

AGENDA

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Public Hearing/Regular Meeting on Monday, August 27, 2012 at 6:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

(4) MINUTES

- a. Public Hearing/Regular City Council Meeting, August 13, 2012
- b. Workshop Meeting, August 23, 2012

(5) CITIZEN'S PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). In compliance with Texas Open Meeting Act the City Council 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.

(6) PUBLIC HEARING

- a. Public Hearing –Proposed Budget FY 2012-2013

(7) PRESENTATION

- a. Shaun Hodge, P.L.L.C., Law Offices of A. Craig Eiland, P.C., and Tylka Law Center, P.C. Attorney legal services in seeking damages, compensation and other relief arising from windstorm damage caused by Hurricane Ike

(8) NEW BUSINESS

- a. Discussion/possible action – authorizing an amendment to the agreement with the Texas Department of Public Safety (DPS) for the Failure to Appear (FTA) program
- b. Discussion/possible action – authorizing the City Manager to negotiate an agreement between the City of La Marque and Republic Services, Inc. for refuse services

(9) CITY MANAGER REPORT – No Council Action Necessary

(10) REQUESTS AND ANNOUNCEMENTS

- a. Requests by Mayor and Council Members for items to be placed on future City Council agendas and announcements on city events/community interests

(11) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas before 6:00 p.m. on this 24th day of August 2012

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development)

Zina Tedford, City Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-9203, or Fax (409) 935-0401, or e-mail cityclerk@ci.la-marque.tx.us for further information.

MINUTES
PUBLIC HEARING/REGULAR
August 13, 2012

(1) CALL MEETING TO ORDER

Mayor Hocking called the meeting to order at 6 p.m.

(2) ROLL CALL

PRESENT:

Councilmember Brown

Councilmember Trube

Councilmember Osteen

Mayor Pro-Tem Bell

Mayor Hocking

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Bell led the Invocation and Mayor Hocking followed with the Pledge of Allegiance to the Flag.

(4) MINUTES

a. Public Hearing/Regular City Council Meeting, July 23, 2012

Councilmember Trube made a motion to approve the minutes of the Public Hearing/Regular City Council Meeting, July 23, 2012. Councilmember Osteen seconded the motion. The minutes were approved as written.

(5) CITIZEN'S PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). In compliance with Texas Open Meeting Act the City Council 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.

W. L. Bunch, 210 Byrd Street, addressed City Council regarding numerous business-type properties that he owns along Byrd Street which is near the "Highway Inn" Motel. Apparently, the Highway Inn is not being maintained and monitored by its owners and those leasing rooms at this motel are committing offenses (thefts, burglaries, vandalism) at business properties on Byrd Street. Mr. Byrd referenced a most recent spate of auto burglaries (from Byrd Street) that resulted in the arrest of numerous residents living at the motel. Mr. Byrd thanked Chief Aragon and the efforts of the Police Department for their police work on these offenses but wished to advise Council that this motel is indeed a serious threat to our community. After Mr. Bunch's presentation, Mayor Pro-Tem Bell asked Chief Aragon to advise Council on this issue. Chief Aragon said the area does have problems and added that strict Code Enforcement would assist in addressing the overall conditions of the area.

Teresa Tate, 5814 Woodrow, Texas City, TX 77591 addressed City Council regarding support to the Library. Ms. Tate is a teacher at Highland Elementary School in La Marque. She gave three reasons to keep the City Library: 1. Computers – Many families can't afford computers, Internet and Wi-Fi. When Kindergarten and early elementary students are exposed to computers, the benefits include improves motor/math skills, creativity and higher scores on standardized tests. 2. Research - Older students need the research from the library for assignments and to type their papers. Wal-Mart and Barnes and Noble are not options for her students. 3. Activities – The Preschool Story Hour and Summer Reading Program allow children to read a variety of books and improve their reading skills and keep children occupied. When you consider this item, please think about the community, but most of all think about the children

Dorothy Jeffcoat, 1407 Lamar addressed City Council regarding support to the Library. Ms. Jeffcoat understands the budget constraints but appreciates the fact the Council is trying to find extra funds for the library. A four day work week wouldn't work for it wouldn't save that much money regarding keeping the books dry and citizens going to other libraries. We have 48,000 people come through our library so should we expect other surrounding city libraries to do our responsibilities for our citizens and children. The library is doing a great

job and it is a jewel. If a child comes in and does a video game, they are also exposed to some of the books and some of the programs that the library offers. Rumors and criticism are coming from citizens that don't use the library. Computers, Internet and Wi-Fi are necessary as Ms. Tate stated in today's world and many cannot afford these items. She said why she should spend \$100.00 a month for books when she can get them free at City library. This is the only enrichment program that we have for our children during the summer.

She wanted to hear the librarian speak about the facts of the library after we are through.

Jo Ann Strueby, 202 Taft addressed City Council regarding support to the Library. Ms. Strueby said when they moved to La Marque in 1974, discovered La Marque had an academically high-rated school system, one good size grocery store, two banks, several churches (of various religions), and one small size library.

The library is flourishing and is meeting the needs of the community. Now we are in 2012, a school system in trouble, no grocery stores, one bank, some church with attendance problems, but a Library that is flourishing.

The community knows that all budget cuts should come from each department. Please get the straight facts before making a decision concerning the library. We need to keep our one jewel in La Marque.

H. L. Wells, 2801 Patricia Drive addressed City Council regarding support to the Library. Mr. Wells was a teacher in La Marque and libraries are sort of his hobby. He has visited many around the county and can't imagine living in a town without a library. He remembers when the Chionsini's appropriated funds for the City's library and it would be a shame to close the Library when a large sum of money was invested into this cause. The community supports the library with funds. He is the Treasurer of the Friends of the La Marque Public Library. The largest deposit from the Friends has been \$10,000 and the smallest has been \$10.00. The Industrial organizations all support the Library.

(6) PUBLIC HEARING

a. Public Hearing -Ordinance No. O-2012-1061 an Ordinance of the City Council of the City of La Marque, Texas, amending Chapter 26, Section 26-1 (1) Code of Ordinances of the City of La Marque, Texas, to designate the Emergency Management Coordinator

The public hearing opened at 6:19 p.m.

No citizens spoke during the public hearing.

The public hearing closed at 6:20 p.m.

Mayor Hocking deviated from the agenda to item Old Business 7a

b. Public Hearing – Ordinance No. O-2012- 1063 -a change to the zoning classification of certain tract of land described as ABST 2 SF Austin SUR S PT OF LOT 38 (38-1) Mainland Homesteads, in Galveston County, Texas, better described in "Appendix A", according to the map recorded in Volume 254-A, Page 50, in the Office of the County Clerk of Galveston County, Texas, from Public to General Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance No. 953

The public hearing opened at 6:31 p.m.

No citizens spoke during the public hearing.

The public hearing closed at 6:32 p.m.

Mayor Hocking deviated to Agenda Item 7b.

(7) OLD BUSINESS

a. Discussion/possible action-Ordinance No. O-2012-1061 an Ordinance of the City Council of the City of La Marque, Texas, amending Chapter 26, Section 26-1 (1) Code of Ordinances of the City of La Marque, Texas, to designate the Emergency Management Coordinator. This is the second reading.

Councilmember Osteen didn't have a problem with the City Manager appointing the Emergency Management Coordinator, but has concerns with the office space/location. It was Councilmember Osteen's understanding that an office had been located at the fire department, but her office was relocated at her request. City Manager Buttler informed Council that Ms. Pierce was given several options as a temporary measure.

Councilmember Trube said the problems were under the previous administration.

Mayor Pro-Tem Bell asked what was the outcome. City Manager Carol Buttler stated that an internal investigation was conducted upon her arrival as City Manager. City Attorney Ortego said this subject was not on the agenda; therefore could not be discussed.

Mayor Pro-Tem Bell made a motion to approve Ordinance No. O-2012-1061. Councilmember Brown seconded the motion. Motion passed unanimously.

Mayor Hocking deviated to Agenda item 6b.

b. Discussion/possible action- Ordinance No. O-2012-1063, an ordinance of the City Council of the City of La Marque, Texas changing the zoning classification of a tract of land described as ABST 2 SF AUSTIN SUR S PT OF LOT 38 (38-1) MAINLAND HOMESTEADS in Galveston County, Texas, better described in Exhibit "A", in Galveston County, Texas, according to the map recorded in Volume 254-A, Page 50 in the office of the County Clerk of Galveston County, Texas, from PUBLIC to GENERAL COMMERCIAL; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance No. 953. This is the second reading.

Councilmember Osteen made a motion to approve Ordinance No. O-2012-1063. Councilmember Trube seconded the motion. Motion passed unanimously.

(8) NEW BUSINESS

a. Discussion/possible action – Memorial for Jessica Cain – recommendation Parks Board Commission
Mayor Pro-Tem Bell made a motion to approve Memorial for Jessica Cain recommended by Parks Board. Councilmember Trube seconded the motion. Motion passed unanimously.

Mayor Hocking is absolutely pleased that the City of La Marque can be part of this Memorial.

b. Discussion- application(s) to City of La Marque Boards and Commissions –Resolution 1032

City Manager Buttler stated that Council was notified of vacancies available on the Boards/Commissions via the weekly memo. According to Resolution 1032, Section 3- Nomination and Appointments requires that City Council be given a required 30 day notice. This will be Council's notice as per the resolution. We have received applications for Planning & Zoning and Cemetery Board. This item will be placed on a future agenda for City Council action.

c. Discussion/possible action-city's continued participation with Galveston County Auto Crimes Task Force (GCACTF) grant for FY 2012/2013

Mayor Pro-Tem Bell made a motion to continue City's participation with Galveston County Auto Crimes Task Force (GCACTF) grant for FY 2012/2013. Councilmember Osteen seconded the motion. Motion passed unanimously.

Mayor Hocking deviated to agenda item 8e.

d. Presentation –proposed budget FY 2012-2013

City Manager Buttler stated that this the proposed budget based on comments and direction received from the work sessions. We will schedule a public hearing as required by charter. Interim Finance Director is out due to illness and has a consultant here this evening to assist us with the presentation.

City Manager Buttler gave a brief overview of the strategy for our theme this year is "Getting Back to the Basics". Realize we have concerns with the budget and regardless of what was presented in the spring, the City of La Marque is not broke and not in dire straits.

We do have concerns with the fund balance of the general fund and if the city would have enough funds to get through a disaster. City Manager Buttler thanked City Council for the two work sessions, discussing pros and cons of various approaches and direction to staff was to bring back a balanced budget with no tax increase. City Manager Buttler thanked City Council for the guidance they have given staff. Staff took the direction and tonight presents a balanced budget with no tax increase. We started with a deficit this year and City Manager Buttler stated that staff was told not to make any major purchases that were not essential to the performance of the

department. By looking at current revenues and additional revenues, we were able to balance the current budget. A resolution will be brought before Council to amend the current budget in near future.

We had to make painful decisions. It appears several revenues and line items were overestimated and expenses were underestimated. Mr. Wessels was asked to perform a forensic type audit to check every area of the budget. With his guidance, finance staff went over line by line item for every revenue source and to ensure that economic conditions were considered, checking all the financials, with utility funds we did we do have a balanced budget with some severe cuts.

Departments were asked to make cuts immediately before coming to Council. We have staffing needs and determined although we have needs, we eliminated some specific positions. One has been eliminated and dividing the duties among 4 of us. We also intend to eliminate several other positions.

Went back to staff to see other options:

Discussed reducing the city's contribution to dependent health care

Coffee – a luxury

Police gave up an additional staff member to assist

Fire department gave up 11% cut into overtime wages

Each department has offered additional cuts.

City Manager Buttler suggested we use this year as a transition year by making do with what we have – not asking for any capital projects. It is our goal not compromise services to the citizens.

Ms. Buttler introduced Susie Kou, financial advisor, who will assist us through this critical time due to the unexpected health issue with Mr. Carl Wessels.

City Manager Buttler informed Council that there are additional changes to that will take effect tomorrow morning. On page 11, this is the organizational chart that she is proposing which will facilitate city operations. The goal is have functions that work together and report to the appropriate people.

City Manager Buttler commended Mr. Morales and Ms. Koneman for their assistance in the preparation of the proposed budget.

Councilmember Osteen had a question regarding the proposed organizational chart and span of authority of the City Clerk. City Manager Buttler stated the City Clerk charges may only last for approximately a year during this transitional year.

City Manager Buttler also stated that Fire has been designated as Emergency Services to incorporate emergency management. Mayor Pro-Tem Bell talked about the 3 departments moved under the direction of the City Clerk. It is a violation of charter or state law. City Attorney Ortego stated that we have reviewed and is not a violation. Councilmember Osteen stated that we do not have authority to instruct the City Manager regarding issues involving personnel, but we have the authority to direct the City Clerk. City Manager Buttler stated with the budgetary issues, city clerk felt she could assist duties in conjunction with me. Council can control position of city clerk, but the other positions are controlled by City Manager.

Mayor Pro-Tem Bell stated I know that you have a plan to assign Chief Aragon as Assistant for Public Safety and Ms. Tedford as assistant in these areas. City Manager still maintains control over operations and should be put in place for clarification purposes for Council.

Councilmember Trube indicated that she has concerns due to that fact that past city clerks could not handle elections. With this chart, we are giving the current city clerk more responsibility, so this goes for the future. City Manager Buttler informed Council that the organizational chart may be modified at any time as needed. This is a transitional year and we believe that this route is the best way to get there.

There was discussion regarding Friends of the Library and other non-profit organization that work with the city. City Manager Buttler stated that we are not looking at the positions; we are looking at functions that require staff time and effort to coordinate. Councilmember Trube asked for clarification of the donations made to the Library.

Councilmember Osteen stated that City Manager Buttler is proposing tools that will facilitate operations and he does not have a problem with the organizational chart.

Jake Morales and Tonee Koneman will take point in presenting the proposed budget for FY 2012-2013

Mr. Morales discussed the property taxes, assessed values, and tax rate. Ms. Kou assisted in the clarification of the calculations based on the certified tax roll. Mr. Morales discussed sales tax revenue and proposed changes health benefits for employees/dependents.

City Manager Buttler addressed the annuities. The city has been carrying the health insurance and supplemental annuities for retirees. Former Council passed an ordinance which funded a gap measure between retirement and social security eligibility that have reached 80 points. The health benefits were intended to fill until the retiree reached Medicare eligible (approximately 20 employees) and supplemental annuities (approximately 10 employees) until the employee reached social security eligibility. This is an item mentioned in the audit that is unfunded liability. These items are still incorporated into this proposed budget. The goal is to recommend eliminate annuities at the end of this year and the medical at the end of next year. It has been suggested that we have a workshop and discuss more in-depth. The consensus of City Council is to have workshop to discuss further. Further discussion on the proposed budget included streamlining positions and analyzing the positions to determine, if necessary, transitioning of personnel. There have been general funds in the proposed budget that have been separated and made into specific line item which will indicate revenues and expenditures for better tracking.

Instructed by Council to reduce the Library operations to \$150,000- based on these calculations we would only be able to operate with 2 full time employees. We looked at different options that would involve eliminating library staffing/programs. Presented is a recommendation that we feel would be in the best interest of the community. Councilmember Trube voiced concerns regarding donations to the Library through the Friends of the Library. City Manager Buttler informed City Council that City Attorney Ortego will provide a legal opinion on any 501c-3 who receives donations and use city facilities/supplies. There is a general consensus of the City Council to leave the Library open.

8:31 p.m. Break

8:45 p.m. Reconvened

Mayor Pro-Tem Bell asked Chief Weidman to reiterate the possible commitment of our firefighters to reduce the hours of overtime. The association had approached Chief Weidman with additional reductions which will be discussed during negotiations.

10:24 p.m. Break

10:34 p.m. Reconvened

There was discussion on the following items and City Council came to the consensus to call a Workshop to discuss further;

- Retiree Medical/Annuities
- Non-Profit Organizations (Friends of the Library)
- FEMA
- \$0.46 cents for Brush Pickup.

e. Discussion/possible action – schedule a public hearing on proposed budget FY 2012-2013
Councilmember Trube made a motion to hold a public hearing on proposed budget FY 2012-2013 on August 27, 2012. Councilmember Osteen seconded the motion. Motion passed unanimously.

f. Discussion/possible action – maintain the current tax rate of .51436

Mayor Hocking made a motion to maintain the current tax rate of .51436. Councilmember Osteen seconded the motion. Motion passed unanimously.

g. Discussion/possible action – schedule public hearings on tax rate if needed
No action taken.

Mayor Hocking deviated back to agenda item 8d.

(9) CITY MANAGER REPORT – No Council Action Necessary

(10) REQUESTS AND ANNOUNCEMENTS

- a. Requests by Mayor and Council Members for items to be placed on future City Council agendas and announcements on city events/community interests

Councilmember Trube -thanked everyone for attending and staying through this long City Council meeting. She thanked Jennifer Pierce for informing the Council of the FEMA funds.

Councilmember Osteen -mentioned discussing the \$40,000 increase in Utility mail-outs and \$0.46 cents per water bill increase.

City Manager Buttler stated Council still has the option to change, add or delete from the proposed budget.

(11) ADJOURNMENT

Councilmember Trube made a motion to adjourn the meeting. Mayor Pro-Tem Bell seconded the motion. The meeting adjourned at 11:38 p.m.

Patty Rees, Recording Secretary

Zina Tedford, City Clerk

**MINUTES
WORKSHOP
August 23, 2012**

1. CALL MEETING TO ORDER

Mayor Hocking called the meeting to order at 9:00 a.m.

2. ROLL CALL

PRESENT:

Councilmember Brown
Councilmember Trube
Councilmember Osteen
Mayor Pro-Tem Bell
Mayor Hocking

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking led the Invocation and followed with the Pledge of Allegiance to the Flag.

4. WORKSHOP

City Manager Buttler thanked City Council for allowing us the opportunity to present these items at the Workshop. The purpose of this workshop is to present City Council with requested information based on the outcome of the last City Council meeting.

- a. New Brush Pick-up
 - \$0.46 cents

There was discussion on the cost of initiating a citywide cost for brush pick up vs. individual cost. This was presented in an effort to offset costs to the city when brush is disposed at unauthorized sites. Ms. Koneman presented City Council with advantages/disadvantages of the proposed costs. There was a general consensus that the City needed to look at other options.

- b. Discussion - Previous Audits (FY 2009-2011) with Auditors

The auditors were not able to be at the meeting due to previous engagement. Councilmember Osteen voiced concerns regarding the management letters from city audits performed since 2008 which indicated that management had not been corrected the deficiencies from audit year to audit year. City Council will be reviewing much closer to ensure that management is handling fiduciary issues responsibly.

Councilmember Osteen also addressed concerns with the reimbursement of FEMA funds into the City's general fund and requested a task team be appointed to research the projects, timeline, completion date and status of requested projects. Councilmember Osteen indicated that he would like to serve and suggested that the City Manager, Finance Director and Emergency Management Coordinator be part of the task force. Mayor Pro-Tem Bell suggested that he would like a councilmember that served during the disaster also be on this team. This would give insight on some of the history. He suggested Councilmember Trube and stated that he would be available, if needed.

Councilmember Osteen made a motion to adjourn for lunch Councilmember Trube seconded the motion. The Workshop meeting adjourned for lunch at 11:30 a.m.

The meeting reconvened at 1:00 p.m.

- c. Discussion - Disaster Payments
 - FEMA Funds
 - Risk Pool Funds
 - Texas Windstorm (TWIA)

There was further discussion regarding FEMA funds and accountability.

- d. Non-Profit Organizations

City Manager Buttler discussed the Boards and Commissions and their role within the city budget.

- 1. City-Created
 - Parks Board
 - Clean City Commission
 - Cemetery Board
- 2. Independent

City Manager Buttler discussed the Independent Boards. Discussion followed regarding the these organizations and donation information was requested.

- Friends of the Library
- Crimestoppers
- Citizens Police Academy

- e. Retirees

- Annuities
- Health Insurance

City Manager Buttler discussed benefits for retirees and there was a general consensus that previous Councils had establishes these ordinances for the specific purpose of employee morale and longevity. The consensus of Council is not to jeopardize these benefits that had been promised to those long term employees and instructed City Manager to research the health insurance for retirees and propose an ordinance that would not penalize long time employees and protect the city from future misapplication.

Mayor Hocking adjourned for short break at 1:49 p.m.

Meeting reconvened at 2:01 p.m.

5. ANNOUNCEMENTS/COMMENTS

6 ADJOURNMENT

Councilmember Trube made a motion to adjourn the meeting. Councilmember Osteen seconded. The meeting adjourned at 4:20 p.m.

Bobby Hocking, Mayor

Zina Tedford, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: 8-27-12

Agenda item: 7a

Prepared by: zt

Reviewed by: CPB

Department: Administration

AGENDA ITEM DESCRIPTION: PRESENTATOIN

Shaun Hodge, P.L.L.C., Law Offices of A. Craig Eiland, P.C., and Tylka Law Center, P.C. Attorney legal services in seeking damages, compensation and other relief that the City of La Marque may be entitled , arising from windstorm damage caused by Hurricane Ike.

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Attachments for Reference

Staff Briefing:

I met with Mr. Hodge and Mr. Tykla the latter part of June regarding Hurricane Ike windstorm damage. After review of all the windstorm documentation provided by staff and initial inspection of a windstorm expert, the City of La Marque may be entitled to additional windstorm funds. Mr. Hodge has requested an opportunity to address City Council.

History (if applicable):

Target Implementation:

Significant Action Dates:

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

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Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other – Agreement

Cost Details:

Budgeted	
Estimated Expenditure	
Acct. Name	
Line Item #	
Other Funding	

Staff's Recommendation:

Fiscal Impact:



CITY COUNCIL AGENDA FORM

Meeting Date: August 27, 2012

Agenda item: _____

Prepared by: Lisa Snider

Reviewed by: _____

Department: Judicial

AGENDA ITEM DESCRIPTION: Amended contract with DPS for FTA Program to reduce notification days from 5 to immediately.

☒ **Attachments for Reference**

Staff Briefing: We currently have a contract with DPS for the Failure to Appear Program where we are required to report compliance within 5 business days. During the 82nd Legislative Session, Section 706.005 of the Transportation Code was amended to require courts to immediately notify DPS when no cause exists to continue to deny renewal of a person's driver license. No other changes to existing contract.

History (if applicable) City has contracted with DPS for the FTA Program since 1997. When warrants are issued, holds are placed on defendants who have a Texas driver license and may not renew their driver license until they pay their warrants.

Target Implementation:

Significant Action Dates: September 17, 2012 submit signed amended contract to DPS.

Action:

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Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other

Cost Details:

Budgeted	n/a
Actual Bid	n/a
Estimated Expenditure	n/a
Acct. Name	TLFTA2
Line Item #	01-2103-00
Other Funding	

Staff's Recommended Motion: City Council to authorize the amendment to the contract.

Fiscal Impact: Of the \$30.00 fee collected, \$20.00 remitted to State Comptroller, \$6.00 remitted to vendor (OmniBase), City retains \$4.00.

Interlocal Cooperation Contract

STATE OF TEXAS

§

§

COUNTY OF _____ §

I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the _____ of _____, a local political subdivision of the State of Texas.

II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

“Department” or “TDPS” means the Texas Department of Public Safety.

“Failure to Appear Program” or “FTA Program” refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

“Failure to Appear System” or “FTA System” refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

“FTA Software” refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

“Originating Court” refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

“State” refers to the State of Texas.

“Local political subdivision” refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this Contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must immediately file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each

calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one Contract. But, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis. However, either party may terminate this Contract upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local political subdivision

Texas Department of Public Safety

Attn: Enforcement and Compliance Service

5805 North Lamar Boulevard

Austin, Texas 78773-0001

(512) 424-5311 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

Sheri Gipson
Deputy Administrator

Date

LOCAL POLITICAL SUBDIVISION*

Authorized Signature

Title

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.



CITY COUNCIL AGENDA FORM

Meeting Date: August 27, 2012

Agenda item: 8b

Prepared by: cjb

Reviewed by: *CJB*

Department: Admin

AGENDA ITEM DESCRIPTION: Authorize the City Manager to negotiate a new contract with Republic Services for waste collection and disposal for the City of La Marque.

☐

Staff Briefing: I attached a DRAFT of a possible contract to include potential services to offer City of La Marque citizens.

This DRAFT contract is under review by City staff. The City Attorney and Republic Services' attorney still need to review for legal requirements.

Once all parties complete review of the proposed DRAFT contract, a final version and ordinance will be presented to City Council for approval.

History (if applicable) Due to the number of years since the original contract and the number of amendments over the years, staff requested a new contract to reflect current and potential practice.

Target Implementation: October 1, 2012

Significant Action Dates: Several meetings with Republic Services to discuss possibility of additional provisions for recycling efforts for La Marque citizens and City facilities.

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other - Contract

Cost Details:

Budgeted	63-XXXX-XX-XX
Actual Bid	
Estimated Expenditure	
Acct. Name	Refuse Fund
Line Item #	
Other Funding	

Staff's Recommended Motion: Authorizing the City Manager to negotiate a new contract with Republic Services for waste collection and disposal.

Fiscal Impact: TBD



Municipal Contract

THIS CONTRACT, made and entered into this ____ day of _____, 2012, by and between The City of La Marque, Texas (hereinafter called the "City") represented herewith by its duly elected and acting Mayor, Bobby Hocking, and BFI Waste Services of Texas, LP, a Delaware Corporation qualified to do and actually doing business in the State of Texas (hereinafter called "Contractor"), herein represented by Greg Rutherford, its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract from the following:
 - ☒ Residential, Commercial and Industrial Units
 - ☒ Municipal Facilities
 - ☒ Single Stream Recyclables from Residential Units
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Contractor's Proposal/Pricing
 - d. Exhibit D - Contractor's Performance Bond
 - e. Exhibit E - Waste Material Collection Specifications for Residential Units
 - f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
 - g. Exhibit G - Recyclable Material Collection Specifications for Residential Units
 - h. Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
 - i. Exhibit I - Community Partnerships
 - j. This Instrument
 - k. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from October 1st, 2012 (the "Effective Date") until September 30th, 2017.
5. At the mutual option of the City and Contractor, this Contract may be extended for an additional five year period by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this

Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, Bobby Hocking, the Mayor of the City of La Marque, hereunto subscribed his name, and Greg Rutherford, Authorized Agent of BFI Waste Services of Texas, LP has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES: City of La Marque

BY: Bobby Hocking, Mayor

ON: _____, 2012

WITNESSES: Contractor: BFI Waste Services of Texas, LP

BY: Greg Rutherford, Area President

ON: _____, 2012

THUS DONE AND SIGNED in the presences of witnesses whose names are inscribed opposite each respective signature on and as of the _____ day of _____, 2012.

WITNESS MY HAND AND SEAL OF OFFICE

NOTARY PUBLIC

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- 1.03 Bulky Waste
- 1.04 Bundle
- 1.05 City
- 1.06 Commercial and Industrial Refuse
- 1.07 Container for Garbage, Rubbish & Yard Waste Collection
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EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bulky Waste – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 1.04 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.
- 1.05 City – City of La Marque, Texas.
- 1.06 Commercial Hand Collection – Commercial waste service provided to those commercial units that do not generate sufficient volumes of waste material to justify bin service. Such units will be provided a maximum of five (5) 96 gallon polycarts for temporary waste storage and serviced a maximum of twice weekly by Contractor.
- 1.07 Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.
- 1.08 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 1.09 Container for Garbage, Rubbish & Yard Waste Collection – A contractor furnished receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of automated sideload curbside collection of Garbage and Rubbish, and is constructed of plastic and having handles and having an attached lid. The mouth of a container shall have a diameter greater than equal to that of the base. The capacity of such containers utilized in this contract shall be approximately ninety-six (96) gallons. Such containers shall remain property of the Contractor throughout the term of this Agreement.
- 1.10 Container for Recycling – A contractor furnished receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of automated sideload curbside collection of Garbage and Rubbish, and is constructed of plastic and having handles and having an attached lid. The mouth of a container shall have a diameter greater than equal to that of the base. The capacity of such containers utilized in this contract shall be approximately sixty-five (65) gallons. Such containers shall remain property of the Contractor throughout the term of this Agreement.
- 1.11 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction

and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

- 1.12 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.13 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.14 Large Commercial and Industrial Unit– All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.
- 1.15 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- 1.16 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibits F and H of this Contract.
- 1.17 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.18 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.19 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:
- Glass – Clean unbroken glass containers, bottles/jars.
 - Cans – Clean aluminum, tin/steel containers.
 - Newspaper – Clean, dry, unsoiled newspaper.
 - Plastic – PETE & HDPE containers (milk jugs & soft drink containers)
- 1.20 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.21 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.22 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

- 1.23 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.24 Special Pickups – Pre-arranged curbside collection of large green waste items (tree limbs, trunks, etc), construction debris or other large items of Waste Materials utilizing Contractor furnished equipment and labor.
- 1.25 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.26 Yard (Green) Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Hazardous Waste (excluded from this Contract)– Hazardous Waste is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.02 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.03 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.04 Special Waste (excluded from this Contract)– Special Waste is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
 - (a) waste iron from a commercial or industrial activity;

- (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) ash, sludge, tires and powders.
- 2.05 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.06 Vegetable Waste (excluded from this Contract)– Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3.0 SCOPE OF WORK

- 3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential, Commercial and Industrial Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:
- 3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units
 - 3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities
 - 3.01.3 Exhibit G - Recyclable Material Collection Specifications for Residential Units
 - 3.01.4 Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
- 3.02 Work Not Covered By Contract. The work under this Contract does not include:
- 3.02.1 The collection or disposal of Excluded Waste materials as defined under Section 2.0 of this Agreement.
- 3.03 Additional Work Separately Contracted at Contractor's Election with Commercial and Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers.

- 3.04 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Containers, Bags and Bundles for Collection

Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

4.02 Hours of Operation

Collection of Waste Material from Residential Units shall not start before 7:00 A.M. or continue after 8:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.03 Routes of Collection

Residential and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. City shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least 1 time per week.

- 4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within 24 hours after the complaint is received.

- 4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.
- 4.08 Hauling – All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 4.09 Disposal – All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 4.10 Delivery – All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.
- 4.11 Notification – The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.
- 4.12 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Municipal Services Manager.
- 4.13 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)

- 5.01.1 The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units to which Contractor provided such services during each month of this Contract. Such numbers will be provided to Contractor by City on a monthly basis.
- 5.01.2 The prices to be paid by the City for the collection and disposal of Waste Material from all Commercial and Commercial Hand Collection Units shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein.

5.01.3 The prices to be paid by the City for the collection and disposal of Waste Material from all Industrial Units shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein

5.01.4 The prices to be paid by the City for the collection and disposal of Waste Material from all Municipal Facilities shall be as shown on Exhibit F, as adjusted in accordance with Section 5.04 herein.

5.02 Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)

5.02.1 The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract.

5.02.2 In the event that any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable and must therefore be disposed of at a Disposal Site, the City shall pay any such disposal cost to the Contractor and shall eliminate that commodity from the Recyclables Materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material

5.03 Additional Costs and Charges

5.03.1 Change in Law. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to , changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes). Such increases shall be subject to the review and consent of the City.

5.03.2 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

5.04 Modification to Rates

5.04.1 The fees in Exhibit C which may be charged by the Contractor for the first through fifth years of the initial term hereof shall be adjusted subject to the schedules set forth in Exhibit C.

5.04.2 In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City.

5.05 City to Act as Collector – The City shall submit statements to and collect from all Residential, Commercial and Commercial Hand Collection Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

5.06 Contractor to Act as Collector – The Contractor shall submit statements and collect from all Industrial Units for services provided by the Contractor pursuant to this Contract.

- 5.07 Delinquent and Closed Accounts - The Contractor shall discontinue Waste Material collection service at any Residential Unit, Commercial and Commercial Hand Collection Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.
- 5.08 Contractor Billings to City – The Contractor shall bill the City for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units, Commercial and Commercial Hand Collection Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units, Commercial and Commercial Hand Collection Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.
- 5.09 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.
- 5.10 House Count—The Contractor and the City shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

7.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

- 8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

- 8.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.
- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

10.0 FORCE MAJEURE

- 3.04.1 Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

11.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units, Commercial Units, Commercial Hand Collection Units, Industrial Units and Municipal Facilities covered by this Agreement. In addition, The Contractor shall have an exclusive franchise, license and privilege to provide Recyclable Material collection and processing services within the corporate limits for and on behalf of the City to the designated Residential Units,

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

14.0 TERMINATION OF CONTRACT

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15.0 CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City, or the City's residents, employees, agents, suppliers, or guests.

16.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

17.0 MISCELLANEOUS TERMS

- 17.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 17.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 17.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City.
- 17.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 17.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.
- 17.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C
CONTRACTOR'S PRICING SCHEDULES *

Year 1 - October 1st, 2012 through September 30th, 2013

Residential Waste Service –

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Fifteen Dollars and Six One Hundredths' Cents (\$14.05) per residence per month. (Senior Citizens' Rates – Thirteen Dollars and Fifty One Hundredth's Cents (\$13.50) per residence per month.
- Extra Polycarts – Three Dollars and Fifty One Hundredths' Cents (\$3.50) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service – No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment – Ninety Seven Dollars and Twenty One Hundredth's Cents (\$97.20) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts – No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts –
 - 1 Cart – Fourteen Dollars and Eighteen One Hundredths' Cents (\$14.18) per month
 - 2 Carts – Twenty One Dollars and Fifty Three One Hundredths' Cents (\$21.53) per month
 - 3 Carts – Twenty Eight Dollars and Eighty Eight One Hundredths' Cents (\$28.88) per month
 - 4 Carts – Thirty Six Dollars and Twenty Three One Hundredths' Cents (\$36.23) per month
 - 5 Carts – Forty Three Dollars and Fifty Eight One Hundredths' Cents (\$43.58) per month

Commercial Waste Bin (Front Load Container) Service – (All deliveries and removals @ \$75.00 per event)

Container Size	Collection Frequency Per Week											
	1x	Extra Pickup	2x	Extra Pickup	3x	Extra Pickup	4x	Extra Pickup	5x	Extra Pickup	6x	Extra Pickup
2 CY	\$68.97	\$20.69	\$109.15	\$32.75	\$149.34	\$44.80	\$183.75	\$55.13	\$227.33	\$68.20		
3 CY	\$74.81	\$22.44	\$127.88	\$38.36	\$178.82	\$53.65	\$231.87	\$69.56	\$289.94	\$86.98		
4 CY	\$83.12	\$24.94	\$151.62	\$45.49	\$213.32	\$64.00	\$266.24	\$79.87	\$314.13	\$94.24		
6 CY	\$106.83	\$32.05	\$172.58	\$51.77	\$243.05	\$72.92	\$290.24	\$87.07	\$330.57	\$99.17		
8 CY	\$143.40	\$43.02	\$211.41	\$63.52	\$299.08	\$89.72	\$383.50	\$115.05	\$469.33	\$140.80	\$563.19	\$168.96

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 150.00	\$ 156.15	\$ 252.67
30 Cubic Yard	\$ 150.00	\$ 156.15	\$ 314.15
40 Cubic Yard	\$ 150.00	\$ 156.15	\$ 360.87

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

* ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES

EXHIBIT C (Continued)
CONTRACTOR'S PRICING SCHEDULES *

Year 2 - October 1st, 2013 through September 30th, 2014 (+3%)

Residential Waste Service –

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Fourteen Dollars and Forty Eight One Hundredths' Cents (\$14.48) per residence per month. (Senior Citizens' Rates –Thirteen Dollars and Ninety One Hundredth's Cents (\$13.90) per residence per month.
- Extra Polycarts – Three Dollars and Sixty One Hundredths' Cents (\$3.60) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service – No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment – One Hundred Dollars and Twelve One Hundredth's Cents (\$100.12) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts – No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts –
 - 1 Cart – Fourteen Dollars and Sixty Two One Hundredths' Cents (\$14.62) per month
 - 2 Carts – Twenty Two Dollars and Nineteen One Hundredths' Cents (\$22.19) per month
 - 3 Carts – Twenty Nine Dollars and Seventy Seven One Hundredths' Cents (\$29.77) per month
 - 4 Carts – Thirty Seven Dollars and Thirty Five One Hundredths' Cents (\$37.35) per month
 - 5 Carts – Forty Four Dollars and Ninety Three One Hundredths' Cents (\$44.93) per month

Commercial Waste Bin (Front Load Container) Service – (All deliveries and removals @ \$75.00 per event)

Container Size	Collection Frequency Per Week											
	1x	Extra Pickup	2x	Extra Pickup	3x	Extra Pickup	4x	Extra Pickup	5x	Extra Pickup	6x	Extra Pickup
2 CY	\$71.04	\$21.31	\$112.42	\$33.73	\$153.82	\$46.14	\$189.26	\$56.78	\$234.15	\$70.25		
3 CY	\$77.05	\$23.11	\$131.72	\$39.51	\$184.18	\$55.26	\$238.83	\$71.65	\$298.64	\$89.59		
4 CY	\$85.61	\$25.69	\$156.17	\$46.85	\$219.72	\$65.92	\$274.23	\$82.27	\$323.55	\$97.07		
6 CY	\$109.31	\$33.01	\$177.76	\$53.32	\$250.34	\$75.11	\$298.95	\$89.68	\$340.49	\$102.14		
8 CY	\$147.70	\$44.31	\$217.75	\$65.43	\$308.05	\$92.41	\$395.01	\$118.50	\$483.41	\$145.02	\$580.09	\$174.03

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 154.50	\$ 160.83	\$ 260.25
30 Cubic Yard	\$ 154.50	\$ 160.83	\$ 323.57
40 Cubic Yard	\$ 154.50	\$ 160.83	\$ 371.70

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

*** ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES**

EXHIBIT C (Continued)
CONTRACTOR'S PRICING SCHEDULES *

Year 3 - October 1st, 2014 through September 30th, 2015 (+4%)

Residential Waste Service –

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Fifteen Dollars and Six One Hundredths' Cents (\$15.06) per residence per month. (Senior Citizens' Rates – Fourteen Dollars and Forty Six One Hundredth's Cents (\$14.46) per residence per month.
- Extra Polycarts – Three Dollars and Seventy Four One Hundredths' Cents (\$3.74) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service – No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment – One Hundred Four Dollars and Twelve One Hundredth's Cents (\$104.12) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts – No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts –
 - 1 Cart – Fifteen Dollars and Twenty One One Hundredths' Cents (\$15.21) per month
 - 2 Carts – Twenty Three Dollars and Eight One Hundredths' Cents (\$23.08) per month
 - 3 Carts – Thirty Dollars and Ninety Six One Hundredths' Cents (\$30.96) per month
 - 4 Carts – Thirty Eight Dollars and Eighty Four One Hundredths' Cents (\$38.84) per month
 - 5 Carts – Forty Six Dollars and Seventy Three One Hundredths' Cents (\$46.73) per month

Commercial Waste Bin (Front Load Container) Service – (All deliveries and removals @ \$75.00 per event)

Container Size	Collection Frequency Per Week											
	<u>1x</u>	Extra <u>Pickup</u>	<u>2x</u>	Extra <u>Pickup</u>	<u>3x</u>	Extra <u>Pickup</u>	<u>4x</u>	Extra <u>Pickup</u>	<u>5x</u>	Extra <u>Pickup</u>	<u>6x</u>	Extra <u>Pickup</u>
2 CY	\$73.88	\$22.16	\$116.92	\$35.08	\$159.97	\$47.99	\$196.83	\$59.05	\$243.52	\$73.06		
3 CY	\$80.13	\$24.03	\$136.99	\$41.09	\$191.55	\$57.47	\$248.38	\$74.52	\$310.59	\$93.17		
4 CY	\$89.03	\$26.72	\$162.42	\$48.72	\$228.51	\$68.56	\$285.20	\$85.56	\$336.49	\$100.95		
6 CY	\$113.68	\$34.33	\$184.87	\$55.45	\$260.35	\$78.11	\$310.91	\$93.27	\$354.11	\$106.23		
8 CY	\$153.61	\$46.08	\$226.46	\$68.05	\$320.37	\$96.11	\$410.81	\$123.24	\$502.75	\$150.82	\$603.29	\$180.99

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 160.68	\$ 167.26	\$ 270.66
30 Cubic Yard	\$ 160.68	\$ 167.26	\$ 336.51
40 Cubic Yard	\$ 160.68	\$ 167.26	\$ 386.57

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

* ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES

EXHIBIT C (Continued)
CONTRACTOR'S PRICING SCHEDULES *

Year 4 - October 1st, 2015 through September 30th, 2016 (+5%)

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Fifteen Dollars and Eighty One One Hundredths' Cents (\$15.81) per residence per month. (Senior Citizens' Rates -Fifteen Dollars and Eighteen One Hundredth's Cents (\$15.18) per residence per month.
- Extra Polycarts – Three Dollars and Ninety Three One Hundredths' Cents (\$3.93) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service – No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment – One Hundred Nine Dollars and Thirty Three One Hundredth's Cents (\$109.33) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts – No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts –
 - 1 Cart – Fifteen Dollars and Ninety Seven One Hundredths' Cents (\$15.97) per month
 - 2 Carts – Twenty Four Dollars and Twenty Three One Hundredths' Cents (\$24.23) per month
 - 3 Carts – Thirty Two Dollars and Fifty One One Hundredths' Cents (\$32.51) per month
 - 4 Carts – Forty Dollars and Seventy Eight One Hundredths' Cents (\$40.78) per month
 - 5 Carts – Forty Nine Dollars and Seven One Hundredths' Cents (\$49.07) per month

Commercial Waste Bin (Front Load Container) Service – (All deliveries and removals @ \$75.00 per event)

Container Size	Collection Frequency Per Week											
	<u>1x</u>	<u>Extra Pickup</u>	<u>2x</u>	<u>Extra Pickup</u>	<u>3x</u>	<u>Extra Pickup</u>	<u>4x</u>	<u>Extra Pickup</u>	<u>5x</u>	<u>Extra Pickup</u>	<u>6x</u>	<u>Extra Pickup</u>
2 CY	\$77.57	\$23.27	\$122.77	\$36.83	\$167.97	\$50.39	\$206.67	\$62.00	\$255.70	\$76.71		
3 CY	\$84.14	\$25.23	\$143.84	\$43.14	\$201.13	\$60.34	\$260.80	\$78.25	\$326.12	\$97.83		
4 CY	\$93.48	\$28.06	\$170.54	\$51.16	\$239.94	\$71.99	\$299.46	\$89.84	\$353.31	\$106.00		
6 CY	\$119.36	\$36.05	\$194.11	\$58.22	\$273.37	\$82.02	\$326.46	\$97.93	\$371.82	\$111.54		
8 CY	\$161.29	\$48.38	\$237.78	\$71.45	\$336.39	\$100.92	\$431.35	\$129.40	\$527.89	\$158.36	\$633.45	\$190.04

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 168.71	\$ 175.62	\$ 286.90
30 Cubic Yard	\$ 168.71	\$ 175.62	\$ 353.34
40 Cubic Yard	\$ 168.71	\$ 175.62	\$ 405.90

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

* ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES

EXHIBIT C (Continued)
CONTRACTOR'S PRICING SCHEDULES *

Year 5 - October 1st, 2016 through September 30th, 2017 (+5%)

Residential Waste Service –

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Sixteen Dollars and Sixty One Hundredths' Cents (\$16.60) per residence per month. (Senior Citizens' Rates –Fifteen Dollars and Ninety Four One Hundredth's Cents (\$15.94) per residence per month.
- Extra Polycarts – Four Dollars and Thirteen One Hundredths' Cents (\$4.13) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service – No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment – One Hundred Fourteen Dollars and Eighty One Hundredth's Cents (\$114.81) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts – No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts –
 - 1 Cart – Sixteen Dollars and Seventy Seven One Hundredths' Cents (\$16.77) per month
 - 2 Carts – Twenty Five Dollars and Forty Four One Hundredths' Cents (\$25.44) per month
 - 3 Carts – Thirty Four Dollars and Thirteen One Hundredths' Cents (\$34.13) per month
 - 4 Carts – Forty Two Dollars and Eighty Two One Hundredths' Cents (\$42.82) per month
 - 5 Carts – Fifty One Dollars and Fifty Two One Hundredths' Cents (\$51.52) per month

Commercial Waste Bin (Front Load Container) Service

Container Size	Collection Frequency Per Week											
	<u>1x</u>	<u>Extra Pickup</u>	<u>2x</u>	<u>Extra Pickup</u>	<u>3x</u>	<u>Extra Pickup</u>	<u>4x</u>	<u>Extra Pickup</u>	<u>5x</u>	<u>Extra Pickup</u>	<u>6x</u>	<u>Extra Pickup</u>
2 CY	\$81.45	\$24.43	\$128.91	\$38.67	\$176.37	\$52.91	\$217.00	\$65.10	\$268.49	\$80.55		
3 CY	\$88.35	\$26.49	\$151.03	\$45.30	\$211.19	\$63.36	\$273.84	\$82.16	\$342.43	\$102.72		
4 CY	\$98.15	\$29.46	\$179.07	\$53.72	\$251.94	\$75.59	\$314.43	\$94.33	\$370.98	\$111.30		
6 CY	\$125.33	\$37.85	\$203.82	\$61.13	\$287.04	\$86.12	\$342.78	\$102.83	\$390.41	\$117.12		
8 CY	\$169.35	\$50.80	\$249.67	\$75.02	\$353.21	\$105.97	\$452.92	\$135.87	\$554.28	\$166.28	\$665.12	\$199.54

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 177.15	\$ 184.40	\$ 301.25
30 Cubic Yard	\$ 177.15	\$ 184.40	\$ 371.01
40 Cubic Yard	\$ 177.15	\$ 184.40	\$ 426.19

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

* ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES

EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

To be provided by Contractor.

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 7:00 A.M. on the designated collection day. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:
1. Estimated number of Residential Units as of commencement of contract term: 4495.
 2. Estimated number of Residential Units as of first anniversary of contract term: 4517.
 3. Estimated number of Residential Units as of second anniversary of contract term: 4539.
 4. Estimated number of Residential Units as of third anniversary of contract term: 4562.
 5. Estimated number of Residential Units as of fourth anniversary of contract term: 4584.
 6. Number of Containers to be provided to each Residential Unit: One.
 7. Size of Containers for each Residential Unit: Ninety Six Gallon.
 8. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: Two times per week.
- B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:
1. Name: Steve Carroll, Division Municipal Services Manager
 2. Mailing address: 5301 Brookglen, Houston, Texas 77017
 3. Telephone number: (832) 386-2369
 4. Email address: SCarroll@republicservices.com
- C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:
1. Name: Nicole Rodriguez
 2. Mailing address: Brookglen, Houston, Texas 77017
 3. Telephone number: (832) 386-2366
 4. Email address: NRodriguez3@republicservices.com

For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

EXHIBIT F
WASTE MATERIAL COLLECTION SPECIFICATIONS FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: La Marque City Hall.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
2. Facility Name and address: La Marque Police Station
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
3. Facility Name and address: La Marque Library.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
4. Facility Name and address: La Marque Fire Station # 1.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
5. Facility Name and address: Fire Station # 2.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
6. Facility Name and address: Municipal Field Office 1.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
7. Facility Name and address: City Cemetery.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
8. Facility Name and address: City Water Plant.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
9. Facility Name and address: City Eastside Sewer Plant.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
10. Facility Name and address: City Westside Sewer Plant.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
11. Facility Name and address: City EMS Facility.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
12. Facility Name and address: Jaycee Park.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

EXHIBIT F (Continued)
WASTE MATERIAL COLLECTION SPECIFICATIONS FOR MUNICIPAL FACILITIES

13. Facility Name and address: Mahan Park.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

14. Facility Name and address: Westlawn Park.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

15. Facility Name and address: Lagana Park.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

16. Facility Name and address: Bayou City Park.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

17. Facility Name and address: Fireman's Hall.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

18. Facility Name and address: Highland Bayou Park.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

19. Facility Name and address: Feigle Park.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

20. Facility Name and address: Bobby Beach Baseball Stadium.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

21. Facility Name and address: La Marque High School Baseball Field.
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:

1. Name: Steve Carroll, Division Municipal Services Manager
2. Mailing address: 5301 Brookglen, Houston, Texas 77017
3. Telephone number: (832) 386-2369
4. Email address: SCarroll@republicservices.com

C. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:

1. Name: Nicole Rodriguez
2. Mailing address: 5301 Brookglen, Houston, Texas 77017
3. Telephone number: (832) 386-2366
4. Email address: NRodriguez3@republicservices.com

EXHIBIT G
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.

1. Estimated number of Residential Units as of commencement of Contract term: _____.
2. Estimated number of Residential Units as of first anniversary of Contract term: _____.
3. Estimated number of Residential Units as of second anniversary of Contract term: _____.
4. Estimated number of Residential Units as of third anniversary of Contract term: _____.
5. Estimated number of Residential Units as of fourth anniversary of Contract term: _____.
6. Number of Recyclable Materials Containers to be provided to each Residential Unit: _____.
7. Size of Recyclable Materials Containers for each Residential Unit: 65 Gallon.
8. Number of Recyclable Materials Container collections each week by Contractor: .5 (EOW) times per week.

B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:

1. Name: Steve Carroll
2. Mailing address: 5301 Brookglen, Houston, Texas 77017
3. Telephone number: (832) 386-2369
4. Email address: SCarroll@republicservices.com

C. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: Nicole Rodriguez
2. Mailing address: 5301 Brookglen, Houston, Texas 77017
3. Telephone number: (832) 386-2366
4. Email address: NRodriguez3@republicservices.com

EXHIBIT H
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS FOR MUNICIPAL FACILITIES

The Contractor shall provide the Bins and Containers and weekly collection of the Recyclable Materials from the following municipal locations:

1. Facility Name: _____. Size and Number of Bins and Containers: ____ of ____ size containers; Number of weekly pickups of containers ____ per week.
2. Facility Name: _____. Size and Number of Bins and Containers: ____ of ____ size containers; Number of weekly pickups of containers ____ per week.
3. Facility Name: _____. Size and Number of Bins and Containers: ____ of ____ size containers; Number of weekly pickups of containers ____ per week.
4. Facility Name: _____. Size and Number of Bins and Containers: ____ of ____ size containers; Number of weekly pickups of containers ____ per week.
5. Facility Name: _____. Size and Number of Bins and Containers: ____ of ____ size containers; Number of weekly pickups of containers ____ per week.

D. Municipal Point of contact for Recyclable Materials collections –PROJECT MANAGEMENT:

1. Name: Steve Carroll
2. Mailing address: 5301 Brookglen, Houston, Texas 77017
3. Telephone number: (832) 386-2369
4. Email address: SCarroll@republicservices.com

E. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: Nicole Rodriguez
2. Mailing address: 5301 Brookglen, Houston, Texas 77017
3. Telephone number: (832) 386-2366
4. Email address: NRodriguez3@republicservices.com

EXHIBIT I
COMMUNITY PARTNERSHIPS

During the initial and any subsequent terms of this Agreement, Contractor agrees to be a sponsor partner with the City in the following community events:

1. Annual Bayou Fest –
 - a. Direct Sponsorship Donation:
 1. Year 1 (2012) - \$20,000.00 Donation
 2. Year 2 (2013) - \$20,000.00 Donation
 3. Year 3 (2014) - \$20,000.00 Donation
 4. Year 4 (2015) - \$20,000.00 Donation
 5. Year 5 (2016) - \$20,000.00 Donation
 - b. In Kind Services: Up to a maximum contribution of \$4,000.00 annually
 1. Portable Toilets & Service
 2. Roll Off Boxes & Disposal
 3. Event Boxes and Liners
2. Citywide Document Shredding Days: Labor and materials and publicity to stage two events per year, timing to be coordinated with City up to a maximum contribution value of \$2,000.00 annually.
3. Citywide Electronic Waste Recycling Days: Labor and materials and publicity to stage two events per year, timing to be coordinated with City up to maximum contribution value of \$2,000.00 annually.
4. Annual Citywide Cleanup: In kind services (roll off boxes, disposal services) with a maximum contribution value of \$2,000.00 annually.
5. Ongoing Green Waste Recycling: Free utilization of Republic's Galveston County Landfill site for self delivery of green waste for recycling by residents of La Marque
6. Chamber of Commerce Events: During the year, Contractor will partner with City to support Chamber Events as agreed upon between City and Contractor

**CITY OF LA MARQUE
INTER-DEPARTMENTAL
COMMUNICATION**

TO: Honorable Mayor Hocking and City Councilmembers
FROM: Carol Buttler, City Manager
DATE: August 27, 2012
SUBJECT: City Manager Report – July 2012

Council indicated a preference to receive a report at both Council meetings each month. At the first meeting of the month, staff will provide you narratives of information acquired since the previous meeting. At the second meeting of the month, staff will continue to provide you the data charts plus narratives of information that occurred between Council meetings.

a. Development Services

- **Inspections**
The Development Services Department staff has noticed a return to normalcy in the request for building permits. There was a decrease in requests for meter inspections both for gas service, and electrical service. This can be attributed to the closing of Round 1 of the GHAP program and getting prepared for Round 2. In addition there has been a sharp decrease in requests for mechanical inspections and foundation repairs. Building permits decreased by 50% from the previous month. We attribute this to the completion of the roofs affected by the hail storm a couple months back.
- **Code Enforcement**
Code enforcement was emphasized this month, and notices of violations were issued to owners. With over twice as many violation notices given to property owners, staff anticipates these violations will be abated by the property owners. Staff also emphasized follow ups to either close complaints or proceed with summons for court.

b. Judicial

- The number of new cases filed is up by 199 cases from month prior.
- Compliance dismissals such as driver safety course and deferred disposition cases are slightly lower than month prior.
- Cases satisfied by jail time credit increased by 45 cases from month prior.
- Revenue collected was slightly lower than month prior.

c. Public Safety

- **Personnel:**
 - LMPD:**
No vacancies exist.
 - LMFD:**
One (1) Firefighter vacancy exists. Position is posted and applications being received. An additional Firefighter position will exist on 8-21-12: Firefighter is departing for a Firefighter position with Houston Fire Department.
- **Training:**
 - LMPD:**
All sworn Officers have completed *Suspicious Activity Reporting* Training (anti-Terrorism related) via a DVD distributed by the U.S. Department of Justice. On 8-27-12

Telecommunicators Tiawanna Porter and Teresa Scott will be attending a 24-hour course on *Spanish for Telecommunicators*.

LMFD:

Several personnel attended law enforcement update course. Assorted EMS and Fire training: varied by shift/crew.

- **Operations:**

LMPD:

Second Edition of the La Marque Community Watch Newsletter has been published and posted on the city's website.

Community Oriented Policing Leadership Council (meeting #6) will be conducted at Kelley's Country Cookin Restaurant on 8-14-12 at 11:30 A.M.

LMFD:

Warranty repairs are being completed on Engine 1. Warranty repairs were completed on Medic 1. Chief Weidman completed peer review for FEMA, for the SAFER grants. Station Tones actively being worked on by Kyle Hunter.

d. Economic Development Corporation

- Director Getty has been working with the developers (Five Tyler, LLC) that have the roughly 2 acres under contract that fronts on FM 2004.
The survey was completed on our behalf by Derrick Engineering on June 15, 2012 and sent to their real estate agent.
Mr. Derrick also completed a topographic map at the developer's request.
The EDC will pay Mr. Derrick up front for the map (\$500) and be reimbursed at closing.
Developer Chris Mahan said the EDC paying up front would be of great help to him.
Mr. Bob Derrick now has the preliminary plat ready.
After review by city staff Mr. Derrick will make all suggested revisions and go through the platting process.
- The La Marque Economic Development Corporation has entered into an earnest money contract to sell the building located at 4635 FM 1765.

DEVELOPMENT SERVICES

Nov 2011 - July 2012	July 2012	June 2012	July 2011	Fiscal Year To Date
Plumbing Inspections				
Gas Test	22	38	No data available	249
Plumbing Final	8	19	No data available	80
Plumbing Top-Out	3	14	No data available	108
Plumbing Underground	2	6	No data available	55
Sewer Line	2	9	No data available	71
Water Heater	0	0	No data available	6
Water Line	1	6	No data available	49
Total	38	92	No data available	618
Electrical inspections				
Electric Underground	0	1	No data available	1
Electrical Final	10	15	No data available	77
Electrical Meter Loop	18	24	No data available	105
Electrical Pool Bonding	0	0	No data available	77
Electrical Rough-In	5	14	No data available	34
generators	0	0	No data available	2
Temporary poles	1	4	No data available	7
Total	34	58	No data available	303
Mechanical Inspections				
Mechanical Rough In	2	17	No data available	85
Mechanical Final	4	13	No data available	66
Total	6	30	No data available	151

Nov 2011 - July 2012	July 2012	June 2012	July 2011	Fiscal Year To Date
Building Inspections				
Brick Ties	0	0	No data available	60
Building Final	10	17	No data available	92
Bulkhead	0	0	No data available	34
Deck	0	0	No data available	52
Driveways	1	8	No data available	16
Foundation Slab/Pier	3	7	No data available	17
Framing	0	15	No data available	26
House leveling	0	0	No data available	2
Pool Seal	0	1	No data available	4
Sign	0	0	No data available	3
Total	14	48	No data available	306
Service Inspections				
Service Inspections (C of O)	0	2	No data available	19
			Total	19
Total Inspections				1397

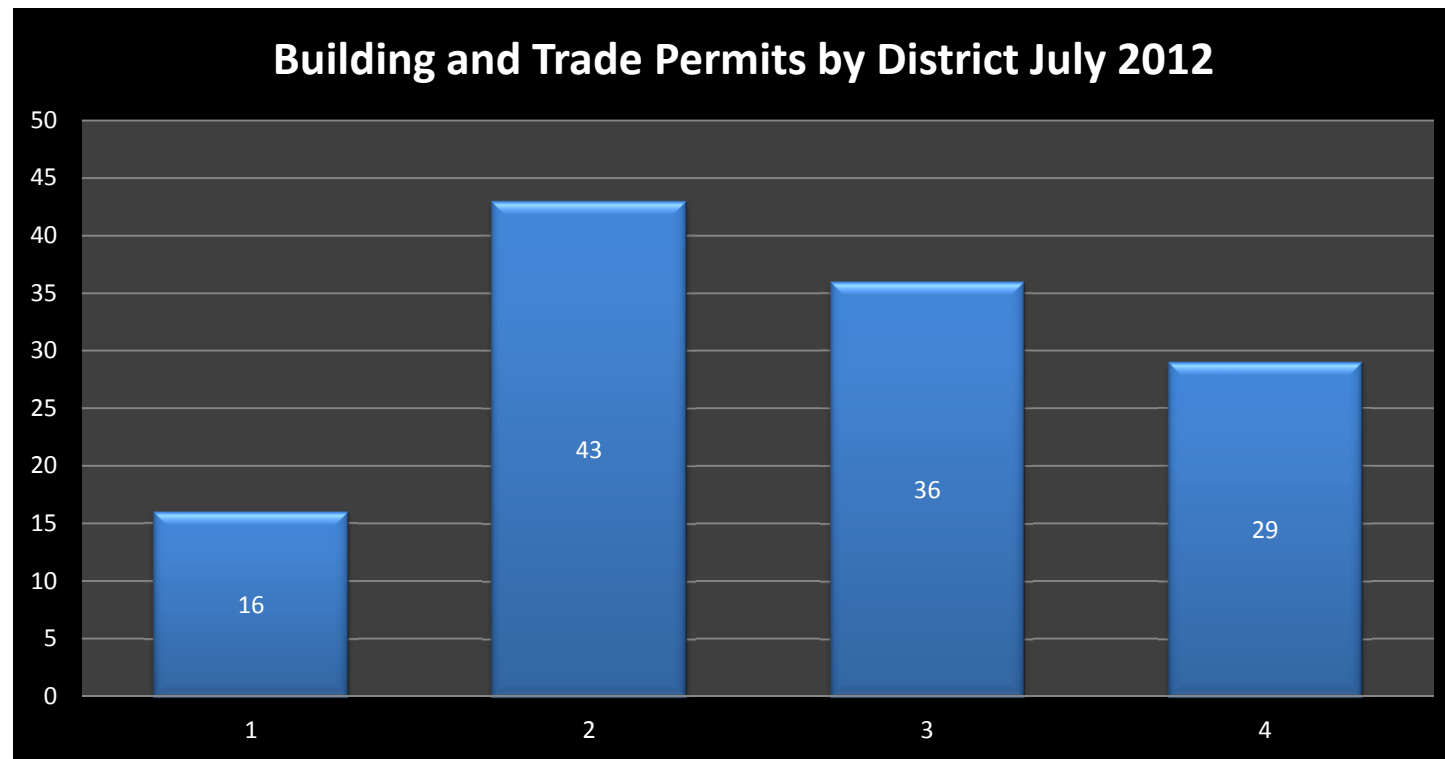
Building Permits

Nov 2011 - July 2012	July 2012	June 2012	July 2011	Fiscal Year To Date
Flammable Fluids	0	0	No data available	4
Building	104	217	No data available	640
Burial	0	1	No data available	4
Community Room	0	0	No data available	2
Culvert Setting	0	2	No data available	11
Demolition	0	1	No data available	7
Electrical	19	38	No data available	228
Fire Code Plan review	0	0	No data available	3
Fire protection	0	0	No data available	2
Highland Bayou Park	1	0	No data available	14
Irrigation	0	0	No Data Available	1
Junkyard	0	0	No data available	1
Liquor License	0	3	No data available	27
Mechanical	11	18	No data available	115
Mobile Home Parks/Mobile Home	1	4	No data available	9
Plan Reviews	0	13	No data available	66
Plumbing	17	37	No data available	289
Public Information	0	0	No data available	9
Replat Fee	0	0	No data available	4
Rezone	0	1	No data available	6
Service Inspection	2	3	No data available	32
Sign	0	1	No data available	2
Solicitor	0	1	No data available	3
Temporary Operation	13	21	No data available	110
Wrecker Permit	0	0	No data available	1
Total	168	361	No data available	
			Total Building Permits	1590

Building and trade permits by district for July 2012

	District A red	District B yellow	District C green	District D blue
Building permits	6	22	27	23
Electrical permits	3	8	5	2
Mechanical Permits	0	9	2	0
Plumbing Permits	7	4	2	4
Total	16	43	36	29

Special Projects



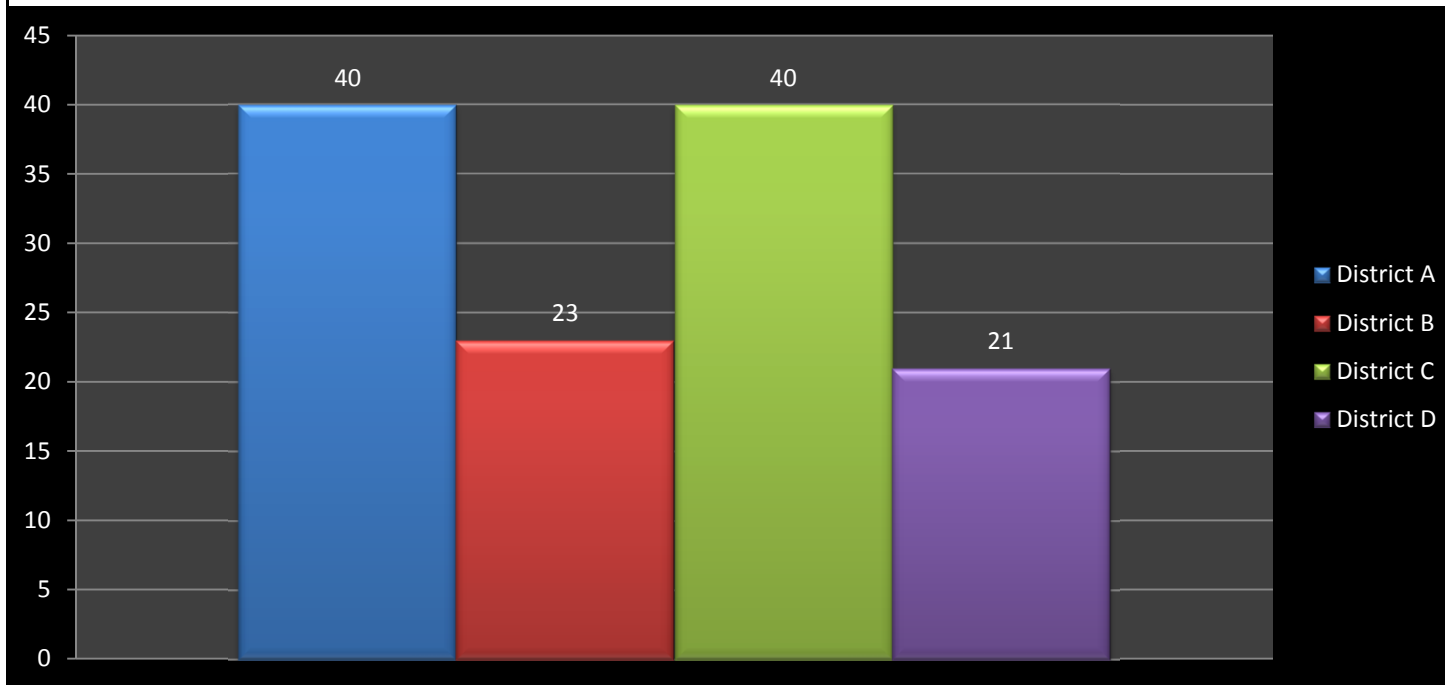
Nov 2011 - July 2012	July 2012	June 2012	July 2011	Fiscal Year To Date
Code Enforcement Violations (properties may have more than one violation)				
Abandoned Premises	6	3	No data available	18
Accumulation of Rubbbish or Garbag	27	15	No data available	69
Disposal of Rubbish or Garbage	27	10	No data available	71
Garbage,Rodents,Refuse & Other W	27	5	No data available	60
Grafitti	2	0	No data available	12
High Grass	26	21	No data available	301
Junk Vehicles	5	5	No data available	57
Junkyard Applications	0	0	No data available	1
Junkyard Enclosure	0	0	No data available	1
Keeping of swine, fowl, etc	0	3	No data available	7
Peddlers Licence/ Liquor Lic required	0	0	No data available	3
Plumbing Hazards	0	0	No data available	9
Prohibited home occupations	1	1	No data available	3
Property owner responsibility	10	7	No data available	48
Removal of Rubble & Haz-Mat	2	0	No data available	3
Required RV Park License/RV parkin	2	0	No data available	8
RV Parks Rules & Regulations	2	0	No data available	4
Sanitation	4	4	No data available	27
Security of Vacant Premises	3	2	No data available	17
Stop Work Order	0	0	No data available	1
Unlawful Deposits	8	11	No data available	105
Vacant Premises	4	5	No data available	22
Water Heater T & P Discharge	0	0	No data available	2
Water Systems/Dirty pools	3	7	No data available	15
Zoning District Violations	0	0	No data available	0

Nov 2011 - July 2012	July 2012	June 2012	July 2011	Fiscal Year To Date
Code Enforcement Violations (properties may have more than one violation)				
Industrial Business without a Dwelling	0	0	No data available	1
Accessory Buildings	4	1	No data available	8
Barking Dogs as a public nuisance	0	0	No data available	1
Comercial Trash Containers	0	0	No data available	1
Commercial containers Garb inside	0	0	No data available	1
Dangerous Conditions	1	8	No data available	21
Electrical Licensing Required	2	0	No data available	3
Exterior Structural Maintenance	31	8	No data available	57
Fire Protection	5	1	No data available	9
Flexible Chords where permitted	2	0	No data available	4
Human water consumption	0	0	No data available	0
Illegal Dumping	8	1	No data available	26
Interior surfaces in disrepair	1	0	No data available	4
Kennels	0	0	No data available	2
No ceiling voids allowing fire ext.	0	0	No data available	2
Occupant responsible for exterminati	0	1	No data available	13
Refrig. / Containers Acces. To Child	2	2	No data available	22
Removal of combustibles	0	2	No data available	6
Screening Required/ not up to code	0	0	No data available	3
Street Address Placement	2	0	No data available	4
Subst./Delapidted Bldg.	8	4	No data available	27
Tires Illegal dumping	7	1	No data available	15
Underground Storage Tank	0	0	No data available	1
Unsafe Electrical Systems	6	0	No data available	16
Unsafe Structures	47	5	No data available	87
Walking Surfaces/Drainage	4	0	No data available	9
Working Without Permit/License	2	0	No data available	13
TOTAL	291	133	No data available	1220

Nov 2011 - July 2012	July 2012	June 2012	July 2011	Fiscal Year To Date
Abatement of property				
10 day Compliance extn	2	15	No data available	81
30 day compliance extn	1	0	No data available	42
Abated by City	1	0	No data available	26
Abated by Owner	4	14	No data available	245
Court No Show	0	0	No data available	16
Charges Dismissed	0	1	No data available	3
Court Reset	0	38	No data available	50
Gave Initial Notice	58	38	No data available	401
Letter sent to City Attorney	0	0	No data available	2
Obtained bid to abate	0	5	No data available	79
Recheck / Follow Up	31	7	No data available	96
Retake & Request Pictures	4	0	No data available	11
Sent to Court	9	7	No data available	76
TOTAL	110	125	No data available	1049

Code Enforcement Inspections - Complaint Driven

	District A	District B	District C	District D
Property Inspections	40	23	40	21
Total Insp			124	



JUDICIAL DEPARTMENT

**Judicial
Monthly Report
July 2012**

	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
Total Cases Pending First of Month	3927	0	4	1437	1444	423	7235		7292	
Active Cases	518	0	1	118	58	184	879		1100	
Inactive Cases	3409	0	3	1319	1386	239	6356		6192	
New Cases Filed	458	0	2	77	38	58	633	4980	434	5728
Cases Reactivated	110	0	0	58	53	6	227		214	
All Other Cases Added	0	0	0	0	0	0	0	0	0	
Total Cases on Docket	1086	0	3	253	149	248	1739		1748	
Dispositions Prior to Trial:										
Uncontested Dispositions	0	0	0	26	13	0	39	630	38	
Dismissed by Prosecution	31	0	0	4	21	0	56	450	2	
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	100	0	0	38	12	9	159	2514	179	3164
By the Court	83	0	0	9	3	8	103	580	106	
By the Jury	0	0	0	0	0	0	0	0	0	2
Acquittals:										
By the Court	0	0	0	0	0	0	0	0	0	3
By the Jury	0	0	0	0	0	0	0	0	0	0
Dismissed by Prosecution	5	0	0	2	3	9	19	532	28	
Compliance Dismissals:										
After Driver Safety Course	17						17	252	22	289
After Deferred Disposition	31	0	0	3	1	1	36	404	44	318
After Proof of Financial Responsibility	6						6	75	9	95

**Judicial
Monthly Report
July 2012**

	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
All Other Transportation Code Dismissals	13	0	0	0	0	0	13	160	22	
All Other Dispositions	28	0	0	13	8	18	67	426	39	
Total Cases Disposed	314	0	0	95	62	45	516	6013	491	
Cases Placed on Inactive Status	91	0	0	52	26	0	169	1767	378	
Total Cases Pending End of Month:	4071	0	6	1419	1420	436	7352		7235	
Active Cases	681	0	3	106	61	203	1054		879	
Inactive Cases	3390	0	3	1313	1359	233	6298		6356	
Show Cause Hearings Held	40	0	0	13	6	6	65	243	101	
Cases Appealed:										
After Trial	2	0	0	0	0	0	2	33	5	35
Without Trial	0	0	0	0	0	0	0	7	1	

Courtesy Letters Mailed:							102	1264	171	925
Courtesy Phone Calls Made:							99	996	107	

City Marshal Activity:	Total This Month	Fiscal Year to Date	Prior Fiscal Year to Date	Total Month Prior
Door Hangers Issued	15	578	0	28
Arrests	32	279	0	26
Collection Phone Calls	320	3460	0	280
Warrant Amounts Collected	16,987.47	269,477.17	0.00	19,622.13
Letters Mailed	24	399	0	23
Holds Placed	58	393	0	62
Non-Cash Credit Amount	58,598.00	557,428.75	0.00	42,701.75

**Judicial
Monthly Report
July 2012**

	Non- Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non- Traffic State Law	City Ordinance	Total this Month	Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
Total Cases Pending First of Month	3927	0	4	1437	1444	423	7235		7292	
Active Cases	518	0	1	118	58	184	879		1100	
Inactive Cases	3409	0	3	1319	1386	239	6356		6192	
New Cases Filed	458	0	2	77	38	58	633	4980	434	5728
Cases Reactivated	110	0	0	58	53	6	227		214	
All Other Cases Added	0	0	0	0	0	0	0	0	0	
Total Cases on Docket	1086	0	3	253	149	248	1739		1748	
Dispositions Prior to Trial:										
Uncontested Dispositions	0	0	0	26	13	0	39	630	38	
Dismissed by Prosecution	31	0	0	4	21	0	56	450	2	
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	100	0	0	38	12	9	159	2514	179	3164
By the Court	83	0	0	9	3	8	103	580	106	
By the Jury	0	0	0	0	0	0	0	0	0	2
Acquittals:										
By the Court	0	0	0	0	0	0	0	0	0	3
By the Jury	0	0	0	0	0	0	0	0	0	0
Dismissed by Prosecution	5	0	0	2	3	9	19	532	28	
Compliance Dismissals:										
After Driver Safety Course	17						17	252	22	289
After Deferred Disposition	31	0	0	3	1	1	36	404	44	318
After Proof of Financial Responsibility	6						6	75	9	95

**Judicial
Monthly Report
July 2012**

	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
All Other Transportation Code Dismissals	13	0	0	0	0	0	13	160	22	
All Other Dispositions	28	0	0	13	8	18	67	426	39	
Total Cases Disposed	314	0	0	95	62	45	516	6013	491	
Cases Placed on Inactive Status	91	0	0	52	26	0	169	1767	378	
Total Cases Pending End of Month:	4071	0	6	1419	1420	436	7352		7235	
Active Cases	681	0	3	106	61	203	1054		879	
Inactive Cases	3390	0	3	1313	1359	233	6298		6356	
Show Cause Hearings Held	40	0	0	13	6	6	65	243	101	
Cases Appealed:										
After Trial	2	0	0	0	0	0	2	33	5	35
Without Trial	0	0	0	0	0	0	0	7	1	

Courtesy Letters Mailed:							102	1264	171	925
Courtesy Phone Calls Made:							99	996	107	

City Marshal Activity:	Total This Month	Fiscal Year to Date	Prior Fiscal Year to Date	Total Month Prior
Door Hangers Issued	15	578	0	28
Arrests	32	279	0	26
Collection Phone Calls	320	3460	0	280
Warrant Amounts Collected	16,987.47	269,477.17	0.00	19,622.13
Letters Mailed	24	399	0	23
Holds Placed	58	393	0	62
Non-Cash Credit Amount	58,598.00	557,428.75	0.00	42,701.75

PUBLIC SAFETY

City of La Marque
Monthly and Year
To Date

Police Department
Month: July
Year: 2012

	CURRENT MONTH (July12)	CURRENT MO. PREV. YR. (July11)	PREV. MONTH (June12)	YR. TO DATE 2012	PREV. YR. TO DATE 2011
<u>PART I CRIMES:</u>					
Homicide	0	0	0	0	2
Rape	0	0	4	8	3
Robbery	3	2	1	10	13
Assault (*includes simple)	39	30	41	241	213
Burglary	12	16	18	104	118
Theft	45	36	39	272	273
M.V. Theft	4	6	8	25	23
<u>PART II CRIMES:</u>	197	215	159	1,315	1,327
<u>CALLS FOR SERVICE:</u>	2,131	1,999	1,679	13,321	13,073
<u>ACCIDENTS:</u>	39	37	28	183	173
Injuries	13	12	5	52	52
Non-injury	26	25	23	131	121
Fatalities	0	0	0	0	1
Alcohol Related	0	1	0	2	5
<u>ADULT ARRESTS:</u>	133	150	134	987	1,127
<u>JUVENILE DETENTIONS:</u>	0	1	2	9	12
<u>TRAFFIC STOPS:</u>	381	335	182	1,998	2,022
Citations	310	246	135	1,486	1,630
Violations	424	362	183	2,066	2,263
Warnings	18	10	0	59	78
<u>DISTURBANCES:</u>	90	113	139	778	703

This month, the Police Department arrested **54** people on municipal warrants, serving **117** warrants.

To date, the Police Department has arrested **333** people on municipal warrants, serving **869** warrants.



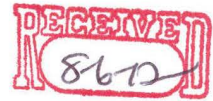
**2012 LA MARQUE POLICE DEPT.
CRIME STATS**



	2008				2009				2010				2011				2012						
	January - December				January - December				January - December				January - December				January - July						
	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	Offense 2011	Offense 2012	% +/-	Clearance 2011	Clearance 2012	% CL 2011	% CL 2012
Murder	1	-67%	1	100%	4	400%	2	50%	3	-25%	2	67%	2	-33%	2	100%	2	0	-200%	2	0	100%	100%
Rape	26	24%	13	50%	22	-15%	10	45%	6	-73%	3	50%	5	-17%	2	40%	3	8	166%	0	4	0%	50%
Robbery	44	69%	17	37%	39	-11%	11	28%	34	-13%	16	47%	28	-18%	12	43%	13	10	-23%	7	4	54%	40%
Aggravated Assault	74	4%	39	53%	98	32%	53	54%	39	-60%	23	59%	29	-26%	18	62%	15	17	13%	7	13	47%	76%
La Marque Violent Crime Total	145	20%	70	48%	163	12%	76	47%	82	-50%	44	54%	64	-22%	34	53%	33	35	6%	16	21	48%	60%
Texas Violent Crime Total	123,621	#DIV/0!	52,303	41%	121,789	-2%	53,587	44%	113,300	-7%	49,852	44%	*	*	*	*	*	*	*	*	*	*	*
Burglary	241	-17%	35	15%	236	-2%	26	11%	202	-16%	77	38%	203	0%	16	8%	118	104	-12%	9	13	8%	13%
Theft	337	25%	96	28%	382	13%	112	29%	478	23%	159	33%	443	-7%	97	22%	273	272	0%	52	96	19%	35%
Motor Vehicle Theft	49	0%	23	47%	45	-8%	27	60%	29	-37%	15	52%	33	18%	8	24%	23	25	9%	7	10	30%	40%
Arson	7	40%	1	14%	9	29%	1	11%	4	400%	0	0%	2	-50%	1	50%	0	7	700%	0	0	0%	0%
La Marque Property Crime Total	634	3%	155	24%	672	6%	166	25%	713	5%	251	35%	681	-4%	122	18%	414	408	-3%	68	119	16%	29%
Texas Property Crime Total	969,807	-2%	146,350	15%	995,150	3%	149,272	15%	951,971	-4%	142,796	15%	*	*	*	*	*	*	*	*	*	*	*
	RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE		% +/-				
La Marque Violent Crime Rate	1,164		12%		1,182		2%		594		-50%		441		-26%		241		6%				
Texas Violent Crime Rate	508		-1%		491		-3%		451		-8%		*		*		*		*				
La Marque Property Crime Rate	4,800		6%		4,872		1%		5,169		5%		4,894		-5%		2,812		-1%				
Texas Property Crime Rate	3,987		-3%		4,016		1%		3,786		-6%		*		*		*		*				
Calls For Service	24,209				28,249				25,017				22,549				13,321						
Population Estimate	14,236				13,794				13,794				14,509				14,509						
Officers per 1,000 pop.	2.0				2.0				2.1				2.0				2.0						
DWI	46				23				39				69				57						
Traffic Citations	3,413				3,872				1,917				2,874				1,486						
Drug Arrests	106				115				90				198				109						

*Data unavailable

LA MARQUE POLICE DEPARTMENT
USE OF FORCE / DEFENSIVE ACTION REPORT



Incident / Case No.: 12-1339

Date of Incident: 07/24/2012 Time: 1644

Location: 1922 Magnolia

REPORTING OFFICER: A. Best ID#: 550

Assignment: Patrol

TYPE OF DEFENSIVE ACTION:

☒ Physical Control Techniques / "Hard Hands" ☐ Baton ☐ OC Spray ☐ Firearm Discharge
☐ TASER ☐ Other (describe): _____

PERSON(S) ARRESTED:

Name: _____ DOB: _____
Name: _____ DOB: _____
Name: _____ DOB: _____

WITNESSES:

Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____

***Note: Defensive Action Report:**

1. Will be completed by each Officer involved in a reportable incident (as per Written Directive 700-2).
2. Will be stapled (as cover pages) to a copy of the applicable Incident Report.
3. Will be reviewed and signed by the Officer's immediate Shift Leader: prior to departing from shift duty (see Written Directive 700-2 for exceptions). Completed packet will be hand carried by Shift Leader to reporting Officer's applicable Division Commander. If incident is serious/sensitive Shift Leader will immediately provide oral/telephonic briefing to appropriate Division Commander and Chief of Police.
4. Applicable Division Commander will review packet then hand deliver packet to the Office of Professional Responsibility (OPR) Manager.
5. OPR Manager will review packet and hand deliver packet to the Chief of Police.

SUMMARY OF INCIDENT (Specifically address the type of defensive action used):

During an attempt to serve a felony warrant for the arrest of the above listed person the suspect refused to comply with verbal commands to place her hands behind her back. Suspect attempted to pull away and appeared to be attempting to enter the kitchen area of the residence while still unhandcuffed. Suspect continued to ignore verbal commands and "soft hand" tactics were used to control suspects movements so that the suspect could be placed in handcuffs.

Explain why it was necessary to use defensive action specified above:

If the suspect had not been physically restrained the suspect could have possibly entered into the kitchen area of residence where numerous potential weapons were available.

Explain why defensive action used was reasonable:

The amount of force used was only the minimal amount of force necessary to affect an arrest.

Explain consequences (injury, damage, etc.) that resulted from the use of defensive action:

Subject was not injured- no need for care.

Post Care Action Performed by Reporting Officer:

Subject was not injured-No post care needed.

If subject was not injured, document observations and/or any statements made by suspect, that indicate subject was not injured:

Subject did not display any injuries, did not complain of any injuries, and did not request any medical attention.

(Attach copies of Incident Reports, Arrest Reports, statements, and other documentation as necessary)

Chain of Command Review

WAS REPORTED USE OF DEFENSIVE ACTION JUSTIFIED? ☒ YES ☐ NO

Shift Leader's Name R. Garcia Signature R. Garcia Date 8/1/12

Comments:

2. WAS REPORTED USE OF DEFENSIVE ACTION JUSTIFIED? ☒ YES ☐ NO

Applicable Division Cdr's Name LT. G. Givens Signature [Signature] Date 08/01/2012

Comments:

3. WAS REPORTED USE OF DEFENSIVE ACTION JUSTIFIED? ☒ YES ☐ NO

OPR Name Sgt. Waggoner Signature [Signature] Date 08/02/12 Manager's

Comments: The actions of Officer Best were consistent with LMPD written Discus.

Review by Chief of Police

Comments:

Actions taken by Officer appear to be aligned w/ W.D. Section.
Chief of Police Name Kendall / Aug Signature [Signature] Date 8-2-12

FIRE DEPARTMENT

City of La Marque

Fire Department
Month: July
Year: 2012

Current Month July 2012	Current Mo. Previous Year (July 2011)	Prev. Month (June 2012)	Fiscal Yr to Date 2011-2012	Fiscal Prev. Yr. to Date 2010-2011
<u><i>Fires</i></u>				
11	7	5	74	72
<u><i>Overpressures, Explosions</i></u>				
0	0	1	5	5
<u><i>Rescue & EMS</i></u>				
135	119	152	1,268	1,293
<u><i>HAZMAT</i></u>				
5	2	5	46	28
<u><i>Good Intent</i></u>				
15	13	9	127	133
<u><i>False Alarm</i></u>				
7	2	6	58	70

La Marque Fire / Rescue

Incident Type Report (Summary)

Alarm Date Between {07/01/2012} And {07/31/2012}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	1.05%	\$15,000	66.96%
113 Cooking fire, confined to container	2	1.05%	\$0	0.00%
131 Passenger vehicle fire	2	1.05%	\$7,400	33.03%
142 Brush or brush-and-grass mixture fire	1	0.52%	\$0	0.00%
143 Grass fire	1	0.52%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.52%	\$0	0.00%
154 Dumpster or other outside trash receptacle	2	1.05%	\$0	0.00%
	11	5.78%	\$22,400	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	0.52%	\$0	0.00%
311 Medical assist, assist EMS crew	7	3.68%	\$0	0.00%
321 EMS call, excluding vehicle accident with	108	56.84%	\$0	0.00%
322 Motor vehicle accident with injuries	13	6.84%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.52%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	5	2.63%	\$0	0.00%
	135	71.05%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.52%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	1.05%	\$0	0.00%
444 Power line down	2	1.05%	\$0	0.00%
	5	2.63%	\$0	0.00%
5 Service Call				
500 Service Call, other	3	1.57%	\$0	0.00%
510 Person in distress, Other	4	2.10%	\$0	0.00%
511 Lock-out	1	0.52%	\$0	0.00%
550 Public service assistance, Other	1	0.52%	\$0	0.00%
551 Assist police or other governmental agency	3	1.57%	\$0	0.00%
552 Police matter	1	0.52%	\$0	0.00%
554 Assist invalid	3	1.57%	\$0	0.00%
561 Unauthorized burning	1	0.52%	\$0	0.00%
	17	8.94%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	9	4.73%	\$0	0.00%
611 Dispatched & cancelled en route	3	1.57%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.52%	\$0	0.00%

La Marque Fire / Rescue

Incident Type Report (Summary)

Alarm Date Between {07/01/2012} And {07/31/2012}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
651 Smoke scare, odor of smoke	2	1.05%	\$0	0.00%
	<u>15</u>	<u>7.89%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	4	2.10%	\$0	0.00%
740 Unintentional transmission of alarm, Other	2	1.05%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.52%	\$0	0.00%
	<u>7</u>	<u>3.68%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 190

Total Est Loss:

\$22,400

CALL STATISTICS FY 2010- 2011
La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH													
Disposition		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Encounters		139	139	132	116	102	128	109	137	125	108	109	122
Transports		98	94	90	94	80	94	84	104	97	93	77	90
Aeromedical		0	0	0	0	0	0	0	0	0	0	0	0
Dead On Scene		1	0	1	1	1	0	0	2	0	1	3	2
Refusals		40	45	41	21	21	34	25	31	28	13	29	30
RESPONSE TIMES PER MONTH (minutes)													
Unit Status		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Dispatch - Location		5	5	5	4	5	4	5	4	4	5	5	5
Location - To Hospital		16	17	19	16	15	15	16	15	15	15	16	16
To Hospital - At Hospital		11	11	12	10	10	9	10	10	9	9	11	9
At Hospital - In Service		25	29	30	27	29	27	30	27	28	29	31	25
Location - At Hospital		26	26	29	24	25	25	25	24	23	23	25	22
Dispatch - At Hospital		31	31	35	29	30	30	29	29	28	29	31	28
Dispatch - In Service		48	51	53	52	52	48	53	48	52	55	53	47

CALL STATISTICS FY 2011- 2012

La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH												
Disposition	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Encounters	150	102	104	110	120	112	110	125	135	132		
Transports	113	78	85	93	104	92	87	101	106	107		
Aeromedical	0	0	0	0	0	0	0	0	0	0		
Dead On Scene	0	1	1	0	1	0	0	0	2	3		
Refusals	37	23	18	17	15	20	23	24	27	22		
RESPONSE TIMES PER MONTH (minutes)												
Unit Status	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Dispatch - Location	5	5	5	5	7	5	5	5	6	5		
Location - To Hospital	17	16	15	15	15	16	17	17	16	17		
To Hospital - At Hospital	11	8	9	9	11	11	10	11	11	11		
At Hospital - In Service	28	25	32	31	29	34	33	34	33	35		
Location - At Hospital	26	23	24	24	25	25	25	26	26	26		
Dispatch - At Hospital	31	28	30	30	31	30	30	32	32	32		
Dispatch - In Service	54	49	57	57	58	58	58	60	58	61		

CALL STATISTICS 2012
La Marque Fire/Rescue

PATIENT TRANSPORTS BY RECEIVING FACILITY													
Facility Code	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
CStJoseph	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MD	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
WomenTx	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MHSE	0 0%	0 0%	1 1%	0 0%	3 3%	3 2%	3 2%	0 0%					10 1%
UTMBHosp	8 8%	14 13%	18 19%	12 13%	17 17%	18 17%	20 19%	9 14%					116 15%
MHPB	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MHCH	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
CLRH	7 7%	8 7%	8 8%	5 5%	8 8%	7 6%	11 10%	2 3%					56 7%
St John	1 1%	1 0%	1 1%	2 2%	2 2%	0 0%	3 2%	1 1%					11 1%
SanJac	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MainInd	77 82%	80 77%	64 69%	67 77%	69 69%	75 72%	67 64%	51 80%					550 74%
Bellaire	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Hermann	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
ShrinrBH	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
St Luke	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
TXChld	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
TOTAL	93	103	92	86	99	103	104	63					743

	100 %	100 %	100 %	100 %	100 %	100 %	100 %	100 %					100 %
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PATIENT DISPOSITION BY MONTH													
Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	111	120	114	110	125	136	132	75					923
Transports	94 84%	104 86%	93 81%	87 79%	100 80%	107 78%	107 81%	64 85%					756 81%
Aeromedical	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Dead On Scene	0 0%	1 0%	0 0%	0 0%	0 0%	2 1%	3 2%	1 1%					7 0%
Unfounded	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Refusals	17 15%	15 12%	21 18%	23 20%	25 20%	27 19%	22 16%	10 13%					160 17%

CALLS BY TIME OF DAY													
Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	35 31%	38 31%	25 21%	30 27%	33 26%	36 26%	36 27%	18 24%					251 27%
1200-1759	28 25%	38 31%	43 37%	40 36%	44 35%	40 29%	43 32%	26 34%					302 32%
1800-2359	28 25%	24 20%	32 28%	24 21%	30 24%	32 23%	35 26%	21 28%					226 24%
0000-0559	20 18%	20 16%	14 12%	16 14%	18 14%	28 20%	19 14%	10 13%					145 15%

PATIENT AGE BY MONTH													
Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
<1	0 0%	0 0%	1 0%	1 0%	1 0%	1 0%	0 0%	0 0%					4 0%
1-8	1 0%	0 0%	6 5%	0 0%	0 0%	5 3%	5 3%	2 2%					19 2%

9-12	1 0%	0 0%	2 1%	1 0%	3 2%	0 0%	1 0%	2 2%					10 1%
13-17	2 1%	5 4%	2 1%	2 1%	3 2%	1 0%	2 1%	3 4%					20 2%
18-25	4 3%	13 10%	12 10%	14 12%	9 7%	16 11%	13 9%	4 5%					85 9%
26-50	24 21%	27 22%	32 28%	31 28%	45 36%	42 30%	53 40%	22 29%					276 29%
51-75	44 40%	43 35%	37 32%	37 33%	44 35%	47 34%	40 30%	29 38%					321 34%
76-100	33 30%	32 26%	22 19%	23 21%	19 15%	24 17%	18 13%	13 17%					184 19%
>100	1 0%	0 0%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%					2 0%

DISPATCHED CALL TYPES PER MONTH													
Call Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Abd Pain	3 2%	1 0%	2 1%	0 0%	6 4%	8 5%	2 1%	1 1%					23 2%
Allergic Rx	1 0%	0 0%	1 0%	0 0%	0 0%	0 0%	1 0%	0 0%					3 0%
Animal Bite	0 0%	0 0%	0 0%	0 0%	1 0%	2 1%	0 0%	0 0%					3 0%
Assault	1 0%	2 1%	3 2%	0 0%	0 0%	5 3%	5 3%	2 2%					18 1%
Auto Ped	0 0%	1 0%	1 0%	1 0%	1 0%	0 0%	1 0%	1 1%					6 0%
Back Pain	0 0%	3 2%	0 0%	2 1%	4 3%	0 0%	0 0%	1 1%					10 1%
Burns	0 0%	1 0%	0 0%	1 0%	0 0%	0 0%	1 0%	0 0%					3 0%
CO Poison	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
CPR	1 0%	1 0%	0 0%	0 0%	0 0%	1 0%	2 1%	0 0%					5 0%
Cardiac	12 10%	13 10%	11 9%	15 13%	21 16%	13 9%	8 6%	7 9%					100 10%
Childbirth	0 0%	0 0%	0 0%	1 0%	1 0%	1 0%	3 2%	0 0%					6 0%

Choking	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	1 1%					2 0%
DOS	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%					1 0%
Diabetic	7 6%	5 4%	7 6%	3 2%	7 5%	6 4%	6 4%	3 4%					44 4%
Drowning	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Electrocution	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Eye Injury	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Falls	6 5%	11 9%	5 4%	9 8%	9 7%	7 5%	11 8%	5 6%					63 6%
Fire/Hazmat	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
GSW/Stab	1 0%	1 0%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%					3 0%
Headache	1 0%	1 0%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%					3 0%
Heat/Cold	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%					1 0%
Hemorrhage	4 3%	0 0%	1 0%	3 2%	0 0%	0 0%	0 0%	1 1%					9 0%
Ind Accident	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MVA	3 2%	10 8%	13 11%	13 11%	12 9%	19 13%	28 21%	4 5%					102 11%
Medical	25 22%	26 21%	33 28%	19 17%	19 15%	25 18%	22 16%	17 22%					186 20%
Other	4 3%	4 3%	6 5%	8 7%	8 6%	10 7%	6 4%	4 5%					50 5%
Overdose	1 0%	1 0%	1 0%	3 2%	2 1%	1 0%	0 0%	1 1%					10 1%
Person Down	1 0%	2 1%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%					4 0%
Psych	1 0%	0 0%	0 0%	0 0%	3 2%	1 0%	0 0%	2 2%					7 0%
Respiratory	18 16%	14 11%	9 7%	14 12%	9 7%	15 11%	13 9%	8 10%					100 10%
Seizures	7	6	9	6	5	7	6	4					50

	6%	5%	7%	5%	4%	5%	4%	5%					5%
Service Call	2 1%	0 0%	0 0%	1 0%	0 0%	0 0%	1 0%	0 0%					4 0%
Stroke	1 0%	0 0%	2 1%	2 1%	1 0%	4 2%	5 3%	2 2%					17 1%
Trauma	6 5%	7 5%	8 7%	6 5%	8 6%	6 4%	3 2%	6 8%					50 5%
Unconscious	5 4%	8 6%	2 1%	2 1%	4 3%	5 3%	7 5%	5 6%					38 4%
Unknown	0 0%	2 1%	0 0%	1 0%	0 0%	0 0%	0 0%	0 0%					3 0%

CALL LOCATIONS BY MONTH													
Map Page	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
38C													
563													
563A													
565A													
699G													
736A													
736V													
737J													
737K													
737L													
737N													
737P													
737T													
737U													
737Z													
738H													
999999999													
NONE													
PATIENT 1													
PATIENT 2													

RESPONSE TIMES PER MONTH (minutes)													
Unit Status	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Dispatch - Location	5	7	5	5	5	6	5	5					5
Location - To Hospital	15	15	16	17	17	16	17	16					16
To Hospital - At Hospital	9	11	11	10	11	11	11	9					10
At Hospital - In Service	31	29	34	33	34	33	35	38					33
Location - At Hospital	24	25	25	25	26	25	26	23					25
Dispatch - At Hospital	30	31	30	30	32	32	32	29					31
Dispatch - In Service	57	58	58	58	59	58	61	63					59

EDC DEPARTMENT

City of La Marque
Month and Year
To Date

EDC
Month: July
Year: 2012

	CURRENT MONTH	CURRENT MO. PREV. YR.	PREV. MONTH	YR. TO DATE 2012	PREV. YR. TO DATE 2011
<u>*ShopsQA Businesses Register</u>	0	None	1	9	None
<u>**ShopsQA Businesses Listed</u>	0	None	55	121	None

*Registered businesses have officially joined the program

**Listed businesses have been added by ShopsQA

The Staff at ShopsQA is working on a recurring mapping issue. I am told they have figured out the problem and they are beginning to fix the issue.