (a) by allocation of the Debt Service Requirements to each the Components being financed based on the portion of the Municipal System Bonds allocated to such Component (less any credit to such amount that may result from the payments received from additional customers of the Authority under a Municipal System Contract entered into subsequent to the date such Municipal System Bonds are issued) and (b) allocating the Debt Service Requirements for each Component pro rata among the Customers in the applicable Customer Groups based on their Contract Quantities as shown in Exhibit B-2, as amended. Notwithstanding the foregoing, if the improvement, construction, reconstruction, repair, equipment, modification of or extensions to or the refinancing of one or more Components includes the oversizing, extension, enhancement or other modification of one or more Components at the request of one or more Customers, the Authority and the Customers participating in the Component(s) may agree to an alternate allocation of Municipal System Debt Services Charges in connection with such Component(s). Any such alternative arrangement shall be reflected in an addendum or supplement to this Agreement approved by the Customers participating in the

Component(s) that evidences such alternate allocation of Municipal System Debt Service Charges.

(iv) Refunding Bonds. The Municipal System Debt Service Charges on the refunding bonds shall be allocated in the same manner as the Municipal System Debt Service Charges on the Municipal System Bonds being refunded.

(v) Capital Contributions. Purchaser may pay a capital contribution for its pro rata share of any project described in Section 4.7(b)(i)-(iii) (in lieu of having Municipal System Bonds issued), which will reduce its share of Municipal Debt Service Charges associated with such project.

(c) Notice Evidencing Allocation of Debt Service Charges. With respect to each issuance of Municipal System Bonds hereafter issued to finance the items described in subparagraph (b), the Authority shall provide written notice not later than sixty (60) days prior to the proposed sale date of the Bonds to each Municipal System Customer that is part of a Customer Group for such Series of Municipal System Bonds setting forth the following information:

- (i) a description of the purpose(s) for the Municipal System Bonds;
- (ii) the estimated aggregate principal amount and series designation (if applicable) of the Municipal System Bonds being issued by the Authority and a percentage allocation of the debt service on such Municipal System Bonds; and
- (iii) the aggregate incremental increase in Contract Quantity for each Customer, if any, as a result of an expansion, and a listing of the Contract Quantities or other mechanism to be used in the allocation of Debt Service Requirements for the Municipal System Bonds among Customers as described in subparagraph (b) above.

(d) Allocation of Municipal System Debt Service Charges for the 7.9 MGD Mackey Plant Expansion Bonds. The Debt Service Charges for the 7.9 MGD Mackey Plant Expansion Bonds shall be allocated as shown in Addendum 1 hereto. Each Customer shown in Addendum 1 as participating in the 7.9 MGD Mackey Plant Expansion Bonds hereby consents to the issuance of such Municipal System Bonds for the purposes of Section 7.9 of this Agreement.

Section 4.8. Customers' Systems; Rates and Operating Expenses. All sums due to the Authority pursuant to this Agreement from any Customer that is a municipal corporation or a political subdivision of the State of Texas shall constitute operating expenses of such Customer's water supply system. Each such Customer shall fix, establish, charge and collect fees, rates, and charges for service from its water supply system as will at all times be fully sufficient to enable such Customer to pay when due all operating expenses of such system, including all sums due from such Customer to the Authority pursuant to this Article IV. Nothing in this Section, however, shall be construed as preventing the Purchaser, in its sole Discretion from making any payment due to the Authority from sources other than revenues and income of the Purchaser's water supply system. In accordance with Section 791.026(b) and (c), Texas Government Code, during the term of this Agreement, so long as the Authority has Potable Water available from the Water Treatment Plants to supply Purchaser in amounts sufficient to meet Purchaser's needs, Purchaser shall not obtain Potable Water from a source other than the Authority except (i) from facilities owned by

the Purchaser, contracted for, or included in Purchaser's capital improvement plan, on the date hereof, (ii) from groundwater sources now or hereafter available to the Purchaser, (iii) as may otherwise be permitted by this Agreement, or (iv) with the consent of the Authority, which consent shall not be unreasonably withheld.

Section 4.9. Annual Budget. The Authority shall prepare an Annual Budget. Annual Budgets shall be based on estimates prepared by the Authority. The Authority shall hold annual budget meetings with Customers and provide Purchaser with a copy of each Annual Budget at least two months prior to the effective date of such Annual Budget. The Board may amend the Annual Budget during the course of a Fiscal Year without consent of the Customers to address unanticipated events affecting the operation of the Municipal System; provided, however, that prior to implementing any such budget amendment, the Authority will give Purchaser sixty (60) calendar days' advance written notice of such proposed budget amendment and an opportunity to comment on the proposed budget amendment. Notwithstanding the foregoing, budget amendments that do not increase the costs allocated to Customers do not require such notifications (e.g., receipt of grant funds).

Section 4.10. Audits. After the end of each Fiscal Year the Authority will have an audit of accounts and expenses prepared in accordance with generally accepted accounting principles applicable to entities like the Authority during the last Fiscal Year, prepared by an independent certified public accountant or firm of certified public accountants, not in the regular employ of the Authority, which audit will be made available either (i) through the posting of such audit on the Authority's website or (ii) upon receipt of a written request, through the delivery of such audit to Purchaser, within one hundred thirty-five (135) days after the end of the Fiscal Year, and if not completed with such one hundred thirty-five (135) day period shall be provided as soon as such audit is completed.

ARTICLE V BILLING AND PAYMENT; DEFAULTS AND REMEDIES

Section 5.1. Billing and Payment. The Authority shall bill Purchaser monthly for Raw Water Charges, Municipal System Debt Service Charges, Municipal System Operating Charges, Budgeted Capital Charges, Excess Use Charges, if any, and amounts charged under the Authority's rate order, if any, commencing in the first month following the Effective Date. The Authority shall bill Purchaser monthly in advance for all Municipal System Debt Service Charges and Raw Water Charges. All such billings shall be sent to Purchaser not later than the fifth (5th) day of each month. The amount so billed shall be due and paid by Purchaser by the twenty-fifth (25th) day of the month. All payments hereunder by Purchaser shall be made to the Authority at the address shown for the Authority in Section 12.1 of this Agreement, or at such other address as may have been designated pursuant to Section 12.1 of this Agreement.

Section 5.2. Event of Default. If any bill has not been fully paid within thirty (30) days after the due date, such failure to pay shall constitute an event of default under this Agreement.

Section 5.3. Remedies. If an event of default shall occur and be continuing, the Authority shall have the right to cease delivery of water under this Agreement by giving to Purchaser thirty (30) days advance written notice of the effective date of such cessation. Such

cessation, however, shall not be effective if prior to the effective date of cessation Purchaser shall have fully paid such bill and the interest accrued thereon or the Authority has agreed to other arrangements. In addition, the Authority shall have all other rights and remedies afforded by the constitution and laws of the State of Texas, and shall further have the right to terminate all of Purchaser's other rights under this Agreement, including Purchaser's Contract Quantity hereunder, or to sell water to other purchasers for the account of Purchaser, but only after all other remedies have failed. If Purchaser pays any disputed amount, the Authority shall not have any right to terminate any of Purchaser's rights, including, but not limited to, selling of Purchaser's Contract Quantity. Payment of a disputed amount shall not affect Purchaser's right to recover the disputed amount. Payments by the Purchaser shall be subject to the provisions of the Texas Prompt Payment Act, Texas Government Code Chapter 2251. If the Authority terminates all of Purchaser's rights under this Agreement, each other Customer not in default shall have the option to acquire any of said rights (in the same proportion as such Customer's Contract Quantity bears to the sum of the Contract Quantities of all Customers exercising their options or in such other proportions as the Customers exercising their options may agree), including Purchaser's Contract Quantity hereunder; provided, however, that any Customer acquiring any terminated rights of Purchaser shall assume and be liable for all of Purchaser's duties, obligations and liabilities attributable to the rights acquired, including payment of Purchaser's allocated share of the Raw Water Charges, Municipal System Debt Service Charges, Municipal System Operating Charges, Budgeted Capital Charges, and Excess Use Charges, if any, and amounts charged under the Authority's rate order, if any. Customers exercising an option to acquire terminated rights of Purchaser must exercise said option, if at all, within forty-five (45) days after the Authority notifies such Customers of the termination of Purchaser's rights under this Agreement. No termination or reacquisition of any rights of Purchaser shall have the effect of relieving Purchaser of any liability which it would otherwise have had if no such termination or reacquisition had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by Customers acquiring terminated rights of Purchaser (or their successors or assigns). If other Customers do not assume all the defaulting Customer's Contract Quantity and the defaulting Customer fails to pay any amounts due under this Agreement, the remaining total of Contract Quantities of all Customers, exclusive of such amounts, shall be used as the basis for calculating the pro rata shares of the Customers hereunder although such readjustment shall not relieve the defaulting Customer of its liability hereunder.

ARTICLE VI SPECIAL PROVISIONS

Section 6.1. League City Transmission Line. The Authority has contracted with the City of League City for provision of Potable Water through the League City Transmission Line in the event of a drought or other emergency (subject to the pumping capacity of the City of League City's pump station located in the City of Webster and any physical and hydraulic limitations on the ability of the Authority's water transmission system to receive such volume of water). When necessitated by catastrophic failure or the lines reaching the end of their useful life, the costs of the replacement of or a mutually acceptable alternative rehabilitation process for the League City Transmission Line will be shared between the City of League City and the Authority, with eighty percent (80%) of such replacement or mutually acceptable alternative rehabilitation costs to be borne by the City of League City and twenty percent (20%) to be borne by the Authority. If the replacement of the League City Transmission Line is necessitated by other than catastrophic failure

or the end of its useful life, the City of League City and the Authority will meet to discuss the extent to which the replacement is beneficial to the Authority and the extent, if any, of the Authority's participation in the replacement project. The capacity of the current line or lines will not be materially reduced (i.e. a reduction of more than 10%) in connection with any such replacement project, absent consent from 60% of the Municipal System Customers. The Authority's share of the costs of such replacement will be shared by the Municipal System Customers pro rata based on their Contract Quantities. The Authority shall establish the price for emergency water delivered to or received from League City through the League City Transmission Line, and amounts paid or received for such emergency water under the contract between the Authority and the City of League City shall be a cost or revenue allocable to the Municipal System.

Section 6.2. Combination of the Canal J System into the Canal Division. The Authority reserves the right to expand the Canal Division to include the Canal J System, subject to the following condition: the Board determines that the total water rates charged to Municipal System Customers in the year such combination is implemented shall not increase by more than 5% as a result of such combination, as shown in the Annual Budget for such Fiscal Year.

ARTICLE VII THE MUNICIPAL SYSTEM: FINANCING AND OWNERSHIP

Section 7.1. The Municipal System. The Authority owns, operates and maintains the Municipal System to provide Potable Water to Purchaser and the other Municipal Customers. The Purchaser and the Authority agree to cooperate as provided in this Agreement in order to permit the Authority to acquire, construct, expand, extend, repair, and replace the Municipal System, to provide for the development of additional water supplies, to provide all necessary financing therefor, and to provide for the operation thereof. If any portion of the Municipal System should be located on any land now or hereafter owned by Purchaser or in any present or future rights-of-way or public place of Purchaser, Purchaser hereby consents thereto and hereby grants or will grant to the Authority the non-exclusive right, privilege, easement and right-of-way to use such lands, rights-of-way, or public places for the purpose of maintaining, operating, laying, and repairing such portion of the Municipal System until termination of this Agreement, in order for the Authority to comply with the provisions of this Agreement.

Section 7.2. Financing the Municipal System; Issuance of Municipal System Bonds.

(a) Subject to Section 7.9 hereof, the Authority may issue Municipal System Bonds in one or more series at such time or times and in such amounts as the Authority shall deem appropriate to finance the estimated costs of the improvement, construction, renovation, reconstruction, expansion and equipment of the Municipal System and the development of water supplies to serve the Municipal System, after taking into account any capital contributions by any of the Customers for costs of the Municipal System or any of the Components of the Municipal System and other revenues dedicated by the Board for such purposes, and to refund all or any portion of any Municipal System Bonds Outstanding or other obligation issued to finance one or more Components of the Municipal System.

(b) The Municipal System Bonds shall be special revenue obligations of the Authority payable from and secured by the Municipal System Debt Service Payments to be made under this

Agreement and similar agreements with the other Customers, certain proceeds of the Municipal System Bonds, and other amounts from time to time on deposit in the various funds created in connection with the issuance of the Municipal System Bonds from time to time. Municipal System Bonds may be secured by a lien on and pledge of revenues that is superior to, on parity with, or junior and subordinate to revenues securing other Municipal System Bonds.

(c) The Authority shall use good faith efforts to sell the Municipal System Bonds, within the limits prescribed by law, under terms that are the most advantageous reasonably attainable by the Authority at the time of the sale.

(d) The Authority shall apply the proceeds of each series of Municipal System Bonds as provided in the resolution authorizing such series of Municipal System Bonds.

(e) Purchaser hereby agrees to promptly furnish the Authority with such certificates, data, projections and related information as may be required or requested by the Authority (i) in connection with the sale of Municipal System Bonds in order to comply with all applicable laws, rules and regulations, including 17 CFR 240.15c2-12 (municipal securities disclosure), as amended from time to time, including entering into any continuing disclosure agreements as may be required in connection with the issuance of the Municipal System Bonds, and (ii) the approval of Municipal System Bonds by the Attorney General of the State of Texas.

Section 7.3. Municipal System Debt Service Reserve Funds. (a) Each resolution of the Authority authorizing the issuance of a series of Municipal System Bonds shall provide for the establishment and maintenance of a Municipal System Debt Service Reserve Fund in which there shall be capitalized and/or accumulated the Municipal System Debt Service Reserve Fund Requirement. Such bond resolutions shall also provide that all interest earnings and investment income from the Municipal System Reserve Fund shall remain therein so long as the balance therein is less than the Municipal System Debt Service Reserve Fund Requirement. However, whenever the balance therein is at least equal to the Municipal System Debt Service Reserve Fund Requirement, all interest earnings and investment income shall be transferred to the interest and sinking fund for the Municipal System Bonds and shall constitute a credit against the payment of Debt Service Charges.

(b) Amounts in the Municipal System Reserve Fund may be used at any time by the Authority to prevent a default in the payment of principal of or interest on the Municipal System Bonds or to make the final payments thereof.

Section 7.4. Additional Municipal System Reserve Funds. In addition to the creation of Municipal System Debt Service Reserve Funds, a resolution of the Authority authorizing the issuance of a series of Municipal System Bonds may provide for the establishment and maintenance of such other reserve funds as are determined by the Authority to be necessary or desirable in connection with the issuance of a series of Municipal System Bonds (collectively, "Additional Municipal System Reserve Funds"). Purchaser agrees that the Authority may utilize such Additional Municipal System Reserve Funds in the manner and for the purposes established in the applicable bond resolution.

Section 7.5. Canal System Revenue Bonds and Texas City Reservoir and Raw Water Conveyance System Revenue Bonds. The Authority reserves the right to issue, and pursuant to Section 6.2 of the Industrial Division Customer Contract, Purchaser hereby consents to the issuance of revenue bonds by the Authority classified as Canal System Revenue Bonds or Texas City Reservoir and Raw Water Conveyance System Bonds in one or more series, for such purposes, at such time or times and in such amounts as the Board shall deem appropriate.

Section 7.6. Expansion of Municipal System. The Authority reserves the right to expand, improve, or modify the Municipal System from time to time in such manner and by such increments as the Authority shall deem appropriate; to allocate additional capacity provided thereby among the Customers and others subject to the provisions hereof; to acquire additional raw water for future capacity for the Water Treatment Plants; and to provide for the financing thereof by issuing additional Municipal System Bonds or Special Project Bonds, from capital contributions or from any other lawful source of funds, subject to the applicable provisions of this Agreement.

Section 7.7. Ownership and Operation. It is expressly agreed and understood that as between the parties hereto, the Authority shall be the owner and operator of the Municipal System. The Authority shall operate the Municipal System in a safe, efficient and economical manner in accordance with (i) sound business principles, (ii) accepted good engineering and management practices for the operation by political subdivisions of water systems of a similar type and size, (iii) the Authority's safety and security program, which will include reasonable precautions and measures recognized in the municipal water industry in connection with the operation by political subdivisions of water systems of a similar type and size to address cybersecurity threats, domestic and foreign terrorism threats, and public health and welfare, and (iv) applicable regulatory requirements.

Section 7.8. Special Projects. The Authority reserves the right and will reserve the right, in each of its resolutions authorizing the issuance of Municipal System Bonds, to issue bonds (hereinafter, the "Special Project Bonds") for the purpose of constructing, acquiring, adding, expanding or extending facilities to serve any new or existing water customers ("Special Project Customers") by means of the Municipal System or the Industrial Division. Facilities constructed or acquired with the proceeds of Special Project Bonds or paid for by any Special Project Customers are hereinafter called "Special Project Facilities." The principal of and interest on Special Project Bonds shall be payable from revenue derived from Special Project Facilities. Debt service on Special Project Bonds and expenses and other expenditures attributable to Special Project Facilities shall not be included in either the annual budget of the Industrial Division or the Annual Budget of the Municipal System or treated as their expense and expenditures, except as set forth in this Agreement.

The Authority's general overhead and administrative expenses and any other expenses and expenditures applicable to the Industrial Division, the Municipal System and Special Project Facilities shall be fairly apportioned between them, as shown in the annual budget of the Industrial Division or the Annual Budget of the Municipal System, as applicable.

To the extent of the quantity of water that is supplied to a Special Project Customer by means of the Municipal System or any Component of the Municipal System, such Special Project

Customer shall pay to the Authority as revenue of the Municipal System the charges which would be payable under the other provision of the Agreement if such Special Project Customer were the purchasing party under a contract similar hereto and such quantity of water were its Contract Quantity. Each such payment by a Special Project Customer shall be a maintenance and operating expense of the Special Project Facility serving such Special Project Customer.

Section 7.9. Consent Provisions for Municipal System Bonds. The following consent provisions shall apply to the issuance of Municipal System Bonds.

(a) Refunding Obligations. The term Municipal System Bonds shall include and Purchaser is deemed to have consented to the issuance of bonds, notes, commercial paper, credit agreements or other obligations issued for the purpose of refunding Municipal System Bonds, provided that:

(i) (A) the issuance of such refunding obligations results in debt services savings; and

(B) the last maturity of such refunding obligations does not mature on a date later than the maturity date of the last maturity of the Municipal System Bonds being refunded; or

(ii) the issuance of such refunding obligations is for the purpose of providing long term financing for commercial paper, short term notes, bond anticipation notes, or other short term financing instruments; or

(iii) the Authority has received the consent of the applicable Customers, as determined in the manner provided in subsection (b)(ii) below, for the issuance of refunding obligations for purposes other than those described in subsections (i) or (ii) above.

(b) New Money Municipal System Bonds. The term Municipal System Bonds shall include and Purchaser is deemed to have consented to the issuance of the following bonds, notes, commercial paper, credit agreements or other obligations:

(i) the issuance of which the Board determines is necessary to (A) comply with any state or federal regulatory requirements; (B) maintain the integrity of the Municipal System, including the repair or replacement of equipment or Components damaged or destroyed as a result of a natural disaster or other catastrophic event; or (C) prevent or lessen an imminent threat to the health, welfare, or safety of the public (an “imminent threat to the health, welfare, or safety of the public” means, a significant threat or immediate danger to health, welfare, or safety and is considered to exist when the Board determines that a condition, practice, circumstance, or event exists that may cause damage or injury to persons or property or the inability to provide water to one or more Customers and requires prompt correction or cessation of operation to prevent such damage, injury, or inability); or

(ii) the issuance of which is consented to by either (A) 60% of the Customers in the Customer Group for the Component being financed or refinanced, or (B) Customers

in the Customer Group for a Component being financed or refinanced that represent 70% of the total Contract Quantity for such Customer Group as shown in Exhibit B-2.

(c) Notwithstanding the provisions of Section 7.9(b), Purchaser hereby consents to the issuance of one or more series of Municipal System Bonds, notes or other obligations for the design, construction, acquisition, equipment, and improvements associated with the relocation of portions of the South Transmission Line, including right of way acquisition and the removal of the existing line from Texas Department of Transportation rights of way. The Authority agrees the relocation is limited to the portion of SH 3/146 between FM 519 and the Texas City Wye, as the same may be amended by Texas Department of Transportation within the scope of such project.

(d) Notwithstanding the provisions of Section 7.9(b), Purchaser hereby consents to the issuance of one or more series of Municipal System Bonds, notes or other obligations for the design, construction, acquisition, equipment, and improvements associated with the costs of the replacement or rehabilitation of the League City Transmission Line pursuant to Section 6.1 of this Agreement.

ARTICLE VIII FORCE MAJEURE

Section 8.1. General. Other than with respect to Purchaser's unconditional obligation to make the payments identified in Section 14.1 of this Agreement, neither party hereto shall be liable in damages or otherwise suffer any default for any failure to perform, or for delay in performing, its obligations under this Agreement where the same is due to acts of God, fire, storm, flood, hurricanes, drought, insufficiency of water in the Brazos River and in Jones and Upper Oyster Creeks, Chocolate Bayou, Mustang Bayou or Halls Bayou, or other water source, landslide, subsidences of land, lightning, earthquake, washout, explosion, epidemic, war, acts of enemies or belligerents, sabotage, interference by, orders of, or compliance with requests or recommendations of civil or military courts or other authorities, including any agency or person appointed by any such authority or by any official thereof (whether de jure or de facto and whether acting legally or not), inability to obtain materials, strikes or other differences with labor (whether or not within the power of the party to settle the same), breakage or accident to machinery, canals, reservoirs or lines of pipe, or any other cause (whether or not of the same class or kind as those set forth above) not otherwise due to the fraud, criminal misconduct, willful misconduct or gross negligence of such party, while and so long as and to the extent that performance is prevented from such cause (hereinafter sometimes referred to as a "force majeure") and due diligence is being used to resume performance at the earliest practicable time. The failure in whole or in part of Purchaser to take water under the terms of this Agreement where such is due to the inability of Purchaser to take water for any of the above causes shall be deemed a force majeure applicable to Purchaser, but only in proportion and to the extent that Purchaser's demand, or ability to take water, is reduced thereby.

Section 8.2. The Authority's Water Supply. (a) The Authority receives delivery of its supply of water out of the Brazos River and other sources, and such water must be transported over long distances before it is received by the Authority at the Water Treatment Plants. It is agreed, therefore, that the event of stoppage or diminution of the water received by the Authority from one or more of its sources of supply, including, but not limited to, the BRA (other than by

reason of the Authority's failure to make payments due to its suppliers) shall be deemed a force majeure, and that the Authority cannot and does not guarantee constant availability of water hereunder under such circumstances but does agree to use its best efforts to maintain such availability.

(b) It is further agreed that the Authority may, without liability or default, interrupt its service hereunder to make necessary alterations to or repairs in its Canal Division, Industrial Division, or the Municipal System, but only if such interruption cannot otherwise reasonably be avoided. If possible, the Authority shall give reasonable prior notice of any such interruption to Purchaser.

(c) Purchaser is not guaranteed any specific quantity or pressure of water during times that the water supply from the Water Treatment Plants is limited, whether as a result of a period of drought or other reason, or when equipment becomes inoperative due to unforeseen breakdown or scheduled maintenance and repairs. Notwithstanding the other provisions of this Section, the Authority may reduce the supply of water in accordance with the laws of the State of Texas, particularly section 11.039(a) of the Texas Water Code, as may be amended from time to time.

ARTICLE IX OPERATING ADVISORY COMMITTEE; CUSTOMER REPORTING

Section 9.1. Creation and Composition. The Authority has created and will maintain during the term of this Agreement a Municipal System Operating Advisory Committee on which Purchaser will have one representative selected by the Purchaser. The Municipal System Operating Advisory Committee shall be composed of only those representatives so selected by each Customer, and if any Customer fails to select a representative, the Municipal System Operating Advisory Committee shall be deemed fully composed of only the representatives selected by the other Customers.

Section 9.2. Functions. Members of the Municipal System Operating Advisory Committee shall have access at all reasonable times to inspect the books, records, facilities and properties of the Authority pertaining to the Municipal System and shall receive advance notice of, and be entitled to attend, all meetings of the Board. Prior to the execution of any contract by the Authority for the purchase of an additional water supply for the Municipal System and prior to the adoption of each annual operating budget for the Municipal System copies of such instruments shall be supplied to all members of the Municipal System Operating Advisory Committee, and they shall be given a reasonable time to examine each such instrument and to make comments and recommendations to the Board in regard thereto. The Authority shall solicit the advice and counsel of each member of the Municipal System Operating Advisory Committee in regard to the operation, maintenance, repair, replacement and enlargement of the Municipal System and each member shall be given full opportunity from time to time to express his views in regard to all such matters.

Section 9.3. Procedures. In addition to functioning as provided in Section 9.2 of this Article, the members of the Municipal System Operating Advisory Committee may establish dates for and hold regular periodic meetings, provide for the calling of and hold special meetings, provide for the election of a chairman and other offices, and establish such other procedures for

the functioning of the Municipal System Operating Advisory Committee as the members may agree upon. However, members of said Committee shall not receive any compensation from the Authority for their services as members or for expenses incurred by them.

Section 9.4. Reporting. The Authority shall make available upon written request financial statements for each month (within 30 days following the close of each month) detailing the projected budget to actual results and the balance of all reserve funds. At least two months prior to each Fiscal Year, the Authority shall make the following information available on its website or deliver it to Purchaser upon receipt of a written request: (i) a written description of its current planned capital improvements program including project descriptions and cost estimates and (ii) a written projection of Municipal System charges and associated rate projections for the next five years so that Purchaser may adequately plan for its own budgeting and retail rate setting. The Authority shall cooperate with any reasonable requests for additional budgeting or financial information by Purchaser on a timely basis. Purchaser shall designate and communicate to the Authority in writing the appropriate staff member to receive such reports on its behalf.

ARTICLE X SUCCESSORS AND ASSIGNS

Section 10.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, this Agreement may not be assigned in whole or in part by the Authority, except that the Authority expressly reserves the right to pledge the revenues to be received under this Agreement to secure the payment of the Municipal System Bonds and the Seller's Revenue Bonds; and no assignment hereof, in whole or in part, by Purchaser shall relieve Purchaser of its obligation to make the payments for water as herein provided. Nothing in this Section shall prevent Purchaser from pledging its rights under this Agreement to secure debt.

ARTICLE XI MISCELLANEOUS

Section 11.1. Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the funding, construction, operation and maintenance of the Municipal System. There are no warranties, representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter hereof that are not fully expressed or provided for herein, and the parties shall not be bound by or liable for any alleged warranty, representation, agreement, arrangement, or understanding. Neither of the parties hereto have relied on any statements or representations that have been made by any other party that are not set forth in this Agreement, and neither party is entitled to rely on any representation, agreement or obligation that is not expressly stated in this Agreement.

Section 11.2. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 11.3. Repealer. Upon the full Effective Date of this Agreement, this Agreement completely amends, repeals and replaces and supersedes the Existing Agreements and all prior

agreements, understandings, negotiations, and discussions, oral or written, between the parties hereto.

Section 11.4. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 11.5. Table of Contents, Etc. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part thereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 11.6. Amendment. This Agreement may only be amended by means of an amendment in writing.

Section 11.7. Special Conditions. This document is in the form of a standard contract proposed for the Customers.

ARTICLE XII NOTICE

Section 12.1. Addresses. Wherever notice from one party to the other is required or permitted hereunder and no other method is provided, such notice shall be in writing and shall be given by delivery of the same to the other party or by mailing the same by registered mail to the other party at the following address of the other party:

The Authority's Mailing Address until June 30, 2022:

Gulf Coast Water Authority
3630 Highway 1765
Texas City, Texas 77591
Attention: General Manager

The Authority's Mailing Address beginning July 1, 2022:

Gulf Coast Water Authority
4243 Emmett F. Lowery Parkway
Texas City, Texas 77591
Attention: General Manager

Purchaser's Mailing Address:

City of La Marque, Texas
1500 Municipal
La Marque, Texas 77568
Attention: Public Works Manager

or to such other address of the other party as may have been theretofore designated in writing by the other party to the one giving the notice. Notice by mail shall be deemed to have been given as of the date it is received.

ARTICLE XIII
TERM

Section 13.1. Term. This Contract shall become effective as of the Effective Date and remain in effect from the date set forth above until 11:59 pm, Central Time, on December 31, 2062, and thereafter until payments in full of the principal, premium, if any and interest on all Municipal System Bonds or Seller's Revenue Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

Section 13.2. Required Approval by Customers; Effective Date. This Agreement shall become effective upon the earlier to occur of (i) the execution of amended and restated contracts in substantially the form of this Agreement by all of the Municipal System Customers under Municipal System Contracts in effect as of April 15, 2022, or (ii) to the extent this Agreement has not been signed by one or more of such Customers, upon the termination of the existing Municipal System Contracts for such Customers, which termination date is December 31, 2027, unless earlier termination occurs pursuant to the terms of such contracts. If and when such condition has been satisfied, the Agreement shall become effective, and the date on which such conditions are satisfied shall be the "Effective Date." Notwithstanding the foregoing, if this Agreement has not been signed by all Municipal System Customers by August 31, 2022, the provisions of Section 2.1 hereof shall be effective on August 31, 2022 as an amendment to the Existing Agreements until the Effective Date. Purchaser acknowledges that to the extent this Agreement does not become effective in its entirety prior to the need to finance the 7.9 MGD Mackey Plant Expansion, additional agreements between the Purchaser and the Authority will be required to facilitate the completion and financing of the 7.9 MGD Mackey Plant Expansion and the delivery of water from such project. The Authority shall promptly notify the Customers in writing upon the satisfaction of the condition precedent to the effectiveness of this Agreement and identifying the Effective Date.

ARTICLE XIV
UNCONDITIONAL COMMITMENTS

Section 14.1. Payments; Obligation to Pay Municipal System Debt Service Charges and Raw Water Charges Unconditional. It is understood and acknowledged by Purchaser that the Municipal System Bonds may be and the bonds issued under the Industrial Division Customer Contracts have been and may be sold to the purchasers thereof and the Authority purchases raw water for the Municipal System under the Industrial Division Customer Contracts in reliance upon

the commitment of Purchaser to make payments of Municipal System Debt Service Charges and Raw Water Charges provided by this Agreement. Accordingly, any other provision of this Agreement notwithstanding, Purchaser's obligation to pay Municipal System Debt Service Charges and Raw Water Charges shall be absolute and unconditional under any and all circumstances. So long as the Municipal System Bonds or Seller's Revenue Bonds remain Outstanding, Purchaser (i) will not suspend or discontinue any payments of Municipal System Debt Service Charges or Raw Water Charges provided herein; and (ii) will not terminate this Agreement or otherwise seek to avoid or to reduce the payment of Municipal System Debt Service Charges or Raw Water Charges for any reason, including, without limiting the generality of the foregoing, failure of any other Customer to perform its obligations under any agreement or any acts or circumstances that may constitute failure of consideration, any event of force majeure, destruction or damage to the Municipal System, frustration of purpose, any change in the tax or other laws of the United States of America or the State of Texas, or any political subdivision of either, or any failure of the Authority to perform or observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. It is provided, however, that nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and if the Authority should fail to perform any such agreement, Purchaser may institute such actions against the Authority as it may deem necessary to compel the performance thereof or to restrain or enjoin forbidden acts so long as such shall not result in a reduction of the payment of Municipal System Debt Service Charges and Raw Water Charges hereunder.

Section 14.2. Outstanding Bonds. For the purposes of this Agreement, no Municipal System Bond or Seller's Revenue Bonds shall be deemed to be "Outstanding" after the date:

- (a) of its stated maturity;
- (b) on which it is retired by reason of payment to the holder thereof of the principal thereof and accrued interest thereon; or
- (c) on which, due provision having been made therefor pursuant to the terms of the resolution authorizing its issuance, there has been deposited with the paying agent or authorized escrow agent, cash and/or investments designated for such purpose which is sufficient to pay or provide for the timely payment of the principal or redemption price thereof and interest accrued thereon as of the date of maturity or the redemption date of bonds duly called for prior redemption pursuant to the terms of such bond resolution, whichever first occurs.

Section 14.3. Exhibits. Exhibits may be modified, changed or substituted without amendment to this Agreement. The Authority may modify, change or substitute any Exhibit to this Agreement, as amended, by a letter agreement that is signed by (i) the Authority and (ii) the party affected by the modification, change or substitution.

[Execution Pages To Follow]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

GULF COAST WATER AUTHORITY

By: _____
Name: _____
Title: President, Board of Directors

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Directors

PURCHASER

CITY OF LA MARQUE, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: _____
Title: _____

Exhibit A
Contract Quantities of Municipal System Customers
(in gallons per day)

	Contract Quantity (Total for Mackey Plant)	7.9 MGD Mackey Plant Expansion	Contract Quantity After 7.9 MGD Mackey Plant Expansion
City of Galveston	20,990,000	--	20,990,000
City of Texas City	11,505,000	--	11,505,000
City of League City	2,544,000	3,000,000	5,544,000
Galveston County WCID No. 1	4,165,000	--	4,165,000
City of La Marque	2,780,000	1,247,000	4,027,000
Galveston County WCID No. 12	1,043,000	2,044,000	3,087,000
San Leon MUD	1,785,000	--	1,785,000
Galveston County WCID No. 8	1,000,000	659,000	1,659,000
City of Hitchcock	1,500,000	500,000	2,000,000
Bacliff MUD	1,190,000	--	1,190,000
Galveston County FWSD No. 6	360,000	450,000	810,000
Galveston County MUD No. 12	450,000	--	450,000
Bayview MUD	388,000	--	388,000
Total	49,700,000	7,900,000	57,600,000

Exhibit B-1
Municipal System – Point of Delivery Contract Quantities

Customer	Transmission Component	Exhibit Number	Segment	Point of Delivery Number	Point of Delivery Contract Quantity - Current (in gallons per day)	Point of Delivery Contract Quantity after Plant Expansion (in gallons per day)	Point of Delivery Contract Quantity following necessary Component improvements (in gallons per day)
City of Texas City (TMWTP East & West)	North Transmission System	C-4	A:B	1	8,205,000	6,055,000	5,015,000
City of La Marque (North)	North Transmission System	C-4	A:B	2	2,380,000	2,380,000	2,380,000
City of Texas City (Corrections Facility point of connection)	North Transmission System	C-4	A:B	3	500,000	500,000	500,000
City of Texas City (Humble Camp point of delivery)	North Transmission System	C-4	B:C	4	2,500,000	4,250,000	4,900,000
Galveston County Water Control & Improvement District No. 1 (Dickinson)	North Transmission System	C-4	D:E	5	3,100,000	3,100,000	3,100,000
City of Texas City (FM 517 point of delivery)	Bayshore Transmission System	C-2	D:F	6	300,000	700,000	1,090,000
San Leon Municipal Utility District	Bayshore Transmission System	C-2	F:G	7	1,785,000	1,785,000	1,785,000
Bacliff Municipal Utility District	Bayshore Transmission System	C-2	F:G	8	1,190,000	1,190,000	1,190,000
Bayview Municipal Utility District	Bayshore Transmission System	C-2	G:H	9	388,000	388,000	388,000
Galveston County Water Control & Improvement District No. 12 (Kemah)	Kemah Transmission System	C-3	H:I	10	2,043,000	2,043,000	3,087,000
City of Galveston	South Transmission Line & Highway 6 Transmission Line	C-7-B	K:L	11A & 11B*	20,990,000	20,990,000	20,990,000
Galveston County Fresh Water Supply District No. 6 (Tiki Island)	Highway 6 Transmission Line	C-7-B	K:M	12	360,000	810,000	810,000
Galveston County Municipal Utility District No. 12 (Bayou Vista)	Highway 6 Transmission Line	C-7-B	K:N	13	450,000	450,000	450,000
City of Hitchcock	Highway 6 Transmission Line	C-7-B	K:N	14	1,500,000	2,000,000	2,000,000
Galveston County Water Control & Improvement District No. 8 (Santa Fe)	39-Inch Transmission Line	C-7-C	N:O	15	500,000	829,500	829,500
City of La Marque (South)	39-Inch Transmission Line	C-7-C	O:P	16	400,000	1,647,000	1,647,000
Galveston County Water Control & Improvement District No. 8 (Santa Fe)	39-Inch Transmission Line	C-7-C	P:Q	17	500,000	829,500	829,500
Galveston County Water Control & Improvement District No. 1 (Dickinson)	39-Inch Transmission Line	C-7-C	R:S	18	1,065,000	1,065,000	1,065,000
City of League City	39-Inch Transmission Line	C-7-C	S:T	19	2,544,000	5,544,000	5,544,000
Total					50,700,000	56,556,000	57,600,000

* Points of Delivery 11A and 11B are interoperable.

Exhibit B-2
Municipal System – Customer Groups*

North System

North Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
City of La Marque	2,380,000	10.16 %
City of Texas City	11,505,000	49.09 %
Bacliff Municipal Utility District	1,190,000	5.08 %
Bayview Municipal Utility District	388,000	1.66 %
Galveston County WCID No. 1 (Dickinson)	3,100,000	13.23 %
San Leon Municipal Utility District	1,785,000	7.62 %
Galveston County WCID No. 12 (Kemah)	3,087,000	13.17 %
Total	23,435,000	100.00 %

Bayshore Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	17.63 %
Bayview Municipal Utility District	388,000	5.75 %
City of Texas City	300,000	4.44 %
San Leon Municipal Utility District	1,785,000	26.44 %
Galveston County WCID No. 12 (Kemah)	3,087,000	45.73 %
Total	6,750,000	100.00 %

Kemah Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
Galveston County WCID No. 12 (Kemah)	3,087,000	100.00 %
Total	3,087,000	100.00 %

* Totals may not tie due to rounding.

South System

South Transmission System

Customer	Contract Quantity (in gallons per day)	% of Total
City of Galveston	20,990,000	61.44 %
City of Hitchcock	2,000,000	5.85 %
City of La Marque	1,647,000	4.82 %
City of League City	5,544,000	16.23 %
Galveston County FWSD No. 6 (Tiki Island)	810,000	2.37 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	1.32 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	4.86 %
Galveston County WCID No. 1 (Dickinson)	1,065,000	3.12 %
Total	34,165,000	100.00 %

Interconnect

North-South Interconnect

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	2.07 %
Bayview Municipal Utility District	388,000	0.67 %
City of Galveston	20,990,000	36.44 %
City of Hitchcock	2,000,000	3.47 %
City of La Marque	4,027,000	6.99 %
City of League City	5,544,000	9.63 %
City of Texas City	11,505,000	19.97%
Galveston County FWSD No. 6 (Tiki Island)	810,000	1.41 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	0.77 %
Galveston County WCID No. 12 (Kemah)	3,087,000	5.36 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	2.88 %
Galveston County WCID No. 1 (Dickinson)	4,165,000	7.23 %
San Leon Municipal Utility District	1,785,000	3.10 %
Total	57,600,000	100.00 %

Mackey Plant (as Expanded by the 7.9 MGD Mackey Plant Expansion)

Customer	Contract Quantity (in gallons per day)	% of Total
Bacliff Municipal Utility District	1,190,000	2.07 %
Bayview Municipal Utility District	388,000	0.67 %
City of Galveston	20,990,000	36.44 %
City of Hitchcock	2,000,000	3.47 %
City of La Marque	4,027,000	6.99 %
City of League City	5,544,000	9.63 %
City of Texas City	11,505,000	19.97 %
Galveston County FWSD No. 6 (Tiki Island)	810,000	1.41 %
Galveston County MUD No. 12 (Bayou Vista)	450,000	0.78 %
Galveston County WCID No. 12 (Kemah)	3,087,000	5.36 %
Galveston County WCID No. 8 (Santa Fe)	1,659,000	2.88 %
Galveston County WCID No. 1 (Dickinson)	4,165,000	7.23 %
San Leon Municipal Utility District	1,785,000	3.10 %
Total	57,600,000	100.00 %

Exhibit C

Depictions of Components of the Municipal System

Index to Points of Delivery

North Transmission System

1. City of Texas City (two points of delivery located at the above ground transmission meters at the Thomas Mackey Water Treatment Plant)
2. City of La Marque (southwest of the intersection of 5th Avenue North and North Orchid Drive in City of Texas City)
3. City of Texas City (Corrections Facility point of delivery located east of point B on the south side of Attwater Avenue in the City of Texas City)
4. City of Texas City (Humble Camp point of delivery located at the intersection of Attwater Avenue and North Humble Camp Road in the City of Texas City)
5. Galveston County Water Control and Improvement District No. 1 (west of Ecret Drive adjacent to the ground storage tank in the City of Dickinson)

Bayshore Transmission System

6. City of Texas City (FM 517 point of delivery)
7. San Leon Municipal Utility District (east of Highway 146 in the City of Texas City)
8. Bacliff Municipal Utility District (west of the intersection of Sevan Street and Avenue A within the Bacliff Municipal Utility District)
9. Bayview Municipal Utility District (just west of the termination point and adjacent to the Bayview Municipal Utility District ground storage tank)

Kemah Transmission System

10. Galveston County Water Control and Improvement District No. 12 (west of Hanson Road adjacent to the Ground Storage Tank in the City of Kemah)

South Transmission Line

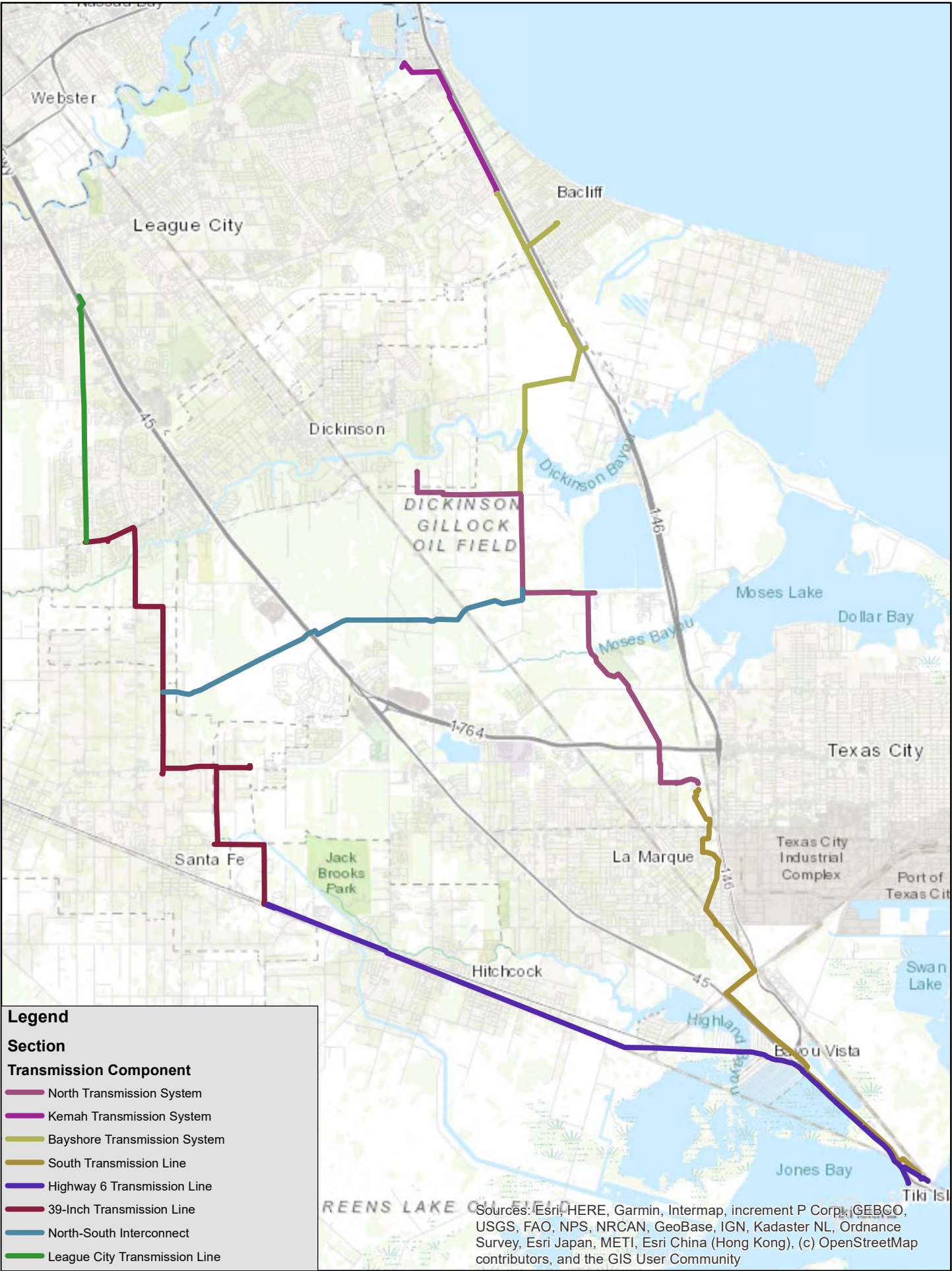
- 11B. City of Galveston (northeast of Old Highway 75 at Virginia Point)

Highway 6 Transmission Line

- 11A. City of Galveston (southwest of Old Highway 75 at Virginia Point)
12. Galveston County Fresh Water Supply District No. 6 (west of Virginia Point Road adjacent to the ground storage tank in the Village of Tiki Island)
13. Galveston County Municipal Utility District No. 12 (just south of the intersection of Ling Street and Neptune Drive in the City of Bayou Vista)
14. City of Hitchcock (just south of North Martin Luther King Avenue between 1st Street and 2nd Street in the City of Hitchcock)

39-Inch Transmission Line

15. Galveston County Water Control and Improvement District No. 8 (south of 14th Street between Avenue K and Avenue L and adjacent to the tower in the City of Santa Fe)
16. City of La Marque (north of FM 1764 and adjacent to the ground storage tank in the City of La Marque)
17. Galveston County Water Control and Improvement District No. 8 (southwest of the intersection of FM 1764 and Avenue L and adjacent to the ground storage tanks in the City of Santa Fe)
18. Galveston County Water Control and Improvement District No. 1 (south of FM 517 and adjacent to the ground storage tank in the City of Dickinson)
19. City of League City (in the meter station north of FM 517 and west of Calder Drive in the City of League City)



Legend

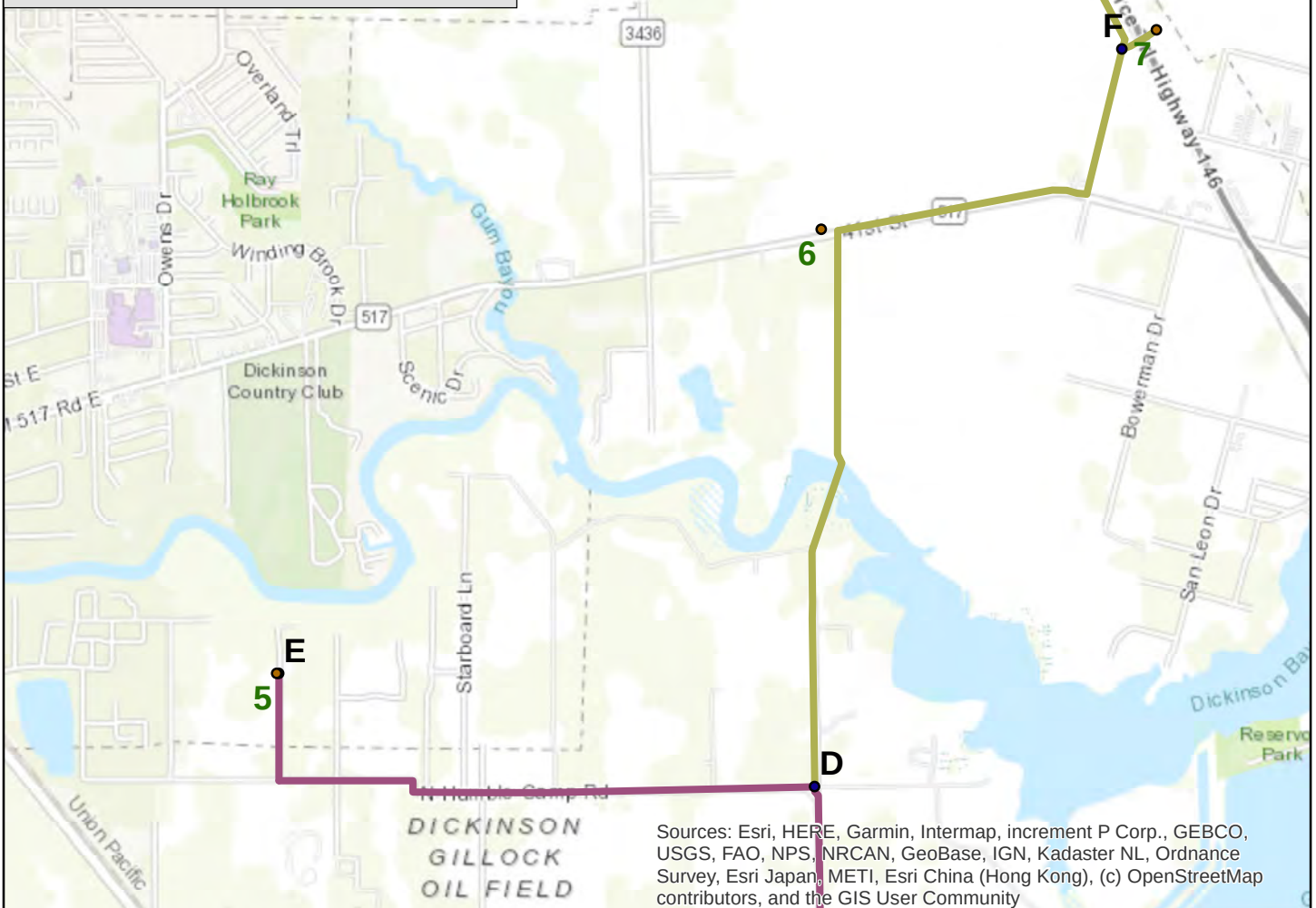
Transmission Component

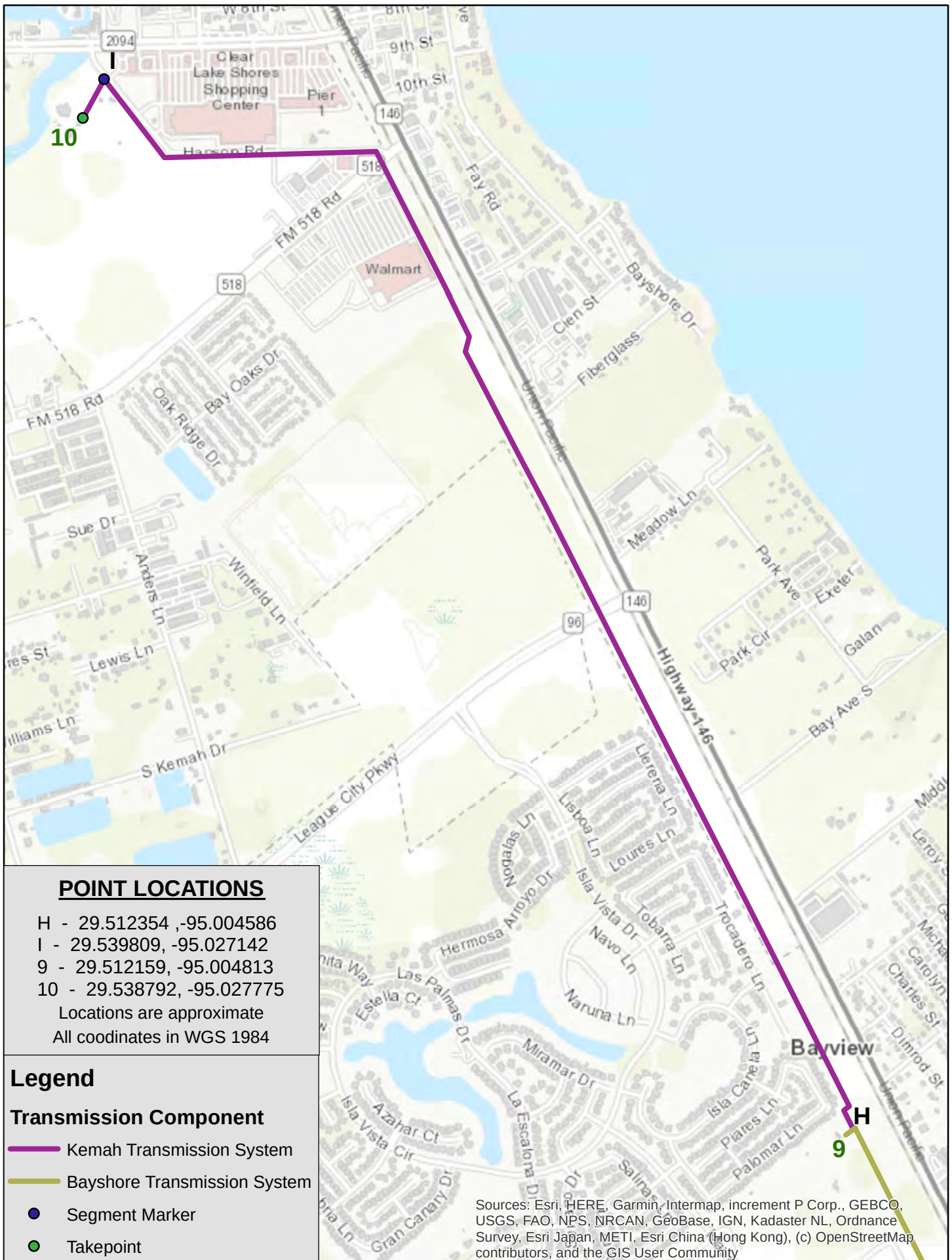
- Bayshore Transmission System
- Kemah Transmission System
- North Transmission System
- Segment Marker
- Takepoint

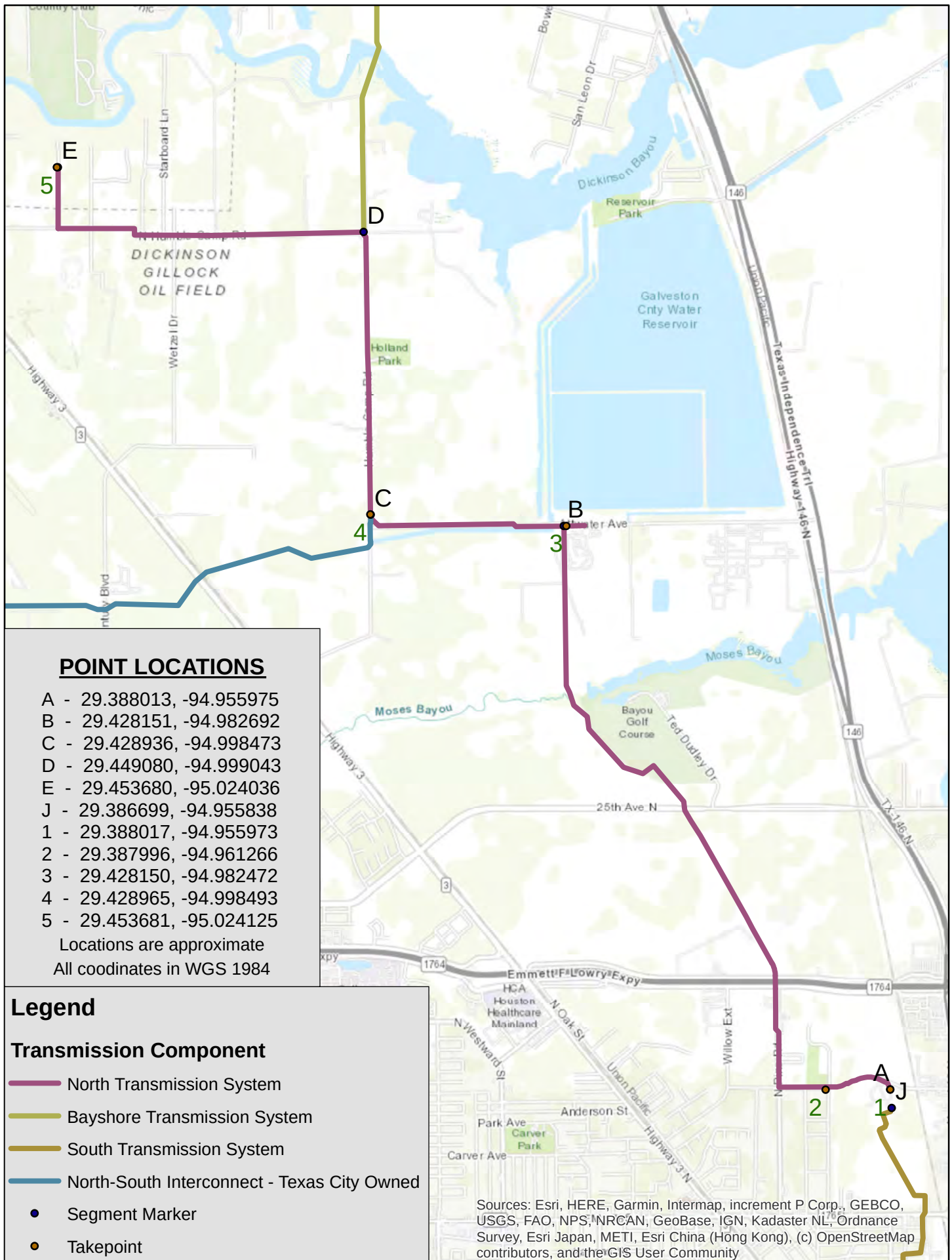
POINT LOCATIONS

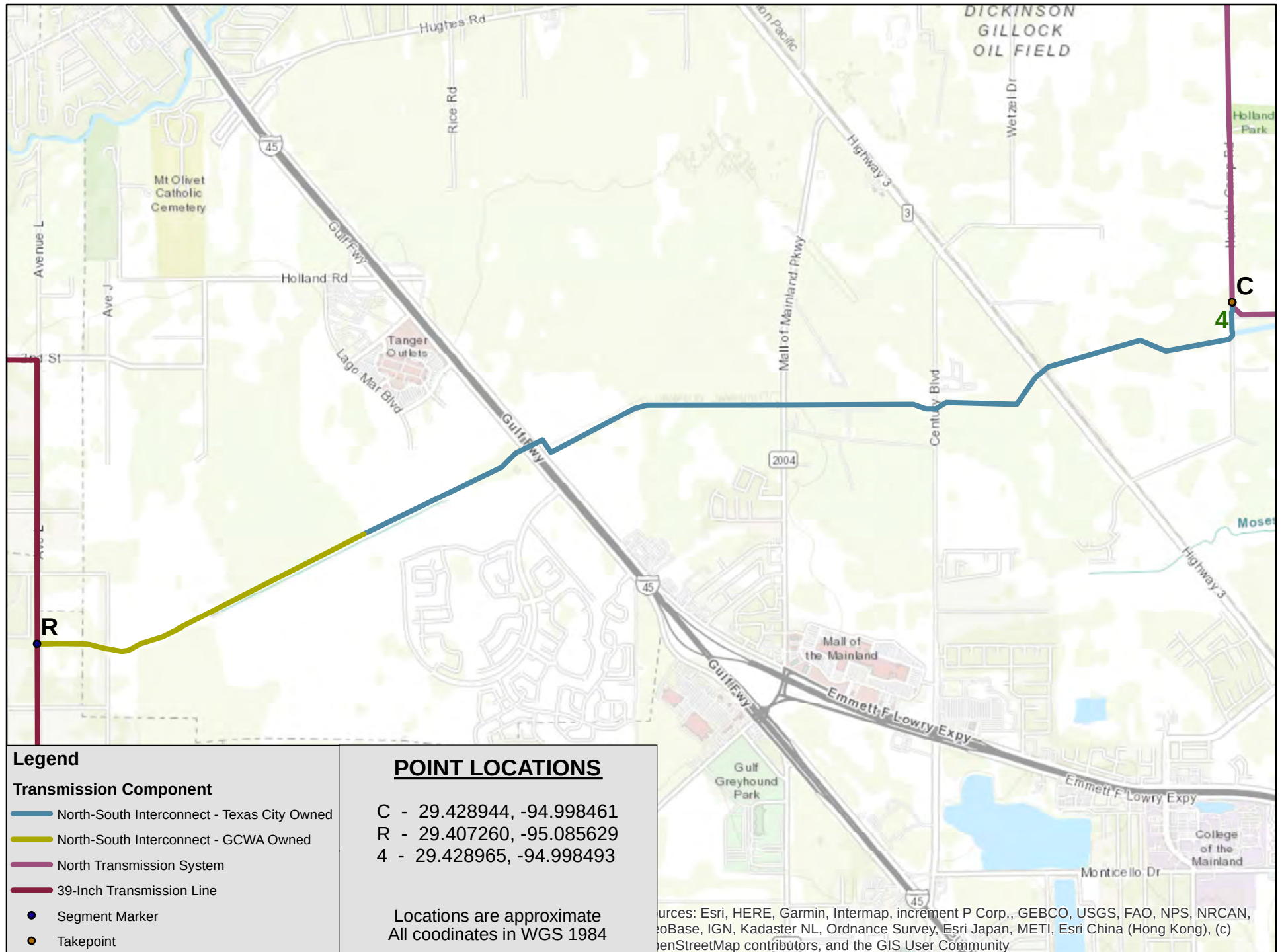
D - 29.449080, -94.999037
E - 29.453680, -95.024036
F - 29.479053, -94.984700
G - 29.500673, -94.997769
H - 29.512354, -95.004586
5 - 29.453681, -95.024125
6 - 29.471738, -94.998727
7 - 29.479830, -94.983094
8 - 29.506087, -94.990127
9 - 29.512159, -95.004813

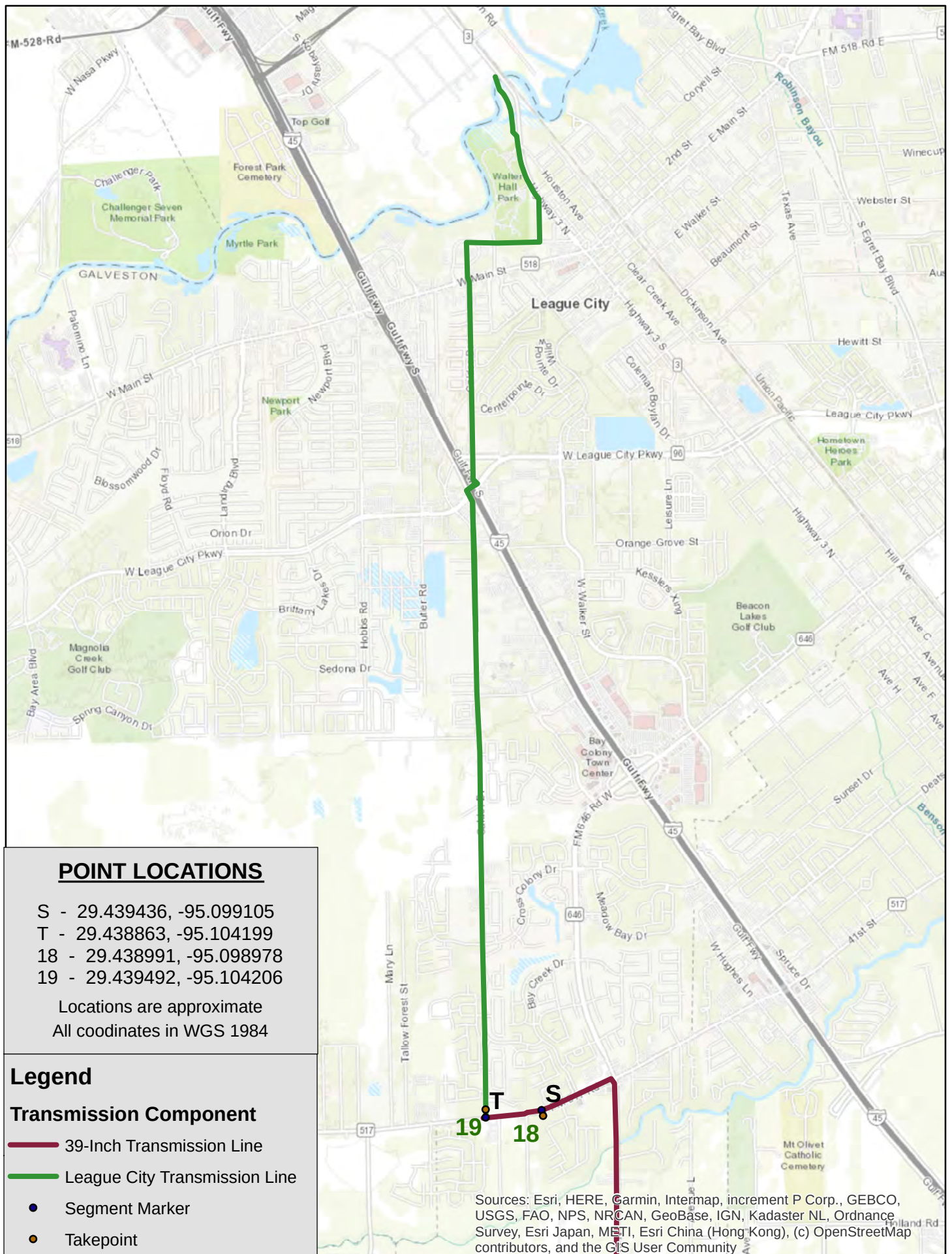
Locations are approximate
All coordinates in WGS 1984

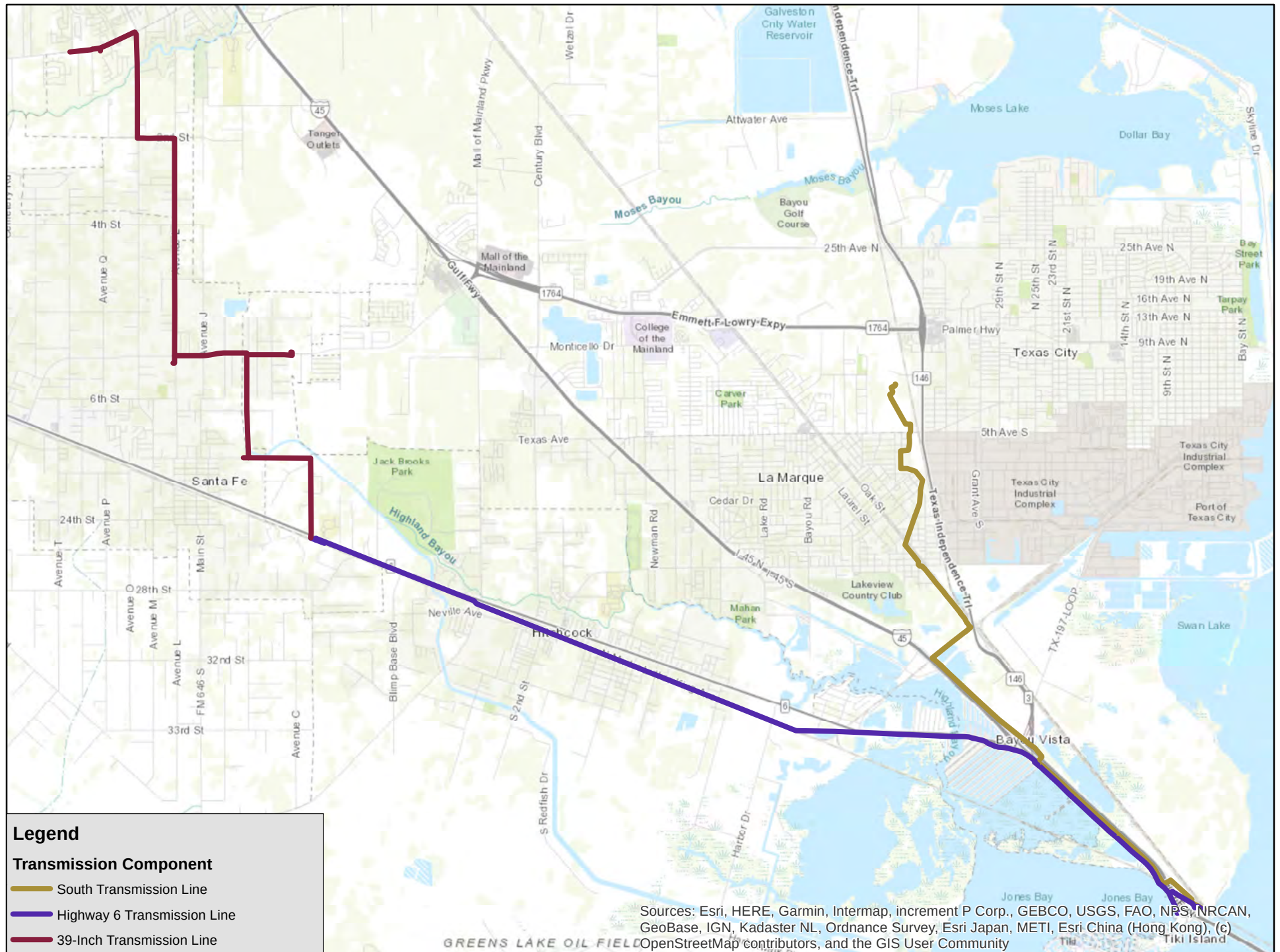


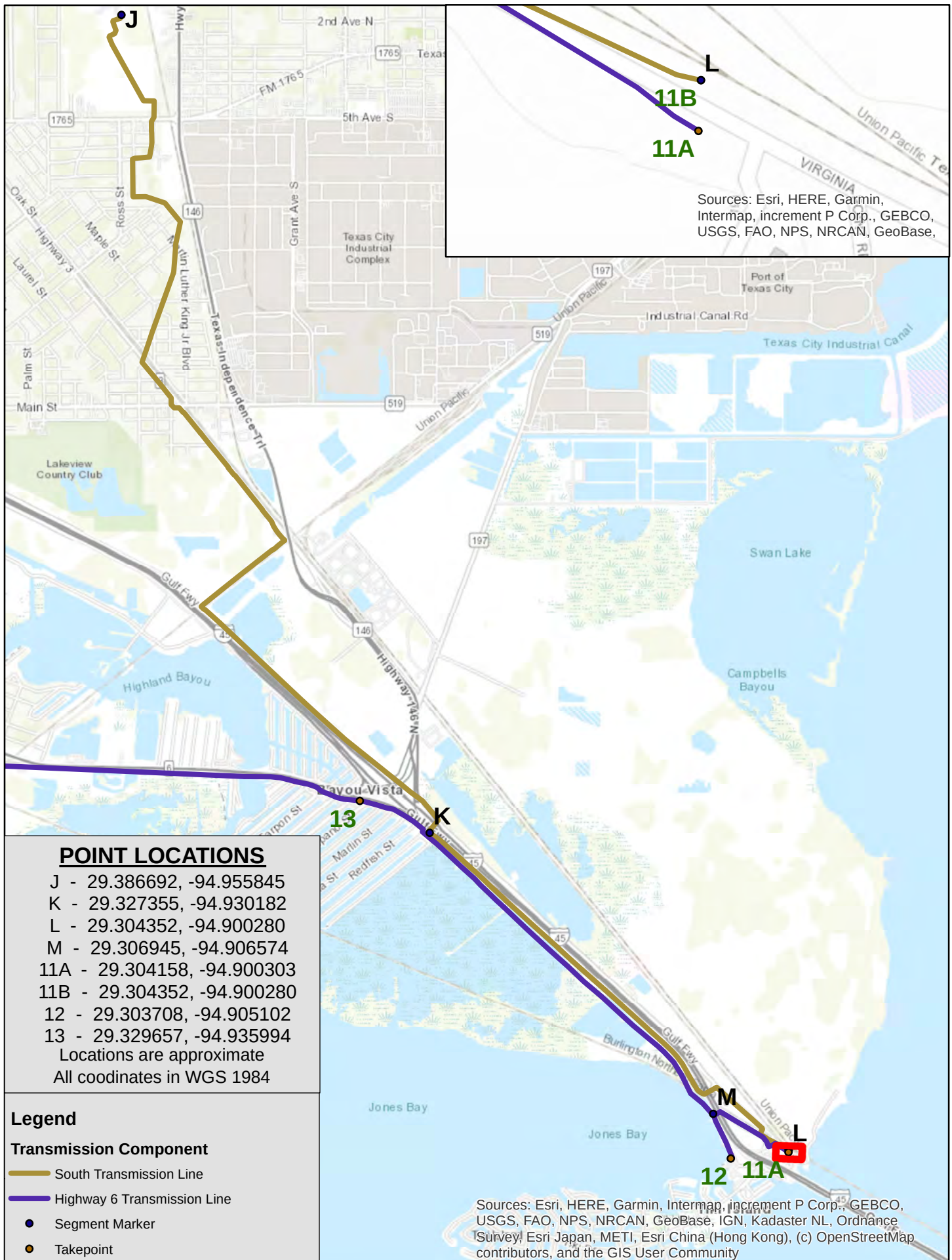


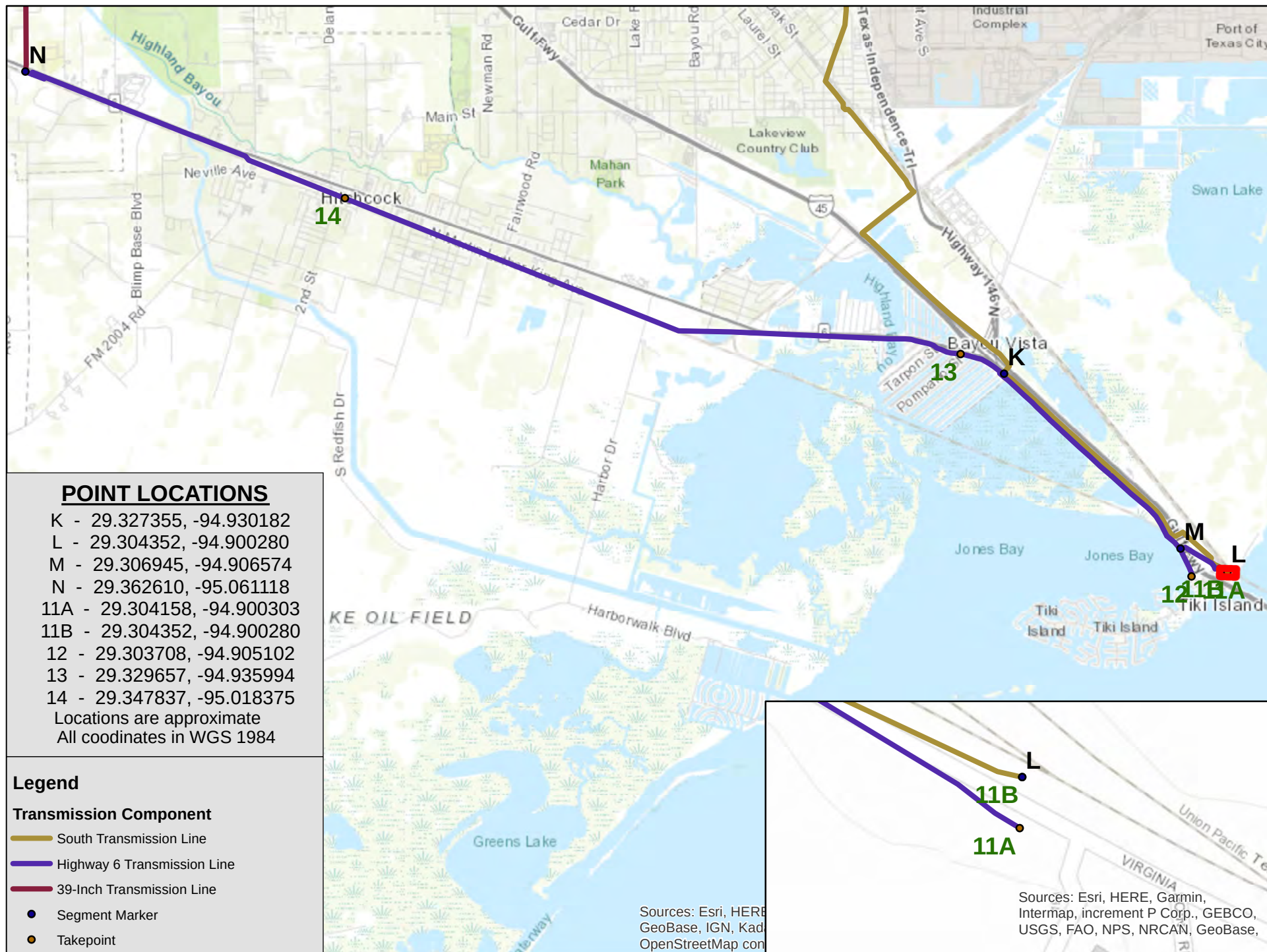


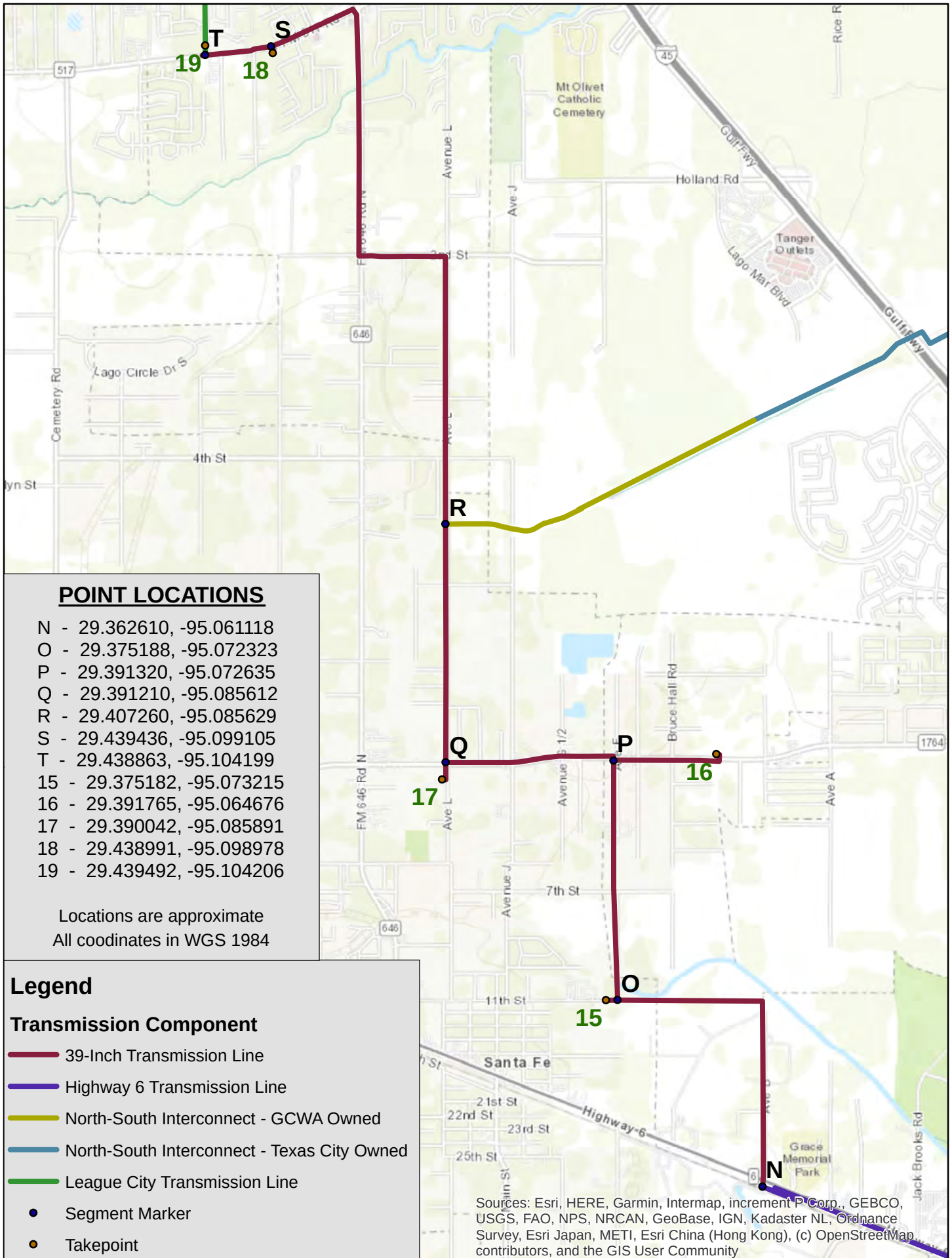












Addendum 1
7.9 MGD Mackey Plant Expansion Bonds

The following table describes the Customers participating in the 7.9 MGD Mackey Plant Expansion and the allocation of Debt Service Charges associated with the 7.9 MGD Mackey Plant Expansion Bonds. This table may be updated in advance of the issuance of the 7.9 MGD Mackey Plant Expansion Bonds to reflect the final participants in the 7.9 MGD Mackey Plant Expansion Bonds.

Customer	Contract Quantity Associated with the 7.9 MGD Mackey Plant Expansion (in gallons per day)	Contract Quantity Associated with Capital Contribution For 7.9 MGD Mackey Plant Expansion (in gallons per day)	Contract Quantity Associated with Amounts being Financed with the 7.9 MGD Mackey Plant Expansion Bonds (in gallons per day)	Allocation of Debt Service Charges associated with the 7.9 MGD Mackey Plant Expansion Bonds⁽¹⁾
City of League City	3,000,000			
City of La Marque	1,247,000			
Galveston County WCID No. 12	2,044,000			
Galveston County WCID No. 8	659,000			
Galveston County FWSD No. 6	450,000			
City of Hitchcock	500,000			
Total	7,900,000			100%

⁽¹⁾ The allocation is expressed as a percentage derived by dividing the incremental increase in Contract Quantity associated with the 7.9 MGD Mackey Plant Expansion that is being bond financed by a Customer participating in the 7.9 MGD Mackey Plant Expansion Bonds by total of all incremental increases in Contract Quantity associated with the 7.9 MGD Mackey Plant Expansion being financed by all Customers participating in the 7.9 MGD Mackey Plant Expansion Bonds.

From: [Dave Davis](#)
To: [Rick Sailer](#)
Subject: RE: Sheet
Date: Tuesday, May 17, 2022 4:06:38 PM
Attachments: [LaMarque analysis 05172022.xlsx](#)

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

I did this one myself...

From: Dave Davis
Sent: Monday, May 16, 2022 4:30 PM
To: Rick Sailer <r.sailer@cityoflamarque.org>
Subject: Sheet

Rick,

As we spoke by phone, there are several errors that we made in developing the sheet. The raw water calculations were incorrect. They were based on actual usage instead of contract quantity.

The O&M costs were based on a mistake in the 2023 budget files.

This file has been corrected and is attached.

I sincerely apologize for the mistake and the impact this will cause.

We will support the City in resolving this issue.

Kind Regards,

Dave

GULF COAST WATER AUTHORITY
THOMAS MACKEY WATER TREATMENT PLANT (FUND 06)
OPERATIONS AND MAINTENANCE BUDGET - LAMARQUE
2022-23

FISCAL YEAR	CONTRACT QUANTITY (KGPD)	* RAW WATER		CAPITAL		O&M - FY21 ACTUAL USAGE TRUE-UP			Total (\$ / YEAR)		
	(\$ / KG)	(\$ / YEAR)	(\$ / KG)	(\$ / YEAR)	ACTUAL USAGE (KGPD)	(\$ / KG)	(\$ / YEAR)	Rate Per Contract Quantity		Rate Per Actual	
21-22	2,780	0.3284703002	333,298.81	0.134428272	136,404.37	2,984.09	0.763304582	831,386.07	1,301,089.25	1.28	1.19
22-23	4,027	0.3272032623	480,941.35	0.146192447	214,881.70	2,984.09	0.942216190	1,026,255.36	1,722,078.41	1.17	1.58
Increase/(decrease)	1,247	-0.0012670379	147,642.54	0.011764174	78,477.33	-	0.1789116078	194,869.29	420,989.15		
Buy in fee per MG:	2,800,000								\$ 0.38651	Increase in rate due to new water.	
Total buy in	\$ 3,491,600.00								\$ 0.17815	Increase to purchase new water (For Plant Expansion)	
									\$ 0.56467	Total	
The above are the highest rate possible as it is based on last years usage											
3.75% interest, 30 years	\$ 194,041.73								\$ 0.28642	Increase in rate due to new water.	
									\$ 0.13201	Increase to purchase new water (For Plant Expansion)	
									\$ 0.41843	Total	
This is the rate increase on contract quantity											
FY22 reconciliation											
Monthly billed		27774.9			11,367.03	2,765.00	0.782718245	65,828.24			
		x 12			x 12			x 12			
FY22 approved budget		333,298.80			136,404.36			789,938.82			
FY21 true-up		-			-	219.09	0.005286011	41,447.25	True up		
FY22 adjusted billing		333,298.80			136,404.36			831,386.07	-		

GULF COAST WATER AUTHORITY
THOMAS MACKEY WATER TREATMENT PLANT (FUND 06)
OPERATIONS AND MAINTENANCE BUDGET - LAMARQUE
2022-23

FISCAL YEAR	CONTRACT QUANTITY (KGPD)	* RAW WATER		CAPITAL		O&M - FY21 TRUE-UP			Total (\$ / YEAR)	\$\$/1000	Monthly	Con / mo
		(\$ / KG)	(\$ / YEAR)	(\$ / KG)	(\$ / YEAR)	ACTUAL USAGE (KGPD)	(\$ / KG)	(\$ / YEAR)				
21-22	2,780	0.3284703002	357,767.58	0.134428272	136,404.37	2,984.09	0.710156415	773,497.45	1,267,669.40	1.249305	105,639.12	101,230.64
22-23	4,027	0.3310441184	486,586.85	0.146192447	214,881.70	2,984.09	0.710156415	773,497.45	1,474,966.01	1.003477	122,913.83	145,441.29
Increase/(decrease)	1,247	0.0025738181	128,819.27	0.011764174	78,477.33	-	-	-	207,296.60			
Buy in fee per MG:	2,800,000								\$ 0.19032	Increase in rate due to new water.		
Total buy in	\$ 3,491,600.00					Additional Water Raw Water & Capital O&M Increase	\$207,296.60 \$0.00		\$ 0.17815	Increase to purchase new water (For Plant Expansion)		
									\$ 0.36847	Total		
3.75% interest, 30 years	\$ 194,041.73									The above are the highest rate possible as it is based on last years usage		
									\$ 0.14103	Increase in rate due to new water.		
									\$ 0.13201	Increase to purchase new water (For Plant Expansion)		
									\$ 0.27305	Total		
										This is the rate increase on contract quantity		

RESOLUTION NO. R-2022-0038

A RESOLUTION ACKNOWLEDGING THE RELATIONSHIP BETWEEN HARRIS/GALVESTON COUNTY REACT AND THE CITY OF LA MARQUE, TEXAS

WHEREAS, the City of La Marque, Texas was approached by Harris/Galveston County React (Radio Emergency Associated Communications Teams) (“React”).

WHEREAS, React desires to provide volunteer services to the City of La Marque, Texas.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Council of La Marque, Texas acknowledges the Memorandum of Understanding between React and the City of La Marque, Texas for the provision of volunteer services to the City of La Marque, Texas.

The City Manager is authorized to sign the nonbinding Memorandum of Understanding between the City of La Marque, Texas and React attached as Exhibit 1.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 11th day of July 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



Harris / Galveston REACT
509 Laurel St. # 1804
La Marque TX 77568-1861
<https://www.hgreact.org/>

MEMORANDUM OF UNDERSTANDING between HARRIS/GALVESTON COUNTY REACT and the CITY OF LA MARQUE, TEXAS

PURPOSE

The purpose of this document is to state the terms for an understanding between the City of La Marque, Texas and the Harris/Galveston County REACT (Radio Emergency Associated Communications Teams), that will serve as a framework within which both organizations may coordinate the development of protocols and procedures for communication in emergency and disaster situations. Each organization comprises volunteers and professional staff in support of their respective educational and technical programs and efforts. It is intended that this agreement will promote joint coordination and exercise of the resources of both ARRL and REACT to recognize the potential and capability of individual members of both organizations to facilitate the flow of information to and from the public during disaster and emergency situations.

ORGANIZATION OF REACT

REACT International, Inc. was established in 1962 as a nonprofit IRS 501 (c)(3) organization, chartered to promote emergency communications and motorist assistance. REACT is headquartered in Wichita, KS. REACT members use Citizen Band Radio, Marine Radio, General Mobile Radio, Amateur Radio, and Business Radio among other radio services to provide

emergency and disaster communications to the public and to government emergency management agencies. REACT teams accept the responsibility of maintaining a monitoring system for emergency communications.

Each REACT team is a wholly independent entity with its own form of administrative control, developed to suit local needs and conditions, Because many of the monitored frequencies are designed for local communications, there is no limit to the number of REACT teams in any geographical area. REACT, on behalf of local teams throughout the nation, works effectively with other national emergency groups to advise on the proper use of local radio communications.

PRINCIPLES OF COOPERATION

The Parties hereby commit, to the extent practicable, to early involvement and cooperation to ensure timely decisions are made and that the responsibilities of each Party are met. The Parties commit to working together. In particular the Parties agree to:

1. Provide volunteer services to assist the City of La Marque with special events and other events subject to the availability of volunteers and the acceptance of the volunteers by the City of La Marque.
[REDACTED]
2. Supporting Disaster Preparedness and Response
[REDACTED]
3. Non-disaster Activities
[REDACTED]

GENERAL

-
- A. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so.
 - B. Both parties will keep the public informed of their cooperative efforts.
 - C. Both parties will widely distribute this MOU within the respective departments and administrative offices of each organization and urge full cooperation.
 - D. Both parties will allocate responsibility for any shared resources in writing in advance of any commitment.

MISCELLANEOUS

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Additions or revisions to the attachments of this document may be made with separate signatures on the attachments rather than requiring re-execution of this document as a whole.

EFFECTIVE DATE

This Statement of Understanding shall become effective on the last date shown below when executed by both parties. This Statement of Understanding is valid and binding until termination by either party upon 60 days written notification to the other Parties.

SIGNED

_____ Date: _____
Tanner Maughan
Team Leader
Harris/Galveston County REACT

_____ Date: _____
Cesar Garcia
City Manager
City of La Marque, Texas

RESOLUTION NUMBER 2022-0039

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AWARDING REQUEST FOR PROPOSAL #22-01 FOR DEBRIS MANAGEMENT,
MONITORING AND CONSULTING SERVICES; AND AUTHORIZING THE CITY
MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO
EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE
INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of La Marque is in need of assistance from a contractor to provide clean-up, demolition, removal, reduction and disposal of debris as directed by the City following a natural disaster; and

WHEREAS, the City of La Marque advertised Request for Proposals (“RFP”) #22-01 for Debris Removal Services on Friday, June 24, 2022 in the Galveston Daily News; online via City Website Bids Page; and

WHEREAS, two proposals were received by 10:00 a.m. Thursday, July 7, 2022 in response to RFP #22-01; and

WHEREAS, upon full review and consideration of the Evaluation Summary for RFP #22-01, herein attached as Exhibit ‘A’ and all matters attendant and related thereto, the City Council is of the opinion that RFP #22-01 should be awarded to and that the City Manager should be authorized to execute an Agreement for the services.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Evaluation Summary for RFP #22-01, having been reviewed by the City Council of the City of La Marque and found to be acceptable and in the best interests of the City of La Marque and its citizens, are hereby in all things awarded.

Section 3. The City Manager is hereby authorized to execute an Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 11th day of July 2022.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Kierra Nance, City Clerk
City of La Marque, Texas

APPROVED AS TO FORM AND CONTENT:

City Attorney
City of La Marque, Texas



DEBRISTECH



CITY OF LA MARQUE, TEXAS

REQUEST FOR PROPOSAL #22-01
DEBRIS MANAGEMENT, MONITORING
AND CONSULTING SERVICES

DUE: THURSDAY, JULY 7, 2022 AT 10:00 A.M.

Prepared by:
DebrisTech, LLC
925 Goodyear Blvd
Picayune, MS 39466

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Protecting Communities. Leading Recovery.
www.DebrisTech.com







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A. Qualification Requirements



DEBRISTECH



LETTER OF TRANSMITTAL

To the Evaluation Committee of the City of La Marque,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. The individuals comprising the DebrisTech team possess direct and relevant experience in the field of disaster response and recovery, specifically disaster debris monitoring. Our principal engineers come to the table with a combined half-century of experience in dealing with FEMA, disasters, and debris removal monitoring.

Experienced management must take place to navigate the after-effects of any storm. Their role will be to put years of professional emergency and disaster management to work for every client. A unique, integral, but non-human part of our team is our Automated Debris Management System. Our ADMS incorporates cutting edge technology and industry-first process automation, which serves as a real-time audit system for all debris removal operations. This core of our services is built upon streamlining the recovery process while automating the data collection for reimbursement purposes, ultimately ensuring the entire process operates quickly and efficiently.

DebrisTech is capable of providing our clients with fully compliant debris monitoring and removal contractor invoice reconciliation. Our FEMA certified project management team implements FEMA compliant documentation methodology and innovative reporting technology for all of our clients across the country. Load data is collected and reported to the management team in real-time. This feature combined with our debris monitoring experience makes us uniquely qualified to fulfill any debris monitoring scope of work for any client.



I, along with a seasoned and highly capable project management team, will be handling the day-to-day debris monitoring requirements of your project as representatives of DebrisTech. From our headquarters in Picayune, MS, we have responded within 48 hours to every contract activation and we are prepared to do the same for all future clients. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.

Thank you

Brooks R. Wallace, P.E.
Founder and Managing Principal



B. Contracting Requirements



DEBRISTECH



CONTRACTING REQUIREMENTS

- 1) DebrisTech will, upon award of a contract, secure a Performance and Payment Bond valid for one year and automatically renewed annually for the full term of the contract.
- 2) DebrisTech understands that bonds will be required.
- 3) DebrisTech will perform as an independent contractor and, as such, will have and maintain complete control over all of its employees and operations. This is a statement of intent.
- 4) DebrisTech will not assign, sublet, or transfer its interest or obligations of this project.



C. Use of Subcontractors



DEBRISTECH



USE OF SUBCONTRACTORS

1) DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises who's specific capabilities complement our own skills for the benefit of our. We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate subcontractors for specific projects. Should the need for a subcontractor arise during a project, we contact a subcontractors whose capabilities meet the requirements.

2) DebrisTech will comply with the following stipulation: No Subcontractor may provide services unless the City consents. The Contractor shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the City as are specified in the City's contract with the Contractor, unless Contractor provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Contractor and made available for City Contract Administrator review upon request. This is a statement of compliance.



D. Experience

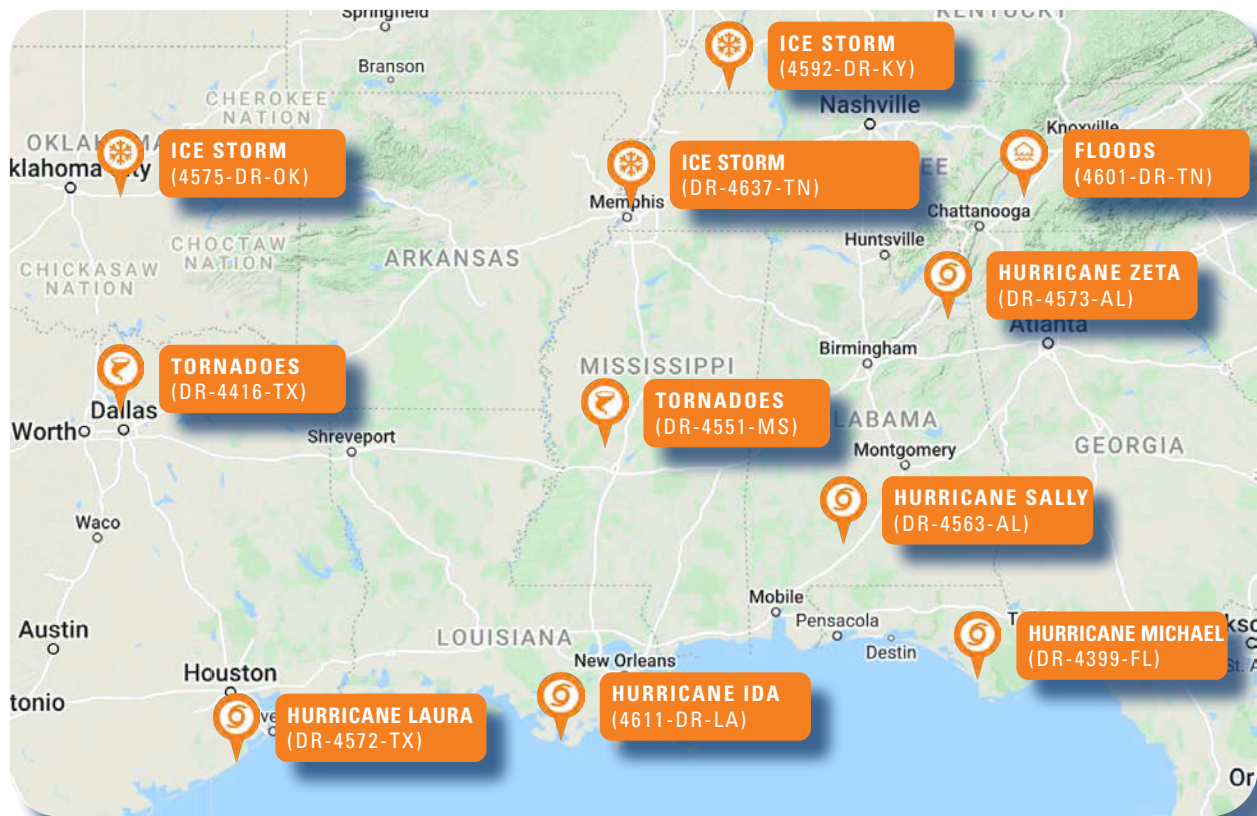


DEBRISTECH



DISASTER EXPERIENCE

DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, DebrisTech provides debris monitoring services to clients across the United States. Since 2010, our team has served every level of government in response to *more than 25 federally declared disasters* across the country and has never had a contract terminated for failure to perform. All of our clients have received the data required for reimbursement for all eligible work performed. Below is a map showing several of the recent disasters in which DebrisTech was an integral part of the recovery process for cities and counties:



In the past two years alone, DebrisTech was responsible for the documentation and monitoring of the removal of tens of millions of cubic yards of eligible storm-generated debris for over 80 projects. This debris was documented from cradle-to-grave to provide a clear record of the proper removal and disposal.



RECENT PROJECTS

EVENT	CLIENT	POINT OF CONTACT	TITLE	PHONE
STRAIGHT-LINE WIND 2022 (DR-4637-TN)	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
	City of Germantown, TN	Joe Nunes	City Manager	901-757-7229
	City of Bartlett, TN	Mike Admas	Public Works Director	901-734-8900
MAJOR TORNADO 2021 (DR-4630-KY)	Fulton County, KY	Jim Martin	County Judge Executive	270-236-3480
	Caldwell County, KY	Larry Curling	County Judge Executive	270-365-6660
	Hopkins County, KY	Jack Whitfield, Jr.	County Judge Executive	270-821-8294
	Marshall County, KY	Kevin Neal	County Judge Executive	270-527-4750
HURRICANE IDA 2021 (DR-4626-MS) (4611-DR-LA)	City of McComb, MS	Quodinia Lockley	Mayor	601-684-4000
	City of Picayune, MS	Jim Luke	Mayor	601-798-9770
	Pike County, MS	Tami Dangerfield	County Administrator	601-783-5289
	Hancock County, MS	Geoff Clemens	Compton Engineering	228-342-5352
	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
	City of Kenner, LA	Chad Pitfield	EM Response Team	504-638-8949
	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
ICE STORM 2021 (DR-4598-MS)	Adams County, MS	Robbie Dollar	Public Works Director	601-445-7935
	Jefferson County, MS	Brenda Buck	County Administrator	601-786-3142
	Claiborne County, MS	Andrew Jenkins	Contract Manager	601-437-5216
	Warren County, MS	Jim Garner	County Engineer	601-618-7777
ICE STORM 2021 (4592-DR-KY)	Morgan County, KY	Laurel Matula	ER Assist	479-619-8900
	Johnson County, KY	Mark McKenzie	Executive Judge	606-792-6817
	Elliot County, KY	Myron Lewis	Executive Judge	859-327-9985
	Boyd County, KY	Jason Queen	FEMA Coordinator	606-694-0715
	Carter County, KY	Mike Malone	County Judge Executive	606-474-5366
FLOOD 2021 (DR-4609-TN)	City of Waverly, TN	Corey Burkett	Public Works Director	931-296-2101
	Haywood County, NC	Bryant Morehead	County Manager	828-452-6625
HURRICANE ZETA 2020 (DR-4576-MS) (DR-4573-AL)	Greene County, MS	Jason Lamb	County Engineer	601-310-4205
	Town of Leaksville, MS	Rex Garretson	Town Clerk	601-394-2383
	George County, MS	Connie Shockley	Purchasing Clerk	601-947-7506
	City of Selma, AL	Meridith Stone	City Engineer	334-875-1960
	City of Pass Christian, MS	Marian Govenor	City Clerk	228-452-3311
	City of Bay St. Louis, MS	Kim Favre	Public Works Director	228-466-5505
	Forsyth County, GA	Eric Johnson	County Manager	770-781-2101
DERECHO 2020 (DR-4557-IA)	City of Marion, IA	Ryan Miller	Public Services Director	319-377-6367
	City of Cedar Rapids, IA	John Riggs	Housing & Enforcement Manager	319-286-5981
	City of Madrid, IA	Tom Brown	Mayor	515-795-3930



LARGE SCALE PROJECTS

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
ICESTORM (DR-4637-TN)	City of Memphis, TN	1,000,000 and counting	2022
HURRICANE IDA (DR-4611-LA)	St. Charles Parish, LA	1,679,829	2021
DERECHO (DR-4557-IA)	City of Cedar Rapids, IA	4,618,442	2020
DERECHO (DR-4557-IA)	City of Marion, IA	1,114,546	2020
HURRICANE MICHAEL (DR-4399-FL)	City of Panama City, FL	5,843,262	2018
HURRICANE MICHAEL (DR-4399-FL)	Bay County, FL	10,442,409	2017
HURRICANE MARIA (DR-4339-PR)	Department of Transportation and Public Works, Puerto Rico	1,475,332	2017

In addition to large scale projects, DebrisTech has demonstrated experience with large-scaled clients and contracts. DebrisTech currently holds contracts with:



Mississippi Emergency
Management Agency



Association of County
Commissions of Alabama



North Carolina Department
of Public Safety



Florida Division of
Emergency Management



Puerto Rico Department of
Transportation and Public Works

PROTECTING THE CITY OF LA MARQUE. LEADING RECOVERY.



FEMA REIMBURSEMENT

DebrisTech has operated as a trusted contractor who operates as a partner with its clients to respond immediately to a disaster. We strive to provide the highest quality of services even during immediate activations through a project. Our staff has experience with hiring over 10,000 monitors across more than 125 contract activations in the last 12 years. Every DebrisTech manager and associate understands our primary role is to thoroughly document the removal of eligible storm debris in a concerted effort to maximize the reimbursement of funds from FEMA.

FEMA Compliance

DebrisTech monitors the debris removal process from site loading to disposal with electronic tracking ensuring FEMA compliance. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.

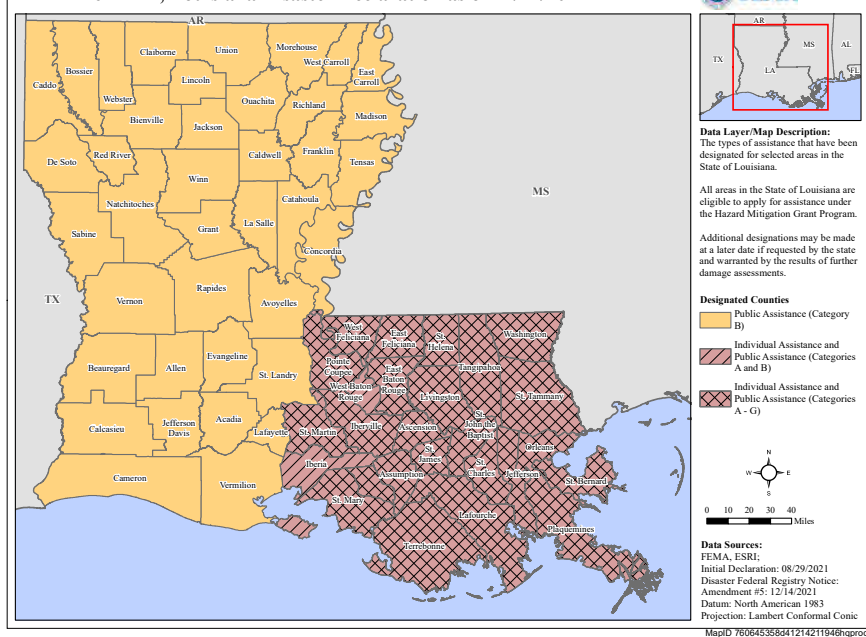


Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invoice with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.

HURRICANE IDA (DR-4611-LA)

FEMA-4611-DR, Louisiana Disaster Declaration as of 12/14/2021



DT117 - City of Kenner, LA

September, 2021 - Present

300,000 CY and counting

Chad Pittfield, EM Response

Team Lead - 504-638-8949

DT118 - St. Charles Parish

September, 2021 - Present

700,000 CY and counting

Chandra Sampey, Contract

Administrator - 985-783-5102

DT119 - City of Baker, LA

September, 2021 - October, 2021

10,000 CY and counting

Darnell Waites, Mayor -

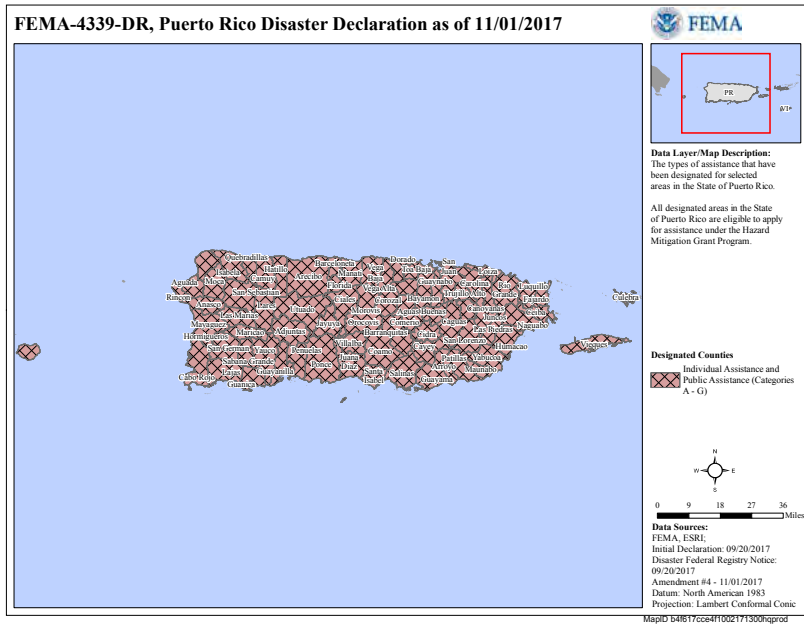
225-615-4194

In September 2021, Hurricane Ida landed on the southeast coast of Louisiana. This Category 4 hurricane left hundreds of thousands without a home and millions without power, water and other amenities provided afforded to us by modern society. DebrisTech provided debris monitoring services to all of our clients affected by the hurricane and maintained existing level of services to our clients navigating their own recovery scenarios at the time of this disaster. Hurricane Ida provided our teams a unique opportunity to respond to a natural disaster with our mobile command centers. All of southeast Louisiana was without power and the utilities. These circumstances required the deployment of 4 mobile command centers, 5 generators, 2, 500 gallon containers for fuel and water, 200 ADMS devices, and 2 recruiting teams that hired and trained more than 200 local debris monitors.

In St. Charles Parish our team monitored debris removal operations for the Parish, the Parish's drainage system, and the Parish School District. In the cities of Baker and Kenner we monitored debris removal from the right-of-way. These clients have received documentation for the removal of more than 1,000,000 cubic yards of eligible debris.



HURRICANE MARIA (DR-4339-PR)



Puerto Rico DTOP

1,303,358.2 CY of Vegetative Debris Monitored and Documented and counting

78,358.7 CY of C&D Debris Monitored and Documented and counting

300 Debris Removal/Trimming Crews

8 Disposal Sites in Operation

On September 20, 2017, Puerto Rico, the American Territory roughly 1,000 miles off the coast of Florida, was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the 3,500 sq miles Island leaving devastation in its wake. That record-setting storm left more than 90% of the island in the dark; with a debris field that encompassed all of Puerto Rico.

The Government of Puerto Rico elected to divide the Island into 5 Zones and hired two, third party private consultants to Monitor and Document the removal and disposal of the storm generated debris. DebrisTech was selected to monitor the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria. Utilizing DebrisTech's ADMS to monitor and record the Contractor's activities, the local government is able to track and manage their recovery in these zones with access to real-time information. DebrisTech mobilized within 24 hours after Notice to Proceed while amassing a staff of 40 trained monitors and a management staff of 16 full-time DebrisTech employees keeping pace with the local government's desire to begin the recovery process as soon as possible. DebrisTech is honored to be considered one of the top 2 firms in our respected field based on our past and current performances aiding cities, counties, states, and territories across the country in recovering from their own unexpected natural disasters. Due to the amount of personnel demand over a sustained period, coupled with agreed upon payment terms, this project is a shining example of DebrisTech's ability to engage in multi-million dollar endeavors across the country.



HURRICANES MATTHEW AND IRMA (DR-4283-FL) AND (DR-4337-FL)

In 2014 the City of Jacksonville Beach procured DebrisTech to provide debris monitoring services until 2019 and is now extended until 2025. This pre-procured contract and their approved debris management plan have allowed them to be fully prepared for the last 3 major hurricanes to effect Jax Beach. DebrisTech was present in the EOC within hours of each storm's passing to begin the first push and the required debris removal documentation.

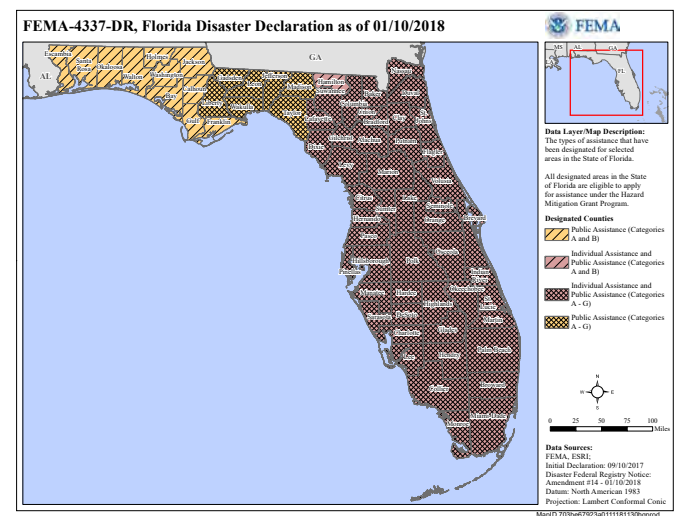
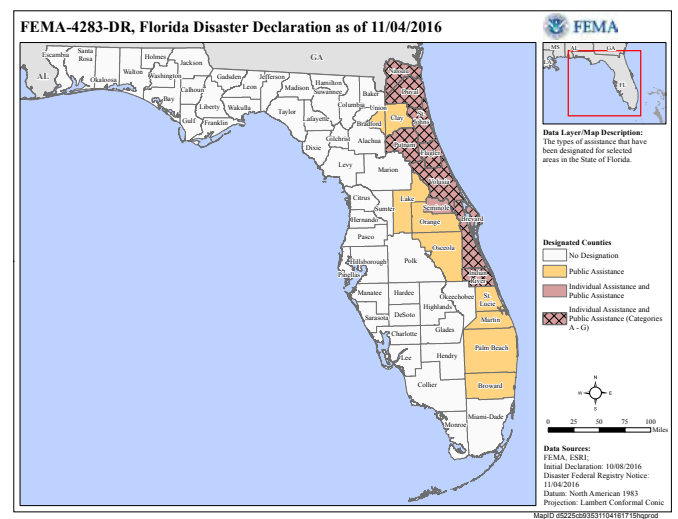
Upon activation in 2016 for Hurricane Matthew, DebrisTech was recognized as a necessity by two neighboring beach cities, Neptune Beach and Atlantic Beach. These cities utilized the cooperative purchasing clause in Jacksonville Beach's RFP to enter into an agreement with DebrisTech to provide debris monitoring services in October of 2016.

DebrisTech was responsible for documenting every hazardous limb and tree, along with every load of storm-generated debris, from these 3 cities. DebrisTech also documented the removal of this debris to its final resting place in the haul out phase.

After Irma in 2017, DebrisTech was able to monitor and document the removal of all eligible storm-generated debris, along with hundreds of hazardous trees and limbs, from the public right of way for all 3 cities. Because of the geographic proximity of these cities, DebrisTech was able to leave 1 project manager to service and address any concerns brought up by each city.

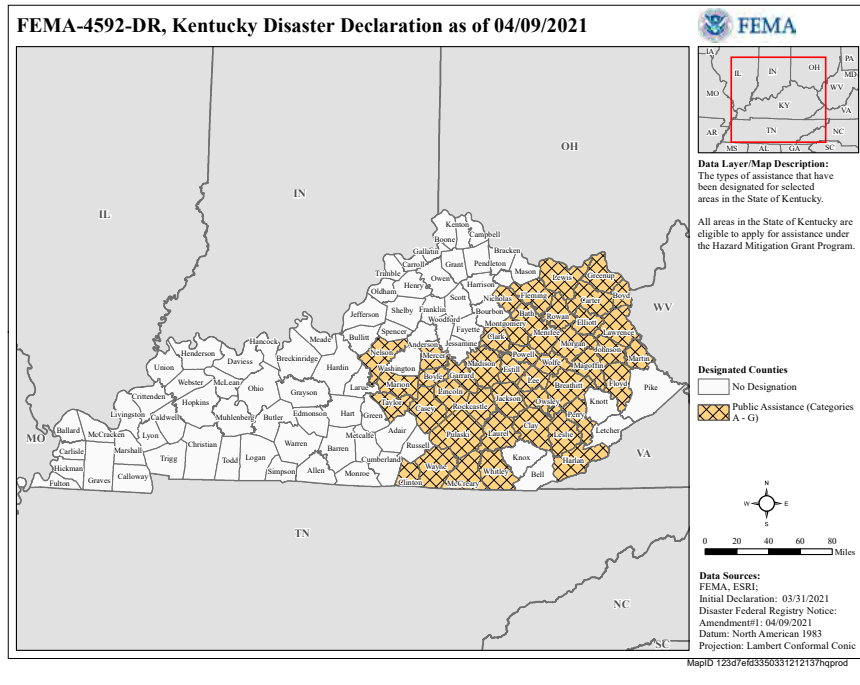
240,000 CY of Debris Monitored and Documented

1,500 Hazardous Hanger and Leaner Tickets Processed





KENTUCKY ICE STORMS (DR-4592-KY)



DebrisTech fulfilled the debris monitoring responsibilities of the state contract on behalf of ER Assist, the state Public Assistance contractor, following this disaster. Our staff was responsible for hiring, training, monitoring, documenting, and removal invoice reconciliation.

DT107 - Carter County - August 25, 2020 - Present 137,055.5 CY

Tom Thompson, EM Director - 606-474-9827

DT108 - Boyd County - March, 2021 - June, 2021 - 12,105.9 Tons

Jason Queen, FEMA Coordinator - 606-393-1801

DT109 - Johnson County - June, 2021 - Present - 79,067.7 CY

Jerry McClure, EM Director - (606) 789-2550

DT110 - Elliot County - April, 2021 - August, 2021 89,011.2 CY

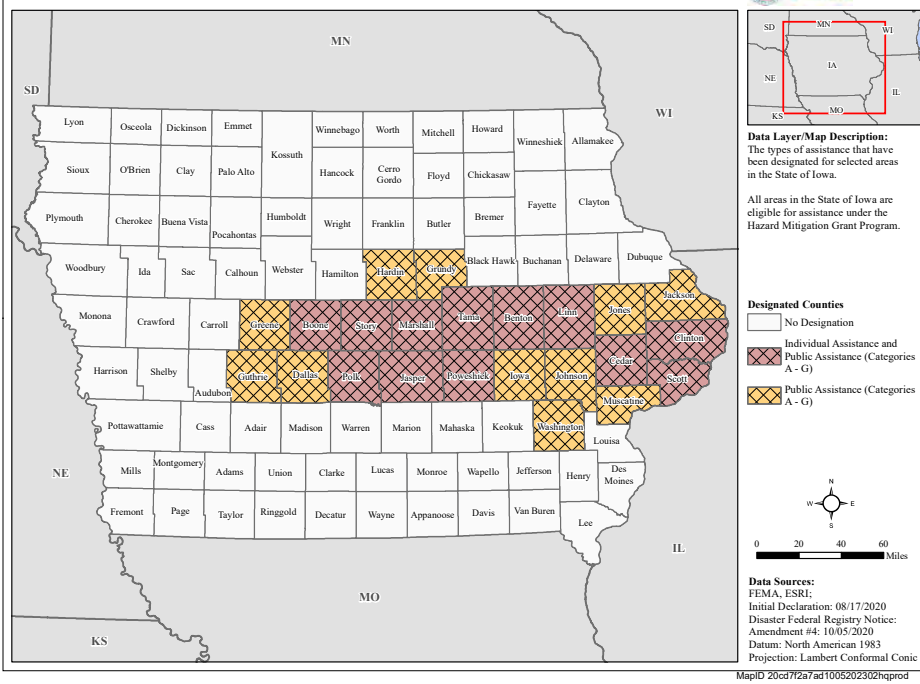
Jim Skaggs, EM Director - 606-738-6011

DT113 - Morgan County - April, 2021 - August 2021 - 58,524.5 CY

Irene Jenkins, EM Director - (606) 743-4169

IOWA SEVERE STORMS (DR-4557-IA)

FEMA-4557-DR, Iowa Disaster Declaration as of 10/05/2020



On August 10, 2020, a powerful Derecho (a powerful, long-lived wind storm) ravaged across Iowa and causing more than \$18 million (initial estimate) worth of damage. DebrisTech fulfilled the debris monitoring responsibilities of the state contract on behalf of ER Assist, the state Public Assistance contractor, following this disaster. Our staff was responsible for hiring, training, monitoring, documenting, and removal invoice reconciliation.

DT080 - Madrid, IA - August 20, 2020 - October 6, 2020 CY 25,767.4, 1 DMS

Tom Brown, Mayor- 515-795-3930

DT081 - City of Cedar Rapids, IA - August 25, 2020 - Present CY 3,301,183.7 16 DMS

John Riggs, Housing & Enforcement Manager - 319-286-5981 J.riggs@cedar-rapids.org

DT082 - City of Marion, IA - September 2, 2020 - Present CY 1,102,111, 3 DMS

Ryan Miller, Public Services Director - 319-377-6367 rmiller@cityofmarion.org



MS TORNADOES (DR-4536/4551-MS)

DebrisTech was able to assist the Counties below simultaneously following a devastating series of severe storms and tornadoes in 2020. The exact dates are listed with references for each county.

DT065 - Jefferson Davis County, MS - April 27, 2020 - July 30, 2020 CY 237,697.1

Bobby Rush, Board President - 601-792-4336 -
brush@co.jeffersondavis.ms.us

DT066 - Lamar County, MS - April 23, 2020 - May 14, 2020 CY 14,790.7

Tommy Jones, Road Manager - 601-606-5768 -
tjones@lamarcountymms.gov

DT067 - Jones County, MS - May 4, 2020 - August 12, 2020 CY 271,393.2

Daniel Ashley, Chief Administrative Officer -
601-649-1280, dashley@co.jones.ms.us

DT068 - City of McComb, MS - April 30, 2020 - July 12, 2020 CY 107,080.9

Quodiniah Lockley, Mayor - 601-684-4000 -
qlockley@mccomb-ms.gov

DT070 - Marion County, MS - June 2, 2020 - Present CY 38,910.9

Terry Broome, Board President - 601-736-7382 -
terrybroome@co.marion.ms.us

DT071 - Walthall County, MS - June 1, 2020 - July 28, 2020 CY 68,492.1

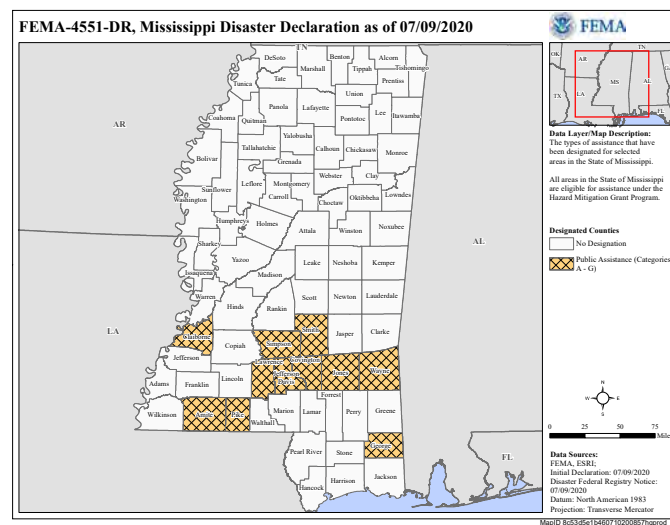
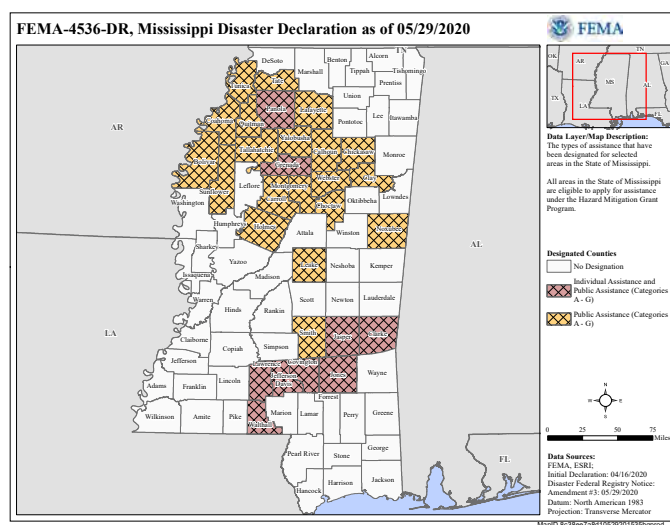
Larry Montgomery, Board President - 601-876-2611 -
cginn@co.walthall.ms.us

DT072 - Lawrence County, MS - June 1, 2020 - July 11, 2020 CY 42,387.7

Steve Garret, Board President - 601-587-3003 -
hrains@co.lawrence.ms.us

DT073 - Pike County, MS - July 15, 2020 - August 5, 2020 CY 36,771.2

Tami Dangerfield, County Admin. - 601-783-5289 - tamid@pikecountymms.gov





COMPLETED CONTRACTS

DebrisTech Projects

Event	Client	Point of Contact	Title	Contact
Straight-line Wind 2022	City of Bartlett, TN	Mike Admas	Public Works Director	901-734-8900
Straight-line Wind 2022	City of Germantown, TN	Joe Nunes	City Manager	901-757-7229
Straight-line Wind 2022	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
Major Tornado 2021	Fulton County, KY	Jim Martin	County Judge Executive	270-236-3480
Major Tornado 2021	Caldwell County, KY	Larry Curling	County Judge Executive	270-365-6660
Major Tornado 2021	Hopkins County, KY	Jack Whitfield Jr.	County Judge Executive	270-821-8294
Major Tornado 2021	Marshall County, KY	Kevin Neal	County Judge Executive	270-527-4750
Hurricane Ida 2021	City of McComb, MS	Quodinia Lockley	Mayor	601-684-4000
Hurricane Ida 2021	Pike County, MS	Tami Dangerfield	County Administrator	601-783-5289
Hurricane Nicholas 2021	Matagorda Co., TX	Amanda Campos	EM Coordinator	979-244-7614
Flood 2021	City of Waverly, TN	Corey Burkett	Public Works Director	931-296-2101
Hurricane Ida 2021	Hancock County, MS	Geoff Clemens	Compton Engineering	228-342-5352
Hurricane Ida 2021	City of Picayune, MS	Jim Luke	Mayor	601-798-9770
Hurricane Ida 2021	St. Charles Parish Public School District	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Tropical Storm Ida 2021	Montgomery County, PA	Billy Messerschmidt	Asst Director of Operation	610-631-6525
Hurricane Ida 2021	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
Hurricane Ida 2021	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Hurricane Ida 2021	City of Kenner, LA	Chad Pitfield	EM Response Team	504-638-8949
Flood 2021	Haywood County, NC	Bryant Morehead	County Manager	828-452-6625
Ice Storm 2021	Adams County, MS	Robbie Dollar	Public Works Director	601-445-7935
Ice Storm 2021	Jefferson County, MS	Brenda Buck	County Administrator	601-786-3142
Ice Storm 2021	Claiborne County, MS	Andrew Jenkins	Contract Manager	601-437-5216
Ice Storm 2021	Warren County, MS	Jim Garner	County Engineer	601-618-7777
Ice Storm 2021	Morgan County, KY	Laurel Matula	ER Assist	479-619-8900
Ice Storm 2021	Johnson County, KY	Mark McKenzie	Executive Judge	606-792-6817
Ice Storm 2021	Elliot County, KY	Myron Lewis	Executive Judge	859-3279985
Ice Storm 2021	Boyd County, KY	Jason Queen	FEMA Coordinator	606-694-0715
Ice Storm 2021	Carter County, KY	Mike Malone	County Judge Executive	606-474-5366
Ice Storm 2021	City of Natchez, MS	Richard Burke	Assistant Mayor	601-445-7555
COVID-19 2021	Mississippi Dept. Health	Marshall Horn	Chief of Logistics	662-229-6041
Oregon Fire 2020	Marion County, OR			
Oregon Fire 2020	Oregon DOT	Jared George	PA Professional	850-980-9700
Hurricane Zeta 2020	Greene County, MS	Jason Lamb	County Engineer	601-310-4205
Hurricane Zeta 2020	Town of Leakesville, MS	Rex Garretson	Town Clerk	601-394-2383
Hurricane Zeta 2020	George County, MS	Connie Shockley	Purchasing Clerk	601-947-7506
Hurricane Zeta 2020	City of Selma, AL	Meredith Stone	City Engineer	334-875-1960
Hurricane Zeta 2020	City of Pass Christian, MS	Marian Govenor	City Clerk	228-452-3311
Ice Storm 2020	City of Kingfisher, OK	Dave Slezickey	City Manager	405-375-3705
Hurricane Zeta 2020	City of Bay St. Louis, MS	Kim Favre	Public Works Director	228-466-5505
Ice Storm 2020	City of Piedmont, OK	Andy Logan	Emergency Manager	405-850-9684
Hurricane Zeta 2020	Forsyth County, GA	Eric Johnson	County Manager	770-781-2101
Ice Storm 2020	City of Mustang, OK	Jess Schweinberg	Mayor	405-376-4521
Ice Storm 2020	City of Moore, OK	Brooks Mitchell	City Manager	405-793-5200
Ice Storm 2020	City of Midwest City, OK	Patrick Menefee	City Engineer	405-739-1213
Ice Storm 2020	City of El Reno, OK	Matt Sandidge	City Manager	405-295-9312
Hurricane Zeta 2020	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Hurricane Zeta 2020	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
Hurricane Zeta 2020	City of Carencro, LA	Don Chauvin	City Manager	337-896-8481
Hurricane Zeta 2020	City of Ocean Springs, MS	Patty Gaston	City Clerk	228-217-8692
Hurricane Sally 2020	City of Robertsdale, AL	Greg Smith	City Engineer	251-747-7374
Hurricane Laura 2020	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Derecho 2020	City of Marion, IA	Ryan Miller	Public Services Director	319-377-6367
Derecho 2020	City of Cedar Rapids, IA	John Riggs	Housing & Enforcement Manager	319-286-5981
Derecho 2020	City of Madrid, IA	Tom Brown	Mayor	515-7953930
Hurricane Hanna 2020	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Flash Flood 2020	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Tornado 2020	Jefferson Davis County, MS	Bobby Rush	Board President	601-792-4336
Tornado 2020	Walthall County, MS	Larry Montgomery	Board President	601-876-2611
Tornado 2020	Marion County, MS	Terry Broome	Board President	601-736-7382
Tornado 2020	Pike County, MS	Tami Dangerfield	County Administrator	601-783-5289
Tornado 2020	City of McComb, MS	Quodinia Lockley	Mayor	601-684-4000
Tornado 2020	Jones County, MS	Danielle Ashley	Chief Administrative Officer	601-649-1280
Tornado 2020	Lawrence County, MS	Steve Garrett	Board President	601-587-3003
Tornado 2020	Lamar County, MS	Tommy Jones	Road Manager	601-606-5768
COVID-19 2020	Mississippi EMA	Don Wilson	Chief of Logistics	601-519-1883
Straight Line Wind 2019	City of Waverly, TN	Corey Burkett	Public Works Director	931-296-2101
Tropical Storm Olga 2019	City of Corinth, MS	Clayton Mills	Public Works Director	662-415-2101
Tornado 2019	Lee County, MS	Lee Bowdry	EM Director	662-432-2950



COMPLETED CONTRACTS

Event	Client	Point of Contact	Title	Contact
Hurricane Harvey 2017	City of Port Aransas	Rick Adams	Director of Planning	361-749-4111
Tornado 2019	City of Dallas, TX	Tim Oliver	Director of Sanitation	214-670-3111
Tornado 2019	Yazoo County, MS	Jack Willingham	Emergency Management Director	662-571-0378
Tornado 2019	City of McComb, MS	Quodinia Lockley	Mayor	601-684-4000
Tornado 2019	Monroe County, MS	Sonny Clay	Road Manager	662-319-7881
Tornado 2019	City of Columbus, MS	Casey Bush	Public Works Director	662-329-5116
Hurricane Michael 2018	Wiregrass Electric Coop	Jason Thrash	Project Engineer	334-712-0714
Hurricane Michael 2018	Baker County, GA	Sherry Bailey	County Administrator	229-734-3007
Hurricane Michael 2018	Lee County, GA	Mike Sistrunk	Co-County Manager	229-759-6000
Hurricane Michael 2018	Miller County, GA	Corey Thomas	Deputy EMA Director	229-758-4122
Hurricane Michael 2018	Mitchell County, GA	Clark Harrell	County Administrator	229-336-2000
Hurricane Michael 2018	Panama City, FL	Shane Dougherty	Solid Waste Superintendent	850-872-3172
Hurricane Michael 2018	Bay County, FL	Don Murray	General Services Director	850-248-8732
Hurricane Florence 2018	Pamlico County, NC	Tim Buck	County Manager	252-745-3133
Hurricane Florence 2018	Town of Hope Mills, NC	Melissa Adams	Town Manager	910-426-4114
Hurricane Florence 2018	City of Cape Carteret, NC	Zachary Steffey	Town Manager	252-393-8483
Hurricane Maria 2017	Puerto Rico Department of Transportation and Public Works	Ing. Emilio Garay Vega; PE, RPA	Special Assistant to the Executive Director of DTOP	787-722-2929 ext. 3034
Hurricane Maria 2017	Puerto Rico Aqueduct and Sewer Authority	Arnoldo Colon Maldonado	Corporate & Strategic Planning Vice President	787-620-2277 ext. 2412
Hurricane Maria 2017	Puerto Rico Department of Recreation and Sports	Cedric Sasso	Finance Director	787-247-5444
Hurricane Irma 2017	McIntosh County, GA	Adam Poppell III	County Attorney	912-437-2181
Hurricane Maria 2017	Forsyth County, GA	Chris Grimes	EMA Director	770-205-5674
Hurricane Maria 2017	Bibb County, GA	Spencer Hawkins	Emergency Mgt	478-832-6300
Hurricane Maria 2017	City of Jacksonville Beach, FL	Dennis Dupries	Engineering Project Manager	904-226-3811
Hurricane Harvey 2017	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Tennessee Straight Line Winds 2017	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
Mississippi Straight Line Winds 2017	Holmes County, MS	Charlie Joiner	County Administrator	662-834-0911
Mississippi Straight Line Winds 2017	City of Durant, MS	Tasha Davis	Mayor	662-653-3221
Mississippi Straight Line Winds 2017	Yazoo County, MS	Donna Kraft	County Administrator	662-746-8668
Mississippi Straight Line Winds 2017	Montgomery County, MS	Ryan Wood	Chancery Clerk	662-283-2333
Jan Tornado 2017	City of Hattiesburg, MS	Larry Barnes	Public Works Director	601-545-4545
Jan Tornado 2017	Lamar County, MS	Joseph Waits	County Administrator	601-794-1008
Hurricane Matthew 2016	City of Jacksonville Beach, FL	Ty Edwards	Public Works Director	904-226-3811
Hurricane Matthew 2016	City of Atlantic Beach, FL	Don Jacobovitz	Public Works Director	386-916-7381
Hurricane Matthew 2016	McIntosh County, GA	Adam Poppell III	County Attorney	912-437-2181
Summer Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
Summer Floods 2016	City of Central, LA	Jr. Shelton	Mayor	225-936-9687
Summer Floods 2016	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
Summer Floods 2016	City of Clinton, LA	Lori Ann Bell	Mayor	225-244-2288
Spring Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
Spring Floods 2016	Caldwell Parish, LA	Wanda Stowe	Sec/Treasurer	318-649-2681
Tornado 2015	Marshall County, MS	Larry Hall	County Administrator	662-544-1952
Tornado 2015	Benton County, MS	Ricky Pipkin	Board President	662-541-6853
Tornado 2014	Marion County, MS	Terry Broome	Board President	601-736-7382
Tornado 2014	City of Tupelo, MS	Don Lewis	Chief of Operations	662-871-8169
Tornado 2014	Itawamba County, MS	Gary Franks	County Administrator	662-401-4967
Tornado 2014	Winston County, MS	Julie Cunningham	Chancery Clerk	662-773-3631
Tornado 2014	City of Pearl, MS	Brad Rogers	Mayor	601-540-3962
Tornado 2014	Lamar County, MS	Chuck Bennet	County Commissioner	601-794-3406
EF5 Tornado 2013	Moore, OK	Stan Drake	Deputy City Manager	405-793-5200
EF5 Tornado 2013	Mustang, OK	Justin Battles	Assistant City Director	405-376-4521
Super Storm Sandy 2012	Nassau County, NY	Richard Iadevaio	Superintendent of Highway Construction	516-571-6824
Super Storm Sandy 2012	Long Beach, NY	Jim Lacarrubba	Commissioner of Public Works	516-431-1011
Super Storm Sandy 2012	Town of Hempstead, NY	Craig A. Mollo	Deputy Commissioner of Highways	516-812-3455
Super Storm Sandy 2012	Village of Garden City, NY	Ed Fronckwicz	Recreation Department	516-465-4079
Hurricane Isaac 2012	Lincoln County, MS	David Fields	County Administrator	601-835-3421
Hurricane Isaac 2012	Pearl River County, MS	Adrain Lumpkin	County Administrator	601-403-2302



ENVIRONMENTAL REGULATIONS

DebrisTech will identify possible health/safety risks, verify operational compliance with FEMA eligibility criteria, check debris loading, staging, reduction, and disposal sites to ensure compliance with PA eligibility

criteria, validate truck and trailer capacity certifications, evaluate operational efficiency, and oversee documentation requirements as outlined by FEMA. Our goal is to handle all monitoring of the debris removal process to ensure all guidelines are followed and your operations meet FEMA eligibility requirements. All of DebrisTech's monitoring work will be executed with knowledge of applicable environmental requirements and regulations.



Scope of Work

DebrisTech is experienced and capable of providing our clients with fully compliant debris management monitoring and management of contractor invoice reconciliation. Our data reconciliation methods are second to none based on speed and accuracy. We verify the contractor's invoice typically within one day and promptly recommend it for correction or payment. We are also prepared to assist in the procurement process for the debris removal contractor by providing RFP templates and proposal evaluation assistance. These innovative features and practices, partnered with our debris monitoring experience, make us uniquely qualified to fulfill any debris monitoring scope of work.





REFERENCE 1

**ASHLAND - BOYD COUNTY - CATLETTSBURG OFFICE OF EMERGENCY MANAGEMENT**

2039 MAIN STREET W. ASHLAND, KY 41102

OFFICE (606) 393-1801 FAX (606) 739-0025

www.boydcoem.net

TIM ENGLAND

EXECUTIVE DIRECTOR

HAROLD HOLLEY

CHIEF DEPUTY DIRECTOR - OPERATIONS

JASON QUEEN

FEMA COORDINATOR

GREGORY PRIDDY

DEPUTY DIRECTOR - ADMINISTRATION

June 14, 2021

To Whom It May Concern:

Re: Debris Tech

The Boyd County Fiscal Court appreciates the efforts of Debris Tech in assisting our county with the clean-up tasking in the aftermath of the 2021 Ice Storm that significantly impacted Eastern Kentucky. It is without reservation that I am writing this letter of recommendation on behalf of the residents of Boyd County, Kentucky.

The personnel of Debris Tech were extremely professional as well as specifically trained in the utilization of the reporting techniques required by FEMA for this type of incident. Debris Tech staff worked closely with our debris removal team, thereby ensuring that the removal and reporting process maximized efficiencies to the complete removal of all storm debris. The data that was assimilated by Debris Tech was extrapolated utilizing methodologies that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please feel free to reach out to me if you have any questions regarding the extremely proficient services that Debris Tech provided the Boyd County Fiscal Court during this incident.

Respectfully,

Jason Queen
FEMA Coordinator

C/C: Eric Chaney, County Judge Executive
Tim England, EM Executive Director
file



REFERENCE 2

City of Mustang

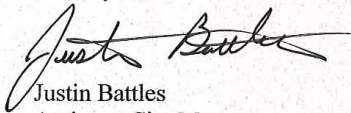
Council-Manager Form of Government

405-376-4521 1501 N. Mustang Road, Mustang, Oklahoma 73064

Debris Tech,

The City of Mustang could not be any more pleased with the monitoring services we have received from Debris Tech. Their attention to detail and ability to provide data in real time has assisted the City of Mustang in providing accurate information for reports as well as providing it to our citizens. Debris Tech is second to none in their customer service and we appreciate their efforts in delivering a quality product to the City of Mustang.

Thank you,



Justin Battles
Assistant City Manager
City of Mustang, OK



REFERENCE 3



City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org



DEPARTMENT OF PUBLIC WORKS

October 22, 2018

Mr. Brooks Wallace, P. E.
Principal

DebrisTech, LLC (ARX Disaster Management, Inc)
925 Goodyear Blvd.
Picayune, MS 39466

Subject: Letter of Recommendation

I am very pleased to say that DebrisTech (Formerly ARX Disaster Management, Inc.) is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies.

In 2016 and 2017 DebrisTech provided debris monitoring services resulting from Hurricanes Matthew & Irma respectively. Members of their staff were very knowledgeable and up to date with all of the FEMA guidelines and regulations, which helped facilitate both of our claims to FEMA. Whenever we had questions, DebrisTech's staff had the answers. DebrisTech's staff worked very closely with our Debris Recovery Contractor and our in-house cleanup crews to make sure all of the debris and related expenses were accounted for and were able to be retrieved after the cleanup was completed. As a result of their efforts, our claims to FEMA went through without a hitch.

Prior to the issuance of DebrisTech's contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel and it turned out to be a total farce. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

In closing, I would like to state that it has been a pleasure working with all of the members of DebrisTech and I look forward to continue to work with such a well ran organization.

Sincerely,

Dennis R. Dupries

Dennis R. Dupries
Construction Project Manager
City of Jacksonville Beach, FL 32250



REFERENCE 4

City of **Neptune Beach**



Andrew E. Hyatt
City Manager

October 23, 2018

To Whom It May Concern:

Re: Debris Tech

The City of Neptune Beach appreciates the efforts put forth by Debris Tech in assisting our city with the clean-up effort in the aftermath of Hurricane Irma. It is with great pleasure that I am writing this letter of recommendation on behalf of the residents of Neptune Beach, Florida.

The entire staff of Debris Tech was professional and trained properly in the reporting techniques required by FEMA. The Debris Tech staff worked closely with our debris removal team making the removal and reporting process efficient all the way to the complete removal of all storm debris. The data provided was presented in a manner that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please let me know if you have any questions regarding the services Debris Tech provided the City of Neptune Beach.

Respectfully,

Leon Smith
Director of Public Works

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 x 31 • FAX (904) 270-2526



REFERENCE 5

David Stevens, Chairman
Bill Watson, Vice-Chairman
Joel Williams, Commissioner
Charles Jordan, Commissioner
Kelly S. Spratt, Commissioner



Adam S. Poppell, III, County Attorney
Richard E. Braun, Jr., Deputy County Attorney
John "Patrick" Zoucks, County Manager
Shawn Jordan, Deputy County Manager
Sherrell D. Davis, County Clerk

McIntosh County Board of Commissioners

P.O. Box 584 • 1200 North Way • Darien, Georgia 31305 • 912-437-6671 • FAX 912-437-6416

October 24, 2018

To Whom It May Concern

In the aftermath of Hurricane Irma McIntosh County contracted with Debris Tech for monitoring debris removal. The staff of Debris Tech were very professional, and they were knowledgeable in the requirements of FEMA and GEMA. They kept detailed records during this event and when FEMA had questions about submitted, debris removal documentation, Debris Tech was always available to answer questions, and provide additional information on documenting debris. There was never a "let me get back to you on that" response.

In the event of another disaster McIntosh County would not hesitate to contact Debris Tech to monitor operations for the county. It was a pleasure working with them and we would recommend their services to anyone in need.

Sincerely,

Ty S. Poppell

Director McIntosh County EMA
/ Public Safety / Homeland Security
/ County Safety Coordinator / CODE Enforcement
1019 Production Row
PO Box 584
Darien, Ga. 31305
Phone: 912-437-5170
Cell: 912-258-1343

SIMILAR PROJECTS FORM

List three (3) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project. Attached additional sheets if necessary.

Completed Project #1

Agency/company: St Charles Parish, LA
 Current contact person at agency/company: Chandra Sampey
 Telephone: 985-783-5102 Fax: _____ E-mail: csampey@stcharlesgov.net
 Address of agency/company: 15026 River Road, Hahnville, La. 70057
 Name of project: Debris Monitoring following Hurricane Ida
 Description: Debris Monitoring following Hurricane Ida
Debris Monitoring of debris removal, hazardous tree removal, and Right-of-Entry Program

 Project value: \$2,180,000 Start date: Sep/2021 Completion date: June/2022
 (month/year) (month/year)
 Name(s) of assigned personnel: _____
 Project manager: John McNeese
 Others: Dennis Cruthirds,

Completed Project #2

Agency/company: City of Kenner, LA
 Current contact person at agency/company: Doug Dobt
 Telephone: 504-471-2100 Fax: _____ E-mail: ddobt@kenner.la.us
 Address of agency/company: 1610 Rev. Richard Wilson Drive
 Name of project: Debris Monitoring following Hurricane Ida
 Description: Debris Monitoring following Hurricane Ida
 Project value: \$860,000 Start date: Sep/2021 Completion date: June/2022
 (month/year) (month/year)
 Name(s) of assigned personnel: _____
 Project manager: Tyler Williamson
 Others: Willam Harrison

Completed Project #3

Agency/company: City of Memphis, TN

Current contact person at agency/company: Philip Davis

Telephone: 901-636-6872 Fax: _____ E-mail: philip.davis@memphistn.gov

Address of agency/company: 125 N Main St Memphis, TN

Name of project: Debris Monitoring Following a Straight-line Wind Event

Description: Debris Monitoring of debris removal, hazardous tree removal, and Right-of-Entry Program

Project value: \$1,075,000 Start date: July 2017 Completion date: June 2018
(month/year) (month/year)

Name(s) of assigned personnel: _____

Project manager: Tyler Williamson

Others: _____

REFERENCES

Below, or on an attached sheet, list references per RFP requirements for providing Disaster Debris Monitoring Services. Provide the name, addresses, and telephone numbers of organizations, governmental or private, for whom you now are, or have within the past five (5) years provided services. This form may be copied.

REFERENCE #1

Name of Client: Tangipahoa Parish

Address: 206 E. MULBERRY ST., AMITE CITY, LA 70422

Phone: (985) 748-3211 Fax: (_____) _____

Contact Person: Missy Cowart Title: CPA

Description of services: Louisiana SEVERE STORMS AND FLOODING (DR-4277-LA)

Debris Monitoring of debris removal, hazardous tree removal, and Right-of-Entry Program

REFERENCE #2

Name of Client: City of Baker, LA

Address: 3325 Groom Rd. Baker, LA 70714

Phone: (225) 778-0300 Fax: (_____) _____

Contact Person: Darnell Waites Title: Mayor

Description of services: _____

Debris Monitoring of debris removal, hazardous tree removal, and Right-of-Entry Program

REFERENCE #3

Name of Client: Mississippi Emergency Management Agency

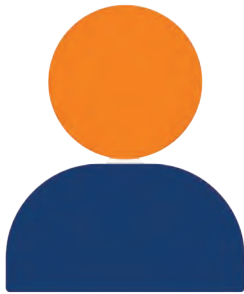
Address: 1 MEMA Dr. Pearl, MS 39208

Phone: (_____) 601-519-1883 Fax: (_____) _____

Contact Person: Don Wilson Title: Manager

Description of services: _____

Documentation and tracking of covid PPE distribution.



E. General Project Requirements



DEBRISTECH



GENERAL REQUIREMENTS

This submittal acknowledges these basic requirements and includes responses in Section F (page 32) of this proposal:

1) City of La Marque intends to engage a Contractor to assist the City with monitoring the work of the Debris Management Contractor in the field, at Temporary Debris Management Sites (TDMS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Management Contractor and his subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDMS; and, at disposal sites. Monitors will be assigned to debris loading areas, TDMS, and disposal sites. In addition, roving monitors will be assigned to help verify that the City's debris management plan and contracts are effectively and efficiently executed.

2) The City of La Marque will assign a Debris Manager (DM) and will establish a Debris Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Manager will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the City's Debris Manager and also assists City staff at the Debris Management Center in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:

- a. Development of a Monitoring Plan;
- b. Truck and trailer measurement, certification, marking and tracking;
- c. Equipment registry and tracking;
- d. Debris/waste management workforce registry and tracking;
- e. Field monitoring;
- f. Debris management tracking;
- g. Trip ticket management;
- h. Data administration;
- i. Invoice reconciliation;
- j. QA/QC program management;
- k. Complaint resolution;
- l. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations;
- m. All monitoring workforce requirements, including but not limited to staffing, training, equipment, Safety training and enforcement, mobilization, transportation and logistic support;
- n. Site Safety Plan preparation and maintenance;
- o. Compliance with all applicable Federal, State and local rules relative to the monitoring operations;
- p. Preparation of documentation to support Federal cost reimbursement processes;
- q. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the City Debris Manager.



F. Project Approach



DEBRISTECH



PROJECT APPROACH

DebrisTech, LLC was founded in 2010 and has operated under that name since its founding. It has not been known by any other name during that time.

Organization Profile

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. Since 2010, our Automated Debris Management System has provided real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors, equipped with our tracking devices, keep a bullet-proof digital record from cradle-to-grave. Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real-time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations.

Our system can also provide agencies such as FEMA or the Inspector General real-time access to this data. This access allows auditors to begin their task early, meaning *quicker reimbursement and recovery*. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the attention and service that is second to none. Our trained professionals have extensive experience in the areas of:



RESPONSE



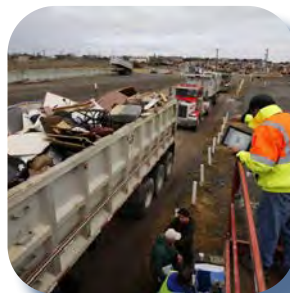
PROCUREMENT



OPERATION



PLANNING



CONTRACT MANAGEMENT



ACCOUNTING SYSTEMS

PROTECTING THE CITY OF LA MARQUE. LEADING RECOVERY.



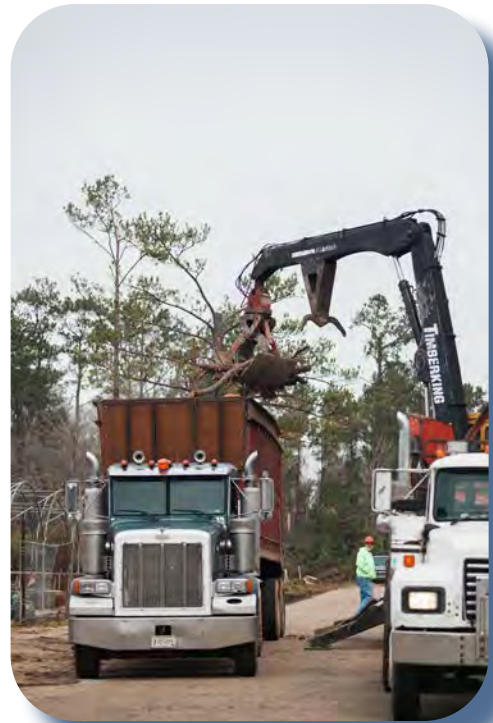
PROCUREMENT

RESPONSE

Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor. Major increases to the debris or monitoring staff will be disclosed to the client's designated debris manager.

PROCUREMENT

We are prepared to assist in the procurement process for the debris removal contractor by providing RFP templates and proposal evaluation assistance. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements.



OPERATION

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery

DebrisTech has expertise in all of these critical areas of operation.



CONTRACT MANAGEMENT

PLANNING

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We act as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at **NO COST** to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS, you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup.

CONTRACT MANAGEMENT

DebrisTech is eligible to respond to this request for proposals based on experience acquired from providing debris monitoring services in response to more than 125 contract activations across 16 states and the commonwealth of Puerto Rico since 2010. DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

ACCOUNTING SYSTEMS

The DebrisTech Automated Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When originally surveyed and marked for removal
- When loading for transport to the Disposal Site
- When offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.





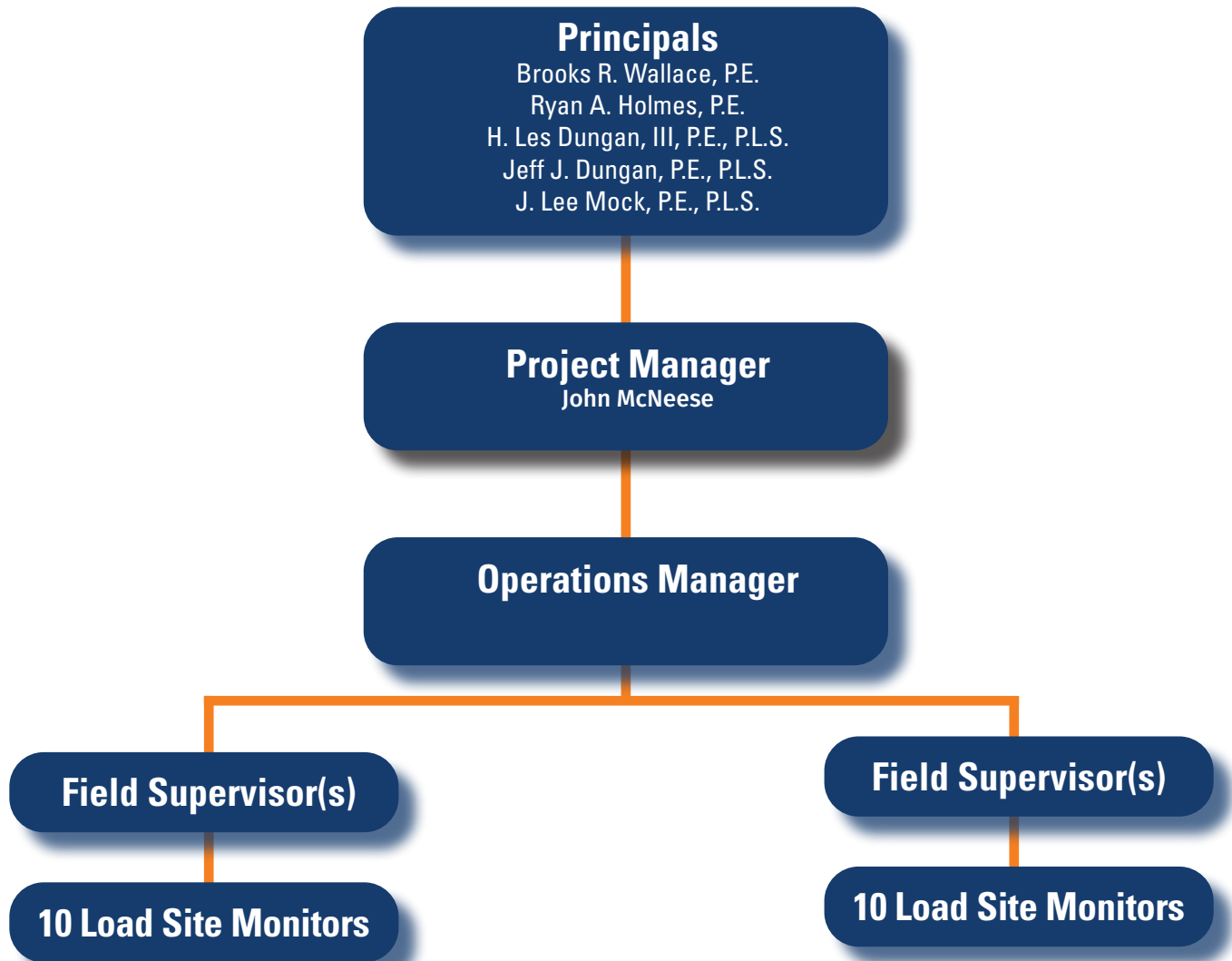
G. Workforce Information



DEBRISTECH



ORGANIZATIONAL STRUCTURE



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per ten Monitors.

DebrisTech, LLC's sole location as a business with ownership interests is located in Picayune, MS. DebrisTech is a Mississippi Limited Liability Company that is authorized to perform business in Louisiana. The federal identification number is 27-3362906. Our Unique Entity ID is: FHEBJMZUJ31



BROOKS WALLACE, P.E., President

brooks@debristech.com

Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns.

Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC

Founder/Creator - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 2002 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

H. LES DUNGAN, III, P.E., P.L.S., Principal

les@dunganeng.com

H. Les Dungan, III, P.E., P.S. has over 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for over 20 years. He has also served as County Engineer for Pearl River County since 2007.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation. As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



RYAN HOLMES, P.E., Principal

ryan@debristech.com

Ryan A. Holmes is a licensed engineer and Principal at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has over 12 years of diversified civil engineering experience. He is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal projects, including several projects along the Mississippi coast in the aftermath of Hurricanes Katrina and Isaac, and along the east coast following Hurricanes Matthew and Irma. He continues to aid in the recovery efforts in Puerto Rico while utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Past experience, together with these skills, make Mr. Holmes a valuable asset to DebrisTech. He provides vision and leadership for our clients, integrating new technology and delivery of unparalleled debris monitoring and compliance. DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of advanced technology in a way that is easily deployable and repeatable. His skills in dealing with municipalities and government agencies have elevated DebrisTech as a leader in the debris removal monitoring industry.

Experience

DebrisTech, LLC

Principal and Owner - 2012 - Present

Dungan Engineering, P.A.

Principal Engineer - 2007 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

JEFF J. DUNGAN, P.E., P.L.S., Principal

jeff@dunganeng.com

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge replacements, water and waste-water treatment plants, industrial buildings and airports. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

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2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2014 DR-4175 Tornadoes (MS)

2013 DR-4117 Tornadoes (OK)



J. LEE MOCK, P.E., P.L.S., Principal

lee@dunganeng.com

Mr. Mock has 20+ years of experience in the field of civil engineering. With a natural bent for precision, a keen attention to detail, and driven to work with both efficiency and excellence, Mr. Mock embodies the company-wide commitment to solving problems and creating solutions for every project and every client.

Mr. Mock has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina and Issac.

As a civil engineer, Mr. Mock has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement and dam rehabilitation to water and wastewater treatment plant designs.

With DebrisTech, Mr. Mock hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1994 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

University of Mississippi

Bachelor of Business Administration

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

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2020 DR-4557-IA Iowa Severe Storms - Derecho

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

TYLER WILLIAMSON, Project Manager

twilliamson@debristech.com

Tyler Williamson is a Project Manager with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Oregon with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2015 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Education

University of Mississippi

Bachelor of Science in Business Administration,
Managerial Finance

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



JOHN MCNEESE, Project Manager

jmcneese@debristech.com

John McNeese is a Project Manager and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

Experience

DebrisTech, LLC

Project Manager - 2012 - Present

Wallace Environmental

Project Manager - 2010-2011

TL Wallace Construction

2010 - Project Manager

Holiday Construction

Project Manager - Equipment Operator - 2005-2006

Education

University of Mississippi

Bachelor of Science, University Studies

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

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2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

DENNIS CRUTHIRDS, Project Manager

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 16 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Iowa, after the effects of a Derecho. He is currently overseeing operations in Kentucky. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2012 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Dungan Engineering, P.A.

CMT Lab Manager - CMT Inspector - 2007 - 2018

Field Supervisor - Operations Manager 2005 - 2008

Training - Emergency Management Institute - FEMA Certified

IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS-00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS-00720, IS-00775, IS-00801, IS-00802, IS-00804, IS-00808, IS-00809, IS-00810, IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a, IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c, IS-00103, IS-00405, IS-00906, IS-00907, IS-00908, IS-00909, IS-00912, IS-00914

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

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2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



DANIEL BAXTER, Project Manager

Daniel Baxter is a Project Manager at DebrisTech. He is currently responsible for the tracking of assets, such as PPE, from FEMA is response to the Covid-19 Pandemic. As a data manager for DebrisTech, Daniel was a part of the team credited with the development of the Emergency Operations Supply Tracking Program. Utilizing this internally developed program Daniel, and the teams of asset managers, are still responsible for tracking over \$100,000,000.00 of PPE.

While managing the EOST program in Jackson, Daniel also assist with invoice reconciliation from debris removal projects across the county. His background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client.

Headquartered Jackson, MS, Daniel has assisted cities and communities address their recovery needs. Utilizing past experience and ever developing skills make him a valuable part of DebrisTech.

Experience

DebrisTech, LLC

Project Manager - Data Manager - 2020 - Present

Audit Intern-BDO USA, LLP

Junior Fellow-Library of Congress

Law Clerk-Swayze Alford Attorney at Law

Education - Emergency Management Institute - FEMA Certified

University of Mississippi

Master of Accountancy and Data Analytics

Bachelor of Accountancy, University of Mississippi

TN – CPA License #28200 (August 2021 – Present)

MS – CPA License #R8152 (September 2021 – Present)

Debris Monitoring Projects in Process

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 Mississippi EMA Covid-19 PPE Inventory Allocation

2020 Mississippi Department of Health Covid-19 PE Inventory Allocation

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds

IVAN RAMOS, Project Manager

Ivan Rouco Ramos is a full-time Project Manager with DebrisTech. His duties include managing the debris monitoring project's daily operations, ensuring the accurate documentation of debris removal operations, managing employee time records, and delivering updates to the client. Mr. Rouco has three years of experience managing debris monitoring projects in Puerto Rico. His experience with municipal, state, and commonwealth governments, along with private clients, uniquely prepare him to represent DebrisTech in any situation. He has managed the monitoring operations for the Department of Public Transportation (DTOP), the Aqueducts and Sewers Authority (AAA), the Department of Sports and Recreation (DRD), and the National Parks (DNER) following Hurricane Irma and Hurricane Maria. Mr. Rouco has assisted the Agencies mentioned above with endangered species disturbance documentation, endangered tree identification, "cradle to grave" debris collection, and disposal documentation. Using his understanding of the island, DebrisTech ADMS, and Debris Monitoring Procedure, Mr. Rouco has aided all DebrisTech clients on the island.

Experience

DebrisTech, LLC
Project Manager - 2017 - Present

Training - Emergency Management Institute - FEMA Certified

IS-00632.a: Introduction to Debris Operations

IS-00101.c: Preparing for Federal Disaster Operations

IS-00102.c: Preparing for Federal Disaster Operations: FEMA Response Partners

IS-00019.18: FEMA EEO Supervisor Course

IS-00633: Debris Management Plan Development

IS-00632.a Introduction to Debris Operations

IS-00800.c: National Response Framework

IS-00546.a: Continuity of Operations (COOP) Awareness Course

IS-0200.c Basic Incident Command System for Initial Response

IS-276.a Benefit-Cost Analysis (BCA) Fundamentals

IS-00253.a: Overview of FEMA Environmental and Historic Preservation Review Responsibilities

IS-00216: An Overview of the Unified Federal Review Process: Training for Federal Disaster Recovery Leadership

IS-00215: Unified Federal Review Advisor Training: An Overview of the UFR Process

IS-00318- "Mitigation Planning for Local and Tribal Communities"

IS-00321- Hurricane Mitigation Basics for Mitigation Staff

IS-00386- Introduction to Residential Coastal Construction

IS-00395- FEMA Risk Assessment Database

IS-00322- Flood Mitigation Basics for Mitigation Staff

IS-00386- Introduction to Residential Coastal Construction

IS-00362.a- Multi hazard Emergency Planning for Schools

Disasters Worked

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds

2017 DR-4336-PR Hurricane Irma

2017 DR-4339-PR Hurricane Maria



BUCK DICKINSON, Public Assistance

bdickinson@debristech.com

Buck Dickinson is the Public Assistance Director at DebrisTech. He comes with a wealth of experience in all aspects of debris management. His previous experience in emergency management spans every aspect of Public Assistance. As State Public Assistance Officer for the Florida Division of Emergency Management he led teams comprised of state and private sector consultants for all open events in the State of Florida. Buck has experience in the disaster declaration process, project development, programmatic compliance, project and event closeout and facilitating efficient communication between applicants, state entities, and FEMA. His contribution to DebrisTech will provide clients with a subject matter expert of the entire Public Assistance program, with an emphasis on ensuring accurate project obligation to closeout. Buck brings a solution-based perspective to project's unique issues resulting in clients gaining program knowledge which prepares them for future events.

Experience

DebrisTech, LLC

Public Assistance Director - 2022 - Present

Florida Division of Emergency Management

State Public Assistance Officer - 2019 - 2022

Programmatic Review Team Lead - 2018 - 2019

Wheeler EMC

Emergency Management Consultant - 2016 - 2018

ER Asisst

Project Manager - 2012 - 2016

O'Brien's Response Management | BP Oil Spill

Florida Lead Scheduler - 2010 - 2012

Education

Florida State University

Bachelor of Science, Political Studies

Grant Experience

4486 – FL – COVID Pandemic (2020)

4468 – FL – Hurricane Dorian (2019)

4337 – FL – Hurricane Irma (2018)

4283 – FL – Hurricane Matthew (2017)

4280 – FL – Hurricane Hermine (2016)

4205 - MS - Tornado (2014)

4177 - FL - Severe Storms (2014)

4138 - FL - Severe Storms (2013)

4068 - FL - TS Debby (2012)

4084 - FL - Hurricane Isaac (2012 - 2012)

BP Oil Spill (2010 - 2010)

1840 - FL - 2009 Northeast Florida (2009)

1831 - FL - North Florida Flooding (2009)

3293 - FL - Hurricane Ike (2008)

1785 - FL - Tropical Storm Fay (2008)

3288 - FL - Tropical Storm Fay (2008)

1806 - FL - Hurricane Gustav (2008)

1679 - FL - Severe Storms (2007)

1604 - MS - Hurricane Katrina (2005)

1609 - FL - Hurricane Wilma (2005)

1602 - FL - Hurricane Katrina (2005)

1595 - FL - Hurricane Dennis (2005)

1551 - FL - Hurricane Ivan (2004)

1545 - FL - Hurricane Frances (2004)

1539 - FL - Hurricane Charley (2004)

1561 - FL - Hurricane Jeanne (2004)

Professional Certifications

Advanced Professional Series in Emergency Management

Professional Development Series in Emergency Management

50+ FEMA Courses

CINDY CARTER, Invoice Analyst

cindy@debristech.com

Mrs. Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects include Puerto Rico - DRD following Hurricane Maria and is currently assisting the clients in Mississippi, Kentucky, Tennessee and Louisiana. These clients include invoices from St. Charles Parish (Hurricane Ida), Mississippi Dep. of Health (Covid), and Mississippi EMA (Covid).

Experience

DebrisTech, LLC
Invoice Analyst - 2018 - Present

Education

University of Southern Mississippi
Bachelor of Science, Criminal Justice

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, and Flooding
2021 4630-DR-KY Tornadoes
2021 4626-DR-MS Hurricane Ida
2021 DR-4618-PA Hurricane Ida
2021 DR-4611-LA-Hurricane Ida
2020 DR-4562-OR-Oregon Wildfires and Straight-line Winds
2021 DR-4598-MS-Severe Winter Storms
2021 DR-4592-KY Ice Storms
2020 DR-4576-MS Hurricane Zeta
2020 DR-4579-GA Tropical storm Zeta
2020 DR-4563-AL Hurricane Sally
2020 DR-4654-FL Hurricane Sally
2020 DR-4572-TX Hurricane Laura
2020 DR-4557-IA Iowa Severe Storms - Derecho
2020 EM-3530 Texas Hurricane Hanna
2020 EM-3527 Louisiana Tropical Storm Cristobal
2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding
2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding
2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding
2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding
2020 DR-4528 Mississippi Covid-19 Pandemic
2019 DR-4470 Mississippi Severe Storms
2020 DR-4473-PR Earthquakes
2020 EM-3426-PR Earthquakes
2019 DR-4470 Mississippi Severe Storms



PROJECT PERSONNEL

Employee	Position
Tyler Williamson	Client Manager
Debra McCormick	Business Manager
Dennis Cruthirds	Client Manager
John McNeese	Client Manager
Cindy Carter	Invoice Analyst
Josh Daffern	Business Solutions
Garrett Sauls	Software Developer
Robert Ellis	Project Manager
Andra Jones	Project Manager
William Harrison	Project Manager
Daniel Baxter	Client Manager
Sandra Austin	Project Manager
Hunter Austin	Project Manager
Will Allen	Project Manager
Heath Johnson	Project Manager
Hill Johnson	Project Manager
Spencer Stovall	Project Manager
Bobby Odom	Project Manager
Tony Williamson	Payroll Specialist
Abbie Cruthirds	Operations Manager
Harrison Miller	Operations Manager
Cole Johnson	Operations Manager
Jason Harrison	Operations Manager
Kelly Copp	Operations Manager
Will Jordan	Operations Manager
Andrea Baker	Operations Manager
Traci Jordan	Operations Manager
Kreider Henderson	Operations Manager
Kayla Ulmer	Operations Manager
Melissa Sargent	Operations Manager
Angela Cruthirds	Operations Manager
Brett Ulmer	Operations Manager
Dalton Cruthirds	Operations Manager
Hayden Bryant	Operations Manager
Leslie Carmadelle	Operations Manager
Rianna Stryjewski	Operations Manager
Matthew George	Operations Manager
Brandy Hedgeman	Operations Manager



M/WBE PARTICIPATION

Subcontracting Protocol

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises who's specific capabilities complement our own skills for the benefit of our. We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate subcontractors for specific projects. Should the need for a subcontractor arise during a project, we contact a subcontractors whose capabilities meet the requirements. DebrisTech employs RMK Consulting, LLC to staff projects with needed local employees for larger projects. RMK Consulting, LLC is a certified M/WBE company.

State of Florida

Woman & Minority Business Certification

RMK Consulting LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/28/2021 to 10/28/2023

J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



H. Capability, Capacity, and Availability



DEBRISTECH



MOBILE CAPACITY

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, as our principal office, DebrisTech provides debris monitoring services to clients across the United States. All of our clients have received the data required for reimbursement for all eligible work performed. DebrisTech has never operated under a different name.

Our state-of-the-art mobile office allows us to respond with full force to any Client's need across the country. This mobile office can be deployed immediately and is fully functional to meet the needs of the Client. For longer term projects (recent examples would be Memphis, TN and St. Charles, LA) we rent local office space to house our local headquarters for the duration of the project.



PROTECTING THE CITY OF LA MARQUE. LEADING RECOVERY.



AVAILABLE RESOURCES

DebrisTech has operated as a trusted contractor who operates as a partner with its clients to respond immediately to a disaster. We strive to provide the highest quality of services even during immediate activations through a project. Our staff has experience with hiring over 10,000 monitors across more than 125 contract activations in the last 12 years. Every DebrisTech manager and associate understands our primary role is to thoroughly document the removal of eligible storm debris in a concerted effort to maximize the reimbursement of funds from FEMA.

Since 2010, our team has served every level of government in response to *more than 25 federally declared disasters* across the country and has never had a contract terminated for failure to perform. All of our clients have received the data required for reimbursement for all eligible work performed.

In the past two years alone, DebrisTech was responsible for the documentation and monitoring of the removal of tens of millions of cubic yards of eligible storm-generated debris for over 80 projects. This debris was documented from cradle-to-grave to provide a clear record of the proper removal and disposal. Our experience in handling multiple projects simultaneously across several states gives us confident that we will successfully fulfill any needs the Client has for our services.

Deployable Equipment

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1000 devices, 400 ready to be deployed.



DEPLOYABLE EQUIPMENT

Equipment Resources

DebrisTech understands providing debris monitoring services is a time sensitive industry. The requirements described in the RFP will be met within the mandated time period. In an effort to assure our preparedness for future disaster responses, DebrisTech maintains a surplus of a minimum of 200 devices ready to be deployed at any time. DebrisTech has responded to the largest scale events that required hundreds of staff and equipment to meet the needs of multiple clients simultaneously.

Available Equipment and Readily Available Equipment:

Project Managers	12
ADMS Devices	1,000
TDMS Cases	60
Time and Material Forms*	1,000
Truck Certification Placards*	1,000
Project Management Kits	25
HR Hiring Kits	25
Stump Cases	25
Laptops	35
Mobile Wireless (MiFi)	25
Scanner	120
Printers	170
Mobile Command Vehicles	17

**All paper Field Documents are replenished as needed. DebrisTech has agreements and relationships with emergency providers able to fill any equipment shortcoming in 24 hours or less. ADMS units are programmed and deployed in 24 hours or less.*

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project.

Since our founding we have never had a contract terminated for failure to fulfill. DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications.



I. Description of Monitoring Services



DEBRISTECH



NARRATIVE DESCRIPTION

Understanding Project Approach

DebrisTech understands that the Client requires disaster debris monitoring services to support the oversight and management of debris removal contractors. DebrisTech shall be prepared to provide a range of services, including field monitoring and other services as needed and ordered.

The Client requires the experience and support of DebrisTech's Debris Removal Monitoring Management Team following a natural disaster. DebrisTech will provide services which may include:

1. Coordinate daily briefings, work progress, staffing, and key items with local officials.
2. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, training, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
6. Assisting local officials with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Furnishing and operating an automated/electronic (paperless) debris tracking system.
9. Develop daily operational reports to keep the client informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the client for processing.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by local staff and designated debris removal contractors.



LOAD SITE MONITORING

1. General

1.1. The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris generating event such as a hurricane, storm, or other event and debris management expertise. The debris monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by debris removal contractor. Documenting the removal of debris from public access roads, rights-of-way, and public property, monitoring the debris management sites, is DebrisTech's primary concern. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues or questions.

1.2. Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor.

Major increases to the debris. monitoring staff will be disclosed to the client's designated debris manager.

1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to: eye protection, hearing protection, safety vests, and hard hats, to comply with all federal, state, and local requirements.

1.4. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.

1.5. DebrisTech will utilize the DebrisTech Electronic Debris Management System to collect and report documentation of debris removal activities.

1.6. DebrisTech will provide temporary office space as necessary.

2. Load Site Monitoring Services

2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris removed from the Right of Way (RoW).

2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12–14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.



DEBRIS SITE MONITORING

- 2.3. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, and equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.
- 2.4. DebrisTech will be prepared to provide a Loading Site Monitor per site per day at a minimum of a 12-14 hour shift.
- 2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 2.6. Supervisors and all identified Loading Site Monitors will attend a day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 2.7. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.
- 2.8. The function of the Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property before it can be loaded into a debris removal vehicle.
- 2.9. DebrisTech will provide at least one (1) monitor for each debris removal vehicle to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone.
- 2.10. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database.

3. Debris Management Site Monitoring Services

- 3.1. DMS Monitors are responsible for documenting the the amount (volume/weight) of debris entering the DMS.
- 3.2. DMS Monitors are responsible for documenting that the removal vehicles are empty when leaving the DMS
- 3.3. The primary function of the Debris Management Site Monitors is to complete the documentation



FIELD SUPERVISORS

of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.

- 3.4. DebrisTech will provide all employees with DebrisTech handheld devices along with all necessary equipment to document disposal of the debris.
- 3.5. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.
- 3.6. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 3.7. Supervisors and all identified Debris Management Site Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 3.8. Site Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

4. Field Supervisors

- 4.1. Field Supervisor are to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.
- 4.2. Field Supervisors will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.
- 4.3. Field Supervisors are expected to remain in contact with their assigned 10 debris monitors throughout the day and report their monitors location and removal vehicle information.
- 4.4. DebrisTech will provide all Field Supervisors with DebrisTech handheld devices.
- 4.5. Make multiple visits to all assigned loading sites and debris management sites on a random daily basis.
- 4.6. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity.
- 4.7. All Field Supervisors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.



OPERATIONS MANAGER

4.8. Field Supervisors and all identified Debris Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4.9. Field Supervisors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

5. Operations Manager

5.1. Operations Manager primary goal is to execute the operations plan as directed by the project manager.

5.2. Coordinate debris monitoring operations to Field Supervisors.

5.3. Lead Field Supervisors in daily supervisor meetings.

5.4. Reviewing project clocking and clock out records.

5.5. Make multiple visits to all debris management sites on a random daily basis.

6. Project Manager

6.1. The project manager will serve as the primary point of contact for DebrisTech to the client.

6.2. The Project Manager will be involved in all aspects of the project.

6.3. Reports directly to the president of the company, Brooks Wallace.

7. Data Manager

7.1. DebrisTech Data Managers are assigned multiple projects. Their duties are often preformed remotely in a location with the best possible internet connection.

7.2. Their primary role is to review every load removed from the RoW.

7.3. During this review process the data manger determine wether the ticket was recorded out of the project work zone, location eligibility, and correct debris type.

7.4. This position also communicates directly with the operations manager about data collection errors in the field to be addressed as quickly as possible.



OPERATIONAL SAFETY

8. Safety

8.1. All debris monitors are informed of safety procedure around large equipment in the afford mentioned training course administer by the management team.

8.2. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.

8.3. PPE

8.3.1. Hard Hat

8.3.2. High Vis Safety Vest

8.3.3. Safety Glasses

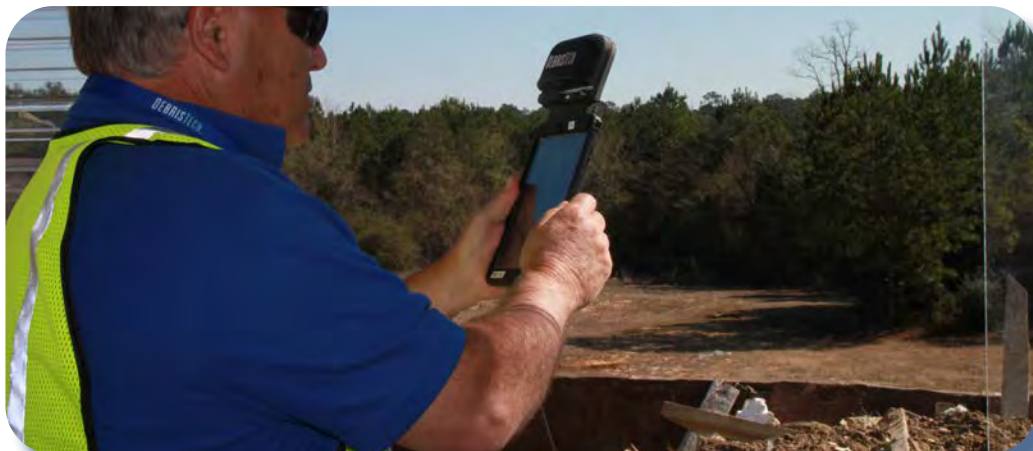
8.3.4. CELL PHONE

8.3.5. Recommend Clothing

8.3.6. Long Pants

8.3.7. Collared Shirt

8.3.8. Close Toed Shoe





MOBILIZATION

Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.

Subcontractor	Truck Type	Truck #	Volume	Tare Wt	Date	Project	Last Tared	Status
DRCTRIB	Self Loader	00011696	82		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011697	84		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011700	74		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011698	82		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011699	84		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011701	83		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011702	82		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011703	84		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011704	78		9/6/2021	StCharlesLAIda		Active

Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

Mobilization

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project. DebrisTech establishes local office(s) for

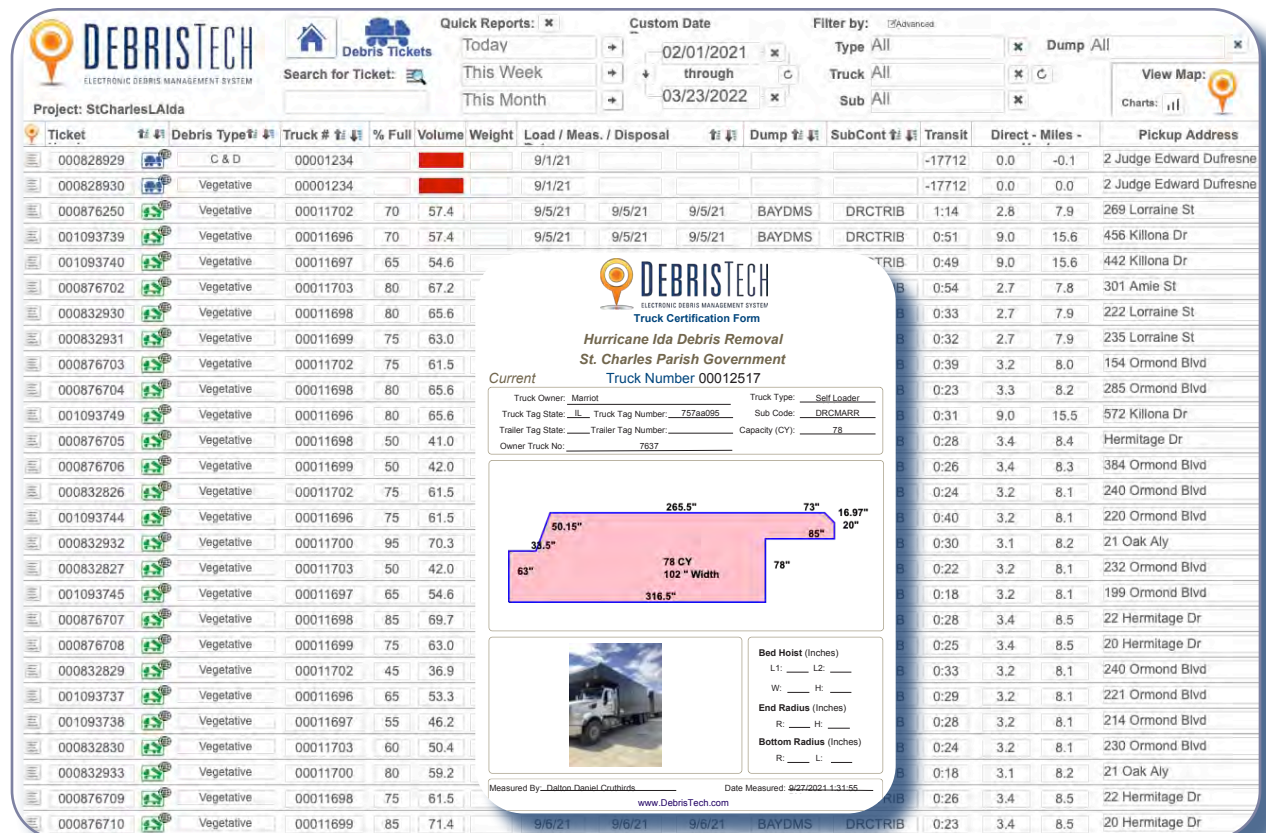


VEHICLE REGISTRATION

hiring, training, and coordination of operations between the contractor and the government. This office is our base of operations for the duration of the project.

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.



DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Project: StCharlesLAlda

Quick Reports: Today, This Week, This Month

Custom Date: 02/01/2021 through 03/23/2022

Filter by: Type All, Truck All, Sub All

Search for Ticket: []

View Map: []

Ticket	Debris Type	Truck #	% Full	Volume	Weight	Load / Meas. / Disposal	Dump	SubCont	Transit	Direct - Miles -	Pickup Address
000828929	C & D	00001234				9/1/21				-17712	2 Judge Edward Dufresne
000828930	Vegetative	00001234				9/1/21				-17712	2 Judge Edward Dufresne
000876250	Vegetative	00011702	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTRIB	1:14	269 Lorraine St
001093739	Vegetative	00011696	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTRIB	0:51	456 Killona Dr
001093740	Vegetative	00011697	65	54.6						0:49	442 Killona Dr
000876702	Vegetative	00011703	80	67.2						0:54	301 Amie St
000832930	Vegetative	00011698	80	65.6						0:33	222 Lorraine St
000832931	Vegetative	00011699	75	63.0						0:32	235 Lorraine St
000876703	Vegetative	00011702	75	61.5						0:39	154 Ormond Blvd
000876704	Vegetative	00011698	80	65.6						0:23	285 Ormond Blvd
001093749	Vegetative	00011696	80	65.6						0:31	572 Killona Dr
000876705	Vegetative	00011698	50	41.0						0:28	Hermitage Dr
000876706	Vegetative	00011699	50	42.0						0:26	384 Ormond Blvd
000832826	Vegetative	00011702	75	61.5						0:24	240 Ormond Blvd
001093744	Vegetative	00011696	75	61.5						0:40	220 Ormond Blvd
000832932	Vegetative	00011700	95	70.3						0:30	21 Oak Aly
000832827	Vegetative	00011703	50	42.0						0:22	232 Ormond Blvd
001093745	Vegetative	00011697	65	54.6						0:18	199 Ormond Blvd
000876707	Vegetative	00011698	85	69.7						0:28	22 Hermitage Dr
000876708	Vegetative	00011699	75	63.0						0:25	20 Hermitage Dr
000832829	Vegetative	00011702	45	36.9						0:33	240 Ormond Blvd
001093737	Vegetative	00011696	65	53.3						0:29	221 Ormond Blvd
001093738	Vegetative	00011697	55	46.2						0:28	214 Ormond Blvd
000832830	Vegetative	00011703	60	50.4						0:24	230 Ormond Blvd
000832933	Vegetative	00011700	80	59.2						0:18	21 Oak Aly
000876709	Vegetative	00011698	75	61.5						0:26	22 Hermitage Dr
000876710	Vegetative	00011699	85	71.4						0:23	20 Hermitage Dr

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government
Truck Number 00012517

Current

Truck Owner: Marriot
Truck Tag State: LA, Truck Tag Number: 757aa096
Trailer Tag State: LA, Trailer Tag Number: 757aa096
Owner Truck No: 7637

Truck Type: Self Loader
Sub Code: DRCTMARR
Capacity (CY): 78

Diagram showing dimensions: 50.15", 265.5", 73", 16.97", 20", 85", 78", 316.5", 63", 34.5"

78 CY
102" Width

Bed Hoist (Inches)
L1: L2:
W: H:
End Radius (Inches)
R: H:
Bottom Radius (Inches)
R: L:

Measured By: Dabon Daniel Outbirds
Date Measured: 9/27/2021 1:33:56
www.DebrisTech.com



PROJECT SCHEDULE

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Certification records are available online and in downloadable and printable form for authorized users. Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Still, they can be used to circumvent the signature capture requirement. Each ticket has its barcode scanned using specially configured iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

Monitoring Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We acts as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup. Below is a graphic that summarizes the activities that will take place over the duration of the project:





SAMPLE REPORTS



DEBRISTECH



SAMPLE REPORT - LOAD TICKET



DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket

001206810

Truck
Nums:

00009113



ROE Numbers:

Project: December 2021 Tornado Debris Removal

Sub: County Waste

Prime: Ashbritt

Owner: County waste

Contract:

Road:

Debris Type: C & D

Zone: Dawson Springs

CS-2011

% Full: 75

Capacity (CY): 74

Pay (CY): 55.5

Transit Time

Haul(d)*

Haul(r)*

Disposal Info

Load Info

14:32

Measurement Info

6.2

8.4

Time: 16:30:28 Date: 3/15/22

Time: 7:02:36 Date: 3/16/22

Time: 7:25:23 Date: 3/16/22

Loc: 37.1683, -87.6956

Loc: 37.1708, -87.5827

Loc: 37.1708, -87.5828

Site ID: RIAFDS

Site ID: RIAFDS

Mon: Joseph James Gray

Mon: Jacob Michael Todd

Mon: CHRISTOPHER ALLEN

Joseph James Gray

Jacob Michael Todd

Christopher Allen



www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com

SAMPLE REPORT - TRUCK CERT.



Truck Certification Form

Hurricane Ida Debris Removal St. Charles Parish Government

Current

Truck Number 00012517

Truck Owner: <u>Marriot</u>	Truck Type: <u>Self Loader</u>
Truck Tag State: <u>IL</u> Truck Tag Number: <u>757aa095</u>	Sub Code: <u>DRCMARR</u>
Trailer Tag State: <u> </u> Trailer Tag Number: <u> </u>	Capacity (CY): <u>78</u>
Owner Truck No: <u>7637</u>	



Bed Hoist (Inches)

L1: L2:

W: H:

End Radius (Inches)

R: H:

Bottom Radius (Inches)

R: L:

Measured By: Dalton Daniel Cruthirds

Date Measured: 9/27/2021 1:31:55

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SAMPLE REPORT - TRAILER CERT.



DEBRISTECH

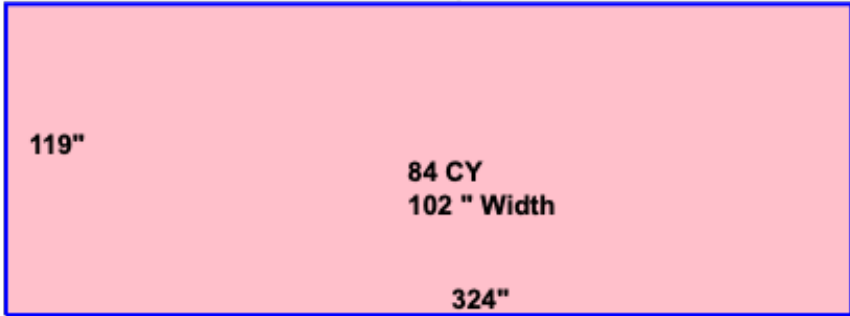
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

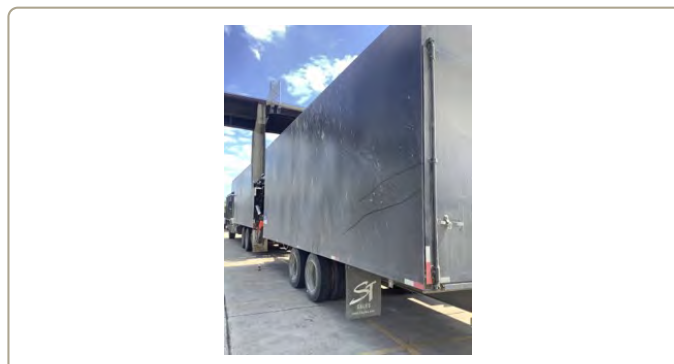
Truck Certification Form

Hurricane Ida Debris Removal St. Charles Parish Government

Current**Truck Number 00012518**

Truck Owner: <u>Marriot</u>	Truck Type: <u>Self Loader</u>
Truck Tag State: <u>IL</u> Truck Tag Number: <u>757aa095</u>	Sub Code: <u>DRCMARR</u>
Trailer Tag State: <u>IL</u> Trailer Tag Number: <u>757aa096</u>	Capacity (CY): <u>84</u>
Owner Truck No: <u>7637</u>	

	324"	
119"		119"
	324"	

**Bed Hoist (Inches)**L1: L2: W: H: **End Radius (Inches)**R: H: **Bottom Radius (Inches)**R: L: Measured By: Dalton Daniel CruthirdsDate Measured: 9/27/2021 1:43:37www.DebrisTech.com

SAMPLE REPORT - HANGER TICKET



e-Ticket

Hurricane Ida Debris Removal

Ticket: 500819069

Truck: 00012965



Prime Contractor:

DRC Emergency Services

Truck Owner:

Backroad Trucking LLC

Monitoring Firm:

DebrisTech, LLC

Timestamp: 10/23/2021 10:44:38 AM

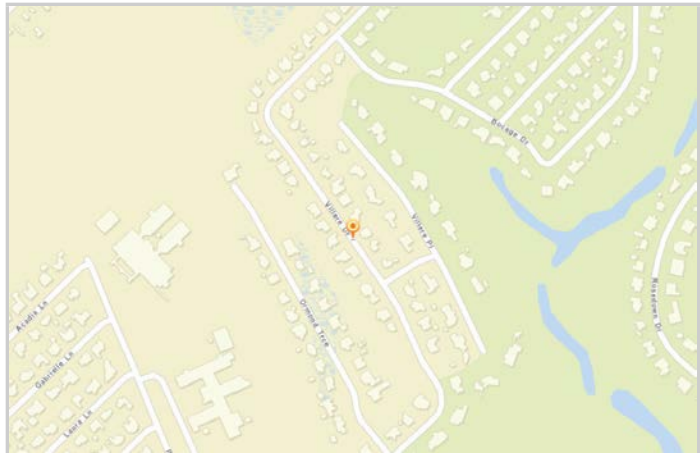
Debris Type: Hanger

Coordinates: 29.9757, -90.3748

Address: 124 Villere Dr

Monitor: CAROLINE H MALBROUE

CM



www.DebrisTech.com



SAMPLE REPORT - LEANER TICKET



e-Ticket

December 2021 Tornado Debris Removal

Ticket: 501211561

Truck: 00012707

**Prime Contractor:**

Ashbritt

Truck Owner:

Wolf Quality Construction, LLC (Donaldson)

Monitoring Firm:

ER Assist

Timestamp: 3/16/2022 11:47:50 AM

Debris Type: Leaner Tree Size: 37

Coordinates: 37.2585, -87.5284

Address: Ilsley Rd

Monitor: Richard Nathan Carpenter



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SAMPLE REPORT - FLOOD DEBRIS



e-Ticket - Unit Rate **2021 Flood Debris Removal -** **Waterway**

Ticket: 600088410

Truck: 00011692



Contract:		
Prime:	Southern Disaster Recovery	
SubContractor:	Pride	
Pay Item:	Waterway Debris Removal	
Qty:	278	Unit: Linear
Ticket Opened:	1/9/2022 8:33:20 AM	
Ticket Closed:	1/9/2022 11:13:36 AM	
Coordinates:	35.4037, -82.8109	
Zone:	Site 8 - Pigeon River (Hungry	
Road:		
Monitor:	Angelia Gayle Cruthirds	
Monitor Signature:		
Contractor Signature:		



www.DebrisTech.com



SAMPLE REPORT - DAILY SUMMARY



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Hopkins County Fiscal Court December 2021 Tornado Debris Removal

Debris Removal Daily Report - 03/16/2022

Contractor: AshBritt	Total Work Days To Date: 57
Monitoring Firm: ER Assist	Total Days into Contract Period: 80

Production Data		Volume (CY)	Weight (Tons)
Trucks in Operation Today:	15	Today's Debris Production: 3,478.5	0.0
Average Loads Per Truck:	4.5	Average Daily Production: 6,438.9	0.0

Debris Quantity Summary - Right of Way				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Vegetative Loads:	30	2,328	Vegetative Debris:	1,400.0	109,269.0	0.0	0.0
C & D Loads:	37	5,821	C & D Debris:	2,078.5	254,176.1	0.0	0.0
Wood Chip Loads:	0	0	Wood Chips:	0.0	0.0	0.0	0.0
Other Loads:	0	67	Other Loads:	0.0	3,574.5	0.0	0.0
Debris Quantity Summary - Total Project				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Total Loads Generated:	67	8,216	Total Cubic Yards:	3,478.5	367,019.6	0.0	0.0

Unit Rate Items				Today	To Date
Leaning Trees (6"-12"):	9	533	White Goods:	0	0
Leaning Trees (13"-23"):	8	455	Stumps:	0	16
Leaning Trees (24"-36"):	14	271	Traffic Control (Inter.):	0	0
Leaning Trees (37"+):	3	46	Traffic Control (2 Way):	0	0
Hanging Limbs:	0	28			

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

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SAMPLE REPORT - ZONE SUMMARY



Debris Quantity Summary By Zone - 02/23/2022

Project Totals - All Zones

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	12	13858	763.4	718,080.3	0.0	15.0
C & D Debris:	50	10885	2,978.7	514,552.3	0.0	618.8
Wood Chips:	0	1381	0.0	133,883.8	0.0	0.0
C & D Haul Out:	3	2403	324.3	219,371.0	0.0	0.0
Project Totals:	65	28527	4,066.4	1,585,887.4	0.0	633.9

Zone: 0 -

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	9	0.0	287.5	0.0	0.0
C & D Debris:	0	0	0.0	0.0	0.0	0.0
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	9	0.0	287.5	0.0	0.0

Zone: 1 - St. Charles Parish

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	55	0.0	1,844.7	0.0	0.0
C & D Debris:	0	40	0.0	850.9	0.0	7.5
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	95	0.0	2,695.6	0.0	7.5

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

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SAMPLE REPORT - ZONE SUMMARY



St. Charles Parish Government Hurricane Ida Debris Removal

Debris Quantity Summary By Zone - 02/23/2022

Zone: 11 - St. Rose						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	600	0.0	30,529.3	0.0	0.0
C & D Debris:	8	875	552.3	41,496.2	0.0	140.6
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	8	1475	552.3	72,025.5	0.0	140.6

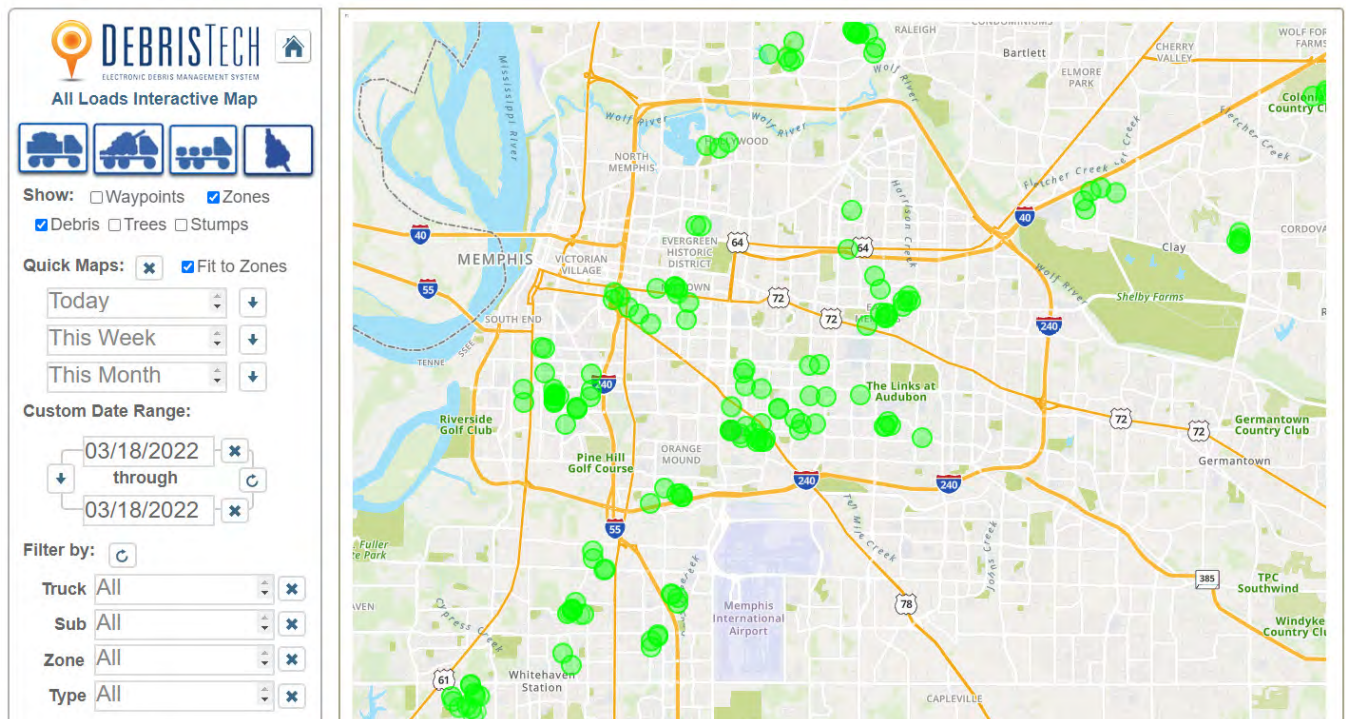
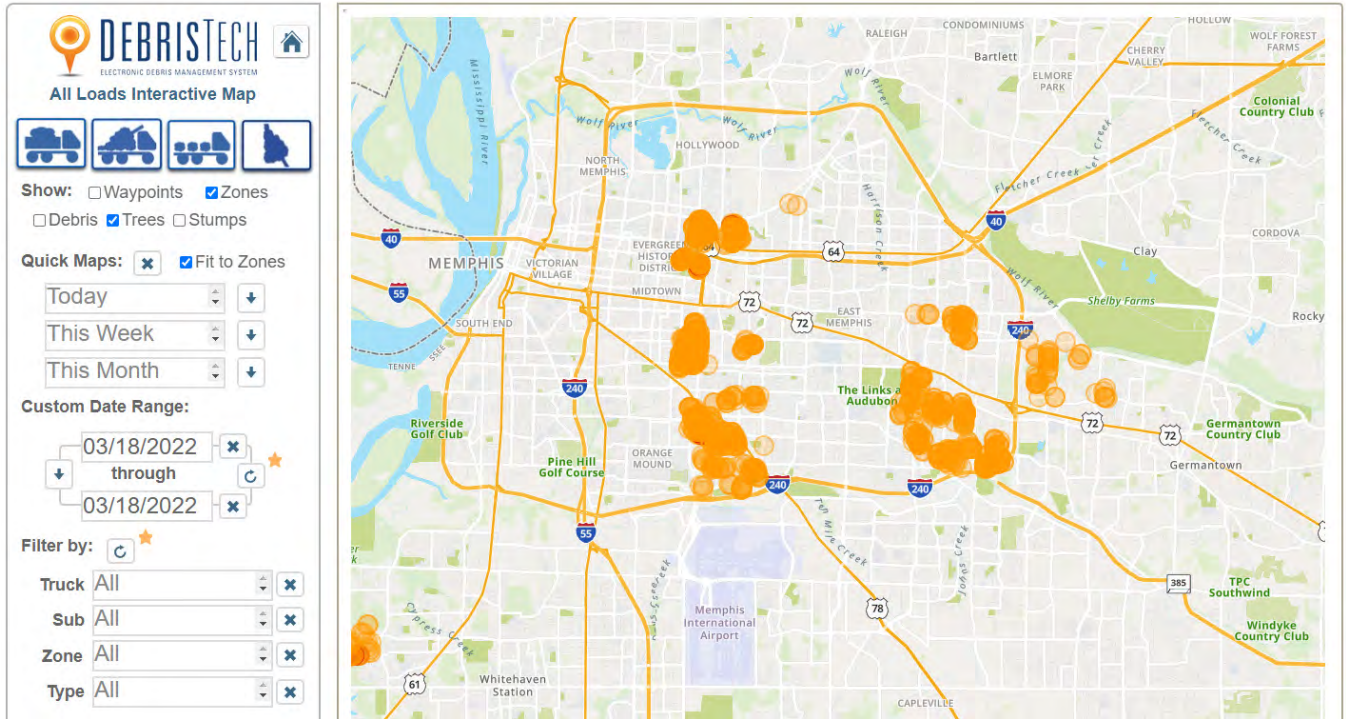
Zone: 12 - Bayou Gauche						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	4	445	244.7	21,143.5	0.0	0.0
C & D Debris:	2	483	124.0	23,719.8	0.0	4.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	6	928	368.7	44,863.3	0.0	4.1

Zone: 13 - Hahnville						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	984	0.0	43,942.7	0.0	0.0
C & D Debris:	0	818	0.0	32,492.3	0.0	78.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	1802	0.0	76,435.0	0.0	78.1

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

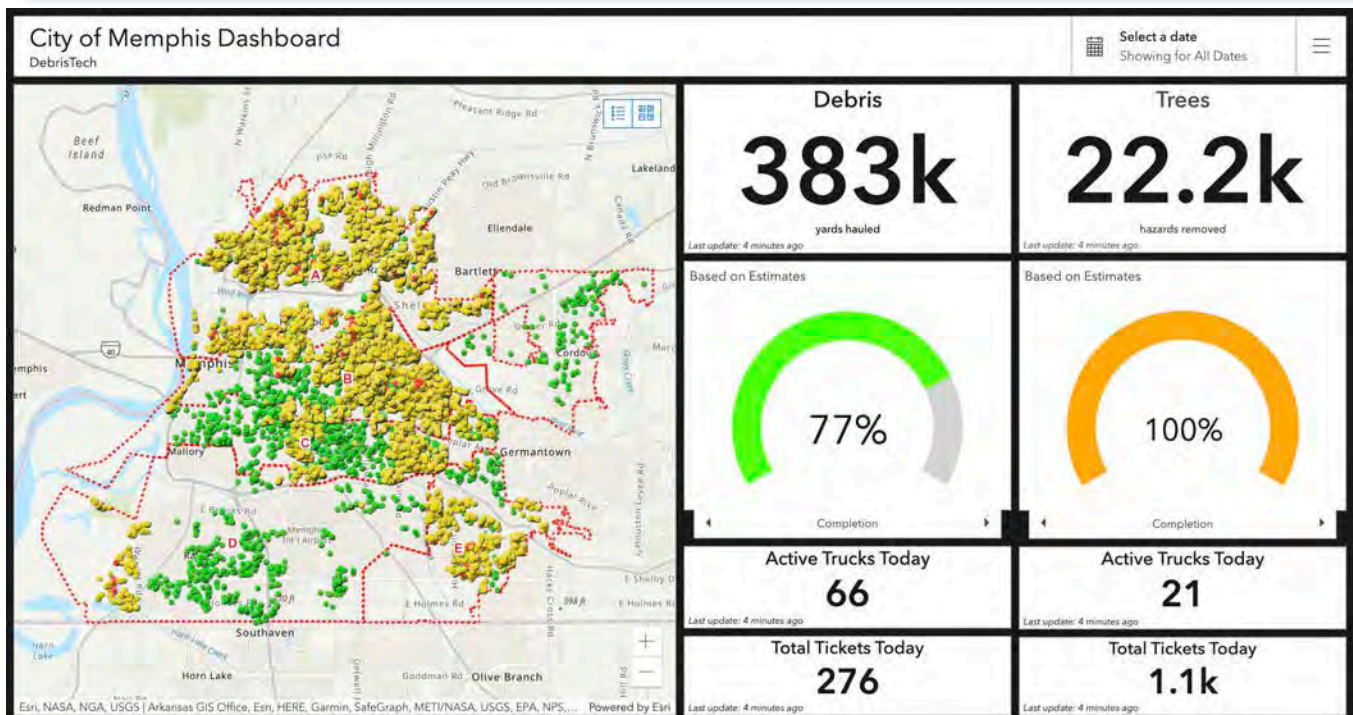
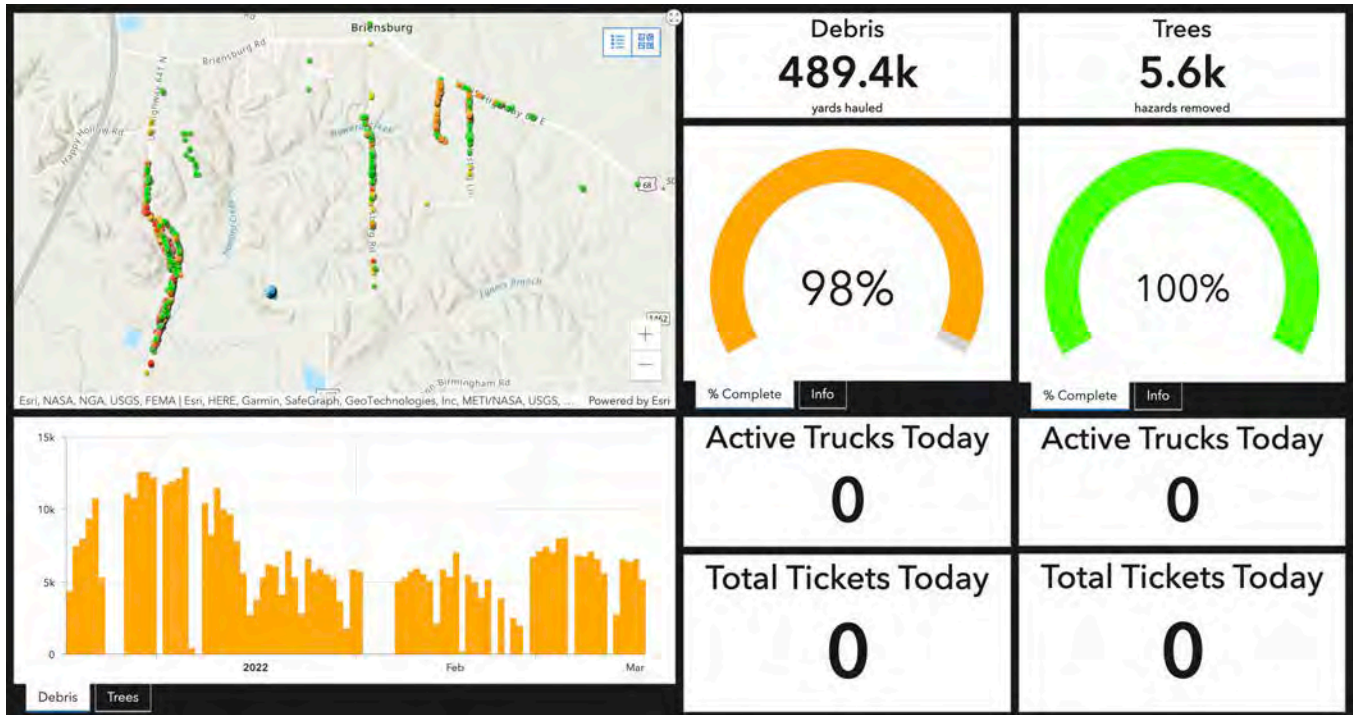
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SAMPLE REPORT - INTERACTIVE MAP





SAMPLE REPORT - DASHBOARD



SAMPLE REPORT - PUNCH LIST



St. Charles Parish Government
Hurricane Ida Debris Removal
Punch List

Debris Type:

Record Number:

Truck: **Timestamp:**

Prime Contractor:

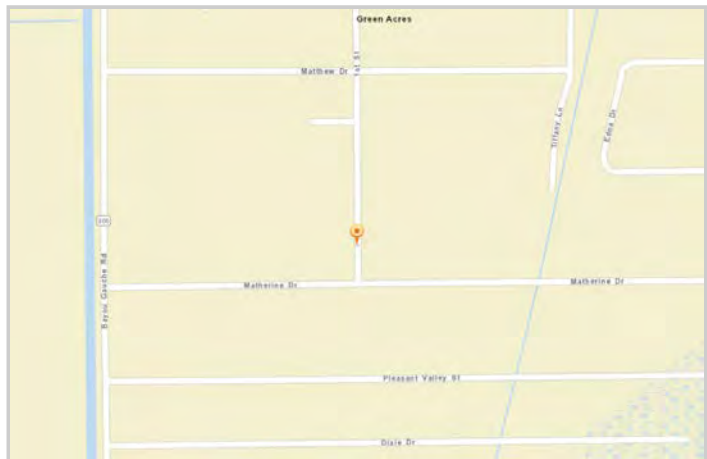
Subcode: **Truck Owner:**

Monitoring Firm:

Coordinates:

Address:

Monitor:



www.DebrisTech.com



J. Automated Debris Tracking and Reporting Systems



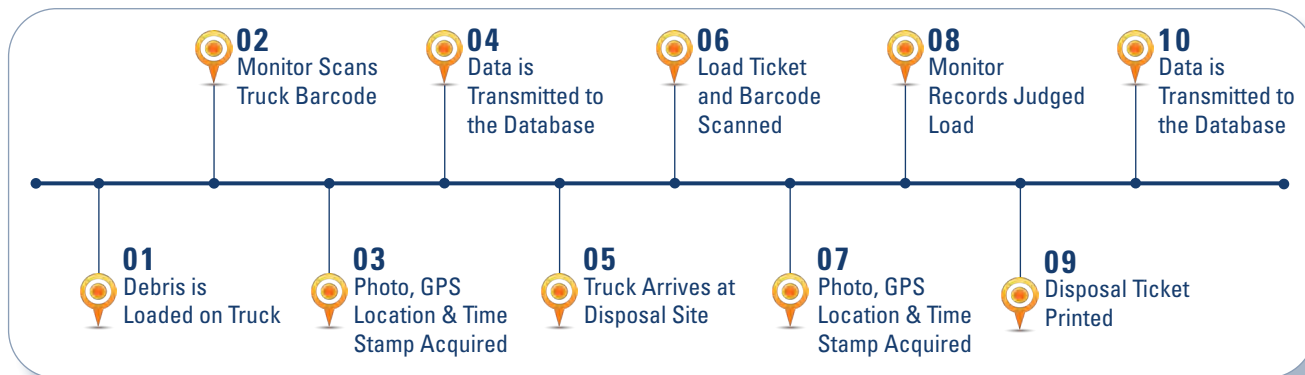
DEBRISTECH



AUTOMATED SYSTEM

Technical Approach with ADMS

In response to a disaster, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its vital team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems, and an appropriate number of load and disposal site deployment kits. The load deployment kits contain enough ruggedized tablets to document every removal crew and DMS. The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper, and printer cartridges. The kits permitted for carry-on luggage and, when necessary, may travel ahead of the Mobile Command and Communications Center by airline, if necessary. By following our emergency response project schedule our team has responded to over 125 contract activations for the services described in the RFP.



Real-Time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



SCALABILITY

Cradle-to-Grave Documentation

The DebrisTech Electronic Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/ stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When Originally Surveyed and Marked for Removal
- When Loading for Transport to the Disposal Site
- When Offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.

Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1000 devices, 400 ready to be deployed.



Appendices



DEBRISTECH

SECTION 5**Appendices**

Appendix A – Proposal Document
Appendix B – Conflict of Interest
Appendix C – House Bills 13, 19, 89
Appendix D – Property Tax Statement
Appendix E – Nepotism Statement
Appendix F – Non-Collusion Statement
Appendix G – Certification Regarding Debarment
Appendix H – ACH Form



Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

☒ Appendix A must be included in the submittal.

☒ Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

☒ Appendix B – Conflict of Interest

☒ Appendix E – Nepotism Statement

☒ Appendix C – House Bill 13, 19, 89
Verification

☒ Appendix F – Non-Collusion Statement

☒ Appendix D – Property Tax Statement

☒ Appendix G – Certification Regarding
Debarment

All Proposals delivered to the City of La Marque shall include this page with the submittal.

RFP Number:	RFP# 22-01
Project Title:	Disaster Debris Monitoring and Consulting
Submittal Deadline:	10:00 A.M.(CST), Thursday July 7, 2022

Submit Electronically:
[Upload Submittal Here](#)

Proposer Information:

Proposer's Legal Name:	DebrisTech, LLC		
Address:	925 Goodyear Blvd		
City, State & Zip	Picayune, MS 39466		
Federal Employers Identification Number #	27-3362906		
Phone Number:	601-658-9598	Fax Number:	601-658-9656
E-Mail Address:	debra@debristech.com		

Proposer Authorization

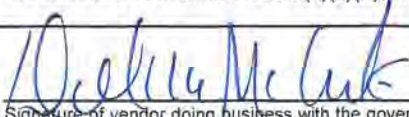
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Debra McCormick, Business Manager

Signature of Authorized Representative:

Signed this 6th (day) of July (month), 2022 (year)

Appendix B – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. N/A	Date Received	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  Signature of vendor doing business with the governmental entity 07/6/2022 Date		



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

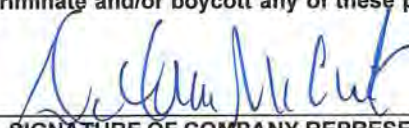
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Debra McCormick (Person name), the undersigned representative of (Company or Business Name) DebrisTech, LLC (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

July 6, 2022

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.



Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of La Marque, Texas has adopted the following policy:

The City of La Marque will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Debra McCormick, Business Manager

Proposer's Printed or Typed Name

Proposer's Signature

July 6, 2022

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of La Marque by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of La Marque

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of La Marque

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ _____ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of La Marque.

_____ The officers of the company submitting this Proposal are related by blood or marriage to
the following official(s) or employee(s) of the City of La Marque.

Name and title of officer: N/A

Employee and title of City Official or Employee: N/A

Relationship: N/A

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**



Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER DebrisTech, LLC

ADDRESS 925 Goodyear Blvd., Picayune, MS 39466

PHONE 601-658-9598

FAX 601-658-9656

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Debra McCormick

POSITION WITH COMPANY Business Manager

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL
(PRINTED NAME) Debra McCormick

OFFICIAL POSITION Business Manager

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix G – Document 00435

The City of La Marque, Texas

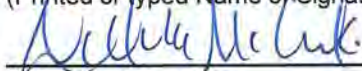
PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Debra McCormick, Business Manager

(Printed or typed Name of Signatory)



(Signature)

July 6, 2022

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART
OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.**



APPENDIX B - ACH FORM



City of La Marque Accounts Payable
 1111 Bayou Road La Marque, TX 77568
 Maria Barnett
 PHONE (409) 938-9214 FAX (409) 877-5020
 Email: m.barnett@cityoflamarque.org

Vendor Information

ACH AUTHORIZATION FORM

Vendor Name DebrisTech, LLC		Vendor No.	
Address 925 Goodyear Blvd	City Picayune	ST MS	Zip 39466
Accounting/ACH Contact Name	Phone 601-658-9598	Fax 601-658-9656	
Email Address for Remittance Advice (**required**) debra@debristech.com			

Above named Vendor hereby authorizes the City of La Marque to originate Automated Clearing House electronic funds transfer (EFT) credit entries to Vendor's account, as indicated below, for payment/reimbursement of goods and/or services.

Banking Information

☒ Checking
☐ Savings

☐ New Setup
☐ Change

Name on Bank Account DebrisTech	
Bank Routing Number* 065505870	Bank Account # 102 651 8

*Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

If you change banks or accounts please provide at least thirty (30) days written notice.

Vendor Authorization:

Debra McCormick		July 6, 2022
Authorized Name/Title	Authorized Signature	Date
COR Accounts Payable Use,	Date Received:	Date Entered
		Entered by:

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of La Marque and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and



of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**
 1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty

hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

8. **CLEAN AIR 42 U.S.C. § 7401 et seq.**: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.**: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. **PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
12. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

Form provided by Texas Ethics Commission



action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

Form provided by Texas Ethics Commission

action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of La Marque*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of La Marque*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall



maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [City of La Marque] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives

of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not



less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

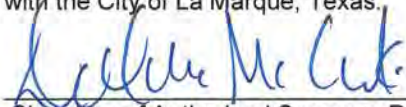
(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that

neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, Debra McCormick, Business Manager (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of La Marque, Texas.



Signature of Authorized Company Representative

July 6, 2022

Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.



SECTION 4 PRICING PROPOSAL

Proposal of: DebrisTech, LLC
(Proposer Company Name)

To: City of La Marque

Ref.: Debris Management, Monitoring, and Consulting Services

RFP No#: 22-01

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the "Services" required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

4.1 Pricing Proposal for Services Offered

4.1.1 Please provide a comprehensive, detailed list of all labor, equipment, and services that your firm can provide for Disaster Debris Monitoring Services contract as part of your proposal.

Pricing shall be submitted in a format such that all invoices may be easily tied back to your pricing sheet.

The hourly labor rates shall apply to all hours worked, including overtime, and shall include all applicable overhead and profit. Non-labor project related costs will be billed to the City at cost without mark up, e.g., lodging, transportation and per diem.

4.1.2 Using the attached Pricing Proposal (Ref. 4.5):

4. Please provide an estimated total cost for a debris volume estimate at 1.00 million cubic yards.
5. One (1) Debris Management Sites (DSM) and One (1) Landfill.

4.2 Added Value

4.2.1 Describe any proposed benefits to City of La Marque from Proposer, not otherwise set forth herein, which would be an added value to City of La Marque.

4.3 City of La Marque's Payment Terms

City of La Marque's standard payment terms for services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to City of La Marque:

Prompt Payment Discount: 0 % 0 days/net 30 days

4.4 Cooperative Governmental Purchasing Notice

specifications. Prior to other governmental entities placing orders, City of La Marque will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with City of La Marque.

☒ **Yes, Others can purchase** ☐ **No, Only the City of La Marque can purchase.**



4.5 Pricing Proposal

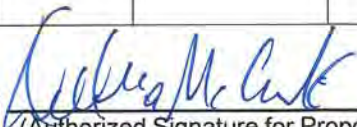
The hourly labor rates shall apply to all hours worked, including overtime, and shall include all applicable overhead and profit. Non-labor project related costs will be billed to the City at cost without mark up, e.g., lodging, transportation and per diem.

1. Please provide an estimated total cost for a debris volume estimate at 1.00 million cubic yards.
2. One (1) Debris Management Sites (DSM) and One (1) Landfill.

Position	Personnel (Number)	Estimated Hours	Hourly Rate	Extended Costs
Project Manager	1	360	\$68.00	\$24,480.00
Operations Managers	1	330	\$55.00	\$18,150.00
Scheduler/Expeditors	0	0	\$00.00	\$00.00
GIS Analyst/Specialist	1	0	\$00.00	\$00.00
Field Supervisors	5	1,650	\$47.00	\$77,550.00
Debris Site / Tower Monitors	2	600	\$36.00	\$21,600.00
Environmental Specialist	1	16	\$55.00	\$880.00
Project Inspectors (Citizen Drop-Off Site)	0	0	\$36.00	\$00.00
Field Coordinators (Crew Monitors)	33	9,900	\$36.00	\$356,400.00
Load Ticket Data Entry Clerks (QA/QC)	0	0	\$00.00	\$00.00
Billing Invoice Analysts	1	0	\$00.00	\$00.00
Project Coordinators	0	0	\$00.00	\$00.00
Residential Monitors	0	300	\$36.00	\$10,800.00
Data Manager / ADMS Specialist	0	0	\$00.00	\$00.00
Aerial Photographer	1	4	\$125.00	\$500.00
Electronic Ticketing	0	0	\$00.00	\$00.00
Grand Total				\$510,360.00

Respectfully submitted,

Proposer:


(Authorized Signature for Proposer)

Name: Debra McCormick

Title: Business Manager

Date: July 6, 2022

SECTION 7

REFERENCES

References – This section is required.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of La Marque, or any of its employees.

Reference #1:

Client / Company Name: St. Charles Parish	
Contact Name: Chandra Sampey	Contact Title: Contract Manager
Phone: 985-783-5102	Email: csampey@stcharlesgov.net
Date and Scope of Services Provided: Debris Monitoring Services following Hurricane Ida, September 2021-August 2022	

Reference #2:

Client / Company Name: Macon-Bibb County, GA	
Contact Name: Spencer Hawkins	Contact Title: EMA Director
Phone: 478-832-6300	Email: shawkins@maconbibb.us
Date and Scope of Services Provided: Debris Monitoring Services following Ice Storm 2018	

Reference #3:

Client / Company Name: McIntosh County, GA	
Contact Name: Ty Poppell	Contact Title: EMA Director
Phone: 912-437-5170	Email: EMA Director
Date and Scope of Services Provided: Debris Monitoring Services following Hurricane Matthew and Irma 2016 and 2017	

Reference #4:

Client / Company Name: Forsyth County, GA	
Contact Name: Chris Grimes	Contact Title: EMA Director
Phone: 770-205-5674	Email: cggrimes@forstythco.com
Date and Scope of Services Provided: Debris Monitoring Services following Hurricane Matthew and Irma 2017	



6.1 Proposer Profile

6.1.1 Legal name of Proposer Company: DebrisTech, LLC

Centralized Master Bidders List registration number: Prime contractor HUB / MWBE registration number: N/A

An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # - - . N/A

Dun and Bradstreet Number - Data Universal Numbering System (DUNS): 078693755

Number of years in Business: 12

State of incorporation: MS

Number of Employees: 40

Annual Revenues Volume: \$7,000,000

Name of Parent Corporation if any: N/A

6.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.

Can be found in our proposal on page 115

6.1.3 Proposer will provide a financial rating of the Proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer. The most recent report can be found in our proposal on page 118 and a more current one has been requested.

6.1.4 DebrisTech is not currently for sale or involved in any transaction to expand or to become acquired by another business

6.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with City of La Marque.

DebrisTech is not and has not been involved pending litigation or claims filed against it that would affect its performance under an agreement with City of La Marque.

6.1.6 Proposer will state whether or not Proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

DebrisTech is not currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

6.1.7 DebrisTech does not have any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between DebrisTech and any employee of City of La Marque.

6.2 Approach to Project Services

3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to City of La Marque from doing business with Proposer. Proposer will briefly describe its approach for the required services identified in Section 3 Scope of Work of this RFP.

Can be found in our proposal on page 12.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.

As award of this contract does not guarantee a purchase order will be issued, DebrisTech will respond to any contract activation within 24 hours of notification as described in the RFP.

3.2.3 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents, if appropriate.

Can be found in our proposal on page 71.

6.3 General Requirements

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with City of La Marque, including their specific experiences with similar service projects, and number of years of employment with Proposer.

These can be found starting on page 41.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with City of La Marque and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from City of La Marque.

DebrisTech does not anticipate any difficulty meeting the services described in the RFP. Our management teams have met the expectations and requirements of more than 100 clients including the City of Dallas and Matagorda County.

3.3.3 Proposer will describe its approach in providing staffing continuity to customer.

Can be found in our proposal on page 57.

3.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.

Can be found in our proposal on page 36.

3.4.5 Proposer will describe any additional costs that may be associated with service work and the invoicing of such.

None.

6.4 Quality Assurance

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

Can be found in our proposal on page 15.

6.5 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how Proposer measures its success in maintaining this philosophy.

Can be found in our proposal on page 56.

6.6 Additional Services

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to City of La Marque. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

The DebrisTech ADMS is included in the provided rate for every position. By using our custom ADMS, we lock in all the required documentation for reimbursement.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by City of La Marque from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

DebrisTech has a contractual relationship with Matagorda County and other governments in Texas. In the event of a disaster, we will have assets deployed to the area and will be able to respond more effectively within the mandated period than other consultants.



BAUMANN & COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
DebrisTech, LLC and Its Subsidiary
Picayune, MS 39466

Management is responsible for the accompanying financial statements of DebrisTech, LLC and Its Subsidiary, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of revenue and members' equity for the years then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Baumann & Company PLLC

Picayune, MS
April 8, 2021

DebrisTech, LLC and Its Subsidiary
Consolidated Balance Sheets
DECEMBER 31, 2020 AND 2019

ASSETS		
	<u>2020</u>	<u>2019</u>
Current Assets		
Cash and Cash Equivalents	\$ 639,198	\$ 35,454
Account Receivable, Trade	7,359,953	2,896,506
Prepaid Insurance	77,345	61,980
Prepaid Payroll Taxes	42,027	-
Other Current Assets	22,667	26,699
Total Current Assets	<u>8,141,190</u>	<u>3,020,639</u>
Property & Equipment, at Cost		
Building & Improvements	548,803	31,594
Equipment	108,076	352,890
Vehicles	714,528	590,549
Aircraft	1,681,507	-
Accumulated Depreciation & Amortization	<u>(531,015)</u>	<u>(527,074)</u>
Total Property & Equipment	<u>2,521,899</u>	<u>447,959</u>
Total Assets	<u>\$ 10,663,089</u>	<u>\$ 3,468,598</u>
LIABILITIES & MEMBERS' EQUITY		
Current Liabilities		
Accounts Payable	\$ 231,624	\$ 336,094
Short-Term Note Payable	1,544,277	1,803,856
Current Portion of Long-Term Debt	227,831	-
Salaries Payable	24,535	26,764
Payroll Taxes Payable	76,611	541
Accrued Interest Payable	2,975	-
Total Current Liabilities	<u>2,107,853</u>	<u>2,167,255</u>
Long-Term Debt - Banks		
Long-Term Debt - Banks	414,980	-
Less Current Portion of Long-Term Debt	<u>(227,831)</u>	<u>-</u>
Total Long-Term Liabilities	<u>187,149</u>	<u>-</u>
Members' Equity	<u>8,368,087</u>	<u>1,301,343</u>
Total Members' Equity	<u>8,368,087</u>	<u>1,301,343</u>
Total Liabilities and Members' Equity	<u>\$ 10,663,089</u>	<u>\$ 3,468,598</u>



DebrisTech, LLC and Its Subsidiary
Consolidated Statements of Revenue & Members' Equity (Deficit)
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
Revenues	\$ 21,272,950	\$ 7,042,890
Operating Expenses		
Wages & Labor	7,039,508	2,251,200
Outside Services	3,201,913	908,927
Other Direct Costs	705,634	219,766
Travel & Vehicle Expense	685,371	448,938
Payroll Taxes	571,643	177,389
Aircraft Operating Expenses	496,497	-
Technical Equipment & Field Supplies	387,167	200,085
Depreciation & Amortization	229,036	96,053
Legal & Professional Expenses	177,660	148,434
Rent Expense	140,881	242,621
Insurance Expense	113,381	139,264
Interest Expense	77,182	62,602
Communication & Internet Expense	56,555	104,239
Advertising	28,066	26,629
Other Expenses	275,046	275,456
Total Operating Expenses	<u>14,185,540</u>	<u>5,301,603</u>
Net Operating Income	7,087,410	1,741,287
Other Income (Expense)		
Interest Income	392	714
Covid-19 Paid Sick Leave Credit	9,117	-
Gain (Loss) on Asset Disposition	(28,976)	-
Total Other Income (Expense)	<u>(19,467)</u>	<u>714</u>
Net Income	7,067,943	1,742,001
Members' Equity (Deficit), Beginning of Year	1,301,343	(237,960)
Members' Distributions	<u>(1,199)</u>	<u>(202,698)</u>
Members' Equity, End of Year	\$ <u><u>8,368,087</u></u>	\$ <u><u>1,301,343</u></u>



DEBRISTECH, LLC

D-U-N-S® 07-869-3755

Single
925 Goodyear Blvd,
Picayune, MS 39466

Phone 601 658-9598

PG Report

Purchase Date: 09/10/2018
Last Update Date: 08/25/2018
Attention: 267177976

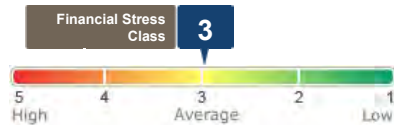
Executive Summary

Company Info

Year Started	2010
Employees	4

Predictive Analytics

Financial Stress Class



The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000).

Financial Stress Class	3
Financial Stress Score	1,490
Highest Risk	1,001
Lowest Risk	1,875

Credit Score Class



The Credit Score class of 2 for this company shows that 2.50% of firms with this classification paid one or more bills severely delinquent.

Credit Score Class	2
Credit Score	574
Highest Risk	101
Lowest Risk	670

D&B Viability Rating

D&B Viability Rating

3	2	B	K
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Supplier Evaluation Risk Rating

Risk Rating



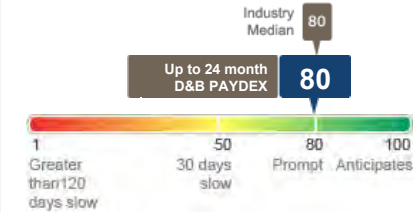
D&B Rating

D&B Rating

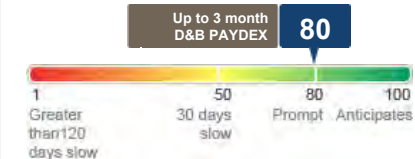
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D&B PAYDEX®

Up to 24 month D&B PAYDEX



Up to 3 month D&B PAYDEX



Credit Limit Recommendation



First National Bank of Picayune

"Your Hometown Bank"

Since 1947

Date: May 12, 2021

Re: DebrisTech, LLC

To Whom It May Concern:

This is to confirm that the above referenced customer is a valued borrower and depositor of the bank. We have handled various financial needs of this customer since the company's inception.

The borrower currently maintains a \$3,600,000.00 business line of credit and a business demand deposit account. Both accounts are handled in a satisfactory manner.

This company is deemed to be credit worthy from every aspect of our credit underwriting and thus a level one borrower. Based on knowledge of this customers financial strength, the borrower has the capability to finance the anticipated volume of work for a minimum of 45 days without interference or a slowdown in the work whatsoever.

With this letter, we can also confirm that the accounts held and the transactions made by the customer have all been to our satisfaction. During the transactions and operations with our bank, we have not faced any problems of any sort and would entertain future requests from this customer in a most favorable manner.

Should there be any questions, please do not hesitate to call.

David B. Hemeter, President

First National Bank of Picayune

Email: dbhemeter@fnbop.com

FROM THE DESK OF DAVID B. HEMETER, PRESIDENT, FIRST NATIONAL BANK OF PICAYUNE
121 EAST CANAL ST., P. O. BOX 848, PICAYUNE, MS 39466 PHONE (601) 749-3220 FAX (601) 798-4796



LITIGATION SUMMARY

DebrisTech, LLC certifies that it has specific experience providing the specified services following a natural disaster as listed in the RFQ.

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.



MEMORANDUM OF ACTIONS BY
THE MANAGER OF DEBRISTECH, LLC

The following resolutions have been adopted by the Manager of Debristech, LLC, a Mississippi limited liability company (the “Company”), as evidenced by the signature of the Manager of the Company affixed to this Memorandum, effective as of the 11th day of January, 2021:

Appointment of Authorized Representative:

WHEREAS, Section 5.2 of the Limited Liability Company Agreement of the Company authorizes the Manager to do and perform all other acts as may be necessary or appropriate to the conduct of the Company’s business.

RESOLVED: That it would be in the best interest of the Company and its Manager to appoint an authorized representative of the Company to sign responses to certain “Requests for Proposals” (“RFPs”) on behalf of the Company in the absence of the Manager and perform such other duties in connection therewith.

RESOLVED: That Debra McCormick is hereby appointed by the Manager to serve as an authorized representative of the Company for the purpose of signing responses to RFPs on behalf of the Company until such authority is revoked by the Manager.

THE UNDERSIGNED MANAGER, BEING THE SOLE MANAGER OF DEBRISTECH, LLC, DOES HEREBY EXPRESSLY RATIFY AND APPROVE THE FOREGOING ACTIONS EFFECTIVE AS OF JANUARY 11, 2021.



BROOKS R. WALLACE
Sole Manager



DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

925 Goodyear Blvd, Picayune, MS 39466

CITY OF LA MARQUE, TEXAS, REQUEST FOR PROPOSAL #22-01
Debris Management, Monitoring and Consulting Services
EVALUATION OF PROPOSALS

CONTRACTOR		TLC Engineering , Inc.	DebrisTech, LLC				
GRADING CRITERIA	MX PTS*						
Qualifications	20	15	15				
Experience/Past Performance	20	18	15				
Available Resources	15	13	13				
Subcontractor Participation	10	7	8				
Managerial & Operations Plan	15	10	12				
References	10	8	9				
Price Proposals	10	5	8				
TOTAL*	100	76	80				

GRADED



CITY COUNCIL AGENDA FORM

Meeting Date: July 11, 2022

Agenda item:

Prepared by: David Merryman

Reviewed by:

Department: FIRE Department

AGENDA ITEM DESCRIPTION:

Discussion possible action relating to authorizing the purchase of new Fire report management soft ware ESO

☒ X

ATTACHMENTS FOR REFERENCE

1. Quote for ESO fire reporting software
2. Sole source letter for ESO for ESO fire reporting
3. End of life letter for fire house (current fire reporting software)

STAFF BRIEFING:

The La Marque Fire department will transition to ESO fire for all fire reports, fire inspections, hydrant maintenance. With ESO fire the program is compatible with our dispatch program allowing all call data from dispatch to be electronically imported to the report management software. This will improve the departments ability to compile reports and stats.

HISTORY: The La Marque Fire department currently utilizes fire house reporting software for all fire reports, fire inspections, hydrant maintenance. The department has been notified that Fire House software will no longer be supported or maintained as of December 31st, 2022. The software will no longer compile and complete our state reporting requirements. Fire house has never be compatible with our dispatch software so all call information has to be printed from dispatch and sent to stations for manual input. This creates problems with complying reports and stas due to potential human error.

TARGET IMPLEMENTATION: August 1st , 2022

SIGNIFICANT ACTION DATES: new software must be 100% in service by December 31st, 2022



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	8,320.00
Actual Bid	8,320.00
Estimated Expenditure	8,320.00
Acct. Name(s)	Professional Fees
Line Item #	01-4040-06
Other Funding	N/A

STAFF'S RECOMMENDATION:

Authorize the the purchase of new Fire reporting software

FISCAL IMPACT: current cost of reporting software will increase annually by approximatly 4,500



Quote Date: 05/19/2022
Customer Name: La Marque Fire/Rescue
Quote #: Q-68426
Quote Expiration date: 09/30/2022
ESO Account Manager: Wade Estes

CUSTOMER CONTACT

Customer La Marque Fire/Rescue
Name David Merryman
Email d.merryman@cityoflamarque.org
Phone (409) 938-9267

BILLING CONTACT

Payor La Marque Fire/Rescue
Name David Merryman
Email d.merryman@cityoflamarque.org
Phone (409) 938-9267
Address
Attn: Chief
La Marque TX, 77568
Billing Frequency Annual
Initial Term 12 months

On Demand Learning

Product	Volume	Price	Discount	Total	Fee Type
On Demand Learning	35 Employees	\$1,295.00	(\$0.00)	\$1,295.00	Recurring

Personnel Management

Product	Volume	Price	Discount	Total	Fee Type
Personnel Management	35 Employees	\$1,495.00	(\$0.00)	\$1,495.00	Recurring
Personnel Management Data Migration	35 Employees	\$200.00	(\$200.00)	\$0.00	One-time

Fire

Product	Volume	Price	Discount	Total	Fee Type
ESO Hydrants	2 Stations	\$720.00	(\$0.00)	\$720.00	Recurring
ESO Properties	2 Stations	\$890.00	(\$0.00)	\$890.00	Recurring
ESO Inspections	2 Stations	\$1,040.00	(\$0.00)	\$1,040.00	Recurring
ESO Fire Incidents	2 Stations	\$2,290.00	(\$0.00)	\$2,290.00	Recurring
Fire Incidents CAD Integration	3500 Incidents	\$1,995.00	(\$1,995.00)	\$0.00	Recurring
Fire Setup & Online Training	3 Sessions	\$1,785.00	(\$1,785.00)	\$0.00	One-time
IFC 2018 - National Codeset	2 Stations	\$590.00	(\$0.00)	\$590.00	One-time
Fire Incidents NFIRS Data Import	3500 Incidents	\$2,995.00	(\$2,995.00)	\$0.00	One-time
Properties/Inspections Data Import	2 Stations	\$1,190.00	(\$1,190.00)	\$0.00	One-time

Total Recurring Fees	\$	9,725.00
Total One-Time Fees	\$	6,760.00
Discounts	\$	(8,165.00)
TOTAL FEES	\$	8,320.00

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 05/19/2022
Customer Name: La Marque Fire/Rescue
Quote #: Q-68426
Quote Expiration date: 09/30/2022
ESO Account Manager: Wade Estes

Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
ESO Inspections	Includes the ability to manage multiple code sets, using those to develop customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
IFC 2018 - National Codeset	Complete set of IFC 2018 codes to be used within the Inspections application.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESO's Properties and Inspections applications from a previously used RMS.
ESO Hydrants	Inventory and document testing and status of hydrants.

Personnel Management

Product	Description
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.

On Demand Learning

Product	Description
On Demand Learning	Unlimited, online training for all ESO products.



Quote Date: 05/19/2022
Customer Name: La Marque Fire/Rescue
Quote #: Q-68426
Quote Expiration date: 09/30/2022
ESO Account Manager: Wade Estes

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

La Marque Fire/Rescue

Signature: _____

Print Name: _____

Title: _____

Date: _____

For Fire, Personnel Management, On Demand Learning, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



February 2, 2022

To Whom It May Concern:

ESO Solutions, Inc. ("ESO") is the owner and sole authorized provider of ESO's "ESO Fire" NFIRS reporting software, "ESO Scheduling" employee online scheduling software and ESO's Electronic Health Record product ("EHR"), and their associated modules, interfaces, and integrations.

As La Marque Fire/Rescue desires to transfer software services from the Firehouse Software suite (which ESO also owns, and exclusively markets and sells) to the ESO Fire software suite, no other organization can offer the level of cooperation and shared incentives as ESO in this endeavor. ESO offers unparalleled control over said products and their development as compared to any third-party supplier with no direct control over the Firehouse Software. Further, ESO Fire may only be purchased directly from ESO Solutions; consequently, ESO is the sole provider of maintenance and support for ESO Fire. ESO Fire has numerous advantages, such as cloud hosting and an optimized end-user experience.

ESO does not license its rights to any of the above-named ESO products to any third party, and only ESO can support, maintain, upgrade, and host data for ESO Fire, ESO Scheduling and EHR. ESO does, however, work with billing partners, prime integrators and other third-party payment intermediaries for the benefit of customers.

If you desire additional information, do not hesitate to contact me at 866-766-9471 at any time or visit our website at www.eso.com.

Thank you for your interest in ESO's software products.

Sincerely,

DocuSigned by:

A handwritten signature in black ink, appearing to read "Allen Johnson", enclosed within a blue DocuSign signature box.

27C1F87881C94CA...
Allen Johnson
Chief Product Officer

Certificate Of Completion

Envelope Id: A9617D16D1194A109C5383448230F2AB

Subject: Please DocuSign: ESO - La Marque Fire Rescue - FH to FireSole Source Ltr - 2-2-22.docx

Source Envelope:

Document Pages: 1

Signatures: 1

Certificate Pages: 4

Initials: 0

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Envelope Originator:

Kelly Boyle

11500 Alterra Parkway

Austin, TX 78758

kelly.boyle@eso.com

IP Address: 70.112.239.5

Record Tracking

Status: Original

2/2/2022 1:39:54 PM

Holder: Kelly Boyle

kelly.boyle@eso.com

Location: DocuSign

Signer Events

Allen Johnson

allen.johnson@eso.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Drawn on Device

Using IP Address: 66.68.143.24

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Sent: 2/2/2022 1:41:40 PM

Viewed: 2/2/2022 6:05:40 PM

Signed: 2/2/2022 6:05:49 PM

Electronic Record and Signature Disclosure:

Accepted: 4/15/2020 2:31:04 PM

ID: e0370c1b-2280-4be8-9c98-b7081d79fee3

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Completed

Security Checked

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, ESO Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ESO Solutions:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: peter.quadrino@esosolutions.com

To advise ESO Solutions of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at peter.quadrino@esosolutions.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from ESO Solutions

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to peter.quadrino@esosolutions.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ESO Solutions

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to peter.quadrino@esosolutions.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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****** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ESO Solutions as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ESO Solutions during the course of my relationship with you.

Brennan Briggs

From: Wade Estes <Wade.Estes@eso.com>
Sent: Tuesday, February 1, 2022 3:50 PM
To: Brennan Briggs
Subject: FW: ANNOUNCEMENT: FIREHOUSE End-of-life

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

Brennan, official end of life announcement is below if this helps at all

Hello Brennan,

It's official. [FIREHOUSE Software will be retired on December 31, 2022!](#)

While many of you have begun the move from FIREHOUSE Software to the new ESO Fire RMS platform, we suspect you have many questions regarding this decision and what it means for you. Last week, we held a virtual [Town Hall](#) where we went into more detail about this process. You can watch the [recording here](#). For those that want the cliff notes, I hope this email provides some clarity.

When will you stop supporting FIREHOUSE? When will it no longer be useable?

We will be sunsetting all FIREHOUSE products and customer support on December 31, 2022. FIREHOUSE installed on local servers and devices will not receive customer support in 2023. Agencies should plan to upgrade to ESO Fire RMS well before December 31, 2022.

Why did you decide to sunset FIREHOUSE?

#1 It's a growing security risk.

Microsoft stopped providing security updates for FoxPro – the native code base for FIREHOUSE Software that was developed in 1984. The last version (FoxPro 9.0) stopped receiving standard support and security updates in 2015. This means that Microsoft is not providing bug fixes to the language, nor do they ensure that FoxPro applications, like FIREHOUSE, continue running.

#2 It doesn't meet NFIRS submission rules.

Earlier this year, the USFA changed data validation enforcement that affects your submission files to the NFIRS. This has caused NFIRS reports generated from FIREHOUSE to be rejected because they did not meet data validation requirements. This is an ongoing issue due to FIREHOUSE custom fields.

Why should I stop using local servers and devices?

ESO Fire RMS is cloud-based software, which means your data is accessible anywhere there's internet in a highly secure environment. You'll receive automatic software updates, so you'll always have the latest security updates and features. Plus, your department can access rich data insights to make quality and performance improvements not possible with FIREHOUSE.

How do we start the migration process?

Meet with your Account Manager, Wade Estes. They will work with you to better understand what modules you use and rely on to match a product that meets your department's needs. Once you've completed the necessary paperwork, ESO's Onboarding Team will meet with you to explain how to extract records from your database.

How will this impact pricing?

Wade will work with you to better understand what you use and how you are using it to help match a product and price for your size of agency and needs. You will not be charged to transfer your FIREHOUSE data.

What about our data?

First, no one is coming to take your servers or computers. You can maintain your data on-site. If you decide to move to ESO Fire RMS, ESO's Onboarding Team will coach you through the migration process – from preparing your data to importing to each ESO Fire RMS module.

We also recommend that you [watch this on-demand webinar](#) and attend [November's Fireside Chat](#) on data migration.

Who should I talk to about all of this?

Wade, copied here (wade.estes@eso.com), will work with you to find the right solution and the right price for your agency.

What's next?

We encourage you to start your upgrade to ESO Fire RMS sooner than later. We don't have access to your data so the sooner we talk, the sooner you can begin the process and prevent last-minute delays. Any transition does require training and configuration to match your organization.

If you have not seen Fire RMS in the last 90 days, we invite you to [see the product again](#). Many features have been added within the last year.

As always, don't hesitate to reply with any questions or concerns. We are more than happy to help you make the most informed decision that is right for your agency.

Have a great week,

Bill Gardner, CFO, CFE, EMT-P

Senior Director of Fire Products | ESO
Fire Chief (Ret.)



•

RESOLUTION NO. R-2022-0040

A RESOLUTION OF THE CITY OF LA MARQUE AUTHORIZING THE CITY OF LA MARQUE TO PURCHASE OPEN RECORDS SOFTWARE

WHEREAS, Fire Reporting Management software is a key component to operating any Fire Department, and

WHEREAS, the City has utilized Fire House Reporting software for many years, and

WHEREAS, the Fire House Reporting software is no longer being supported or maintained as of December 31, 2022, and

WHEREAS, in the interest of the community and to prevent gaps in service the La Marque Fire Department will purchase new Fire Reporting Management Software through a sole source procurement with ESO Solutions, INC, and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of La Marque approves the purchase of Fire Reporting Software with ESO Solutions, Inc.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on this the 11th day of July, **2022**.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor
City of La Marque

ATTEST:

Kierra K. Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: 7.11.2022
Prepared by: Chief R. Aragon
Department: Police

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the acknowledgment of approval of the Teen And Police Service (TAPS) Grant Submission

☐ **ATTACHMENTS FOR REFERENCE**

STAFF BRIEFING:

Community Policing is a key component in the goals set forth by the La Marque Safe City Initiative. Participation in the TAPS Grant Program will further the initiative by including at-risk youth in the conversation and creating outreach/partnership opportunities. This grant provides up to \$66,000 (over 2 years) in funding that will pay off-duty Officers a stipend for participating.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

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: No action required.

FISCAL IMPACT: N/A

RESOLUTION NO. R-2022-0041

A RESOLUTION ACKNOWLEDGING THE FUNDING OF UP TO \$66,000 VIA THE TEENS AND POLICE SERVICE (TAPS) GRANT.

WHEREAS, Teens and Police Service grant is a mentoring program funded by the Office of Juvenile Justice and Delinquency Prevention FY 2021 Multistate Mentoring Programs Initiative, aimed at connecting police with at-risk teens to advance Community Policing; and

WHEREAS, the City of La Marque's award of this grant is for funding officers' participation in the TAPS Program for two years; and

WHEREAS, after the initial two-year funding period continuation of the program would require up to \$33,000 per year per officer commitment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE THAT the City of La Marque acknowledges and supports this grant award with the police department by resolution.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 11TH day of July 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: **July 11, 2022**

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding acknowledging submittal of an application to the Texas Department of Emergency Management (TDEM) for funding opportunity pertaining to a Stormwater Management Plan

ATTACHMENTS FOR REFERENCE

☒

1. Notice of Funding Opportunity (NOFO)
2. Stormwater Management Plan Overview - submitted by Adico Eng.
3. Budget for Stormwater Management Plan - Adico Eng.
4. Timeline for Project - submitted by Adico Eng.
5. Application to TDEM - submitted by Grant Works

STAFF BRIEFING:

- The City's current Stormwater Management Plan is dated 2014
- The City has a Small Municipal Separate Stormwater Sewer System (MS-4) Permit, issued by Texas Commission on Environmental Quality (TXR040178)
- The City is required to regulate and properly maintain stormwater discharges from the City into US Waters under the MS-4 Permit.
- The updated Management Plan will include Master Planning for Stormwater improvements to meet the goals and objectives of the City and comply with MS-4 regulations mandated by the EPA & TCEQ.
- Application has been submitted to obtain funding by FEMA through TDEM for the Management / Master Plan with 90% Grant funding.
- Funding for the 10% City Share will come from recommended Stormwater Management Fees (to be approved), based on the current City Ordinance for Stormwater Management.
- Total Project Cost = \$935,480.00 (including 4% Contingencies)

City Engineer has reviewed and approved.

City Attorney has reviewed and approved.

Finance Director has reviewed and approved.

City Manager has reviewed and approved.



CITY COUNCIL AGENDA FORM

HISTORY:

TARGET IMPLEMENTATION: July 2025

SIGNIFICANT ACTION DATES:

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	\$93,548.00
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve submission of application for grant funding from Texas Department of Emergency Management in the amount of \$841,932.00 by Texas Department of Emergency Management under the the FEMA Hazard Mitigation Grant Program, with City share in the amount of \$93,548.00

FISCAL IMPACT: \$93.548.00

RESOLUTION NO. R-2022-0042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, ACKNOWLEDGING APPLICATION SUBMISSION TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) FOR FUNDING OPPORTUNITY PERTAINING TO A STORMWATER MANAGEMENT PLAN

WHEREAS, it is necessary to document the authorization by the City of La Marque for application submittal to the Texas Department of Emergency Management (TDEM) for a funding opportunity directly relating to Stormwater Management Plan, and;

WHEREAS, a signed copy of this resolution shall be submitted directly to the Texas Department of Emergency Management, alongside said application(s);

WHEREAS, the City of La Marque, Texas, has submitted an application for \$935,480.00

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

WHEREAS, Cesar Garcia, City Manager, be designated to represent and act for the City of La Marque in connection with the application to provide such additional information as may be requested by the Texas Department of Emergency Management.

PASSES, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the 11th day of July, 2022

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

APPROVED AS TO FORM:

Kierra K. Nance, TRMC
City Clerk

Gus Knebel
City Attorney



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

SUMMARY

Governor Abbott and the Texas Division of Emergency Management (TDEM) announce the open application period for the FEMA Hazard Mitigation Grant Program (HMGP) related to FEMA-DR-4485 (COVID-19 Pandemic). The application period will be open from December 10, 2021 through **June 30, 2022** (extended from April 29, 2022).

All entities seeking funding under this opportunity must have a FEMA approved Hazard Mitigation Plan at the time the project is submitted to FEMA for consideration and at the time an award is made except for projects to develop or update mitigation plans. An exception to this requirement may be requested on a case-by-case basis in accordance with [FEMA's 2015 Hazard Mitigation Assistance Guidance](#).

All applications must be received by TDEM through the [Grants Management System](#) (GMS) no later than **June 30, 2022 at 5:00 PM** to be considered for funding.

NOTICE OF FUNDING OPPORTUNITY (NOFO)

Hazard Mitigation Grant Program (HMGP) DR-4485 | COVID-19 Pandemic

APPLICANT ELIGIBILITY AND STATE PRIORITIES

Eligibility

- Eligible subapplicants include local governments and communities, state agencies, and private nonprofit organizations providing essential governmental services.

State Priorities and Considerations (not in priority order)

- Eligible jurisdictions within the declared counties for the disaster declaration.
- Projects that address the principal hazards associated with the disaster declaration (including requests made for assistance from the Texas State Operations Center).
- Projects that demonstrate the greatest community benefit including high Benefit-Cost-Analysis (BCA) and verifiable population directly served or benefiting from the proposed projects.
- Projects that clearly link to the subapplicants hazard mitigation plan.
- Projects that focus on multi-jurisdictional/regional/watershed/COG levels.

TIPS FOR APPLICATION DEVELOPMENT

- Develop applications in a modular format with scaled deliverables and costs so that partial funding may be considered if the full project amount is not approved.
- Be sure to submit your application to all open HMGP application opportunities and select the "share my application" section of the application to increase the opportunities for project award.
- If you have applied for other HMGP or BRIC grants but have not received an award, it is strongly suggested that you submit quality applications to every available grant opportunity.
- Demonstrate experience in managing grants as part of submission including understanding federal procurement processes and experience with FEMA's Hazard Mitigation Grant Program (HMGP).
- Contact your TDEM regional hazard mitigation grant coordinator/specialist early to assist with preparing a quality application.
- Review your Local Hazard Mitigation Plan and focus on the projects that mitigate the worst hazards in your community.

ELIGIBLE ACTIVITIES

- ✓ Property Acquisition & Structure Demolition/Relocation
- ✓ Structure Elevation
- ✓ Mitigation Reconstruction
- ✓ Dry Floodproofing Historical Structures
- ✓ Generators
- ✓ Flood Risk Reduction Projects
- ✓ Retrofitting of Existing Buildings & Structures
- ✓ Safe Room Construction
- ✓ Wind Retrofit for Family Residences
- ✓ Infrastructure Retrofit
- ✓ Soil Stabilization
- ✓ Wildfire Mitigation
- ✓ Post-Disaster Code Enforcement
- ✓ Hazard Mitigation Plans

TRAINING AND FEMA PROGRAM INFORMATION

Click on the links below to be redirected for information.

Hazard Mitigation Grant Program Information (FEMA) (Reference)

<https://www.fema.gov/grants/mitigation/hazard-mitigation>

Federal Procurement Training (Highly Recommended)

<https://bit.ly/TDEMProcurement>

Required Grant Terms and Conditions (Review Only)

<https://bit.ly/3dFpMG6>

FEMA Declared Counties Map (Reference)

<https://bit.ly/4485Counties>

CONTACT INFORMATION

Contact Information – Regional Hazard Mitigation Staff

<https://bit.ly/3EObkal>

**City of La Marque, Texas
Stormwater Management Plan
Engineering Opinion of Probable Cost**

Item Name	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate	Federal Share	Local Share
Management Costs						
Pre-Award Project Management	1	each	\$3,500	\$3,500	\$3,500	
Project Management	1	each	\$41,475	\$41,475	\$41,475	
Management Costs (cannot exceed 5% of Project Costs)				\$44,975		
Master Drainage Plan - Project Costs						
Engineering PM	1	Each	\$40,000	\$40,000	\$30,000	\$10,000
Data Collection	1	Each	\$48,000	\$48,000	\$36,000	\$12,000
Field Survey	1	Each	\$325,000	\$325,000	\$243,750	\$81,250
Existing Condition Analysis	1	Each	\$95,000	\$95,000	\$71,250	\$23,750
Proposed Condition Analysis	1	Each	\$200,000	\$200,000	\$150,000	\$50,000
Storm Network GIS Digitizing	1	Each	\$75,000	\$75,000	\$56,250	\$18,750
Proposed Improvement Plans	1	Each	\$40,000	\$40,000	\$30,000	\$10,000
Public Meetings (3)	3	Each	\$7,500	\$22,500	\$16,875	\$5,625
Stakeholder Meetings (3)	3	Each	\$3,000	\$9,000	\$6,750	\$2,250
Engineering Report	1	Each	\$45,000	\$45,000	\$33,750	\$11,250
Total Project Cost				\$899,500	\$674,625	\$224,875
				Allowable PM \$	44,975.00	

*Budget Provided by the City's Engineering Firm

Application - City of La Marque Storm Water Management Plan

Routing in Progress: Application and Plan Review; RFI (Step 2 of 22)



Deliverables

- ☐ Verified the project type matches the Scope of Work and Benefit Cost Analysis, if applicable.
- ☐ Verified the SF 424 - Application for Federal Assistance Form is attached, properly completed, signed by an appropriate authorized representative and applicant name matches the GMS applicant name.
- ☐ Completed and attached the Application Review Tool that assessed and identified applicant, project, and documentation deficiencies of the application.
- ☐ Verified the Phased Project response is correct. (application costs section).
- ☐ Reviewed the Cost Effectiveness description, as applicable and confirmed a method was selected and the required elements were completed or uploaded.
- ☐ Verified BCA includes an upload of Excel file, report, and supporting documentation.
- ☐ Reviewed EHP Guidance by Project Type and confirmed all required items have been provided.
- ☐ Confirmed Jurisdiction has a FEMA approved Mitigation Plan and that the plan expiration date and the page listing are correctly entered. and corrected, if needed.
- ☐ Verified scope of work, budget, and timeline are clear and contain elements necessary to write a plan, if a Plan project.
- ☐ Created a note listing all deficiencies and include RFI.
- ☐ Sent RFI to jurisdiction. if needed.

Grant

4485 Texas Covid-19 Pandemic

Hazard Mitigation Grant Program

Declared: August 5, 2021

Work Deadline: August 25, 2025

CFDA Number: 97.039

Applicant

La Marque

Galveston County (2 - Southeast

Texas Region Region)

UEI:

FIPS: 167-41116-00

State #: 91415 FEIN #: 74-6012995

Vendor # (Applicant): 17460129954

DUNS #: 074175282 Type: City

Physical/Mailing: 1111 Bayou Road

La Marque, TX, 77568

[View All Completed Deliverables](#)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title:	City of La Marque Storm Water Management Plan
Total Project Cost:	\$935,480.00
Eligible Amount:	\$935,480.00
Funding Sources:	Federal - \$841,932.00 State - \$0.00 Local - \$93,548.00
Subrecipient Management Cost:	\$46,774.00
FEMA Obligation Data:	Federal Number - < no value > Date of Obligation Letter - < no value > CATEX Comments - < no value > Project POP Date - < no value >

Workflow Summary

Current Step: 2) Application and Plan Review; RFI

Extended Description: A) Verify that the project type matches the Scope of Work and Benefit Cost Analysis, if applicable.

B) Verify the SF 424 - Application for Federal Assistance Form is attached, properly completed, signed by an appropriate authorized representative and applicant name matches the GMS applicant name.

C) Complete and attach the Application Review Tool to assess and identify applicant, project, and documentation deficiencies of the application.

D) Verify the Phased Project response is correct. (application costs section)

E) Review the Cost Effectiveness description, as applicable and confirm a method was selected and the required elements were completed or uploaded.

F) Verify BCA includes an upload of Excel file, report, and supporting documentation.

G) Review EHP Guidance by Project Type and confirm all required items have been provided.

H) Confirm Jurisdiction has a FEMA approved Mitigation Plan and that the plan expiration date and the page listing are correctly entered and correct, if needed.

I) Verify scope of work, budget, and timeline are clear and contain elements necessary to write a plan, if a Plan project.

J) Create a note listing all deficiencies and include RFI.

K) Send RFI to jurisdiction, if needed.

Recipients:	Mitigation Coordinator (State)
Last Advanced:	Jun 27, 2022 at 12:09 PM by Wendy Kirby
Submission:	Jun 27, 2022 at 12:09 PM by Wendy Kirby

Introduction

Summary Information

Grant: 4485 Texas Covid-19 Pandemic

Project Type: Planning- Other

Title: City of La Marque Storm Water Management Plan

Used to help identify the project. Ex: "St Thomas Bridge Reinforcement".

Applicant Information

Applicant: **La Marque**
Location: Galveston
Type: City
Mailing: 1111 Bayou Road, La Marque, TX 77568
Physical: 1111 Bayou Road, La Marque, TX 77568
FIPS: 167-41116-00
FEIN #: 74-6012995
DUNS #: 074175282
SAM Registration Expiration Date: Jul 30, 2022
SAM Registration Status: Active
Congressional District: 14
State Senate District: 11
State Legislative District: 23
Applicant Fiscal Year Ending Month: 09

Is all above information
correct and current?

Yes

Organization Unit:

City

Used to identify the department submitting the application. Ex. "Public Works"

Contacts

Primary Contact:

Suzy Kou - Finance Director

[Edit](#)

Organization: La Marque

Email Address: financedirector@cityoflamarque.org

Phone: 409-938-9205

Secondary Agent:

Cesar Garcia - City Manager

[Edit](#)

Organization: City of La Marque

Email Address: c.garcia@cityoflamarque.org

Phone: 000-000-0000

Primary Finance Contact:

Suzy Kou - Finance Director

[Edit](#)

Organization: La Marque

Email Address: financedirector@cityoflamarque.org

Phone: 409-938-9205

Certifying Official:

Keith Bell - Mayor

[Edit](#)

Organization: City of La Marque

Email Address: k.bell@cityoflamarque.org

Phone: 409-938-9202

Alternate Contacts:

Name	Title	Email	Phone	
Carolina Castro	Hazard Mitigation Project Manager	carolina@grantworks.net	512-953-8403	Edit
Sandra Simonson	Project Manager	sandra.simonson@grantworks.net	512-953-8403	Edit
Wendy Kirby	Hazard Mitigation Program Manager	wendy@grantworks.net	512-745-5856	Edit

* indicates a contact whose information may not be current or correct.

Add Alternate Contact

Planning Requirement

For all disasters declared after November 1, 2004, a community must have a FEMA approved Local Hazard Mitigation Plan in order to be eligible for HMGP. Not required for Plan or Plan Update applications.

Does your community have a current FEMA approved multi-hazard mitigation plan?

Yes

Date of Plan Approval:

Mar 12, 2017

Mitigation Plan Page:

21-15

Page on which the project/activity proposed is listed in the Mitigation Plan.

Mitigation Plan Section:

Update

Section in which the project/activity proposed is listed in the Mitigation Plan.

Does the community participate in the National Flood Insurance Program (NFIP)?

Yes

Community NFIP Status:

Participating Community

Is the community a member of good standing with the NFIP?

Yes

Date Established:

Apr 9, 1971

NFIP Number (CID):

485470A

Project Management:

- ☐ The local jurisdiction will manage the project
- ☒ The local jurisdiction plans to hire a consultant/contractor to manage the project
- ☐ Other

Project management involves planning, executing, controlling, and completing the project in order to achieve specific goals and meet specific success criteria at the specified times, while providing updates on the progress and issues

Worksheets

1 results

#	Worksheet Title	Amount	Status
3...	City of La Marque Storm Water Management Plan	\$0.00	Included

Costs

Cost Line Items

Please specify any project costs that aren't worksheet or site-specific (since those costs will be specified in the individual worksheets).

Type	Description	Qty	Unit		Price	Pre-Award	Total
Professional Services	Engineering Project Management Oversight	1	Each	\$	40,000.00	No	\$40,000.00
Professional Services	Data Collection	1	Each	\$	48,000.00	No	\$48,000.00
Professional Services	Field Survey	1	Each	\$	325,000.00	No	\$325,000.00
Professional Services	Existing Condition Analysis	1	Each	\$	95,000.00	No	\$95,000.00
Professional Services	Proposed Condition Analysis	1	Each	\$	200,000.00	No	\$200,000.00
Professional Services	Storm Network GIS Digitizing	1	Each	\$	75,000.00	No	\$75,000.00
Professional Services	Proposed Improvement Plans	1	Each	\$	40,000.00	No	\$40,000.00
Professional Services	Public Meetings	3	Each	\$	7,500.00	No	\$22,500.00
Professional Services	Stakeholder Meetings	3	Each	\$	3,000.00	No	\$9,000.00
Professional Services	Engineering Report	1	Each	\$	45,000.00	No	\$45,000.00
Professional Services	Contingency 4% for Project Costs - unforeseen cost increases	1	Each	\$	35,980.00	No	\$35,980.00
Worksheet Total							\$0.00
Application Total							\$935,480.00
Grand Total							\$935,480.00

Budget Narrative:

[Application - City of La Marque -Stormwater-... 354 KB](#)

Jun 23, 2022

The jurisdiction will ensure that all project costs are reasonable and necessary for the activity according to 2 CFR § Part 200 Uniform Administrative (URA) Requirements, Cost Principles, and Audit Requirements for Federal Awards. Please include explanation/justification for project and Subrecipient Management Cost amounts.

Subrecipient Management Cost

Will this sub-application be requesting any Subrecipient Management Cost amounts?

Opt-In

Cost Line Items

Please specify any project management costs.

Type	Description	Qty	Unit		Price	Total
Pre-Award (Mgmt Cost)	Application Prep & Submission	1	Each	\$	3,500.00	\$3,500.00
Professional Services.(Mgmt Cost)	Post-Award Project Management	1	Hour	\$	41,475.00	\$41,475.00
Professional Services.(Mgmt Cost)	Contingency PM Amount	1	Each	\$	1,799.00	\$1,799.00
Subrecipient Management Cost Total						\$46,774.00

Funding Sources

Method:

☒ By Percent ☐ By Amount

Funding Source / Other Agency

FEMA Share:

90

% \$841,932.00

State Share:

% \$0.00

Non-Federal Share - Local Share (Include In-Kind Value):

10

% \$93,548.00

Total Allocated:

100

% \$935,480.00

Subrecipient Management Cost Amount:

\$ 46,774.00

The amount of Subrecipient Management Cost requested for this Project.

Non-Federal Funding Share

List all sources and amounts utilized in the non-federal share including all in-kind services. In-kind services may not exceed 25% non-federal share. If any portion of the non-Federal share will come from non-applicant sources (donated services, private donation, etc.), attach letters of funding commitment for each non-applicant source.

Source	Name of Source Agency	Funding Source	Amount	Commitment Letter
General Funds	City of La Marque	Cash	\$ 93,548.00	

Funds Commitment Letter lists the sources and amounts utilized in the non-Federal share requirement, including all in-kind services. Funds commitment letters from non-applicant sources

Cost Effectiveness

Not required for Plan or Plan Update applications

The cost effectiveness methodology used for this project is:

- ☐ Pre-Calculated Benefits: The properties to be acquired meet the criteria for pre-calculated benefits for acquisition for structures located in Special Flood Hazard Areas (SFHA) of \$276,000 per property. If the structure, or any portion of the structure lies within the 100-year SFHA, the structure can utilize the pre-calculated benefits. This must be established with maps which show the structure's footprint delineated against the SFHA. Details of the properties can be found in the Worksheets.
- ☐ Benefit Cost Software: Cost effectiveness for this project has been calculated using the FEMA approved BCA software. The Benefit Cost Ratio has been determined to be: 0. A zip file of the BCA runs is included with this application as required documentation. Details of the properties can be found in the Worksheets. Maintenance Costs must be included in the BCA, although they are not eligible project cost line items in the application budget. Upload an assurance letter from the signature authority that tells how much annual maintenance costs will be, what position or department will be responsible for maintenance, and how often it will be performed.
- ☒ Cost Effectiveness Narrative: Provide a detailed description of the cost effectiveness indicating that there is a reasonable expectation that future damage or loss of life will be reduced or prevented.

Cost Effectiveness:

The City of La Marque is a part of the Houston- The Woodlands- Sugar Land metropolitan area. Our 2020 population was 18,861. La Marque is currently growing at a rate of 2.80% annually and its population has increased by 29.47% since the most recent census, which recorded a population of 14,568 in 2010. The City of La Marque has a high density of residential population, schools, and commercial development. Due to historical city planning in the 1970s, much of the city drains by roadside open ditches instead of an underground storm sewer system. Newer developments on the west side of the City requires includes storm sewers designed to current criteria.

The majority of the City is protected by a levee system. The areas include the majority of east side of the IH 45 and part of the west side. The major issues that has been identified is that the local roadside ditches are undersized and current capacity can't hold regular frequent storm events. In addition, most road crossing culverts and driveway culverts seem to be undersized and do not meet latest City criteria.

In order to provide flood relief to the City of La Marque, a stormwater management plan is desperately needed. An additional localized urban drainage analysis will need to be provided in conjunction with the existing riverine floodplain analysis to assist in identifying areas of concern and the most beneficial solutions.

Assure that the statement addresses that the project will: Comply with all applicable HMPG eligibility criteria and Federal, State and local laws and ordinances; Be consistent with the goals and objectives of the State (Standard or Enhanced) and local or Tribal mitigation plans; and be submitted for review with a narrative indicating there is a reasonable expectation that future damage or loss of life or injury will be reduced or prevented by the activity.

Budget Estimating

The method used to estimate project costs other than replacement costs is:

- ☒ Estimates were obtained from construction contractors and similar vendors
- ☐ Historical data from previous projects/activities were utilized with an inflation factor if necessary
- ☐ Other

Note: Generators that are being used to replace existing units are required to show an increased level of mitigation, such as higher power rating or fuel source that does not require human interaction, i.e. Propane vs. Diesel

Budgeting Method

	Engineer's Budget Method Justification 77 KB	On Jun 24, 2022 by Wendy Kirby
--	--	--------------------------------

Provide backup documentation for method used

Timeline

Project Milestones

Total # of weeks for entire project:

166

Timeline

Insert the proposed work schedule in phases, i.e., data gathering, risk assessment, etc. This timeline will used as a measurement tool for progress in the plan development and will be reported on quarterly. It will be the basis used to justify delays or extensions, if necessary, and should be estimated carefully.

Task Description	Start Day	End Day
Task 1 - Engineering Project Management and Oversight	1	540
Task 2 Award Letter & Kickoff Meeting	1	90
Task 3 - Data Collection	91	180
Task 4 - Field Survey	91	180
Task 5 - Existing Conditions Analysis	181	270
Task 6 - Proposed Condition Analysis	271	360
Storm Network GIS Digitization	361	540
Proposed Improvement Plans	451	630
Public Meetings	451	630
Stakeholder Meetings	451	630
Engineering Reports	451	810
TDEM - FEMA Review	811	990
Project Closeout	991	1170

Certifications

Certifications

Would you be willing to accept a reduced federal share or scale your project if there are funding limitations? This is highly recommended due to the limited federal funds available.

- ☐ Yes
- ☒ No

If this application is not selected for funding for the FEMA Hazard Mitigation Grant Program/Building Resilient Infrastructure and Communities (BRIC) programs, but may be eligible for other grant funding through TDEM or other partner agencies, do you wish to have TDEM share your information for consideration in other grant opportunities?

- ☐ Yes - I acknowledge my application will need to meet the requirements of other grant opportunities offered and I will still need to make application. I understand that selecting "yes" does NOT eliminate the need for me to separately apply for other grant opportunities.
- ☒ No

Certification

	ApplicationCertification1CC336 126 KB	On Jun 27, 2022 by Wendy Kirby
--	---	--------------------------------

Certification Template

Please download the template, sign and date, then upload the signed Certification document.

Application for Federal Assistance (SF-424):

	SF424B-V1.1_La Marque (1) 206 KB	On Jun 27, 2022 by Wendy Kirby
	SF424_4_0-V4.0_La Marque (1) 222 KB	On Jun 27, 2022 by Wendy Kirby

Template is available to download in the Document Templates section at the bottom of this screen.

Grant Terms and Conditions:

	GrantsTermsConditions-Signed 537 KB	On Jun 24, 2022 by Wendy Kirby
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Template is available to download in the Document Templates section at the bottom of this screen.

Planning Activities

- ☒ The jurisdiction understands that the planning activities described within will result in a FEMA-approved multi-hazard mitigation plan.

Certified by Wendy Kirby on Jun 24, 2022 8:02 am

Notes & Comments

There are currently no notes.
[Be the first to add one](#)

La Marque Stormwater																																						
Approx Roadside Ditch			100.00 miles																																			
Total Stormsewer			Unknown miles																																			
			Timeline (Months)																																			
Tasks	Description	Cost	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
1	Project Management - Engineering Oversight	\$40,000.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X						
2	Award Letter and Kickoff Meeting		X	X	X																																	
3	Field Survey	\$325,000.00			X	X	X	X	X	X																												
4	Data Collection	\$48,000.00				X	X																															
5	Hydrologic Modeling	\$95,000.00					X	X	X																													
6	Hydraulic (1D/2D) Modeling	\$200,000.00							X	X	X	X	X	X	X																							
7	Storm Network GIS Digitizing	\$75,000.00										X	X	X	X	X	X	X																				
8	Proposed Improvement Plans	\$40,000.00																X	X																			
9	Public Meetings (3)	\$22,500.00																					X	X	X	X												
10	Stakeholder Meetings (3)	\$9,000.00																								X	X	X										
11	Engineering Report	\$45,000.00																												X	X							
12	Project Closeout	\$0.00																														X	X					
	Total	\$899,500.00																																				

1	Project Management	29 months
2	Award Letter and Kickoff Meeting	3 months
3	Field Survey	5 months
4	Data Collection	2 months
5	Hydrologic Modeling	3 months
6	Hydraulic (1D/2D) Modeling	6 months
7	Storm Network GIS Digitizing	2 months
8	Preliminary Design Improvement Plans	5 months
9	Public Meetings (3)	3 months
10	Stakeholder Meetings (3)	3 months
11	Engineering Report	2 months
12	Project Closeout	0
	36 months total	



**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application may be subject to disclosure under the Public Information Act.

Please type or print information:

Name: Jackie Pennington
Home Address: 924 Cypress
City: La Marque Zip: 77568 (must be a La Marque resident at least 12 months)- unless applying for membership to the Planning and Zoning Commission which requires -

Must provide two (2) forms) of residency authentication: Resident Authentication provided: Submitted MAY 2022

Home Telephone: # Cell: 4097392624 E-mail: jpenn66@yahoo.com

Board Preference 1: Civil Service Commission

Board Preference 2: (open)

Profession: Retired nurse

Special Knowledge or Experience applicable to City Board/Commission function:

Served in LEO, past County Jail nurse, long time interest in PD.

Other Information (Civic Activities): _____

I certify under penalty of perjury that the foregoing information is true and correct.

Signature: [Signature]

Date: 6/15/22

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

CITY COUNCIL AGENDA FORM

Meeting Date: July 11, 2022

Prepared by: David Merryman

Department: FIRE Department

Agenda item:

Reviewed by:

AGENDA ITEM DESCRIPTION:

Discussion possible action relating to authorizing the posting of an RFP for Emergency Medical Billing

X

ATTACHMENTS FOR REFERENCE

1. RFP attached for review

STAFF BRIEFING:

The La Marque Fire department has to transition to a new report management software and in order to streamline our reporting and improve EMS collections we have drafted an RFP for billing services to compare our current contract with we have been in since 2015 to current rates and efforts available on market currently.

HISTORY:

The La Marque Fire department currently utilizes R1 an EMS billing and software company. The current company is based in Florida and uses automated billing practices and has been under contract since 2015 when a 3 year with 2 automatic 1 year renewals was signed and In 2020 the same was signed by city manager at time. That contract expires Jan of 2023.

TARGET IMPLEMENTATION: October 1st , 2022

SIGNIFICANT ACTION DATES:

RFP posted

July 13th, 2022

Pre proposal Conference

July 18th, 2022 10:00 a.m.

Deadline for Questions

July 20th, 2022 2:00 p.m.

Submittal deadline

July 27th, 2022 10:00 a.m.

Cost Details:	
Budgeted	
Actual Bid	
Estimated	



CITY COUNCIL AGENDA FORM

ACTION:

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

Expenditure	
Acct.	
Name(s)	
Line Item #	
Other Funding	N/A

STAFF'S RECOMMENDATION:

Authorize the staff to put out RFP for EMS Billing services

FISCAL IMPACT: none at this time



City of La Marque Fire Department

REQUEST FOR PROPOSAL

Proposal Reference Number: RFP# 22-02

Project Title: Emergency Medical Service Billing and Collections

Proposal Closing Date: 10:00 A.M.(CST), Thursday, July 27, 2022

No Proposals submitted after the above deadline will be accepted.



KEY EVENTS SCHEDULE

PROJECT NAME:

Emergency Medical Billing and Collections

ISSUANCE OF RFP

July 13, 2022

**PRE-PROPOSAL
CONFERENCE:**

10:00 A.M (CST), Monday, July 18, 2022

Via zoom:

<https://us06web.zoom.us/j/83044324912?pwd=NUNJYzVaQVFwdlNNbHAyMXczZ1Q1QT09>

There will be registration at the pre-proposal meeting. The pre-proposal conference will allow all Proposers an opportunity to ask representatives relevant questions and clarify provisions of this RFP.

DEADLINE FOR QUESTIONS

2:00 P.M (CST), Wednesday, July 20, 2022

All questions will be answered in the form of an addendum, after the question deadline. All questions related to this RFP are to be directed to the following link: [Upload Questions Here](#)

SUBMITTAL DEADLINE:

10:00 A.M (CST), Wednesday, July 27, 2022

SUBMITAL REQUIREMENT:

Electronic submittals required
Upload Submittal Here

TERM OF SERVICE/PROJECT:

A three (3) year agreement with an option to automatically renew for two (2) additional years in one (1) year increments

**City of La Marque
Council Award**

A final determination will be made at a future City of La Marque Council meeting. City of La Marque reserves the right to reject any and all request for proposals and waive any and all formalities and conditions.



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CITY OF La Marque
REQUEST FOR PROPOSALS #2022-02
EMERGENCY MEDICAL SERVICE BILLING And COLLECTIONS

A. INTRODUCTION

1. The City's primary objective with regard to EMS billing and collection of fees is to maintain the highest standard of service and professionalism in communications with the public while maximizing net revenue to the city. The City intends to select a Billing agency experienced in field data billing software and hardware, EMS billing and collections.
2. Proposals are invited from all interested and qualified companies (Proposers) to provide billing and collection services for EMS fees charged to individuals for services rendered. Specifically, the City is soliciting proposals for the services of a Contractor to bill and collect all fees incurred after the award of the RFP.
3. The successful Contractor will assume complete responsibility for their own billing system, including all necessary equipment, training, and technical support; and for receiving and translating transport records from the City's system into collectible accounts. This process includes locating and billing EMS service recipients, individual and/or third-party clients, filing and collecting from Medicare/Medicaid, private insurance claims and receiving and processing payments (including prompt notification to the City regarding refunding of duplicate payments or overpayments).

The contract will also require reporting delinquent accounts to the city; resolving fee-related inquiries and complaints from EMS users, negotiating payment plans and reporting all such activity to the City with the necessary supporting documents.

B. BACKGROUND (CURRENT OPERATIONS)

1. EMS CALL DATA

The City's EMS calls for service are shown in the Table below:

EMS CALL DATA	
YEAR	EMS CALLS
2021	3,503
2020	2,722

On average, 60% of all calls result in transport to the nearest hospital. The department transports to any of four (4) area hospitals: HCA Clear Lake, HCA Mainland, UTMB-Clear Lake and UTMB Galveston.

The La Marque Fire department averages two hundred ninety-one (291) billable calls per month.

2. FISCAL YEAR

The City's Fiscal Year (FY) is October 1st through September 30th of the following year.



3. DEMOGRAPHICS

DEMOGRAPHIC CRITERIA		PAYOR MIX
2021 Estimated Population	18,861	
Median Age	39 years	
Median Income	\$50,464	
Mean Income	\$68,953	
Residents in Poverty (15.54%)	2,811	Medicaid
Residents over 65 years of age (14%)	2,547	Medicare + Supplemental
# Residents with private or public insurance	14,587	Insurance
# Residents without insurance (22.66%)	4,273	Private Pay

Data retained from [La Marque, Texas Population 2022 \(Demographics, Maps, Graphs\) \(worldpopulationreview.com\)](#)

4. ADOPTED BILLING CHARGE MASTER

Basic Life Support Transport (BLS)	\$1,450
Advanced Life Support Level 1 (ALS 1)	\$1,450
Advanced Life Support Level 2 (ALS 2)	\$1,450
BLS Disposables – Flat Rate	\$ 000
ALS Disposables – Flat Rate	\$ 000
Oxygen	\$ 000
Treat – No Transport	\$ 250
Ground Mileage/Per Mile	\$ 18

C. SCOPE OF SERVICES

1. The City desires to contract with a qualified Texas based firm to provide emergency medical transport billing and collection services, providing a systematic and standardized recovery process for services. The City desires a seamless method for cost recovery to serve its citizens and staff as well as insurance providers.
2. The Proposer will perform analysis of the field data and submit reports as required by this RFP.
3. Data collected will be available to the City of La Marque for review, correction and quality assurance purposes via the internet.
4. The City requires all services necessary to bill and recover fees be provided in a professional, non-aggressive manner, protecting confidential information and acting in a respectful manner to all parties involved. Additionally, all records, tracking and reporting must be reliable, detailed and accurate.
5. The length of this contract shall be for 3 years with the option of two (1) year extensions.

D. GENERAL REQUIREMENTS

1. The City prefers a Proposer with significant EMS billing/collection experience and is capable of face- to-face meetings when desired.
2. The Proposer will be NEMSIS III (National EMS Information System) Gold Compliant.
3. The successful Proposer must currently have a software interface with the ePCR Company and must have significant experience and knowledge of the data transfer with the respondent's billing software.
4. The successful Proposer shall accept receipt of the patient data necessary for billing. The data will come from an ePCR system compatible with ESO Solutions. It is an option that the Proposer provide hardware and software for the field collection of EMS patient and billing data, and that the Proposing Agency shall receive this information via secure internet connections in order to increase the speed and efficiency of fee processing and claims submittal.



5. The successful Proposer will be furnished with the EMS chart summaries electronically.
6. The successful Proposer will provide a continual review of Medicare, Medicaid, and insurance company policies, procedures, and changes and immediately incorporate new requirements or changes into the collection effort while making appropriate recommendations to maximize recoveries for the City.
7. The successful Proposer will adhere to and implement current privacy standards of Health Insurance Portability and Accountability Act (HIPAA) requirements; follow national electronic data interchange (EDI) standards; and use national standard codes, such as, Healthcare Common Procedural Coding System (HCPCS), and Current Procedural terminology (CPT).
8. The successful Proposer will comply with all requirements of the Texas EMS and trauma Registries and comply with all requirements and rules of the Texas Data Reporting Requirements. (Health and Safety Code, Title 2, Chapter 92, Subchapter A and Texas Administrative Code, Title 25, Part 1, Chapter 103)
9. The successful Proposer will ensure that personnel handling the City of La Marque account are certified in ICD-10-PCS coding.
10. Ability to allow agency access to patient account status, filing dates, insurance payment data information in real time on-line access.
11. The successful Proposer must be prepared with a seven (7) day notice to allow the City to conduct a complete on-site financial/process review audit.

E. EVALUATION CRITERIA

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

1. ABILITY TO PERFORM REQUIRED SERVICES – 40 POINTS

- Strong working knowledge of billing practices, opportunities and/or challenges in the State of Texas
- Experience in EMS billing and collections

2. UNIQUE FEATURES OR FUNCTIONS OF YOUR PROPOSAL – 20 POINTS

3. QUALITY OF REFERENCES – 10 POINTS

4. FEES – 25 POINTS

5. OVERALL RESPONSIVENESS TO RFP/QUALITY OF PROPOSAL – 5 POINTS

- The responses by the Proposer shall follow the outline as noted in Section G., Items 1-33.

F. EVALUATION PROCESS

Each proposal will be reviewed, evaluated, and scored as part of the formal selection process. Each proposal will be reviewed independently based solely on the merits of the proposal. All proposals will be evaluated based on product reliability and ease of use, reference checks, and all federal and state compliance issues. The City will not award this proposal based solely on financial considerations; All components will be considered.

G. PROPOSAL RESPONSE

In order to be considered responsive, the Proposer shall submit with their proposal such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner. Such documentation shall consist of no less than the following:



1. Provide a brief profile of your company to include but not limited to personnel, years involved in the industry, other areas of expertise, and Texas EMS provider customers with the size of their service.
2. Provide your specific experience in billing ambulance fees, including any information on billing for other similar governmental agencies. Include your length of time in the ambulance billing business.
3. Provide your service offering, benefits, and specific knowledge related to Texas-based EMS billing and electronic patient records.
4. Describe how you currently submit claims electronically to Medicare, Medicaid, and major private insurance companies.
5. How many bills does your company per year generate?
6. What is your turnaround time to process a bill for Medicare, Medicaid, self-pay or private insurance?
7. Discuss your quality assurance process and those firm processes that you feel generate increased collections.
8. Describe your process for evaluating and addressing outstanding accounts receivables from previous years, and anticipated outcomes and typical best practice results from your process.
9. What methods do you use to communicate with the provider?
10. Can customized reports be created based on specific criteria?
11. Describe your process to stay current on Medicare/Medicaid changes.
12. Describe the City's capabilities to see financial data in real time, including the ability to allow the city access to patient account status and other similar information in real time online access.
13. Describe how are you currently compliant with HIPAA and identify theft protection?
14. Explain the process if an ePCR is missing information such as patient's demographics, insurance, MOT, PCS, and other related information needed to submit a bill.
15. How do you handle any discrepancies noted in an ePCR?
16. Describe the policies and commitments you have in place to comply with all Federal and State laws governing insurance billing requirements.
17. Describe your policy and commitment toward providing superior customer service, including training and monitoring of your employees' performance.
18. Describe the training and certifications that are required for insurance coders in your company.
19. Do you provide support during normal business hours by phone and/or on-line? What are your hours of operation?
20. How many account representatives, coders and/or supervisors will be dedicated specifically to City accounts?
21. Describe the process used when your office receives a request for records by a lawyer or private citizen.
22. Has your company been the subject of an investigation and found guilty in a fraud or abuse case? If yes, what was the outcome?



23. Have you provided billing services for a company that has been found guilty in a fraud or abuse case? If yes, what was the outcome?
24. Describe the process for remitting collections to the City and a typical schedule per month for submitting those collections.
25. Describe how a patient's credit card transaction is secure from fraudulent activity.
26. Do you have Cyber Liability and Data Breach Response Declarations of Coverage? If so, what are your limits?
27. Describe your policy and commitment toward providing superior customer service; including training and monitoring of your employees' performance.
28. Describe how customer payments are received and how disbursements are to be handled.
29. Describe any network/Internet connectivity and bandwidth requirements including any special software requirements.
29. Describe how data is backed up and how the backups are tested (recovery testing).
30. Detail your technical support capabilities and response times to problems.
31. Do you have Errors and Omissions Liability Insurance coverage? If so, describe your coverage limits?
32. What is your General Liability coverage per occurrence?

33. FEES/PRICING

Please include details for the pricing model offered as well as a projection of revenue generated for three (3) years and provide basis and assumptions.

34. REFERENCES

A minimum of three (3) references must be submitted with each bid.





ATTACHMENT A

TERMS AND CONDITIONS

MULTIPLE CONTRACTORS

The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City. In compliance with 2 CFR 200.321(b)(3), the City will consider dividing the total project requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. In compliance with 2 CFR 200.321(b)(4), the City will consider establishing alternate delivery schedules to encourage participation by small and minority businesses, and women's business enterprises.

DOCUMENTATION

Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION

The city is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS

Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS

City staff may choose to meet with representatives of top-rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor. Vendors will be chosen according to **Texas Local Government Code 252.043 (h)**. *If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.*

After receipt of the proposals, City of La Marque will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

COSTS TO SUBMIT

The City of La Marque will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.



INSURANCE REQUIREMENTS

Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Proposer.

- A. **WORKER'S COMPENSATION INSURANCE** as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- B. **EMPLOYERS LIABILITY INSURANCE** protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- C. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence.
- D. **EXCESS LIABILITY INSURANCE** Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- E. **PERFORMANCE BOND AND PAYMENT BOND, IF REQUIRED**, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addendum. Sole issuing authority of addendum shall be vested in the City of La Marque city secretary. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.ci.la-marque.tx.us/Bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addendum Acknowledgement form found within this document.

LATE PROPOSALS

Proposals received by the city after the submission deadline will not be considered void and unacceptable. City of La Marque is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office, City of La Marque, City Hall, shall be the official time of receipt.

ALTERING PROPOSALS

Proposals cannot be altered or amended after submission deadline. Any alterations or amendments made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD

The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

BECAUSE THE CITY IS A GOVERNMENTAL ENTITY THAT MUST FOLLOW STATE AND FEDERAL LAWS AND HAS AN OBLIGATION TO PROTECT ITS TAXPAYERS, THE CITY REQUIRES THAT CERTAIN TERMS BE INCLUDED IN THE CONTRACT THAT RESULTS FROM THIS SOLICITATION. YOUR RESPONSE TO THIS SOLICITATION IS AN OFFER TO CONTRACT WITH THE CITY BASED



ON THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THIS SOLICITATION. IF ANY OF THE MANDATORY CONTRACT TERMS ARE UNACCEPTABLE TO YOU, PLEASE DO NOT RESPOND TO THIS SOLICITATION.

CONFLICTING PROVISIONS

The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract or document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS

The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

INDEMNIFICATION

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

CONFIDENTIALITY

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the City and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the City after the contract has been awarded, the City will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

GOVERNING LAW AND VENUE

Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171



ETHICS

The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of La Marque. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of La Marque, including affiliations and business and financial relationships such persons may have with City of La Marque officers.

By doing business or seeking to do business with the City of La Marque, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.





ATTACHMENT B TEXAS GOVERNMENT CODE REQUIREMENTS

TEXAS GOVERNMENT CODE, CHAPTER 2252

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

TEXAS GOVERNMENT CODE, CHAPTER 2271

By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority -owned subsidiary, parent company or affiliate of the bidder: (1) boycotts Israel, or (ii) will boycott Israel through the term of the contract the subject of this bid, which shall begin as of the time accepted by the City and shall end as of the end of the termination of the contract the subject of this bid. The terms "boycotts Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.





CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an "unsworn declaration".

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.



The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education
- An interagency contract of a state agency or an institution of higher education
- A contract related to health and human services if:
 - The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.



Demographics Report - Summary 2020 Census Voting Age Population

Plan Last Edited on: 6/21/2022 1:51:48 PM

District	Total VAP*		Hispanic % of Total VAP	Non-Hispanic Anglo % of Total VAP	Non-Hispanic Black % of Total VAP	Non-Hispanic Asian % of Total VAP	Non-Hispanic Other % of Total VAP
1	3,759		24.08%	23.54%	47.59%	2.05%	2.53%
2	3,318		24.44%	49.40%	19.59%	2.74%	3.89%
3	3,506		27.61%	46.61%	20.65%	1.28%	3.88%
4	3,476		27.56%	35.56%	33.77%	0.55%	2.50%
	14,059		25.91%	38.37%	30.85%	1.65%	3.18%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

Plan Name: La Marque City:Council Districts - Plan B



Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 6/21/2022 1:51:48 PM

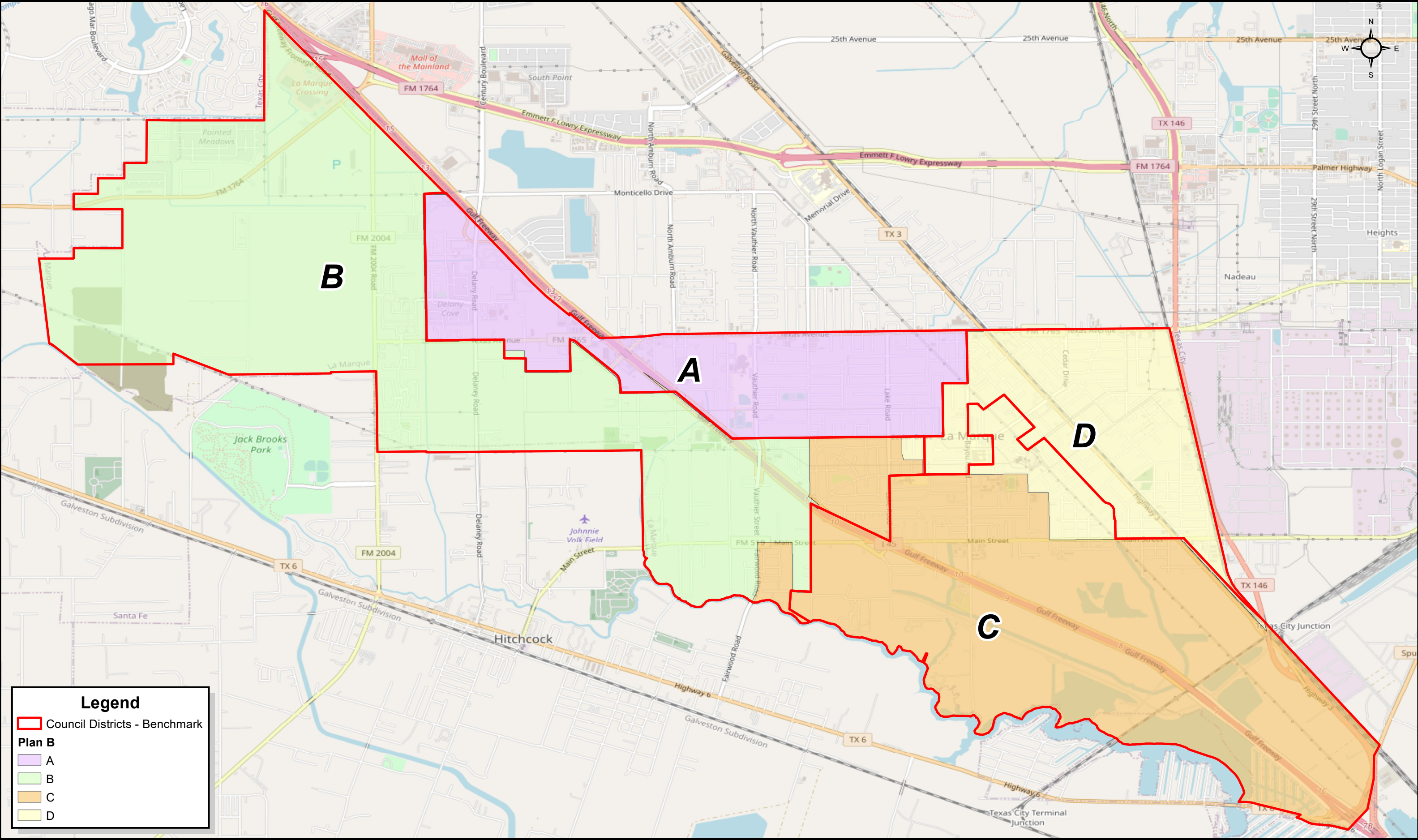
District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Total Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	4,883	4,611	5.90%	1,299	26.60%	1,070	21.91%	2,257	46.22%	87	1.78%	11	0.23%	7	0.14%	8	0.16%	133	2.72%
2	4,549	4,611	-1.34%	1,227	26.97%	2,152	47.31%	871	19.15%	119	2.62%	4	0.09%	19	0.42%	10	0.22%	145	3.19%
3	4,467	4,611	-3.12%	1,370	30.67%	1,864	41.73%	1,005	22.50%	54	1.21%	17	0.38%	0	0.00%	29	0.65%	129	2.89%
4	4,545	4,611	-1.43%	1,386	30.50%	1,473	32.41%	1,509	33.20%	21	0.46%	8	0.18%	4	0.09%	15	0.33%	127	2.79%
TOTAL:	18,444			5,282	28.64%	6,559	35.56%	5,642	30.59%	281	1.52%	40	0.22%	30	0.16%	62	0.34%	534	2.90%

Ideal Size: 18444 / 4 = 4611

Total Population: 18,444

Overall Deviation: 9.02%

Some percentages may be subject to rounding errors.



0 0.25 0.5 1
Miles
Created:6/21/2022

City of La Marque
Council Districts - Plan B

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Data Source: Roads, Water and other
features obtained from the 2020
Tiger/line files, U.S. Census Bureau



Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 6/21/2022 1:51:48 PM

District	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
1	4,883	4,611	5.90%	26.60%	21.91%	46.22%	1.78%	3.26%
2	4,549	4,611	-1.34%	26.97%	47.31%	19.15%	2.62%	3.91%
3	4,467	4,611	-3.12%	30.67%	41.73%	22.50%	1.21%	3.92%
4	4,545	4,611	-1.43%	30.50%	32.41%	33.20%	0.46%	3.39%

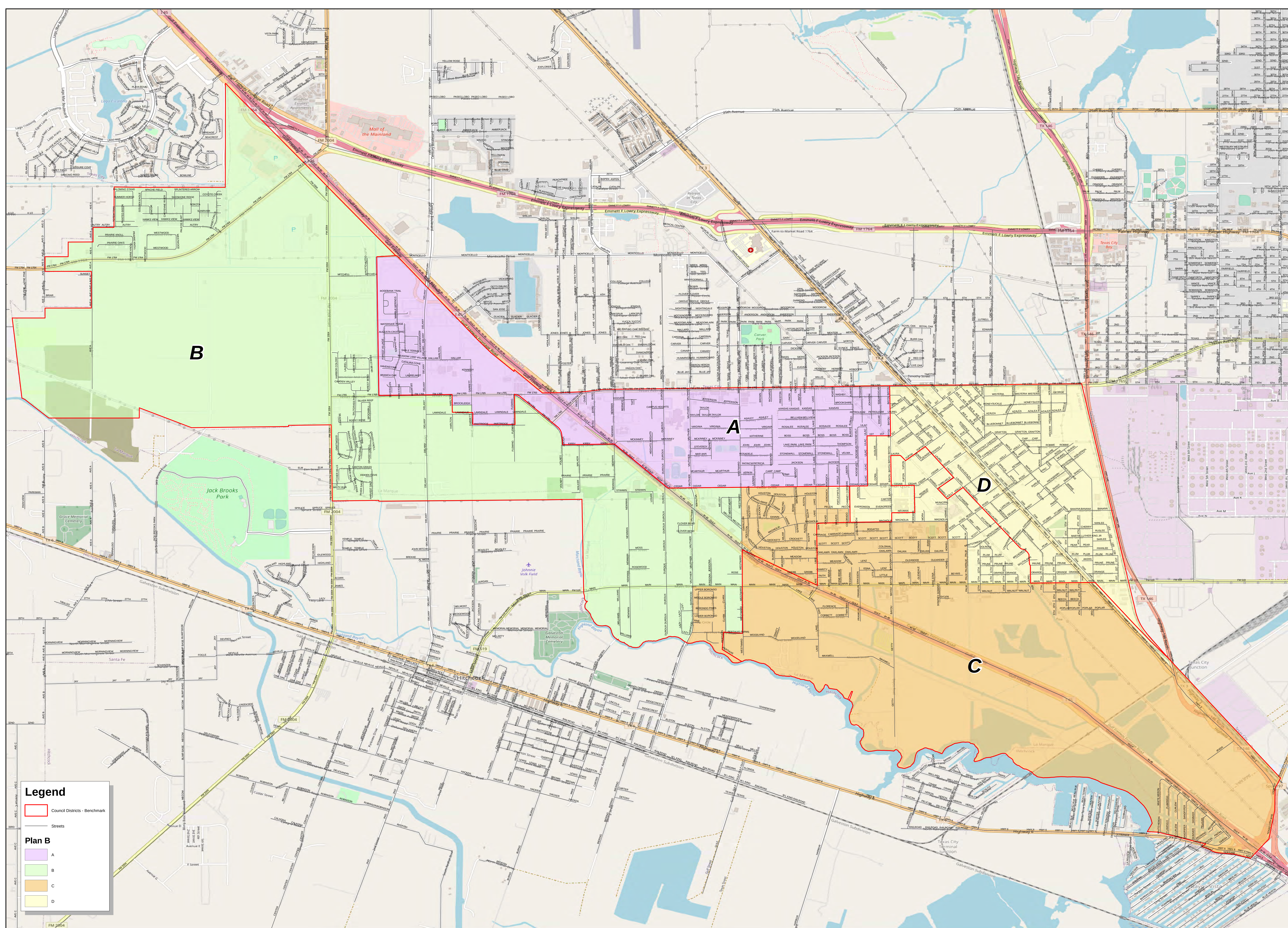
TOTAL: 18,444 28.64% 35.56% 30.59% 1.52% 3.61%

Ideal Size: 18444 / 4 = 4611

Total Population: 18,444

Overall Deviation: 9.02%

Some percentages may be subject to rounding errors.



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Created: 6/21/2022

Background Image: ESRI Open Street Map

City of La Marque Council Districts - Plan B

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Data Source: Roads, Water and other
features obtained from the 2020
Tiger/line files, U.S. Census Bureau



Plan Name: La Marque City: Council Districts - Plan B
Demographics Report - Detailed 2020 Census Voting Age Population

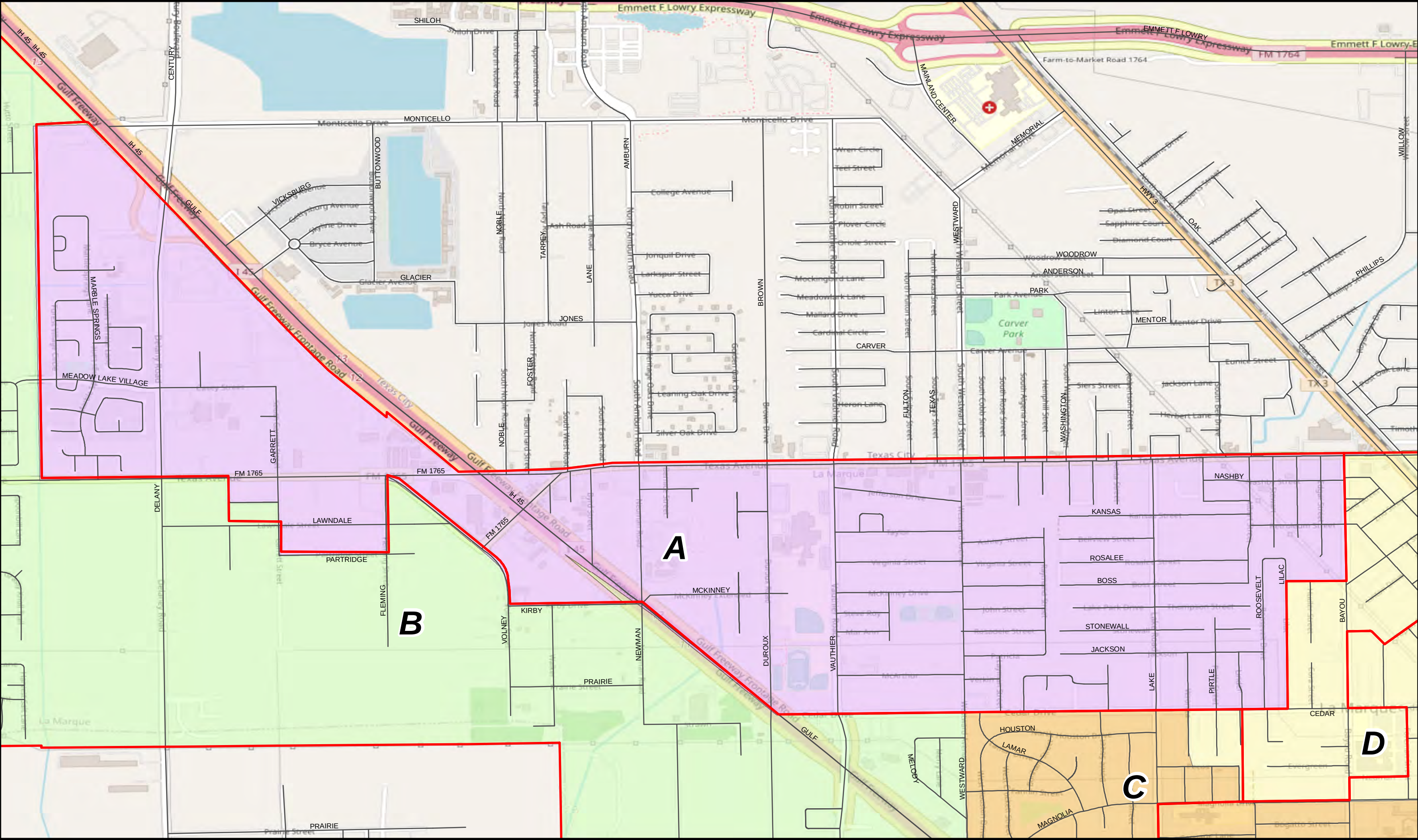


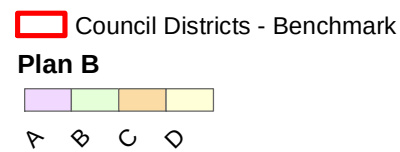
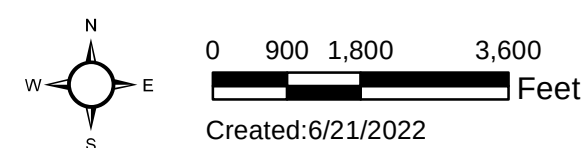
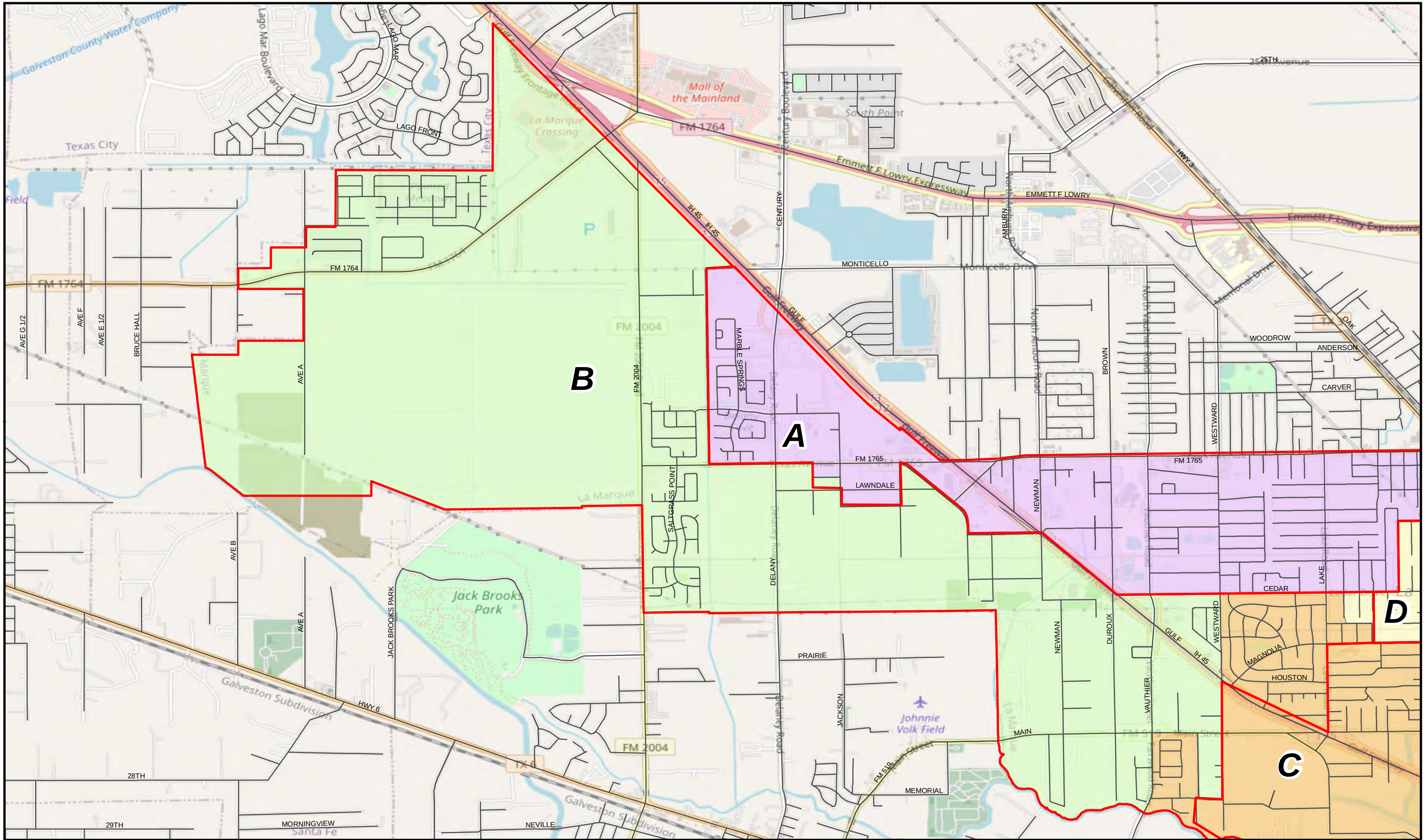
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District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	3,759	905	24.08%	885	23.54%	1,789	47.59%	77	2.05%	11	0.29%	7	0.19%	5	0.13%	72	1.92%
2	3,318	811	24.44%	1,639	49.40%	650	19.59%	91	2.74%	3	0.09%	16	0.48%	5	0.15%	105	3.16%
3	3,506	968	27.61%	1,634	46.61%	724	20.65%	45	1.28%	16	0.46%	0	0.00%	18	0.51%	102	2.91%
4	3,476	958	27.56%	1,236	35.56%	1,174	33.77%	19	0.55%	6	0.17%	4	0.12%	9	0.26%	68	1.96%
TOTALS:	14,059	3,642	25.91%	5,394	38.37%	4,337	30.85%	232	1.65%	36	0.26%	27	0.19%	37	0.26%	347	2.47%

* VAP - Voting Age Population

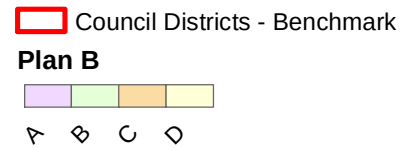
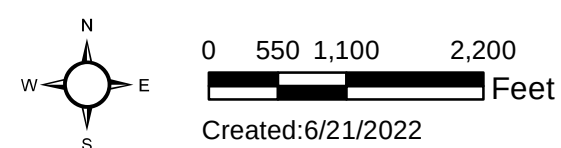
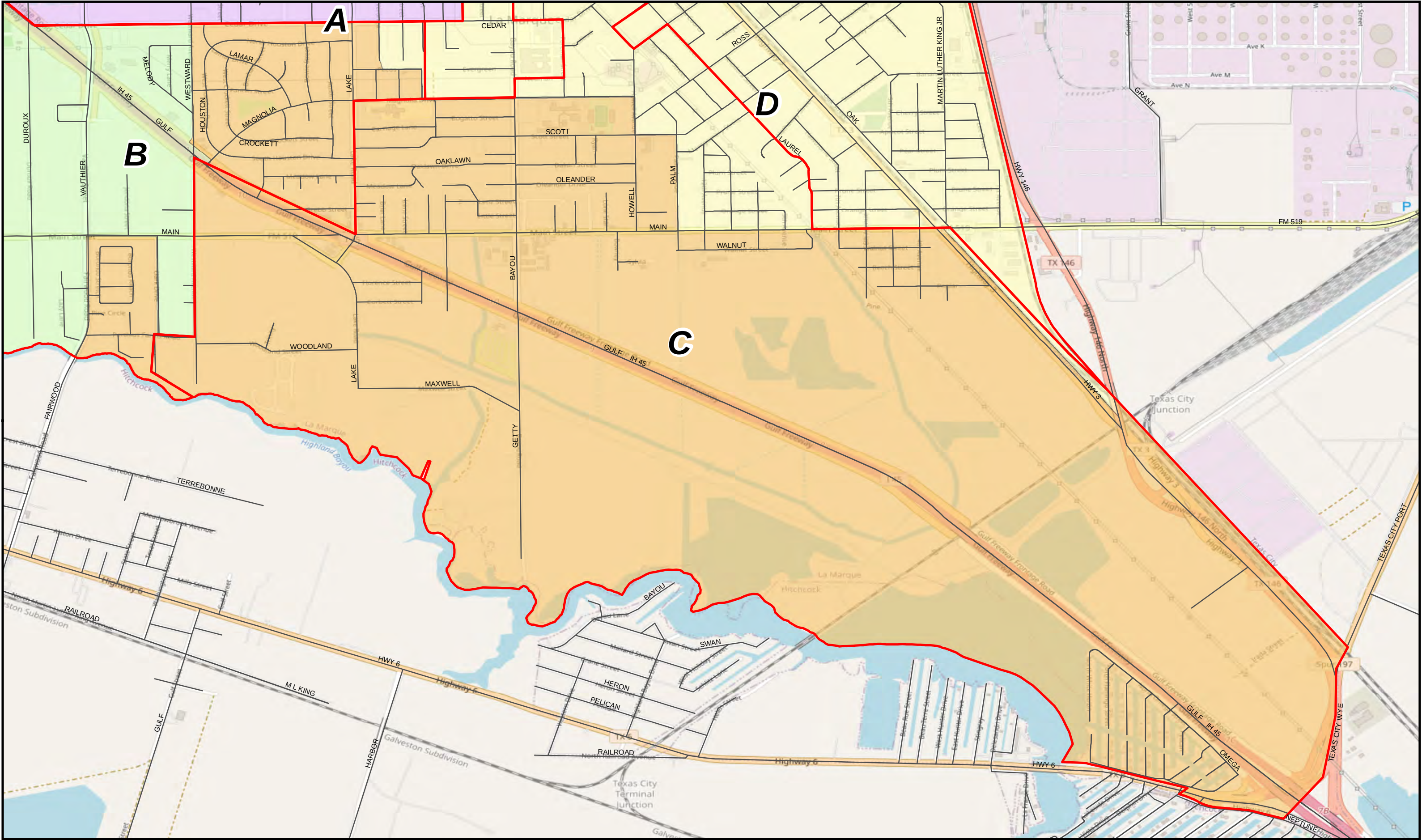
Some percentages may be subject to rounding errors.





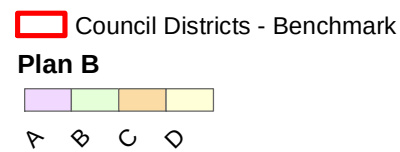
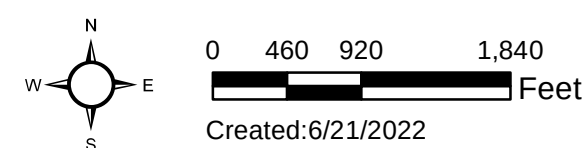
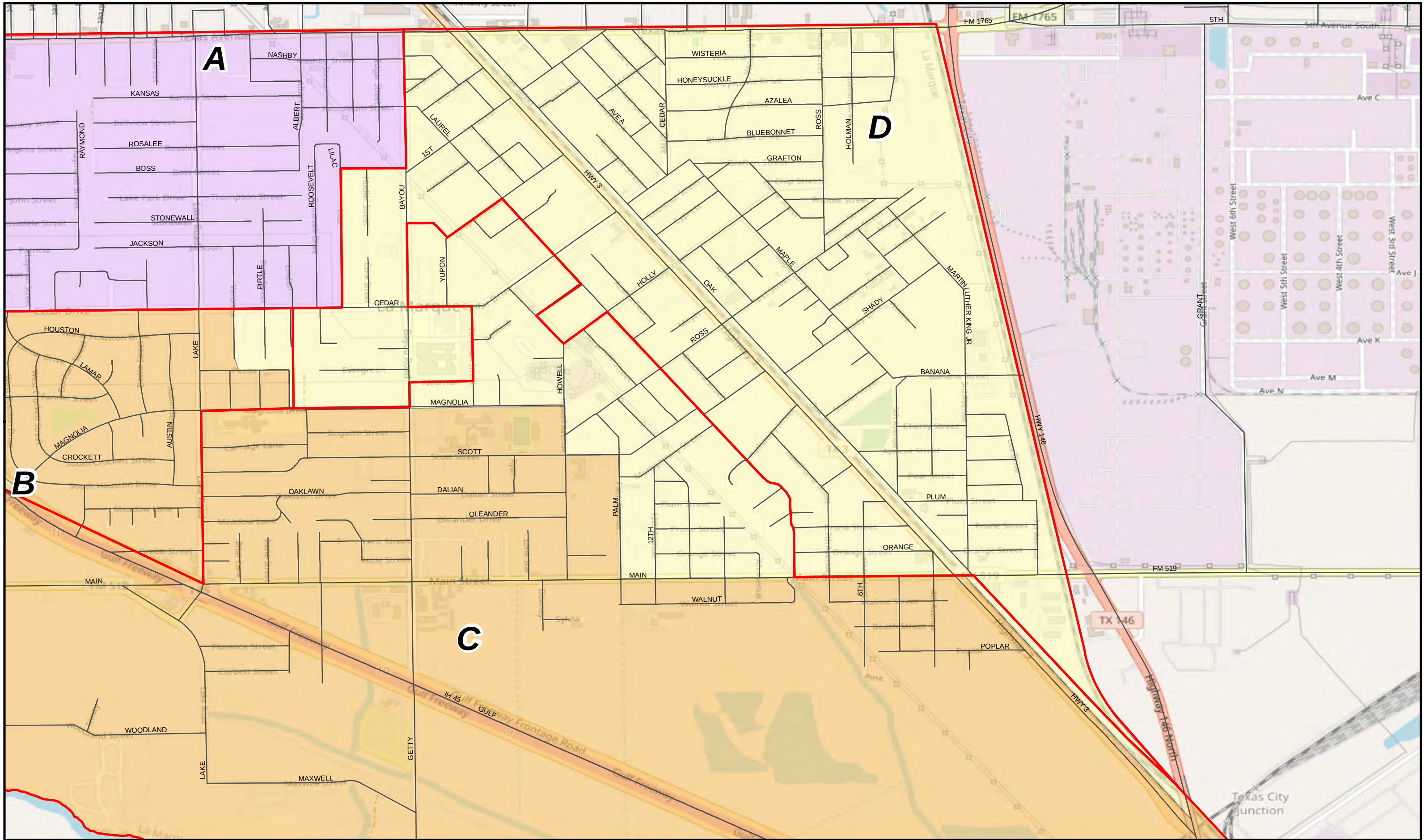
City of La Marque

Plan B - Council District B



City of La Marque

Plan B - Council District C



City of La Marque

Plan B - Council District D

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Existing Council Districts do not match 2020 Census Block data



FREE
Backpack & Supplies
While they Last!



FREE



LULAC MAINLAND #22

Back To
SCHOOL
EVENT



FREE Hair Cuts



Aug. 6th
10am-2pm

La Marque **Bayou Fest**



SATURDAY, OCTOBER 15, 2022

**KIDS'
FISHING
TOURNAMENT**
STARTS AT 8:30AM

**MUTTON
BUSTIN'**
STARTS AT 12:00PM

BBQ COOK-OFF

**CRAFT VENDORS
KIDS' ACTIVITIES
FOOD TRUCKS
FREE CONCERTS**

PUMPKIN CARVING CONTEST
FROM 9:00AM-1:00PM

FIREWORKS SHOW AT 10:00PM

**HIGHLAND BAYOU PARK
I-45 SOUTH, EXIT 10**



lamarquebayoufest.com



**Scan QR code for
more Bayou Fest info**