

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, October 8, 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 (3-9)

- a. Public Hearing/Regular City Council Meeting, September 24, 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 – amending the FY 2011-12 Budget

(7) OLD BUSINESS (10-11)

- a. Discussion/possible action – Ordinance No. **O-2012-1067** amending the FY 2011-12 budget. This is the second reading

(8) NEW BUSINESS (12-131)

- a. Discussion/possible action-authorizing the City Manager to execute a contract with Republic Services Inc. for Solid Waste Collection Services –City Manager C. Buttler
- b. Discussion/possible action -City Manager Review and Employment Contract. Possible Executive Session pursuant to Texas Government Code Section, 551.074, Personnel Matters –City Manager C. Buttler
- c. Discussion/possible action – cancelling the second Regular City Council Meetings of November 26, 2012 and December 24, 2012 due to holidays- City Manager C. Buttler
- d. Discussion/possible action - Authorizing the City Manager to enter into an agreement with East Texas Gulf Coast Regional Trauma Advisory Council (RAC-R) - Fire Chief T. Weidman
- e. Discussion/possible action – Ordinance No. **O-2012-1068** an ordinance of the City of La Marque, Texas, repealing Chapter 17, Article III, Coin-Operated amusement machines, of the Code of Ordinances, City of La Marque, Texas, and in its place adopting a new Chapter 17, Article III, Coin-Operated amusement machines, providing for definitions; providing for occupation tax; requiring a receipt to be attached to the machine, providing for exemptions; providing that illegal machines are not authorized; providing that skill or pleasure coin-operated machines are prohibited near schools; regulating amusement redemption machines and gamerooms; and amending Appendix A, schedule of fees and charges, coin operated amusement machines, to increase the license fee for each machine, payment of fee and issuance of a license regulating Article III, Coin-Operated machines. This is the first reading. –Development Services A. Tims
- f. Discussion/possible action – agreement with Galveston County Health District for Water Pollution Control and Abatement –Public Works Director M. Morgan

- g. Discussion/possible action – Resolution No. **R-2012-1190** authorizing the submission of a Texas Community Development Block Program application to the Texas Department of Agriculture –Public Works Director M. Morgan
- h. Discussion/possible action – Resolution No. **R-2012-1191** establishing Section 3 Policy Community Development Block Grant (CDBG) Program–Public Works Director M. Morgan
- i. Discussion/possible action – Resolution **R-2012-1189** of the City Council of the City of La Marque, Texas, approving a legal services agreement with Hodge Law Firm, P.L.L.C., and Tylka Law Center, P.C and Law Offices of A. Craig Eiland P.C.; providing for incorporation of premises and pending an effective date, seeking compensation and other relief arising from windstorm damage caused by Hurricane Ike. Possible Executive Session pursuant to Texas Government Code, Section 551.071 –Consultation with Attorney regarding pending or contemplated litigation or a matter –City Manager C. Buttler

(9) CITY MANAGER REPORT – No Council Action Necessary (132-151)

(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 TEX. GOV'T CODE §551.415.(b), "items of community interest" includes:
- (1) expressions of thanks, congratulations, or condolence;
 - (2) information regarding holiday schedules;
 - (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
 - (4) a reminder about an upcoming event organized or sponsored by the governing body;
 - (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and
 - (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

(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 5th day of October 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
SEPTEMBER 24, 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. Regular City Council Meeting, September 10, 2012

Councilmember Trube made a motion to approve the minutes as written. Councilmember Osteen seconded the motion. Minutes were approved unanimously.

(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.

Geraldine Sam, 2412 Stonewall, addressed City Council regarding her concerns on the budget deficits and unaccounted FEMA funds.

City Manager Buttler stated that the proposed budget for FY 2012-13 is balanced as requested by Council and there is a proposed budget amendment on this agenda which will balance the current budget issues. City Manager Buttler stated that it would not be appropriate to address the FEMA until the task force has had an opportunity to meet.

(6) PUBLIC HEARING

a. Ordinance No. **O-2012-1064** an ordinance making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2012 and ending September 30, 2013 appropriating money to a sinking fund to pay interest and principal due on the city's indebtedness; and adopting the annual enterprise and general fund budgets for the City of La Marque for 2012-2013 fiscal year

Public Hearing opened at 6:05 a.m.

Geraldine Sam, 2412 Stonewall, inquired as to the purpose of the sinking fund to pay interest and principal due on the city's indebtedness.

City Manager Buttler stated that the total tax rate of 0.51436 will remain the same. Ms. Sam was informed that a portion of the tax rate (I&S), 0.106242 are funds allocated to pay the interest on the city's obligations. The proposed tax rate is the same rate as last year. The tax rate will not increase.

Public hearing closed at 6:10 p.m.

b. Ordinance No. **O-2012-1065** an ordinance levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2012-2013 Tax Fiscal Year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid

Public Hearing opened at 6:11 p.m.
Geraldine Sam, 2412 Stonewall, asked for clarification on the proposed tax rate. Ms. Sam was informed that the City current tax rate of 0.51436 will remain the same.

Public Hearing closed at 6:14 p.m.

c. Ordinance **O-2012-1066** adding "Open-Air Markets" to Section 71-4 of the City of La Marque Ordinances Definitions and Section 71-13 Paragraph (C) (1) General Commercial subparagraph (64) of the City of La Marque Code of Ordinances

Public Hearing opened at 6:14 p.m.

Geraldine Sam, 2412 Stonewall, asked if this proposed ordinance addressed garage sales . Ms. Sam was informed that the proposed ordinance will address Open-Air Markets in General Commercial zones.

Public Hearing closed at 6:17 p.m.

At this time, Mayor Hocking deviated from the agenda and moved to agenda item 8e and 8f.

(7) OLD BUSINESS

a. Discussion/possible action – Ordinance No. **O-2012-1064** an ordinance making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2012 and ending September 30, 2013 appropriating money to a sinking fund to pay interest and principal due on the city's indebtedness; and adopting the annual enterprise and general fund budgets for the City of La Marque for 2012-2013 fiscal year. This is the second reading.

Councilmember Trube made a motion to approve Ordinance No. **O-2012-1064** an ordinance making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2012 and ending September 30, 2013 appropriating money to a sinking fund to pay interest and principal due on the city's indebtedness; and adopting the annual enterprise and general fund budgets for the City of La Marque for 2012-2013 fiscal year. Mayor Pro-Tem Bell seconded the motion.

Councilmember Trube - page 52 regarding the Emergency Management Coordinator - indicated that she did not see payroll for this position. City Manager Buttler indicated at this time there are no plans to fill the position. With the budget constraints, City Manager Buttler stated the duties will be redistributed among current staff which includes Kyle Hunter, Assistance Emergency Manager Coordinator, Chief Aragon and Lt. Jackson.

There was discussion regarding the FEMA Task Force and the upcoming meeting.

Councilmember Trube – asked about the utility fund and payroll for the department. Discussion following the initial budget had proposed the transfer of staff from accounting to utility department.

Discussion followed regarding the proposed \$40,000 for envelopes for water bills. This will be adjusted to reflect Council direction.

Councilmember Osteen – asked about the purpose for fuel in the utility account. The fuel is for the meter readers.

Councilmember Trube – asked about a line item in the budget for library donations. City Manager Buttler is in the process of meeting with staff and waiting for a complete report.

Councilmember Trube – asked if the number of hours listed in HR were for comp time, Council was informed that the amount is for workers compensation.

Cemetery board was moved to the City Manager's budget.

Council budget had been adjusted to reflect the contingency funds being removed and placed under the City Manager's budget.

Discussion on professional fees and City Manager Buttler informed Council that these funds are being utilized for pay for the interim position.

Discussion followed in the importance of the equipment replacement funds. City Manager Buttler stated the importance of providing employees with the proper tools to perform their jobs.

Councilmember Osteen – page 43 – indicated the numbers were incorrect. Review of the page indicated a formula error and it will be corrected

Supplemental annuities were moved.

The motion to pass Ordinance No. **O-2012-1064** passed unanimously.

b. Discussion/possible action – Ordinance No. **O-2012-1065** an ordinance levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2012-2013 Tax Fiscal Year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. This is the second reading.

Councilmember Trube made a motion to approve Ordinance No. **O-2012-1065** an ordinance levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2012-2013 Tax Fiscal Year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. Councilmember Osteen seconded the motion.

Mayor Hocking stated for the record, the City of La Marque is NOT raising taxes.
Motion passed unanimously.

c. Discussion/possible action -proposed ordinance **O-2012-1066** adding "Open-Air Markets" to Section 71-4 of the City of La Marque Ordinances Definitions and Section 71-13 Paragraph (C)(1) General Commercial subparagraph (64) of the City of La Marque Code of Ordinances. This is second reading

Councilmember Trube made a motion to approve proposed ordinance **O-2012-1066** adding "Open-Air Markets" to Section 71-4 of the City of La Marque Ordinances Definitions and Section 71-13 Paragraph (C) (1) General Commercial subparagraph (64) of the City of La Marque Code of Ordinances. Councilmember Brown seconded the motion.

Councilmember Osteen asked for clarification on can or cannot be sold in an enclosed building.. City Manager Buttler informed Council that staff is in the process of preparing a policy for the city. This will be taken into consideration before an Open-Air Market will be approved for business. Mayor Pro-Tem Bell indicated that this proposed ordinance is a "hollowed-out" ordinance and a policy needs to be prepared as soon as possible outlining the what the parameters will be.
Motion passed unanimously

(8) NEW BUSINESS

a. Discussion/possible action –Resolution **No. R-2012-1188** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2013

Councilmember Osteen nominated Mayor Hocking to serve as the Representative to the General Assembly of the Houston-Galveston Area Council. Councilmember Brown seconded the motion.

Councilmember Trube nominated Mayor Pro-Tem Bell to serve as the Official Alternate to the General Assembly of the Houston-Galveston Area Council. Councilmember Osteen seconded the motion.
Motions passed unanimously.

b. Discussion/possible action – appointment(s) to Boards and Commissions

Councilmember Osteen made a motion to appoint Mr. Kurt Koopman to the Cemetery Board. Mayor Pro-Tem Bell seconded the motion. Motion passed unanimously.

Councilmember Brown made a motion to appoint Christopher Lane to the Planning & Zoning Commission. Councilmember Trube voiced concerns regarding the appointment due to a charter requirement which states that the appointee must own real property within the city.
Discussion followed and Councilmember Brown withdrew his motion. Mayor Pro-Tem Bell indicated that if it if an appointee does not meet charter/ordinance requirements and it was proven, any actions taken by the appointee could be challenged in court.
Mayor Pro-Tem Bell made a motion to table this item. Councilmember Trube seconded the motion. Agenda item was tabled.

c. Discussion/possible action –authorizing the City Manager to enter into an agreement with Rust-Ewing Insurance as service provider to the City of La Marque for employee benefit services for a one year term beginning September 24, 2012

Councilmember Trube made a motion to authorize the City Manager to enter into an agreement with Rust-Ewing Insurance as service provider to the City of La Marque for employee benefits services for a one year term. Mayor Pro-Tem Bell seconded the motion. Discussion followed regarding the term and City Manager Buttler informed Council that the agreement would be effective upon Council approval. There is no current contract.
Motion passed unanimously.

d. Discussion/possible action – employee group health insurance

Councilmember Trube made a motion to approve the employee group health insurance. Mayor Pro-Tem Bell seconded the motion.

Bob Senter and Craig Watts, Rust-Ewing, presented the proposals to City Council. Based on the city's loss ratio this year, Rust-Ewing was able to negotiate a much better plan with no increase.

Blue Cross/Blue Shield presented a renewal of 9.36%

TML was not competitive

United Health Care was the best option and with negotiations resulted in a richer plan for the employees. The Plan will include a wellness program with incentives. Mr. Watts indicated that every effort was taken to ensure to balance what the city can afford and provide a quality health plan for the employees. Rust-Ewing made a recommendation to award the employee group health insurance to United Health Care Plan T67-P, Option 3.

Mayor Pro-Tem Bell made a motion to amend his motion to reflect awarding the employee group health insurance to United Health Care Plan T67-P, Option 3. Councilmember Trube seconded the amendment to the motion.

Vote on amendment to the motion was unanimous.

Vote on original motion as amended was unanimous.

e. Discussion/possible action – City of La Marque and La Marque Fire Fighters Collective Bargaining Agreement

Mayor Pro-Tem Bell made a motion to approve the Collective Bargaining Agreement between the City of La Marque and the La Marque Fire Fighters. Councilmember Trube seconded the motion. The motion passed unanimously.

f. Discussion/possible action – City of La Marque and La Marque Police Association modifying their collective bargaining agreement executed November 11, 2011

Mayor Pro-Tem Bell made a motion to approve the collective bargaining agreement executed November 11, 2011 between the City of La Marque and the La Marque Police Association. Councilmember Trube seconded the motion. Motion passed unanimously.

Mayor Hocking deviated back to agenda item Old Business.

g. Discussion/possible action – Ordinance No. **O-2012-1067** amending the FY 2011-12 budget. This is the first reading.

Mayor Pro-Tem Bell made a motion to approve Ordinance No. **O-2012-1067** amending the FY 2011-12 budget. Councilmember Trube seconded the motion. Motion passed unanimously.

h. Discussion/possible action – LM 02-12 Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide to DXI Industries in the amount of \$38,275.40

Mayor Pro-Tem Bell made a motion to approve LM 02-12 Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide to DXI industries in the amount of \$38,275.40. Mayor Hocking seconded the motion. There was clarification on number of bids received, bids received two (2). Motion passed unanimously.

i. Discussion/possible action – LM 05-12 to Apache Oil Company in the amount of \$214,400.00

Councilmember Trube made the motion to approve– LM 05-12 to Apache Oil Company in the amount of \$214,400.00. Councilmember Osteen seconded the motion. Motion passed unanimously.

j. Discussion/possible action – LM 06-12 Hot Mix Asphalt / Cold Mix Cold Lay (CMCL) in the amount of \$53,300.00

Councilmember Trube made a motion to approve LM 06-12 Hot Mix Asphalt / Cold Mix Cold Lay (CMCL) in the amount of \$53,300.00. Mayor Pro-Tem Bell seconded the motion. Councilmember Brown asked if the materials were for potholes/repair of water leaks. The materials are minor street repairs. Councilmember also asked if the

materials were shipped in stages and Council was informed that the materials are shipped in stages as needed. Motion passed unanimously.

k. Discussion/possible action – LM 07-12 to Vulcan Construction Materials, LP in the amount of \$30,012.00

Mayor Pro-Tem Bell made a motion to approve LM 07-12 to Vulcan Construction Materials, LP in the amount of \$30,012.00. Councilmember Trube seconded the motion. Motion passed unanimously.

l. Discussion/possible action – LM 08-12 Lubricating Oil to Pumpelly Oil Acquisition LLC in the amount of \$22,821.80

Councilmember Trube made a motion to approve LM 08-45 Lubricating Oil to Pumpelly Oil Acquisition in the amount of \$22,821.80. Mayor Pro-Tem Bell seconded the motion. Councilmember Osteen stated that there approximately a \$124.00 bid difference between the low bidder and the current provider. Councilmember Osteen asked if it would be more feasible to stay with the current provider, since they are already in place. Council was informed that the bid should go to the lowest responsible bid and if there are no concerns with the low bidder, the bid should be awarded accordingly. Motion passed unanimously.

m. Discussion/possible action - LM 09-12 Sludge Removal to Terra Renewal in the amount of \$93,625.00

Mayor Pro-Tem Bell made a motion to approve LM 09-12 Sludge Removal to Terra Renewal in the amount of \$93,625.00. Councilmember Trube seconded the motion.

n. Discussion/possible action - LM 10-12 Water and Sewer Supplies to Ferguson Waterworks in the amount of \$100,000.00

Mayor Pro-Tem Bell made a motion to approve LM 10-12 Water and Sewer Supplies to Ferguson Waterworks in the amount of \$100,000.00. Councilmember Trube seconded the motion. Motion passed unanimously.

(9) CITY MANAGER REPORT – No Council Action Necessary

Councilmember Osteen asked for additional information regarding National Night Out which will be held October 2nd.

(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 Brown - announced the 2nd Annual Western Celebration on September 29, 2012 at the Bell Museum, 117 Bell Drive.

Councilmember Trube - thanked everyone that came out to the meeting.

Councilmember Osteen - asked for an update on Newman Rd.

Mayor Pro-Tem Bell - thanked Councilmember Brown for the announcement for the 2nd Annual Western Celebration on September 29, 2012 at the Bell Museum. Mayor Pro-Tem Bell also thanked Mr. Lane for his application and suggested modifications to the application process.

Mayor Pro-Tem Bell concluded by asking code enforcement to make a site visit to the property located at Texas Ave/Westward St.

Mayor Hocking - announced that he had delivered two La Marque Cougar jerseys- one to the Mayor of Texas City and one to TJ Aulds.

Mayor Hocking thanked the citizens of La Marque, fellow Councilmembers, City Manager, and staff for a job well done. The budget is now balanced with no tax increase.

(11) ADJOURNMENT

Councilmember Trube made a motion to adjourn the meeting. Councilmember Osteen seconded the motion. The meeting adjourned at 7:42 p.m.

Bobby Hocking, Mayor

Zina Tedford, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: 10/8/12
Prepared by: Suzy Kou
Department: Finance

Agenda item: 7a
Reviewed by: *CJB*

AGENDA ITEM DESCRIPTION: Ordinance No. O-2012-1067 amending the FY 2011-2012 budget. **This is the second reading.**

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Attachments for Reference

Budget amendment ordinance with Exhibit A; September 26, 2011 agenda

Staff Briefing: The 2011 General Obligation Refunding bonds issuance was brought before Council per September 26, 2011 (Ordinance 1055) with closing date in November 2011. At that time, Council already adopted the 2011-12 budget without the debt payments for this issue.

History (if applicable) : September 24, 2012 - first reading of Ordinance

Target Implementation:

Significant Action Dates: September 26, 2011; September 24, 2012, October 8, 2012

Action:

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Ordinance

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Resolution

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Proclamation

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Special Presentation

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Finance Report

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Public Hearing

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Other

Cost Details:

Budgeted	\$0.00
Actual Bid	
Estimated Expenditure	\$711,842
Acct. Name	See Attached
Line Item #	See Attached
Other Funding	

Staff's Recommended Motion: Approve second reading of Ordinance O-2012-1067 to amend the 2011-12 budget for 2011 General Obligation Refunding debt payment.

Fiscal Impact: Increase debt expenditure line items by \$711,842. Funding will come from Utility Fund.

ORDINANCE NO. O-2012-1067

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2011-12 BUDGET BY APPROPRIATING TO INDIVIDUAL BUDGET ACCOUNTS IN CERTAIN AMOUNTS FOR CERTAIN FUNDS AS SET FORTH IN ATTACHED EXHIBIT "A".

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

Section 1. That the City of La Marque 2011-12 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

PASSED and APPROVED on first reading on the 24th day of September 2012.

PASSED and APPROVED on second and final reading on the _____ day of October 2012.

ATTEST:

CITY OF LA MARQUE, TEXAS:

By: _____
Zina Tedford, City Clerk

By: _____
Bobby Hocking, Mayor



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2012
Prepared by: cjb
Department: Administration

Agenda item: 8a
Reviewed by: *CJB*

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

☒ **Attachments for Reference**
1. Proposed Contract

Staff Briefing:

BFI Waste Services of Texas, LP is represented as Republic Services to handle solid waste collection and recycling services for the City of La Marque.

Attorneys for both the City and Republic Services reviewed and approved proposed contract terms and conditions.

In addition to their cooperation as a corporate neighbor through partnerships for several municipal-related functions, Republic Services already operates the landfill within La Marque city limits.

History (if applicable): Due to the number of years since the original contract and the number of amendments over the years, I requested a new contract be prepared to reflect current practices and requests from the community, Council, and staff for additional services.

Target Implementation: To Be Determined

Significant Action Dates:

Spring 2012 – Republic attended meetings with Clean City Commission to discuss available services for community outreach.

March 2012 – Begin meetings with Republic Services to discuss recycling and providing additional services to the community

July 2012 – City Council Workshop on Proposed Recycling Program

August 2012 – Council received a presentation and draft contract for review and discussion.

September 2012 – Councilmember Trube, City Manager, Interim Finance Director, Mr. Carroll, and staff reviewed and negotiated contract terms.



CITY COUNCIL AGENDA FORM

Action:

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Ordinance

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Resolution

☐

Proclamation

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Special Presentation

☐

Finance Report

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Public Hearing

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Other - Contract

Cost Details:	
Budgeted	\$926,484.00
Actual Bid	
Estimated Expenditure	\$926,484.00
Acct. Name	Sanitation
Line Items #	63-6032, 6033, 6034
Other Funding	

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

Fiscal Impact: The City will receive additional services/partnership arrangements valued at a minimum of \$106,000.00.



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 appointed and acting City Manager, Carol Buttler, 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 Gregory 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 Units
 - ☒ Municipal Facilities
 - ☒ Single Stream Recyclables from Residential Units and Municipal Facilities
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, Carol Buttler, the City Manager of the City of La Marque, hereunto subscribed her name, and Gregory 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

Signed: _____
By: Carol Buttler
Its: City Manager

ON: _____, 2012

WITNESSES: Contractor: BFI Waste Services of Texas, LP

BY: By: Allied Waste Landfill Holdings, Inc.
Its: General Partner

Signed: _____
By: Gregory Rutherford
Its: Houston 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

EXHIBIT A
GENERAL SPECIFICATIONS - INDEX

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags
- 1.02 Bin
- 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
- 1.08 Container for Recycling
- 1.09 Construction Debris
- 1.10 Disposal Site
- 1.11 Garbage
- 1.12 Institutional Solid Waste
- 1.13 Large Commercial and Industrial Unit
- 1.14 Multi-Family
- 1.15 Municipal Facilities
- 1.16 Producer
- 1.17 Recycling
- 1.18 Recyclable Materials
- 1.19 Residential Unit
- 1.20 Rubbish
- 1.21 Small Dead Animals
- 1.22 Solid Waste
- 1.23 Waste Material
- 1.24 Yard Waste

DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste
- 2.02 Hazardous Waste
- 2.03 Large Dead Animals
- 2.04 Offal Waste
- 2.05 Special Waste
- 2.06 Stable Matter
- 2.07 Vegetable Waste

2.0 SCOPE OF WORK

- 3.01 General
- 3.02 Work Not Covered By Contract
- 3.03 Additional Work Separately Contracted At Contractor's Election with Large Commercial and Industrial Units.
- 3.04 Additional Work Separately Contracted At Contractor's Election with Residential Units and Municipal Facilities.

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- 4.02 Hours of Operation
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- 4.07 Office
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 - 5.01 Waste Material Collection and Disposal Rates (Exhibits C, E and F)
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 - 5.03 Additional Costs and Charges
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- 5.0 COMPLIANCE WITH LAWS
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- 8.0 LICENSES AND TAXES
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- 11.0 EXCLUSIVE CONTRACT
- 12.0 TITLE TO WASTE AND RECYCLABLE MATERIALS
- 13.0 TERMINATION OF CONTRACT
- 14.0 CONTRACTOR'S PROPERTY
- 15.0 NEWLY DEVELOPED AREAS
- 16.0 MISCELLANEOUS TERMS

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 with weights or volumes greater than those allowed for Bins or Containers, as the case may be, other than Construction Debris and other items specifically excluded in this Contract.
- 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 side-load 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 Contract.
- 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 side-load 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 Contract.
- 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 or 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)
 - Other Recyclable Materials as agreed upon between City and Contractor
- 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 Excluded Waste (excluded from this Contract)– Excluded Waste is all Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.
- 2.02 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.
- 2.03 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.
- 2.04 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.

- 2.05 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.
- 2.06 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.
- 2.07 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 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 Contract.
- 3.03 Additional Work Separately Contracted at Contractor’s Election with Large Commercial or Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial or 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 Unit 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 City 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. The Contractor shall also provide the City contact information for after-hours support to be used in the event of an emergency.
- 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, with the assistance of the Contractor, shall notify all Producers at Residential Units about complaint procedures, rates, regulations, the Recyclable Materials program 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 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 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 and Exhibit H, respectively, 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, that commodity shall be eliminated from the Recyclables Materials program and shall be collected as Solid Waste.
- 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 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 Large Commercial and Industrial Units for services provided by the Contractor pursuant to the contracts Contractor may negotiate with such customers.
- 5.07 Delinquent and Closed Accounts– The Contractor shall discontinue Waste Material collection service at any Residential Unit 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 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 30th 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 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 indemnify, defend and hold harmless City and its employees and agents from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Contractor, and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the services under this Contract, or the breach of this Contract by Contractor.
- 8.02 To the extent permitted by applicable law, City shall indemnify, defend and hold harmless Contractor, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors

and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of City, and its employees and agents, in the performance of this Contract, or the breach of this Contract by City.

- 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

- 10.1 Except for City's obligation to pay amounts due to Contractor for services previously rendered, 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 Contract. 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.

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 Hand Collection Units, and Municipal Facilities covered by this Contract. 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 and Municipal Facilities.

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, 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.

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.
- 17.12 Each party hereto represents and warrants that it is authorized to enter into this Contract and that any person or entity executing this Contract on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.
- 17.13 The section headings contained in this Contract are for reference purposes only and do not in anyway affect the meaning or interpretation of the Contract.

- 17.14 Any notice or statement by any party shall be deemed to be sufficiently given (unless otherwise stated) if delivered in person, sent by United States certified mail, postage prepaid, return receipt requested, or sent by overnight delivery to the notified party at its address as set forth herein:

CITY:
City of La Marque
Attn: City Manager
1111 Bayou Road
La Marque, Texas 77568

CONTRACTOR:
Republic Services
Attn: General Manager
5301 Brookglen Drive
Houston, Texas 77017

These addresses shall remain in effect, unless another address is substituted by written notice. Notwithstanding the above, the Village may orally provide the Contractor with any notice required or permitted by this Contract, provided that such notice shall also be sent as required by this Paragraph within ten (10) business days from the date of such oral notice.

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
(or equivalent)**

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 Combined – Single Limit	\$3,000,000 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 Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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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 (or equivalent)) 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 - Fourteen Dollars and Five 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											
	<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	\$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

		Extra		Extra		Extra		Extra		Extra		Extra
	<u>1x</u>	<u>Pickup</u>	<u>2x</u>	<u>Pickup</u>	<u>3x</u>	<u>Pickup</u>	<u>4x</u>	<u>Pickup</u>	<u>5x</u>	<u>Pickup</u>	<u>6x</u>	<u>Pickup</u>
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>	<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	\$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: 5301 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 Contract, 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 Cleanups: 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 COUNCIL AGENDA FORM

Meeting Date: October 8, 2012
Prepared by: cjb
Department: Administration

Agenda item: 8b
Reviewed by: *CJB*

AGENDA ITEM DESCRIPTION: Discussion/possible action-City Manager Review and Employment Contract

At my first Annual Evaluation, City Council indicated I should present a contract for consideration at a future meeting.

☒ **Attachments for Reference**

1. Proposed Contract provided under separate cover

Staff Briefing:

At my first annual evaluation, City Council indicated I should present a contract to outline terms and conditions of my employment.

I discussed contracts with local City Managers and selected one that appeared fair.

While I must comply with City Charter requirements and I still serve at the will and pleasure of the Council, the specifics of the contract will protect the City and me.

The City Attorney reviewed and discussed the attached contract with me and has no issues.

History (if applicable):

Target Implementation: October 8, 2012

Significant Action Dates:

September 2012 – Annual Evaluation by City Council



CITY COUNCIL AGENDA FORM

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other - Contract

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name	
Line Items #	
Other Funding	

Staff's Recommended Motion:

Fiscal Impact: Dependent on Council agreeing to proposed contract.



CITY COUNCIL AGENDA FORM

Meeting Date: 10-8-12

Agenda item: 8c

Prepared by: zt

Reviewed by: CPB

Department: Administration

AGENDA ITEM DESCRIPTION:

Discussion/possible action – cancelling the second Regular City Council Meetings of November 26, 2012 and December 24, 2012 due to holidays- City Manager C. Buttler

☐

Attachments for Reference

Staff Briefing:

History (if applicable):

Target Implementation:

Significant Action Dates:

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other – Agreement

Cost Details:

Budgeted	
Estimated Expenditure	
Acct. Name	
Line Item #	
Other Funding	

Staff's Recommendation: I recommend approving the cancellation the City Council meetings scheduled for November 26, 2012 and December 24, 2012 due to the holiday season.

Fiscal Impact: N/A



CITY COUNCIL AGENDA FORM

Meeting Date: 10/8/12

Agenda item: 8d

Prepared by: Todd Weidman, Fire Chief

Reviewed by: CJB

Department: Fire Department

AGENDA ITEM DESCRIPTION:

Discussion/possible action of the City of La Marque entering into an agreement with the East Texas Gulf Coast Regional Trauma Advisory Council (RAC-R) on behalf of the La Marque Fire Department.



Attachments for Reference

Staff Briefing: The East Texas Gulf Coast Regional Trauma Advisory Council (RAC-R) has submitted the attached agreement for Council consideration.

The purpose of the agreement is to provide a documented relationship outlining the expectations and benefits to each entity for equipment and supplies.

1. This agreement shall be effective from 9/1/12 through 6/30/13.
2. RAC-R, as applicable, agrees to:
 1. Administer the Work Plan to ensure that all funds are allocated and all approved equipment and supplies are purchased and inventoried for ASPR utilizing the GC-11 Form.
 2. To the extent that RAC-R determines it is reasonably able to purchase directly or to facilitate the bulk purchase of equipment and supplies, RAC-R shall do so. Otherwise, RAC-R shall endeavor to facilitate purchasing of equipment and supplies through a combination of bulk, cooperative, or group purchasing efforts.
 3. Monitor implementation of the HPP in RAC-R Participating Agencies in accordance with DSHS contract requirements.
 4. Make Participating Agencies aware of any unused funds and reallocate such funds, if any, to Participating Agencies to meet additional equipment, supply or training needs. RAC-R may review all requests for additional funds by Participating Agencies, determine the appropriate distribution of the unused funds, and reallocate such funds until all funds are exhausted.
 5. Comply with all applicable federal and state laws, rules, regulations, standards and guidelines associated with the Hospital/Healthcare Preparedness Program grant, including, but not limited to, DSHS



CITY COUNCIL AGENDA FORM

6. RAC-R as contractor shall comply with, and shall require its Participating Agencies to comply with, the requirements of DSHS rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes, regulations and rules currently exist and as they may be lawfully amended. DSHS rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this (HPP) Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations or the Rules, the terms of this (HPP) Contract shall control. Access to appropriate sections of the HPP contract, references, statutes, regulations, rules, and program guidance documents is found on the DSHS website.

3. Participating Agency's Obligations. Participating Agency agrees to:

- a. Utilize regionally prescribed crisis management information systems (i.e., EMSsystems and WebEOC) in order to affect uniform situational awareness as well as common command, control, communications and information access prior to, during and after an emergency and/or disaster.
- b. Attend and participate in committee meetings and general assembly meetings.
- c. Participate in exercises, per contract year, as specified in that respective year's RAC-R contract with DSHS. Exercise participation requirements may be waived following submission of appropriate documentation, including after action reports and corrective action plans, which reflect participation in actual emergencies or disasters.
- d. Participate in monthly and/or quarterly exercising of redundant communications equipment and systems.
- e. Promptly provide on a quarterly basis any and all information concerning Participating Agency's expenditures of allocated funds in order for the region to meet the critical benchmarks and be funded as specified in the Work Plan.
- f. Maintain a minimum level of preparedness of personal protective equipment (PPE) and decontamination capability as outlined in the most current **OSHA Best Practices for Agency-Based First Receivers of Victims from Mass Casualty Incidents Involving the Release of Hazardous Substances** or approved regional plan.
- g. As a condition of receiving purchased equipment, supplies or training, or being reimbursed for purchases made, participate fully in any and all actual disaster/emergency response for RAC-R, when able to do so, as outlined in applicable response plans.



CITY COUNCIL AGENDA FORM

- h. Abide by contract policies, including procurement policies, established by RAC-R, HPP Grant Guidance, and DSHS.
- i. In the event RAC-R has purchased or arranged for the purchase of equipment or supplies needed by Participating Agency under this Agreement, Participating Agency shall request an allocation of such equipment or supplies prior to separately purchasing such equipment or supplies.
- j. Purchase, after pre-approval, and request reimbursement solely for RAC-R approved equipment and supplies.
- k. Make (a) all equipment and supplies (except those supplies already consumed) received or reimbursed in accordance with the Purchasing Plan available to RAC-R upon request; (b) an annual inventory of such equipment and supplies utilizing the GC-11 Form; and (c) any other books and records of Participating Agency relating to the receipt or purchase of such equipment and supplies available for inspection and audit by RAC-R, DSHS, or ASPR personnel, as applicable, to ascertain Participating Agency's compliance with the ASPR HPP requirements.
- l. Schedule on-site quality assurances reviews by RAC-R and/or DSHS.
- m. Comply with all applicable federal and state laws, rules, regulations, standards, and guidelines governing the ASPR HPP Participating Agencies' operations.
- n. Subcontractors to the RAC-R HPP Contract, shall comply with the requirements of DSHS' rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes, regulations and rules that currently exist and as they may be lawfully amended. The DSHS rules are located in the Texas Administrative Code, Title 25 (Rules). To this extent this (HPP) Contract shall control. Access to appropriate sections of the HPP contract, references, statutes, regulations, rules, and program guidance documents is found on the DSHS website.

History: La Marque Fire Rescue began participation 3 months ago.

Target Implementation: Upon City Council approval



CITY COUNCIL AGENDA FORM

Significant Action Dates: Typically, this contract is signed prior to June 1st. The agreement is late due to us becoming aware and being invited to participate with this Trauma Advisory Council.

Action:

- | | | | |
|-------------------------------------|------------------------------|--------------------------|----------------------|
| ☐ | Ordinance | ☐ | Resolution |
| ☐ | Proclamation | ☐ | Special Presentation |
| ☐ | Finance Report | ☐ | Public Hearing |
| ☒ | Other – Interlocal Agreement | | |

Cost Details:	
Budgeted	\$100
Actual Bid	N/A
Estimated Expenditure	\$100
Acct. Name	N/A
Line Item #	4040
Other Funding	N/A

Staff's Recommended Motion: Staff is recommending that City Council approve entering into an agreement with the East Texas Gulf Coast Regional Trauma Advisory Council (RAC-R) on behalf of the La Marque Fire Department.

Fiscal Impact: Membership fees total \$100 annually.

This Participating Agency Agreement (the “Agreement”) is entered into effective as of
_September 1____, 2012_, (“Effective Date”) by and between the following (each a “Party”
and, collectively, “Parties”):

“La Marque Fire/Rescue” -

Address – 1109-A Bayou Road

City state zip - La Marque, Texas 77568

County - Galveston

“RAC-R” - East Texas Gulf Coast Regional Trauma Advisory Council

PO Box 2878

Angleton, TX 77516-2878

BACKGROUND

As part of the U.S. Health and Human Services, The Office of the Assistant Secretary for Preparedness and Response (“ASPR”), Hospital/Healthcare Preparedness Program (“HPP”), the East Texas Gulf Coast Regional Trauma Advisory Council (“RAC-R”) is the Performing Agency under that certain agreement with the Texas Department of State Health Services (“DSHS”)/Community Preparedness Section, effective July 1, 2012.

RAC-R, as the Contractor (as that term is defined in that certain agreement with DSHS), has been awarded funds for the Hospital/Healthcare Preparedness Program on behalf of RAC-R, as designed by the DSHS Office of EMS/Trauma Systems Coordination. Currently, LOCATION includes the following counties in the state of Texas: Brazoria, Chambers, Galveston, Hardin, Jasper, Jefferson, Liberty, Newton and Orange Counties.

RAC-R, in accordance with DSHS contractual requirements, shall be responsible for all planning, implementation, and fiduciary activities, including, but not limited to the implementation of critical benchmarks, planning, and coordination with regional response partners, execution of the expenditure of HPP funding, distribution of HPP equipment and supplies within RAC-R and staff support for the region’s planning and decision-making processes. RAC-R will work with applicable planning partners including the committees of the RAC-R general membership, and others as needed to fulfill HPP.

Participating Agency is located within RAC-R and is eligible to participate in the ASPR HPP.

A. Term and Termination.

1. The Term of this Agreement will commence on the Effective Date and continue in full force and effect until June 30, 2013, unless sooner terminated as provided herein.
2. Either Party may terminate this Agreement, with or without cause, upon providing 30 days' prior written notice to the other Party of the intended date of termination.
 - i. Should the terminating Participating Agency elect to fully disassociate from the HPP program, then all equipment and supplies received as part of the HPP program must be returned at the Participating Agency expense to RAC-R or to an agency/location within RAC-R as designated by RAC-R.
 - ii. The terminating Participating Agency may retain preparedness equipment and supplies received as part of the HPP, with conditions as follow below. In order to do so, the terminating Participating Agency must agree to:
 - a. Certify in writing that the Agency will continue to fulfill an active role in the local or regional emergency management system or response plan.
 - b. Receive equipment by signing property transfer documents.
 - c. Maintain this equipment in an operationally ready state at the expense of the Agency. No additional funding may be received from the HPP to facilitate this readiness step.
 - d. Maintain appropriate insurance or other means of asset replacement.
 - iii. Promptly provide on a quarterly basis, or as otherwise requested, any and all information concerning Participating Agency's expenditures of allocated funds in order for the region to meet the critical benchmarks and be funded as specified in the Work Plan.
3. Terminated Agencies which elected to retain preparedness equipment and supplies as defined above which cease operations, experience business closure, bankruptcy proceedings, or otherwise cannot meet the provisions of that paragraph, will promptly notify RAC-R. All equipment and supplies retained by that agency, as designated on property transfer documents, and which are determined by RAC-R as retaining value to HPP, must be returned at that participating agency's expense to RAC-R or an agency/ location within RAC-R as designated by RAC-R.

4. Participating Agencies which cease operations, including business closure and/or bankruptcy proceedings, shall notify RAC-R and arrange for the transfer or return of all funds, equipment, and supplies associated with the HPP. Such transfer of equipment shall be accompanied by a final inventory and transfer documentation.
5. Participating Agencies which experience a change in ownership or similar circumstances, which invalidates the previous commitment to the HPP as agreed herein, shall notify RAC-R of this change in status. Participating Agencies may continue to participate in the program by submission of this agreement and the associated documents under new signature to RAC-R.

B. Obligations of RAC-R

RAC-R, as applicable, agrees to:

1. Administer the Work Plan to ensure that all funds are allocated and all approved equipment and supplies are purchased and inventoried for ASPR utilizing the GC-11 Form.
2. To the extent that RAC-R determines it is reasonably able to purchase directly or to facilitate the bulk purchase of equipment and supplies, RAC-R shall do so. Otherwise, RAC-R shall endeavor to facilitate purchasing of equipment and supplies through a combination of bulk, cooperative, or group purchasing efforts.
3. Monitor implementation of the HPP in RAC-R Participating Agencies in accordance with DSHS contract requirements.
4. Make Participating Agencies aware of any unused funds and reallocate such funds, if any, to Participating Agencies to meet additional equipment, supply or training needs. RAC-R may review all requests for additional funds by Participating Agencies, determine the appropriate distribution of the unused funds, and reallocate such funds until all funds are exhausted.
5. Comply with all applicable federal and state laws, rules, regulations, standards and guidelines associated with the Hospital/Healthcare Preparedness Program grant, including, but not limited to, DSHS Contractors Financial Procedure Manual and General and Special Provisions.
6. RAC-R as contractor shall comply with, and shall require its Participating Agencies to comply with, the requirements of DSHS rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes, regulations and rules currently exist and as they may be lawfully amended. DSHS rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this (HPP) Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations or the Rules, the terms of this (HPP) Contract shall control. Access to appropriate

sections of the HPP contract, references, statutes, regulations, rules, and program guidance documents is found on the DSHS website.

C. Participating Agency's Obligations. Participating Agency agrees to:

1. Utilize regionally prescribed crisis management information systems (i.e., EMSystems and WebEOC) in order to affect uniform situational awareness as well as common command, control, communications and information access prior to, during and after an emergency and/or disaster.
2. Attend and participate in committee meetings and general assembly meetings.
3. Participate in exercises, per contract year, as specified in that respective year's RAC-R contract with DSHS. Exercise participation requirements may be waived following submission of appropriate documentation, including after action reports and corrective action plans, which reflect participation in actual emergencies or disasters.
4. Participate in monthly and/or quarterly exercising of redundant communications equipment and systems.
5. Promptly provide on a quarterly basis any and all information concerning Participating Agency's expenditures of allocated funds in order for the region to meet the critical benchmarks and be funded as specified in the Work Plan.
6. Maintain a minimum level of preparedness of personal protective equipment (PPE) and decontamination capability as outlined in the most current **OSHA Best Practices for Agency-Based First Receivers of Victims from Mass Casualty Incidents Involving the Release of Hazardous Substances** or approved regional plan.
7. As a condition of receiving purchased equipment, supplies or training, or being reimbursed for purchases made, participate fully in any and all actual disaster/emergency response for RAC-R, when able to do so, as outlined in applicable response plans.
8. Abide by contract policies, including procurement policies, established by RAC-R, HPP Grant Guidance, and DSHS.
9. In the event RAC-R has purchased or arranged for the purchase of equipment or supplies needed by Participating Agency under this Agreement, Participating Agency shall request an allocation of such equipment or supplies prior to separately purchasing such equipment or supplies.
10. Purchase, after pre-approval, and request reimbursement solely for RAC-R approved equipment and supplies.

11. Make (a) all equipment and supplies (except those supplies already consumed) received or reimbursed in accordance with the Purchasing Plan available to RAC-R upon request; (b) an annual inventory of such equipment and supplies utilizing the GC-11 Form; and (c) any other books and records of Participating Agency relating to the receipt or purchase of such equipment and supplies available for inspection and audit by RAC-R, DSHS, or ASPR personnel, as applicable, to ascertain Participating Agency's compliance with the ASPR HPP requirements.
12. Schedule on-site quality assurances reviews by RAC-R and/or DSHS.
13. Comply with all applicable federal and state laws, rules, regulations, standards, and guidelines governing the ASPR HPP Participating Agencies' operations.
14. Subcontractors to the RAC-R HPP Contract, shall comply with the requirements of DSHS' rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes, regulations and rules that currently exist and as they may be lawfully amended. The DSHS rules are located in the Texas Administrative Code, Title 25 (Rules). To this extent this (HPP) Contract shall control. Access to appropriate sections of the HPP contract, references, statutes, regulations, rules, and program guidance documents is found on the DSHS website.

D. Reimbursement of Expenditures.

1. Funding shall be allocated solely on a reimbursement basis for pre-approved expenditures that have actually been made by Participating Agency. No funding shall be allocated or paid until Participating Agency has complied with all requirements of the Work Plan.
2. Participating Agency shall submit copies of purchase orders and/or paid invoices or cancelled checks as proof of purchase and proof of delivery for each item of equipment or supplies purchased and received as soon as practicable, but no later than the date listed in the guidance posted by RAC-R. Participating Agency understands and agrees that additional proof of purchase and delivery including, without limitation, receipts or paid purchase orders may be required.
3. Upon receipt of proof of purchase, payment and delivery of equipment and supplies from Participating Agency, RAC-R will reimburse Participating Agency for pre-approved expenditures, as allowable within the grant guidance.
4. RAC-R will reimburse Participating Agency within 10 calendar days after DSHS provides funding and approval of expenditures during the Term of this Agreement. Final reimbursements should be made no later than the expiration or other termination of this Agreement; however, reimbursement shall be prior to the end of the grant "close-out" period.

E. Miscellaneous.

1. The parties hereby warrant and represent that the party is not currently excluded, debarred, suspended or otherwise ineligible to participate in any federal or state health care programs or procurement or non-procurement programs nor is it in imminent danger of such exclusion, debarment, suspension, or other ineligibility. The parties agree that the foregoing representation and warranty shall remain true and correct throughout the duration of this Agreement.
2. Any notice required or desired to be given under this Agreement will be deemed given upon the earlier of (a) actual delivery, if by hand delivery or courier, or electronic confirmation of delivery, if by facsimile, to the intended recipient or its agent; or (b) the third business day following deposit in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested to the respective addresses set out above, or to such other address as a Party shall specify in the manner required by this Section E.2.
3. This Agreement contains the entire agreement of the Parties and supersedes any and all prior agreements, contracts and understandings, whether written or otherwise, between the Parties relating to the subject matter herein.
4. Participating Agency may not assign any of its rights or obligations under this Agreement without the prior written consent of RAC-R.
5. Participating Agency may not transfer property or equipment received through HPP funding to another agency without the pre-approval of RAC-R. All equipment and supplies purchased must remain in the geographic boundaries of RAC-R.
6. This Agreement shall be governed by the laws of the State of Texas.
7. Participating Agency will defend and indemnify the RAC-R, its directors, employees, agents and representatives (the "RAC-R Indemnitees") and hold the RAC-R indemnitees harmless against any damage, claims, suits actions, liabilities, loss penalties, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of:
 - i. A breach of any of the representatives, warranties or obligations of this agreement by the Participating Agency; or
 - ii. The negligent acts or omissions of dishonesty of the Participating Agency or any of its employees, agents, or representatives in their performance of the Participating Agency's obligations under this Agreement or the Hospital / Healthcare Preparedness Program.

8. RAC-R will defend and indemnify Participating Agency, its directors, officers, employees, agents and representatives (the “Participating Agency Indemnitees”) and hold the Participating Agency Indemnitees harmless against any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation reasonable attorneys’ fees, arising out of RAC-R dishonesty or negligent acts or omissions related to the Hospital/Healthcare Preparedness Program” or otherwise under this Agreement notwithstanding the foregoing, the indemnifications contained in this section shall not apply if the indemnified party is found by a trier of fact to be negligent or otherwise at fault.

[Signature page follows]

IN WITNESS WHEREOF, Participating Agency and RAC-R have duly executed this Agreement effective as of the Effective Date.

PARTICIPATING AGENCY____**La Marque Fire/Rescue**_____

Signature (administrator authorized to commit the agency to this agreement)

Printed Name: __Carol Buttler_____

Title: __City Manager_____ Date: __October 8, 2012

E-mail: __c.buttler@ci.la-marque.tx.us_____

Phone: __ (409)938-9202_____

Title: Designated Emergency Preparedness contact (required)

Printed Name: __Luis Gonzalez_____

E-mail: __l.gonzalez@ci.la-marque.tx.us_____

Phone: __ (409)938-9260_____

RAC-R

East Texas Gulf Coast Regional Trauma Advisory Council

By: _____
(Signature)

Dianna Grimm-Mapp
Chair

Date: _____



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2012

Agenda item: 8e

Prepared by: Ana Tims

Reviewed by: CJB

Department: Development Services

AGENDA ITEM DESCRIPTION:

Discussion/possible action-proposed Ordinance No. **O-2012-1068** repealing Chapter 17, Article III, coin-operated amusement machines, of the Code of Ordinances, City of La Marque, Texas, and adopting a new Chapter 17, Article III, coin-operated amusement machines, providing for definitions; providing for occupation tax; requiring a receipt to be attached to the machine; providing for exceptions; providing that illegal machines are not authorized; providing that skill or pleasure coin operated machines are prohibited near schools; regulating amusement redemption machines and game rooms; and amending appendix, schedule of fees and charges, coin operated amusement machines, to increase the license fee for each machine, payment of fee and issuance of a license regulating article III, coin-operated machines. This the first reading

Attachments for Reference

1. Proposed ordinance O-2012-1068
2. Minutes- September 11, 2012 Planning and Zoning Commission meeting
3. Minutes- September 20, 2012 Planning and Zoning Commission meeting

Staff Briefing:

At the request of City Council, the Planning & Zoning Commission reviewed new policies for amusement redemption machines and game rooms within the City of La Marque. The Planning & Zoning Commission voted to recommend the proposed ordinance to City Council. The propose ordinance includes:

- a decrease in distance for game rooms from 500 feet to 300 feet from a daycare, church, or school
- additional security requirements to include surveillance cameras and a panic alarm
- an increase of the yearly permit fee



CITY COUNCIL AGENDA FORM

History (if applicable):

Game rooms have been governed by the following ordinances:

Ord. No. 964, 8-28-2006

Ord. No. 972, § 1, 12-11-2006

Ord. No. 988, § 1, 9-24-2007

Target Implementation:

December 1, 2012

Significant Action Dates:

Action:

☒

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

Cost Details: N/A	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name	
Line Item #	
Other Funding	

Staff's Recommended Motion:

Staff recommends the approval of the proposed ordinance

Fiscal Impact:

Game rooms -Approximate increase in general fund revenue by \$119,790.00

Machines Convenience Stores, Washaterias, etc. -Approximate increase in general revenue - \$48,225.00

Current (as of March 2012) Licensed Game Rooms in City of La Marque

1. R & R Game Room
1002 Main Street
(50) machines
2. The Big Easy
809 Oak Street
(50) machines



CITY COUNCIL AGENDA FORM

3. Movie Palace
310 Highway 3
(80) machines
4. Lucky Dogg
2413 ½ Cedar Drive
(40) machines
5. On Edge Game Room
103 Ross
(50) machines
6. Circle T
2435 FM 1765
(9) machines
7. Rollin 777
3330 ½ Ave A, #B
Santa Fe TX 77510 (for mail only)
(75) machines
8. Lucky Game Room
5307 IH 45
(50) machines
9. The Red Door
2924 IH 45
(50) machines

TOTAL: 454 permits =\$143,010.00

Proposed increase in permit fees would generate approximately \$262,800.00



CITY COUNCIL AGENDA FORM

Currently Permitted (8/22/12) Machines
In Convenience Stores, Washaterias, etc.
City of La Marque

1. Coinstar/National Entertainment Services
397 South Taylor Avenue
Louisville CO 80027
(Wal-Mart - 5, Gulf Greyhound Park - 3 & Boot Kikkers - 4)
(12) permits
2. 4 Aces Vending
4229 Wells Road
Pearland TX 77584
(Marguerite's - 8; Crow Bar - 7) (Crow Bar now closed)
(9) permits
3. Crow Bar
10525 FM 1764 (Closed now)
(9) permits
4. The Game Company/7 Weekday Washateria
2302 Cedar Drive
(2) permits
5. Kwik Stop
602 Cedar Drive
(4) permits
6. Murphy's on Main
104 East Main
(8) permits
7. In & Out Food Mart
10422 FM 1764
Santa Fe TX 77510 (for mail only)
(4) permits
8. Texas Game Route
5309 IH 45
(Pig Pen Bar)
(10) permits



CITY COUNCIL AGENDA FORM

9. RJ's Sports Bar/Wayne Reinsch
5207 IH 45
(4) permits

10. New Main Grocery
1601 Main Street
(3) permits

11. Sun Mart
1000 FM 1764
(3) permits

12. MT Food Mart
811 FM 1765
(4) permits

13. La Marque Food Mart/Exxon
2401 Main Street
(4) permits

14. Cedar Food Mart
2526 Cedar Drive
(4) permits

15. Club Walker's
2200 Lake Road
(11) permits

16. Lucky Mini Market
3505 FM 1765
(4) permits

17. Rocket Gas
501 FM 1765
(4) permits

20. Star Mart
2502 Highway 3
(2) permits

21. Safe Cellular
426 Highway 3
(4) permits

TOTAL:

Current number of 105 permits = \$1,575.00

Proposed increase in permit fees would generate approximately \$49,800.00



CITY COUNCIL AGENDA FORM

NOTE: The above numbers include approximately 90 8-liner machines and 15 other coin-operated machines (i.e., juke boxes, pool tables, etc).

ORDINANCE NO. O-2012-1068

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, REPEALING CHAPTER 17, ARTICLE III, COIN-OPERATED AMUSEMENT MACHINES, OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, AND IN ITS PLACE ADOPTING A NEW CHAPTER 17, ARTICLE III, COIN-OPERATED AMUSEMENT MACHINES, PROVIDING FOR DEFINITIONS; PROVIDING FOR OCCUPATION TAX; REQUIRING A RECEIPT TO BE ATTACHED TO THE MACHINE; PROVIDING FOR EXEMPTIONS; PROVIDING THAT ILLEGAL MACHINES ARE NOT AUTHORIZED; PROVIDING THAT SKILL OR PLEASURE COIN-OPERATED MACHINES ARE PROHIBITED NEAR SCHOOLS; REGULATING AMUSEMENT REDEMPTION MACHINES AND GAMEROOMS; AND AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES, COIN OPERATED AMUSEMENT MACHINES, TO INCREASE THE LICENSE FEE FOR EACH MACHINE, PAYMENT OF FEE AND ISSUANCE OF A LICENSE REGULATING ARTICLE III, COIN-OPERATED MACHINES.

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

SECTION ONE:

That Chapter 17, Article III, Coin-Operated Amusement Machines, of the Code of Ordinances of the City of La Marque, Texas, is hereby repealed and a new Chapter 17, Article III, Coin-Operated Amusement Machines, is hereby adopted in its place which reads as follows: "Sec. 17-54. Definitions.

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

Coin-operated machine means and includes every machine or device of any kind or character which is operated by or with coins, currency, metal slugs, tokens, electronic payments or checks. Music coin-operated machines and skill or pleasure coin-operated machines, as defined in this section, shall be included in such terms.

Music coin-operated machine means and includes every coin-operated machine of any kind or character which dispenses or vends or which is sued for dispensing or vending music and which is operated by or with coins, currency, metal slugs, tokens, electronic payments or checks. The following are expressly included within this term: phonographs, pianos, graphophones, and

all other coin-operated machines which dispense or vend music.

Operator means and includes any person who exhibits, displays, or permits to be exhibited or displayed, in a place of business other than his own, any coin-operated machine in this city.

Owner means and includes any person owning or having the care, control, management, or possession of any coin-operated machine in this city.

Service coin-operated machine means every pay toilet, pay telephone, and all other machines or devices which dispense service only and not merchandise, music, skill, or pleasure.

Skill or pleasure coin-operated machine means and includes every coin-operated machine, of any kind or character whatsoever, when the machines dispense or are used or are capable of being used or operated for amusement or pleasure, or when the machines are operated for the purpose of dispensing or affording skill or pleasure, or for any other purpose other than the dispensing or vending of merchandise or music or service exclusively as those terms are defined in this section. The following are expressly included within this term: marble machines, marble table machines, marble shooting machines, miniature racetrack machines, miniature football machines, miniature golf machines, miniature bowling machines, and all other coin-operated machines which dispense or afford skill or pleasure. Every machine or device of any kind or character which dispenses or vends merchandise, commodities or confections, or plays music in connection with or in addition to these games or dispensing of skill or pleasure shall be considered as skill or pleasure machines and taxed at the higher rate fixed to these machines.

Amusement redemption machine means and includes every (1) skill or pleasure coin-operated machine or device which is operated by or with coins, currency, metal slugs, tokens, electronic payment or checks, that is designed, made and adapted solely for bona fide amusement purposes, and that by operation of chance or a combination of skill and chance, affords the user, in addition to any right of replay, an opportunity to receive exclusively non-cash merchandise prizes, toys, novelties, or a representation of value redeemable for those items; (2) any electronic, electromechanical, or mechanical contrivance designed, made and adapted solely for bona fide amusement purposes if the contrivance rewards the player exclusively with non-cash merchandise, prizes, or novelties, or a representation of value redeemable for those items, that

have a wholesale value available from a single play of the game or device of not more than ten times the amount charged to play the game or device once or \$5.00, whichever is less.

Amusement redemption machine game room means any establishment where five or more amusement redemption machines, with the exception of excluded machines, are displayed or exhibited for public use.

Representation of value means cash paid under authority of sweepstakes contests as provided in the Texas Business and Commerce Code, Chapter 43(B), or a gift certificate or gift card that is presented to a merchant in exchange for merchandise.”

Sec. 17-55. *Occupation tax levied.*

(a) Every person who owns, controls, exhibits, displays, or permits to be exhibited or displayed in this city any coin-operated machines shall pay, and there is hereby levied on every coin-operated machine except such as are exempted in this article, an annual occupation tax on one-fourth the tax charged and collected by the state.

(b) Nothing in this section shall prevent the operator of the machines from paying the tax levied in this section for the account of the owner, but the payment of the tax by the operator or other person shall not relieve the owner from the responsibility of complying with all provisions of this article.

Sec. 17-56. *Payment of occupation tax; receipt to be attached to machine.*

(a) The occupation tax levied by this article shall be paid to the city clerk, who shall issue an occupation tax receipt.

(b) The occupation tax receipt shall be attached to the coin-operated machine mentioned in the receipt and shall bear the serial number of the particular machine.

(c) It shall be unlawful for any person to operate, exhibit, or display any coin-operated machine in the city without having attached thereto an occupation tax receipt, and no occupation tax receipt issued for a certain coin-operated machine shall be transferred to any other machine.

Sec. 17-57. *Exemptions.*

Utility meters, pay telephones, pay toilets, food vending machines, confection vending machines, beverage vending machines, merchandise vending machines, and cigarette vending machines which are subject to an occupation or gross receipts tax and service coin-operated

machines are expressly exempt from the tax levied in this article and the other provisions of this article.

Sec. 17-58. *Illegal machines not authorized.*

Nothing in this article shall be construed or have the effect to license, permit, authorize, or legalize any machine, device, table, or coin-operated machine, the keeping, exhibition, operation, display, or maintenance of which is illegal or in violation of any article of the Penal Code of this state or the constitution of this state.

Sec. 17-59. *Skill or pleasure coin-operated machines prohibited near schools.*

No skill or pleasure coin-operated machine shall be permitted within 300 feet of any school building in this city.

Sec. 17-60. *Amusement redemption machines and game rooms.*

(a) *Licensing and Permitting.*

(1) *License.* No person shall operate an amusement redemption machine game room in the city without first obtaining a license from the chief of police, as required by this section. No license shall be issued until the occupation tax has been paid by the operator for each machine within the premises, as required by section 17-56.

(2) *Permit.* No person shall operate an amusement redemption machine game room in the city without first obtaining a permit from the chief of police. No permit shall be issued until the occupation tax has been paid by the operator, as required by Section 17-56.

(b) *Excluded machines.*

An amusement redemption machine game room does not include:

(1) A machine that awards the user non-cash merchandise prizes, toys, or novelties, solely and direct from the machine, including claw, crane, or similar machines; nor

(2) A machine from which the opportunity to receive non-cash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items, varies depending upon the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical object into the machine or a part thereof, including basketball, skeet ball, golf, bowling, pusher, or similar machines; nor

(3) A machine or any device defined in Section 47.01, Penal Code, as a gambling device, or any activity prohibited or described in Chapter 47, Penal Code.

(c) *Local license fee for amusement redemption machine and amusement redemption machine game room required.*

(1) *Payment of Fee and Issuance of License.*

An owner, operator, or lessee of an amusement redemption machine game room shall be required to secure a license annually. An amusement redemption machine game room shall be required to secure a license by paying to the City an annual inspection and amusement redemption machine game room license fee of \$600.00 per machine. Upon payment of fee and compliance with all licensing requirements, the license shall be issued by the Chief of Police, or designee.

(2) *Application.*

An applicant for a license or permit shall file with the chief of police a written application on a form provided for that purpose, which shall be signed by the applicant, who shall be the owner, operator, or lessee of the amusement redemption machine game room. Should an applicant maintain an amusement redemption machine game room at more than one location, a separate application must be filed for each location. The following information is required in the application:

a. Name, address, telephone number and driver's license number of the applicant if a natural person; name, address, telephone number and driver's license number of all persons who own 25 percent or more interest in the amusement redemption machine game room; name, address, telephone number and driver's license number of all corporate officers, if any, of the such business; name, address, telephone number of the business; if incorporated, the name of the business registered with the secretary of state; if a partnership, the name, address, telephone number and driver's license of each of the general and limited partners; a copy of the applicant's d/b/a, if applicable. If applicant is not the owner of the premises, the applicant shall furnish the name, address, and telephone number of the property owner.

- b. The previous occupation(s) of the applicant and, if applicable, all corporate officers and partners of the applicant within the preceding five years.
- c. Whether a previous license or permit of applicant, or, if applicable, corporate or partner of applicant, has been revoked within two years of filing of the application.
- d. Number of amusement redemption machines at the designated amusement redemption machine location.
- e. A statement that:
 - 1. The amusement redemption machines are not and will not be used as gambling devices;
 - 2. That all the facts contained in the application are true and correct;
 - 3. The location and operation of the amusement redemption machine will not violate any applicable deed restrictions; and
 - 4. The amusement redemption machine will be operated in accordance with all laws; and
- f. Name, address, and telephone number of an emergency contact person who can be reached after hours.

(3) *Expiration and Renewal.*

a. *Expiration.*

An annual amusement redemption machine game room license issued by the city shall automatically expire on the 31st day of December following its issuance, except as otherwise stated herein. Such license shall automatically expire if the licensee thereof sells the property or the business, transfers equity to accomplish same, or otherwise disposes of such devices. An amusement redemption machine game room license is not assignable or transferable. The city shall not refund any portion of a license after the license is issued, nor shall it prorate or reduce in amount any fee due to the city.

b. *Late penalty.*

Upon the expiration of a license, the licensee shall obtain a renewal if the licensee wishes to continue operating an amusement redemption machine game room. Failure to obtain the renewal within 30 days after expiration will require such person to pay an additional late fee in an amount equal to 20 percent of the fee actually due or 20 percent of the previous year's fee, whichever is greater, in order to obtain reinstatement of his license. Nothing herein authorizes the licensee to operate after the expiration of a license and before a renewal is effective.

(4) *Sealing.*

The city shall have the authority to seal any coin-operated machine for which a license fee has not been secured. A \$5.00 fee will be charged for the release of any machine sealed for non-payment of said license fee.

(5) *Posting of license.*

The license shall be conspicuously posted inside the building.

(6) *Restrictions, regulations, controls, and limitations.*

The following restrictions, regulations, controls, and limitations shall apply to all amusement redemption machine game rooms:

a. *Condition of premises.*

All building and fire code standards must be met. Inspection by building officials and certificate of occupancy shall be obtained before license is issued. Game room must be located in an area zoned for that activity.

b. *Methods of conduction of business.*

No alcoholic beverages shall be served or allowed on premises. No activities allowed outdoors.

c. *Hours of operation.*

May only be operated between the hours of 7:00 a.m. and 2:00 a.m.

d. *Parking requirements.*

One space for each two machines, plus one space per employee per shift.

e. *Location requirements.*

Premises shall not operate within 300 feet of an established church, school, day care or hospital.

f. *Location requirement.*

Premises shall not operate within 1,500 feet of another amusement redemption machine game room.

g. The owner, operator, or manager of the premises must be present to supervise the operation of the machines. The machines shall not be left unattended.

h. Machines must be situated within the premises as to be in full and open public view, which entails being visible to all patrons of the establishment.

i. Minors may not operate machines during school hours on days when school is in session.

j. A game room operator must be a person who is at least 18 years of age.

k. Total number of machines in one establishment shall be limited to 50.

l. *Security requirements.* Premises shall not operate without video surveillance and a panic alarm button.

(d) *Refusal or termination of license/appeal.*

If the chief of police refuses to approve the issuance of a license or the renewal of a license to an applicant, or revokes a license issued to a licensee under this chapter, such action is final unless the licensee, within ten (10) days after the receipt of written notice of the action, files with the city manager a written appeal. The city manager shall, within ten (10) days after the appeal is filed, consider all evidence in support of or against the action appealed, and licensee may, within ten (10) days of that decision file a written appeal with the city clerk to the city council setting forth specific grounds for the appeal. The city council shall, within thirty (30) days, grant a hearing to consider the action. The

city council has authority to sustain, reverse or modify the action appealed. The decision of the city council is final. Filing of an appeal stays the previous action of the police chief or city manager, as applicable. Failure or refusal to renew or revocation of an amusement redemption machine game room license does not affect operation of the principal business of which the amusement redemption machine game room is a part. For example, establishments licensed by the Texas Alcoholic Beverage Commission, convenience stores and restaurants may continue to operate that business but will not be allowed to operate with the amusement redemption machines.

(e) *Disclaimer.*

By issuing the required license, the city is not certifying the installation or use of the amusement redemption machines applying for a license, the applicant shall acknowledge that the city is not certifying or sanctioning the installation or use of such machines.

(f) *Limitation of regulations on existing business.*

Those businesses operating amusement redemption machines or amusement redemption machine game rooms permitted by the city prior to August 29, 2006, are exempt from the regulations specified in sections 17-59, 17-60(c)(6)c., d., e., f., h., and k. The relocation of the business, or the closing of the business for whatever reason, whether temporarily or permanently, or the loss of or failure to renew licenses or permits required by these regulations, or the violation of any regulation causing the closure and/or loss of license required, make these exemptions void. These exemptions are specific and do not include any other regulation or code that would otherwise be applicable. “

SECTION TWO:

That Appendix A of the La Marque Code of Ordinances, Schedule of Fees and Charges, Coin Operated Amusement Machines; Tax, Payment of Fee and Issuance of License, is hereby amended to read as follows:

“Coin-operated amusement machines; License

Payment of fee and issuance of license.

An owner, operator, or lessee of an amusement machine game room shall be required to secure a license annually. An amusement redemption machine game room shall be required to secure a license by paying to the city an annual inspection and amusement redemption machine game room license fee of \$600.00 per machine. Upon payment of fee and compliance with all licensing requirements, the license shall be issued by the chief of police, or designee. An owner, operator, or lessee of an amusement machine shall be required to pay to the city an annual inspection and amusement redemption machine fee of \$600.00 per machine.”

PASSED AND APPROVED on first reading this ____ day of _____, 2012.

PASSED AND APPROVED on second and final reading this the ____ day of _____, 2012.

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Zina Tedford, City Clerk

**PLANING AND ZONING COMMITTEE
SPECIAL MEETING
September 11, 2012**

1. CALL TO ORDER

The meeting was called to order at 4:04 p.m. by Dickey Stanley

2. ROLL CALL

PRESENT:

Anette Callis
Norman Koneman
Dickey Stanley

ABSENT:

Mike Casteline

STAFF PRESENT:

Ana Tims, Building Official
Erica Grundmann, Permit Clerk
Randal Aragon, Police Chief
Lieutenant Greg Gilchrist, Police Department
Lieutenant Kirk Jackson, Police Department
Charlene Todaro, Police Department Administrative Assistant

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by Commissioner Callis and Commissioner Stanley followed with the Pledge of Allegiance to the Flag.

4. CITIZENS PARTICIPATION

No one signed up to address the Commission at this time.

5. NEW BUSINESS

a. Discussion/possible action-proposed user fees; possible recommendation to City Council

Commissioners were presented with a proposed ordinance referencing new fees for zoning services. Discussion followed regarding proposed fees. Commissioner Stanley made a motion to recommend to Council the proposed ordinance. Commissioner Koneman seconded the motion. The motion passed unanimously.

b. Discussion/possible action- proposed change to Sections 17-59 and Sections 17-60 (C) (6) e & f of the City of La Marque Code of Ordinances regarding location requirements and fees; possible recommendation to City Council

Commissioner Stanley made a motion to discuss the proposed changes to the proposed game room ordinance. Commissioner Koneman seconded the motion. Discussion revolved the possibility of requiring 24 hour armed security as well as

security cameras on the premises. Commissioner Callis added that she holds membership in Hitchcock to this type of establishment and they only cater to their clients by membership. She added that the Hitchcock police department has placed many regulations for their game rooms as well. Building official Tims asked Chief Aragon if there had been any crimes in the game rooms. Chief Aragon stated that since September 2009, there have been 4 robberies, making it approximately one per year for the city of La Marque. Commissioner Callis expressed that she is in favor of gambling and the economic development that accompanies it.

Building Official Tims asked the Commission to consider the financial demands that the requirements of 24 hour armed security and security cameras will create for these business owners. Lieutenant Greg Gilchrist added that no one can just enter the business, as it caters to their members only. Charlene Todaro added that the doors are locked all the time. Commissioner Stanley asked if off duty officer can work on these businesses. Commissioner Callis added that the way these businesses make money they can pay for the armed security in one hour. Commissioner Stanley asked if we could get the city attorney to draft an ordinance with the new proposed changes. Building Official Tims informed the board that by reducing the distance requirements there will be more game rooms in the city. Mrs. Todaro stated that this could potentially increase the vulnerability of the city.

Commissioner Callis made a motion to get a revised ordinance presented by Mr. Ortego to include requirements of 24 hour security and security surveillance cameras. Commissioner Stanley seconded the motion. Motion passed unanimously.

7. REQUESTS AND ANOUNCEMENTS

Commissioner Callis stated that the city is losing revenue by not enforcing traffic laws on FM 1765 during school hours and has noticed that police officers need to be more active in this area.

8. ADJOURNMENT –

Commissioner Koneman made a motion to adjourn the meeting, Commissioner Stanley seconded the motion. The meeting adjourned at 4:33 p.m.

Dickey Stanley

**PLANING AND ZONING COMMITTEE
SPECIAL MEETING
September 20, 2012**

1. CALL TO ORDER

The meeting was called to order at 4:02 p.m. by Dickey Stanley

2. ROLL CALL

PRESENT:

Mike Casteline
Norman Koneman
Dickey Stanley

ABSENT:

Anette Callis

STAFF PRESENT:

Carol Butler, City Manager
Ana Tims, Building Official
Erica Grundmann, Permit Clerk
Randal Aragon, Police Chief
Charlene Todaro, Police Department Administrative Assistant

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was dispensed of Callis and Commissioner Koneman presented the Pledge of Allegiance to the Flag.

4. CITIZENS PARTICIPATION

No one signed up to address the Commission at this time.

5. NEW BUSINESS

- a. **Discussion/possible action- proposed change to Sections 17-54 and Sections 17-60 (C) (6) e& Appendix A of the City of La Marque Code of Ordinances regarding location requirements, fees and licensing requirements for amusement redemption machines and game rooms; possible recommendation to City Council**

Building Official Ana Tims informed the board that it is staff's recommendation to maintain the distance from game room to game room at 1,500 feet rather than decreasing it to 300 feet. In addition there is a concern about the fiscal burden that the requirement of armed security mandates to business owners.

City Manager Carol Butler informed the board that when city council requested that the requirements be reviewed the intent was not to increase the amount of game rooms in the city, but to decrease the regulations for these types of businesses.

Commissioner Castelline recommended that the regulation for armed security be maintained, but that it be mandated by the police chief. Chief Randall Aragon added that requiring armed security would incur a cost of approximately \$150,000 per year. Chief Aragon added that he feels that a panic alarm button is sufficient security.

Commissioner Stanley asked if game rooms had cameras. Charlene Todaro Police Administrative Assistant stated that most of them did.

Commissioner Stanley made a motion to approve recommending the proposed ordinance with the discussed changes to sections four and five. Commissioner Castelline seconds the motion and the motion passed unanimously.

7. REQUESTS AND ANOUNCEMENTS

Commissioner Castelline asked if we could abate the high grass and weeds. Building Official Ana Tims informed him that we could do so in accordance to Section 44-7 of the City of La Marque ordinances, she added that due to the loss of a staff member, and the end of the budget year the mowing has decreased.

Commissioner Koneman spoke about the home located at 1403 lake and how it had turned from a substandard building to a beautiful home. Building Official Ana Tims informed him that that was a George Woods property and that he has continued to maintain the home.

8. ADJOURNMENT –

Commissioner Koneman made a motion to adjourn the meeting, Commissioner Castelline seconded the motion. The meeting adjourned at 4:18 p.m.

Dickey Stanley



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2012

Agenda item: 8f

Prepared by: Cyndi Efird

Reviewed by: CJB

Department: Public Works & Utilities

AGENDA ITEM DESCRIPTION:

Discussion/possible action – agreement with Galveston County Health District for Water Pollution Control and Abatement –Public Works Director M. Morgan

☒ **ATTACHMENTS FOR REFERENCE** - Water Pollution Control and Abatement contract

Staff Briefing: Enclosed is a copy of the City's annual contract with the Galveston County Health District for Water Pollution Control and Abatement Program.

History (if applicable):

Galveston County Health District assist the City of La Marque with concerns pertaining to unsanitary living conditions, multi-family dwellings, storm water monitoring of water quality, inspections of City's owned Waste Water Treatment Plant and assist with grease trap inspections.

Target Implementation: October 8, 2012

Significant Action Dates: October 8, 2012

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other - Contract

Cost Details:

Budgeted	\$ 14,100.00
Actual Expenditure	\$ 14,011.06
Acct. Name	Professional Fees
Line Item #	02-4040-24-00

Staff's Recommended Motion: Staff recommends approval of the contract with Galveston County Health District for Water Pollution Control and Abatement Program.

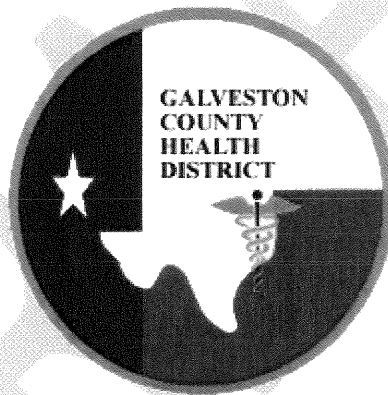
Fiscal Impact: Annual reoccurring cost, services provided help the City maintain compliance of programs by providing man power and technical assistance pertaining to environmental and health issues.

Contract for Water Pollution Control and Abatement

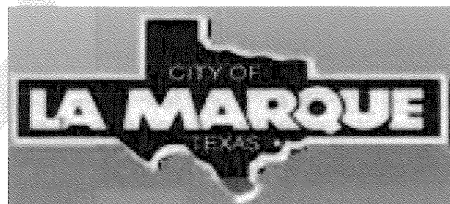
Fiscal Year 2013

Contract Term:
October 1, 2012 – September 30, 2013

Work to be Performed by:



Work to be Completed for:



CONTRACT FOR WATER POLLUTION CONTROL AND ABATEMENT SERVICES

This agreement is entered into and between the Galveston County Health District and the City of La Marque.

WITNESSETH

Whereas, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

Whereas, the Galveston County Health District and the City of La Marque have agreed to contract water pollution control and abatement services; and

Whereas, the Galveston County Health District organized the Water Pollution Control and Abatement Control program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

Whereas, the City of La Marque is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

Now, Therefore, for and in consideration of the mutual covenants herein expressed, the parties agree as follows:

STATEMENT OF SERVICES

The Galveston County Health District Air and Water Pollution Control Services Division (hereinafter called PERFORMING PARTY), through the Water Pollution Control and Abatement program, agrees to perform the following services for the City of La Marque (hereinafter called CITY):

1. Complaint Response

1.1. Investigate and resolve water quality related complaints:

1.1.1 The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY received or referred, as expeditiously as possible.

1.1.2. The PERFORMING PARTY will document each and every complaint received and that documentation will specifically contain information relative to the nature of the complaint and, if possible, corrective action taken.

1.1.3 The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 522. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the Performing Party will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.

1.1.4. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON (Exhibit A), as necessary, on action to respond to any complaints that are substantial in terms of concentration, duration, or potential health impacts.

1.1.5. In cases, which present or may present an imminent and substantial danger to the health and welfare of persons or to the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court systems in Galveston County.

1.1.6. The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary. The PERFORMING PARTY is not an agent of any state or federal agency

1.2. Reporting

1.2.1 The PERFORMING PARTY will submit a monthly re-cap to the CITY of all complaints received during the previous calendar month. The report will be

submitted by the fifteenth (15th) calendar day following the end of the month. The report will be submitted to the RESPONSIBLE PERSON.

1.3. Training

1.3.1 The PERFORMING PARTY will be responsible for ensuring that its staff is adequately trained and qualified in order to perform designated tasks.

2. **Monitoring**

2.1. Monitor storm water quality

2.1.1. The PERFORMING PARTY will conduct storm water monitoring of major water conveyance systems. The sample collection will occur in the mixing zone.

2.1.2. The PERFORMING PARTY will provide annual information, if requested, to the CITY pinpointing the locations of all of the storm water monitoring locations throughout the jurisdictional boundaries of the CITY.

2.1.3. The PERFORMING PARTY will submit all storm water quality samples to the Galveston County Health District Public Health Laboratory for analysis. Analysis will include the following tests: Biochemical Oxygen Demand, Total Suspended Solids, pH, Enterococcus Bacteria, or E. Coli. The PERFORMING PARTY reserves the right to change the laboratory tests as needed to assist in the identification of pollutants.

2.2. Reporting

2.2.1. The PERFORMING PARTY will submit to the CITY, as part of the annual report (Section 4: Annual Summary) a summary for the storm water-monitoring located within the jurisdictional boundaries of the CITY. The report will be submitted to the RESPONSIBLE PERSON.

2.3. Training

2.3.1. See subsection 1.3.

3. **Inspections and Investigations**

3.1. Inspections of POTWs

3.1.1. The PERFORMING PARTY will conduct one scheduled comprehensive inspection per fiscal year at each POTW within the jurisdictional boundaries of

the CITY. The inspection will be consistent with the inspection protocol currently used by the Region 12 TCEQ Water Quality Section.

3.1.2. The PERFORMING PARTY will conduct three (3) scheduled simplified inspections at each POTW per fiscal year. This simplified inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate Wastewater Treatment Plant personnel. The samples will be submitted to the Galveston County Health District Public Health Laboratory for analysis.

3.1.3. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary, on action to respond to any concerns identified through the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

3.2. Investigations of Non-Point Source Water Pollution

3.2.1. The PERFORMING PARTY will assist the CITY on an “as-needed” basis to investigate sources of Non Point Source Water Pollution. The PERFORMING PARTY will be notified by the RESPONSIBLE PERSON to request assistance.

3.2.2. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary, on action to respond to any concerns identified through the investigation process that are substantial in terms of concentration, duration, or potential health impacts

3.3. Inspections of significant state permitted discharges **other** than Publically Owned Treatment Works (POTW)

3.3.1. The PERFORMING PARTY will provide to the CITY a listing of all significant state permitted discharges within its jurisdictional boundaries.

3.3.2. The PERFORMING PARTY will conduct one comprehensive inspection per fiscal year at all identified significant state permitted discharges. The comprehensive inspection will include the collection of influent and effluent samples, record review and a walk-thru inspection to observe general housekeeping and plant operation.

3.3.3. The PERFORMING PARTY will immediately coordinate with the appropriate department of the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

3.3.4. In cases, which present or may present an imminent and substantial danger to the health and welfare of persons or to the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the civil court system in Galveston County.

3.4. Investigations initiated as a result of storm water monitoring

3.4.1. The PERFORMING PARTY will conduct investigations based upon results of the storm water monitoring. The PERFORMING PARTY will review all storm water monitoring results to identify water segments that may be adversely impacted. The purpose of the investigation is to detect and eliminate sources of water pollution.

3.4.2. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary on action to respond to any concerns identified through the investigation process that are substantial in terms of concentration, duration, or potential health impacts

3.5. Pre-Treatment Program Inspections

3.5.1 The PERFORMING PARTY will conduct one unannounced inspection at 40 of the total identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.

3.5.2 The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

3.5.3. In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

3.6. Reporting

3.6.1. The PERFORMING PARTY will provide to the RESPONSIBLE PERSON a copy of reports drafted for the following types of inspections: POTW inspections, investigations of non-point source pollution, investigations at significant state permitted discharges, and investigations initiated as a result of storm water monitoring. These reports will be submitted within thirty (30) days following the conclusion of the inspection or investigation. Problems identified during the POTW inspection will be discussed with the appropriate RESPONSIBLE PERSON or a designated representative prior to the PERFORMING PARTY water investigator leaving the inspection.

3.6.2. The PERFORMING PARTY will submit a monthly re-cap to the CITY of all pretreatment program inspections conducted during the previous calendar month. The report will be submitted by the fifteenth (15th) calendar day following

the end of the month. The report will be submitted to the RESPONSIBLE PERSON.

3.7. Training

3.7.1. See subsection 1.3.

4. Annual Summary

4.1. The PERFORMING PARTY will submit an annual summary of its activities within the CITY jurisdiction completed during the fiscal year. The final draft will be due on or before the end of May 2013. A draft will be submitted to the RESPONSIBLE PERSON of the CITY for review prior to finalization.

5. Water Pollution Control Oversight Meeting (Oversight Meeting)

5.1. The PERFORMING PARTY will sponsor and participate in an annual Oversight Meeting. The meeting will be scheduled in the month of May 2013 at the CITY. The meeting agenda will be mailed out prior to the meeting. The aforementioned date may be modified or amended upon the consent of the CITY.

5.2. The Oversight Meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the DISTRICT.

5.3. The Oversight Meeting will be comprised of a representative from the contracted entity. The DISTRICT will notify the PERFORMING PARTY on their selection of an Oversight Meeting participant.

5.4. The PERFORMING PARTY reserves the right to schedule “ad-hoc” meetings, as necessary, throughout the contract term. The PERFORMING PARTY will be responsible for planning these meetings and will be responsible for providing notification to the DISTRICT.

TERM AND TERMINATION

This agreement shall begin on 1 October 2012 and expire on 30 September 2013.

Either party may terminate this agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

Upon termination of this agreement, neither party shall have any further obligation hereunder except that CITY shall owe payment to PERFORMING PARTY for services provided prior to the date of termination.

COMPENSATION

The CITY agrees to pay PERFORMING PARTY an annual fee of one 0.98 cents/capita based upon the January 1, 2010 Population Estimate as projected by the Texas State Data Center and Office of the State Demographer

January 2010 Population Estimate for the City of La Marque: **14,297 population**

(Population) **14,297** X (Per Capita Cost) **0.98** = (Total Contract Price) **\$14,011.06**
PERFORMING PARTY shall invoice the CITY.

MISCELLANEOUS

This agreement constitutes the entire agreement between the parties and no oral representation between the parties made prior to or after the execution of this agreement will be given any force and effect unless reduced to writing herein.

This agreement may be modified or amended upon the mutual consent of the parties as evidenced in writing.

Any invalidity of any part of this agreement will not cause the remaining parts hereof to be invalid.

This agreement is governed by the laws of the State of Texas and venue shall lie in Galveston County.

The Annual Summary submission to the CITY will survive the termination of this contract.

IN WITNESS WHEREOF, the CITY and PERFORMING PARTY have signed two (2) originals of this agreement. One counterpart has been delivered to the CITY and one counterpart has been delivered to PERFORMING PARTY.

This Agreement will be effective on October 1, 2012, which is the Effective Date of the Agreement.

PERFORMING PARTY

Galveston County Health District

By

Signature: _____

CITY

City of La Marque

By

Signature: _____

Name: W. Jay Holland, III

Name: Bobby Hocking

Title: Chief Operating Officer

Title: Mayor, City of La Marque

Date: _____

Date: _____

Attest: _____

Pisa Lewis, Administrative Officer

Attest: _____



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2012

Agenda item: 8g

Prepared by: Cyndi Efird

Reviewed by: CJB

Department: Public Works & Utilities

AGENDA ITEM DESCRIPTION:

Discussion/possible action - Resolution **R-2012-1190** authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Community Development Fund.

☒ **ATTACHMENTS FOR REFERENCE** –Resolution

Staff Briefing: Upon approval, a grant application will be filed for \$350,000.00 in grant funds with a \$70,000.00 City matching requirement.
This grant, if awarded will be within the 2013-14 budget year.

History (if applicable): This grant application is for water line improvements within the low to moderate income locations within the City.

In past years, the city has been fortunate to receive this grant and the funds were utilized for sewer rehabilitation within the low to moderate income locations within the City.

City staff has noticed an increase in leaks and pressure problems within the older areas of town.

If awarded, these funds would allow staff to address replacement of aging infrastructure.

Target Implementation: October 8, 2012

Significant Action Dates: October 8, 2012

Action:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other - Contract

Cost Details:

Budgeted	\$
Actual Bid	\$
Estimated Expenditure	\$70,000.00
Acct. Name	
Line Item #	

Staff's Recommended Motion: Approve Resolution R-2012-1190

Fiscal Impact: Reduce loss water due to water leaks and improve water quality within the locations known as Inner City.

RESOLUTION R-2012-1190

A RESOLUTION OF THE CITY COUNCIL OF LA MARQUE, TEXAS AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of La Marque, Texas desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to public health and safety; and

WHEREAS, it is necessary and in the best interests of La Marque to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$350,000.00 of grant funds to provide Water Line Improvements in the City of La Marque.
4. That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.
5. That it further be stated that the City of La Marque is committing \$70,000.00 from its Utility Fund as a cash contribution toward the Construction activities of this Water Line Improvements project.

Passed and approved this 8th day of October, 2012.

Bobby Hocking, Mayor
La Marque, Texas

Zina Tedford, City Clerk
La Marque, Texas



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2012

Agenda item: 8h

Prepared by: Cyndi Efird

Reviewed by: CJB

Department: Public Works & Utilities

AGENDA ITEM DESCRIPTION:

Discussion/possible action – Resolution No. **R-2012-1191** establishing Section 3 of the Housing and Urban Development Act of 1968

Staff Briefing:

SECTION 3 Policy – shall be as follows:

“Using an effective program under Section 3 of the Housing and Urban Development Act of 1968 may help members of protected classes gain economic opportunities necessary to allow them to exercise fair housing choice.”

There has been a big push by HUD concerning Section 3 to insure that employment opportunities are available to low income residents of La Marque. The Texas General Land Office has adopted a Section 3 Plan and asked all sub-recipients of Round 2.1 and 2.2 Disaster Recovery Projects to adopt this plan as well. The deadline is October 10, 2012

The Section 3 Plan only applies to federally funded programs and does not impact the hiring practices of the City. This will primarily apply to any construction contractors hired by the city to perform the construction on 2.1 and 2.2 CDBG DR projects.

History (if applicable)

Target Implementation: October 8, 2012

Significant Action Dates:

Action:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other - Contract

Cost Details:

Budgeted	\$
Actual Bid	\$
Estimated Expenditure	\$
Acct. Name	
Line Item #	



CITY COUNCIL AGENDA FORM

Staff's Recommended Motion: Council approve Resolution R-2012-1191.

Resolution No. R-2012-1191

Section 3 Policy Community Development Block Grant (CDBG) Program

A resolution of the City of La Marque, Texas, to adopt a Section 3 Policy in accordance with 12 U.S.C. 1701u, (Section 3).

WHEREAS, the City's participation in the Community Development Block Grant (CDBG) Program requires that it strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and by contracting with Section 3 residents and businesses within its jurisdictional boundaries in accordance with an adopted Section 3 Policy.

THEREFORE, the City Council hereby resolves to adopt a Section 3 Policy attached hereto and incorporated herein and appoints the City Manager to coordinate the City's Section 3 Policy.

Passed and adopted by the City Council of La Marque, State of Texas, on the _____ day of _____, 20____.

Bobby Hocking, Mayor

Attest: _____
Zina Tedford, City Clerk

City of La Marque

Section 3 Policy

“Using an effective program under Section 3 of the Housing and Urban Development Act of 1968 may help members of protected classes gain economic opportunities necessary to allow them to exercise fair housing choice.”

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General Policy Statement

It is the policy of the (Client) (City) to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u).

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires the City to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall be directed, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, to low- and very low-income persons.

The City will make every effort to ensure that contractors of Section 3-covered funding ensure their own compliance and the compliance of their / subcontractors with the Section 3 requirements, as outlined in *24 CFR §135.32*.

Key provisions to achieve this goal include:

The plan will delineate how the City intends to comply with Section 3 in its own operations and ensure compliance in the operations of its contractors and their subcontractors. The Section 3 Plan will cover:

- Training on Section 3;
- Outreach, compliance, and reporting methods regarding employment, job training and contracting opportunities for Section 3 residents and/or businesses;
- The identification of a Section 3 Coordinator(s) to ensure compliance and monitoring of its Section 3 activities.

The City will maintain a list of certified Section 3 Businesses. Section 3 business certifications will be conducted on an annual basis. Section 3 Businesses will have the option to become part of a master reference list for Recipients to use when contracting opportunities arise. Recipients should maintain a local Section 3 business certification list as well and should not rely solely on the City list. Inclusion on the Section 3 business list does not imply endorsement or procurement of the businesses on the list; it is only to serve as a reference that a business may qualify as a Section 3 Business Concern.

Applicability

Section 3 requirements are triggered when HUD-sourced assistance is expended for housing rehabilitation, housing construction or other public construction projects that are equal to or greater than \$200,000 and subcontracts of such projects in the amount of \$100,000 or more (see below).

Covered projects include:

- Housing Rehabilitation (to include reduction of lead-based paint hazards, and demolition); Housing Construction (to include reduction of lead-based paint hazards and demolition); Public Infrastructure (e.g. street repair, sewage line repair or installation, updates to building facades, etc.);
- Public Facilities and Park Improvements; and,
- Job creating or job sustaining Economic Development Projects as applicable.

Section 3 Definitions

Employment Opportunities Generated by Section 3 Covered Assistance — “all employment opportunities generated by the expenditure of Section 3 covered projects (as described in §135.3(a)(2), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.” (24 CFR §135.5)

Housing and Community Development Assistance — “any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.” (24 CFR §135.5)

HUD Youthbuild Programs — “programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low - and very low - income families.” (24 CFR §135.5)

Low-income Person — “families (including single persons) whose household incomes do not exceed 80 per centum of the median income for the area.” (24 CFR §135.5) To determine if a household’s income is considered low - income, HUD’s income limits may be obtained from:
<http://www.huduser.org/portal/datasets/il.html>

Non-metropolitan County — “any county outside of a metropolitan area” (24 CFR §135.5)

New Hires — “a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance.” (24 CFR §135.5)

Section 3 Clause — “the contract provisions set forth in § 135.38.” (24 CFR §135.5)

Section 3 Covered Activity — “any activity which is funded by Section 3 covered assistance public and Indian housing assistance.” (24 CFR §135.5)

Section 3 Covered Assistance — “assistance provided under any HUD housing or community development program that is expended for work arising in connection with: (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement); (ii) Housing construction; or (iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).” (24 CFR §135.5)

Section 3 Covered Contract — “a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a section 3 covered project.” (24 CFR §135.5)

Section 3 — “Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)” (24 CFR §135.1)

Section 3 Business Certification formA form used to document a business as a “Section 3 Business Concern.”

Section 3 Business Concern — “a business concern, (1) That is 51 percent or more owned by Section 3 residents; or (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “Section 3 business concern.” (24 CFR §135.5)

Section 3 Covered Project — “the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.” (24 CFR §135.5)

Section 3 Joint Venture — “means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which section 3 business concern (1) is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and (2) performs at least 25% of the work and is contractually entitled to compensation proportionate to its work.” (24 CFR §135.40)

Section 3 Resident — 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered assistance is expended. (24 CFR §135.5)

Section 3 Resident Self Certification Form — form used to document a resident of a local community as a Section 3 Resident.

Service Area — “is the geographical area in which the persons benefiting from Section 3 covered project reside. The Service Area shall not extend beyond the unit of local government in which the Section 3 covered financial assistance is expended.” (24 CFR §135.5)

Subcontractor — “any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.” (24 CFR §135.5)

The greatest extent feasible — “every effort must be made to comply with the regulatory requirements of Section 3, meaning Recipients of Section 3 covered financial assistance should make every effort within their disposal to meet the regulatory requirements. For instance, this may mean going a step beyond the normal notification procedures for employment and contracting procedures by developing strategies that will specifically target Section 3 residents and businesses for these types of economic opportunities.” (HUD’s FAQ’s): <http://portal.hud.gov/hudportal/documents/huddoc?id=11secfaqs.pdf>

Very low-income Person — “families (including single persons) whose, household income do not exceed 50 per centum of the median family income for the area.)” (24 CFR §135.5) To determine if a household’s income is considered very low-income (very low income is defined as 50% or below the median income of that area.) HUD’s income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>

Compliance with Section 3

Contractors may demonstrate compliance with the “greatest extent feasible”(CFR 24 §135.30) requirement of Section 3 by meeting HUD’s numerical goals for providing training, employment, and contracting opportunities to Section 3 Residents and Section 3 Business Concerns.

The minimum numerical goals are:

- 30% of total number of new hires as Section 3 Residents;
- 10% of all awarded construction contracts, awards to Section 3 Business Concerns;
- 3% of all awarded non-construction contracts, awards to Section 3 Business Concerns.

Contractors and their subcontractors must ensure that, to the greatest extent feasible, contractors will make good faith efforts to provide training, employment, and contracting opportunities to Section 3 Residents and Section 3 Business Concerns. The numerical goals established in this section represent **minimum goals** and are considered safe harbor numerical targets. Contractors are strongly encouraged to adopt numerical goals that exceed the **minimum** requirements.

If a Recipient fails to fully meet the Section 3 minimum numerical goals, they must be prepared to demonstrate that efforts were made in an attempt to meet the numerical goals. Failure to meet numerical goals requires a detailed explanation to the City. The City will then examine the Recipient’s documented efforts and provide technical assistance as necessary. However, “failure to comply may lead to sanctions, suspension and limited denial of participation pursuant to HUD’s regulations in 24 CFR Part 24, where appropriate, may be applied to the recipient or the contractor.” (24 CFR §135.74)

Section 3 Residents

Residents to be given priority in hiring are those who live in the service area where a Section 3 project is located who are either:

- Public housing residents including persons with disabilities;
- Low-income or very-low-income person(s) who live in the metropolitan statistical area (MSA) or non-metro county area of project;
- HUD Youthbuild program participants (centers in Austin, Houston, Kendleton, El Paso, New Waverly, San Antonio, Brownsville, and Dallas);
- Homeless, defined under McKinney Act (42 U.S.C. 11301 et seq.).

A resident seeking Section 3 preference shall submit a Section 3 Resident Certification Form (see Exhibit A for sample) to the Recipient’s Section 3 Coordinator(s) or the contractor or subcontractor to verify and approve the certification. The Recipient’s Section 3 Coordinator(s) should maintain a list of Section 3 Residents for current and/or future Section 3 job opportunities.

HUD has clarified that a Self-Certification is an acceptable means for establishing eligibility as a Section 3 Resident. However, the City may utilize acceptable support documentation with the Section 3 Resident Certification Form to include:

- Proof of residency in a public housing development;
- Evidence of participation in a HUD Youthbuild program operated in the metropolitan (or non-metropolitan county) where the Section 3 covered assistance is spent;
- Copy of Section 8 voucher certificate or voucher;
- Evidence of eligibility or participation in a federally-assisted program for low- and very- low-income persons (e.g. Jobs, JTPA, Job Corps, etc.);
- Evidence that the individual resides in the Section 3 area and is a low or very-low-income person, as defined in Section 3(b) (2) of the U.S. Housing Act of 1937 (1937 Act);
- Other acceptable documentation to the City.

Section 3 Business Concern

To determine if a business qualifies for Section 3 designation, the City and/or its assigned Section 3 Coordinator(s) will perform a local Section 3 Business Concern Certification. The City and/or its assigned Section 3 Coordinator(s) will verify and approve the certification (see sample form for a Business Concern Certification Exhibit B attached in this policy). The City may refer to the City's Section 3 Business Certification listing to see if the applicable business is already listed as a Section 3 Business Concern.

A Section 3 Business Concern is one that is:

- Owned by 51% or more by Section 3 Residents; or
- Employs at least 30% of employees who qualify as Section 3 Residents (or within 3 years of the date of first employment with the business concern were Section 3 Residents); or
- Commits to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet one of the first two qualifications above.

The City will include the “Contractor Certification of Efforts to Comply Notice” (Exhibit C), in all bid packets.

Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.

Section 3 Preference

HUD requires that preference be given to Section 3 Residents in training and employment opportunities and preference for contracting opportunities be given to Section 3 Business Concerns.

- I. “The City and its contractors and subcontractors will provide **Preference for Section 3 Residents in training and employment opportunities** and shall direct their efforts to provide to the greatest extent feasible training and employment opportunities generated from expenditure of Section 3 covered assistance to Section 3 Residents” (24 CFR §135.34) **in order of priority:**

- Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (collectively, referred to as category 1 residents);
- Participants in HUD Youthbuild programs (category 2 residents);
- Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;
- Other Section 3 Residents.

Types of Economic Opportunities that may arise from a Section 3 Project:

- For Public Housing Authorities, all employment opportunities generated by the expenditure of development, operating, and modernization assistance, including management and administrative jobs, technical, professional, construction and maintenance jobs; and jobs at all levels.
- For all others, all employment opportunities arising in connection with housing rehabilitation (including reduction and abatement of lead base paint hazards), housing construction, or other public construction (i.e., management and administrative jobs, technical, professional, and construction and non-construction jobs; and jobs at all levels).

HUD offers examples of efforts that can be made to Offer Training and Employment Opportunities to Section 3 Residents training (see Exhibit D).

A Section 3 Resident seeking the preference in training and employment provided by this part shall

certify, or submit evidence to the City, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident. A Section 3 Resident must demonstrate that they meet the qualifications for new employment opportunities created as a result of the expenditure of the covered assistance.

II. Preference for Section 3 Business Concerns in contracting opportunities (24 CFR §135.36), Recipients, contractors and subcontractors shall direct their efforts to award Section 3 Covered contracts , to the greatest extent feasible, to Section 3 Business Concerns in order of priority to:

- (First priority)- Business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses);
- (Second priority)- HUD Youthbuild programs (category 2 businesses);
- (Third Priority)- Other Section 3 Business Concerns.

*HUD offers examples of efforts that can be made to Procurement Procedures that P
Provide Preference to Section 3 Residents training (see Exhibit E)*

Section 3 Clause

The City will incorporate the Section 3 Clause into all solicitations and any contracts or subcontracts in excess of \$100,000 (24 CFR §135.38) (See Exhibit F).

Reporting Requirements

The City shall document actions taken to comply with the employment, training and contracting requirements of Section 3, the results of actions taken, and impediments encountered. The City will maintain records of job vacancies, solicitation of bids or proposals, selection materials and contracting documents (including scope of work and contract amount), in accordance with Federal and State procurement laws and regulations. The documentation should demonstrate efforts taken towards the achievement of the Section 3 numerical goals.

Contractors and their subcontractors must submit to the City a New Hires Section 3 Monthly Compliance Report (Exhibit I)

Complaint Process

In the event that a complaint is received; the City Section 3 Coordinator(s) will assist or work with the applicable Contractor to obtain:

- Relevant information regarding the complaint at hand;
- Documentation used to comply with Section 3;
- Reports submitted to the City to monitor Section 3 compliance;
- All other relevant information.

Complaints will be accepted by the City using HUD's Section 3 Complaint Register Form (See Exhibit G).



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Exhibit A

SECTION 3
RESIDENT EMPLOYMENT OPPORTUNITY DATA
ELIGIBILITY FOR PREFERENCE

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:

Contract Number:

Date:

ELIGIBILITY FOR PREFERENCE

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the Subrecipient, Grantee, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section CFR 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Section 3 Resident Certification
for Worker Seeking Preference in Training and Employment

RESIDENT COMPLETES THIS SECTION:

I, , am a legal resident of the

and meet the income eligibility guidelines for a low -or very-low-income person as published on HUD'S income limits www.huduser.org/portal/datasets/il.html and documented on the reverse side of this form.

My permanent address is:

I have attached the following documentation as evidence of my status:

☐ Copy of Lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in a public assistance program

☐ Other Evidence

Resident Signature

Print Name

Date

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Housing Authority of

Qualify as Section 3 Residents.

Alternatively, individuals residing in the

City of

Or County of

Who meet the income limits set forth below, can also qualify for Section 3 status

A picture identification card and proof that illustrates applicant is a current resident of the subject area.

HUD updates area median income (AMI) annually and income limits vary by county. To find the latest income limits visit HUD's website www.huduser.org/portal/datasets/il.html

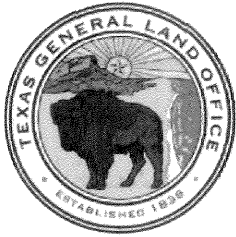
Eligibility Guideline

Number in Household	Very Low Income (50% AMI)	Low Income (80%)
1 Individual		
2 Individuals		
3 Individuals		
4 Individuals		
5 Individuals		
6 Individuals		
7 Individuals		
8 Individuals		

Signature Field

Date

Print Name



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Exhibit B

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and
Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:

Contract Number:

Date:

CONTRACTOR INFORMATION

Name of Business

Address of Business

Type of Business:

☐

Corporation

☐

Partnership

☐

Non-Profit

☐

Sole Proprietorship

☐

Joint Venture

☐

Consortium

Attach the following documentation as evidence of Section 3 eligible status:

(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

☐

Copy of resident lease

☐

Copy of evidence of participation in a public assistance program

☐

Copy of receipt of public assistance

☐

Other evidence

For business entity as applicable:

☐

Copy of Articles of Incorporation

☐

Assumed Business Name Certificate

☐

List of owners/stockholders and % ownership of each appointed officers

☐

Organization chart with names and titles and brief function statement

☐

Certificate of Good Standing

☐

Partnership Agreement

☐

Corporation Annual Report

☐

Latest Board minutes

☐

Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

☐

List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐

List of all current full-time employees

☐

PHA/IHA Residential lease less than 3 years from day of employment

☐

List of employees claiming Section 3 status

☐

Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐

Current financial statement

☐

List of owned equipment

☐

List of all contracts for the past two years

☐

Statement of ability to comply with public policy

Authorized Name and Signature

Date

(Corporate Seal)

Attested By: _____



**Contractor Certification of Efforts to Fully Comply
with Employment and Training Provisions of Section 3**

Economic Opportunities for Low and Very Low-Income Persons

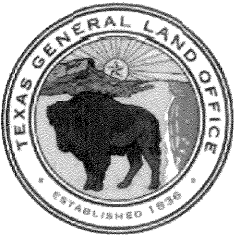
THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:

☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: 1. That is 51% or more owned by Section 3 Resident(s); or 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently section 3 Residents, or 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
☐ Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts be undertaken.
<u>EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS</u> (Check ALL that apply)
☐ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
☐ By advising Section Business Concerns as to where they seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding, financing, insurance, etc....
☐ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
☐ By developing and using a list of eligible Section 3 Business Concerns.
☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.
<u>EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS</u>
☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
☐ By contacting resident councils and other resident organizations in the affected housing development to request assistance in residents of the training and employment positions to be filled.
☐ By arranging interviews and conducting interviews on the job site.
☐ By undertaking such continued job - training efforts as may be necessary to ensure the continued employment of Section 3 previously hired for employment opportunities.

Contractor Name/Business Name:

Signature Field

Date/Time Field



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Exhibit D

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]

From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

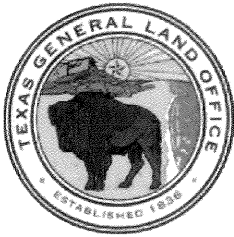
Table of Contents

Appendix to Part 135

**I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO
SECTION 3 RESIDENTS**

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered projects.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.



III. EXAMPLES OF PROCUREMENT PROCEDURES THAT PROVIDE FOR PREFERENCE FOR SECTION 3 BUSINESS CONCERNS

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

- (1) Small Purchase Procedures. For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

- (i) Solicitation.

- (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;

- the time within which quotations must be submitted; and

- the information that must be submitted with each quotation.

- (B) If the method described in paragraph (i) (A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

- (ii) Award.

- (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

- (B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to

be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

- (2) Procurement by sealed bids (Invitations for Bids). Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follow:

[[Page 707]]

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-- (A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and (B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

x=lesser of:

When the lowest responsive bid is less than \$100,000.	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000.	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000.	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000.	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million.	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million.	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million.	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million.	2% of that bid, or \$105,000.
\$7 million or more	1-1/2% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

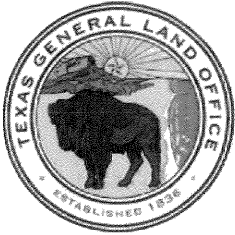
(3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).

(i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Exhibit F

Code of Federal Regulations
Title 24- Housing and Urban Development

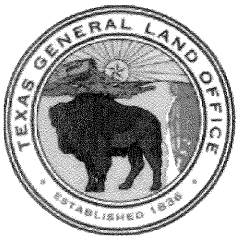
Volume: 1
Date: 2003-04-01
Original Date: 2003-04-01
Title: Section 135.38- Section 3 Clause
Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Exhibit G

**NEW HIRES SECTION 3
MONTHLY COMPLIANCE REPORT**

Reporting Month:

Economic Opportunities for Low and Very Low-Income Persons

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor that they anticipate hiring for this project.

CONTRACTOR INFORMATION

Name of Business:

Address of Business:

Authorized Representative for this contract:

Authorized Signatory:

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1 - 3 BELOW:

1. You must **sign and date** this form for the each applicable reporting month in connection with awarded project and deliver to:

2. When you **hire** a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no **new hires** this form **must be completed and submitted to the Section 3 Coordinator identified above.**

☐ I have not hired any new employees during the reporting Month specified.

I have hired Section 3 employees and/or non-Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

	New Hire Name	Job Category/Trade	Full-time? Yes or No
1.			
2.			
3.			
4.			

I have taken one or more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. **Provide a brief description of actions taken:**

I have taken steps to find a Section 3 Resident in the applicable targeted areas where the project(s)/assistance will take place. **List**

- ☐ Placed signs or posters at prominent places in each of the above listed areas. *Photographs were taken to document this action.*

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project.

List advertisements (name publication, e.g. Work in Texas, Houston Chronicle, and/or website(s):

- ☐ Distributed employment flyers to the administrative office of the local Public Housing
- ☐ Provided notice of positions available to the Texas Workforce Commission for potential applicants. *Provide copy of notice.*
- ☐ Contacted employment referrals or Youthbuild Program referrals. **List contacts:**

- ☐ Contacted with applicable parties to ensure that any HUD Youthbuild programs currently operating in the project(s) area/ assistance will take place.
- ☐ Kept a log of all applicants and indicate the reasons why Section 3 Residents who applied were not
- ☐ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 Residents.
- ☐ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. Verification

I have attached proof of all checked items.

Authorized Name and Signature

Date/Time Field

Text

Attested By:

Name of Complainant (Person or organization)

Home Phone

Street Address

Work Phone

City, State, Zip code

Against whom is this complaint being filed?

Business Phone

Name of organization or company

Street Address

City, State, Zip code

Name and identify others (if any) who violated the law in this case

You are (check all that apply)

- | | |
|--|--|
| ☐ A. Low/Very low income | ☐ D. Section 3 business concern |
| ☐ B. Public housing resident | ☐ E. A representative of D |
| ☐ C. A representative of A or B | |

Complaint is against (check one or more boxes)

- | | |
|---|--|
| ☐ A. Applicant | ☐ D. Recipient |
| ☐ B. Sub-Recipient | ☐ E. Contractor |
| ☐ C. Subcontractor | ☐ F. Other (please specify) _____ |

Basis for non compliance with Section 3

- | | | |
|--|--|---|
| ☐ Denied Training | ☐ Denied Employment | ☐ Denied Contracting |
|--|--|---|

What did the person you are complaining against do? (Check all that apply -- provide documentation)

- | | |
|--|---|
| ☐ A. Failed to meet numerical goals, as set out in the Section 3 regulations | ☐ G. Failed to train and/or employ Section 3 residents |
| ☐ B. Failed to ensure that its contractors and subcontractors comply with Section 3 | ☐ H. Failed to award contracts to Section 3 business concerns |
| ☐ C. Failed to notify Section 3 residents about training and/or employment opportunities | ☐ I. Contracted with a contractor found to be in violation of applicable statutes and/or HUD regulations |
| ☐ D. Failed to notify Section 3 business concerns about contracting opportunities | ☐ J. Failed to provide preference to Section 3 residents in training and or employment opportunities. |
| ☐ E. Failed to notify potential contractors for Section 3 covered projects of the requirements of Section 3 | ☐ K. Failed to provide preferences for Section 3 business concerns in contracting opportunities |
| ☐ F. Failed to incorporate the Section 3 clause in Section 3 solicitations or contracts | |

When did the act(s) checked above occur? (Include the most recent date if several dates are involved):

Summarize what happened? Attach additional information if necessary

--

	Date:

Instructions for the Complaint Register
Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is not of a sensitive nature. The information is unique to the processing an allegation of noncompliance with the Section 3 statute or implementing regulations.

This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

What does Section 3 of the Housing and Urban Development Act of 1968 provide?

The law describes the HUD programs directly affected by Section 3, receiving Federal financial assistance from the Department, and dictates how these programs are to provide employment and other economic opportunities for low and very low income persons.

What does the law cover?

Section 3 applies to any Public and Indian Housing programs that receive: (1) developmental assistance pursuant to section 5 of the U. S. Housing Act of 1937; (2) operating assistance pursuant to section 5 of the U.S. Housing act of 1937; or (3) modernization grants pursuant to section 14 of the U.S. Housing Act of 1937, and to housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000.

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within 180 days of the last alleged occurrences of noncompliance.

Complain to the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, by filing this form by mail or in person. The information received will be used by HUD to determine jurisdiction under Section 3.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about Section 3 or in filing a complaint at the HUD Office listed below:

Assistant Secretary
HUD Fair Housing and Equal Opportunity
451 7th Street SW
Washington, DC 20410
(202)-708-3633

Privacy Act of 1974 (P.L.93-579)

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992,

Purpose: The information requested on this form is to be used to investigate and process Section 3

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.



CITY COUNCIL AGENDA FORM

Meeting Date: 10-8-12

Agenda item: 8i

Prepared by: zt

Reviewed by: CJB

Department: Administration

AGENDA ITEM DESCRIPTION:

Discussion/possible action – Resolution **R-2012-1189** of the City Council of the City of La Marque, Texas, approving a legal services agreement with Hodge Law Firm, P.L.L.C., and Tylka Law Center, P.C and Law Offices of A. Craig Eiland P.C.; providing for incorporation of premises and pending an effective date, seeking compensation and other relief arising from windstorm damage caused by Hurricane Ike. Possible Executive Session pursuant to Texas Government Code, Section 551.071 –Consultation with Attorney regarding pending or contemplated litigation or a matter

- ☒ **Attachments for Reference**
- a. Proposed agreement
 - b. Resolution

Staff Briefing:

Resolution R-2012-1187 was passed by City Council at the City Council Meeting held September 10, 2012. When the contract was presented to the State Comptroller's Office, it was returned for revisions just as the City of Santa Fe's documents were returned. Mr. Hodge has requested an opportunity to present the revised contract to Council.

Per Mr. Hodge, the main changes are with the resolution. The language in the resolution has been changed per the request of the comptroller to follow the exact language of the statute. The only changes in the contract itself are: added signature space for Comptroller to sign, made the language under Paragraph 12 and 13 more favorable for the City.

History (if applicable):

As discussed at the meeting of August 27, 2012, I met with Mr. Hodge and Mr. Tylka the latter part of June regarding Hurricane Ike windstorm damage. After review of all windstorm documentation provided by staff and initial inspection by a windstorm expert, this firm indicated the City of La Marque may be entitled to additional windstorm funds.

Target Implementation:

Significant Action Dates:



CITY COUNCIL AGENDA FORM

Action:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other – Agreement

Cost Details:	
Budgeted	
Estimated Expenditure	
Acct. Name	
Line Item #	
Other Funding	

Staff's Recommendation:

Fiscal Impact: Attorneys to provide services on a contingency basis if funds are recovered. The City is not to absorb any fees.

CITY OF LA MARQUE

RESOLUTION NO. R-2012-1189

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE LEGAL SERVICES AGREEMENT BETWEEN THE CITY AND THE HODGE LAW FIRM, PLLC, TYLKA LAW CENTER, P.C. AND THE LAW OFFICES OF A. CRAIG EILAND, P.C. ON A CONTINGENCY FEE BASIS TO ASSIST WITH THE RECOVERY OF INSURANCE PROCEEDS OWED THE CITY FOR DAMAGES RESULTING FROM HURRICANE IKE.

WHEREAS, the City of La Marque, Texas is a public agency as defined in §30.003(3) of the Texas Water Code; and

WHEREAS, The City of La Marque, Texas has a substantial need for the legal services;

WHEREAS, The legal services cannot be adequately performed by the attorneys and supporting personnel of the City of La Marque or by attorneys and supporting personnel of another state governmental entity;

WHEREAS, The legal services cannot be reasonable be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because the City of La Marque does not have available funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

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

Section 1. That the Mayor or the Mayor's designee is hereby authorized to execute the Legal Services Agreement between the City and the Hodge Law Firm, PLLC, Tylka Law Center, P.C. and Law Offices of A. Craig Eiland P.C., on a contingency fee basis to assist with the recovery of insurance proceeds owed the city for damages resulting from Hurricane Ike in 2008.

Section 2. That the Mayor or the Mayor's designee shall act as the City representative and is hereby authorized to execute any and all documents related to the recovery of insurance proceeds owed the city for damages resulting from Hurricane Ike.

PASSED AND APPROVED this _____ day of _____, 2012

Mayor

ATTEST:

City Secretary

LEGAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement, executed in duplicate with each party receiving an executed original, is made between the City of La Marque("Client") and the Hodge Law Firm, P.L.L.C., Law Offices of A. Craig Eiland, P.C. and Tylka Law Center, P.C., ("Attorney").

2. **AUTHORIZED REPRESENTATIVE OF CLIENT.** Client designates _____, the _____ of the City of La Marque or his designee, as the authorized representative to direct Attorney and to be the primary individual to communicate with Attorney regarding the subject matter of Attorney's representation of Client under this agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorney and other representatives of Client.

3. **LEGAL SERVICES TO BE PROVIDED.** Attorney will provide legal services to Client with respect to seeking damages, compensation, and other relief to which Client may be entitled, arising from windstorm property damage caused by Hurricane Ike ("Claims"). This agreement does not include pursuing flood claims. If unpaid flood damage claims are to be pursued, and additional, separate agreement will be required.

4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Attorney will not provide legal services with respect to other related and non-related claims. If Client wishes to retain Attorney to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorney and Client will be required.

5. **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Attorney will perform the legal services called for under this Agreement. Attorney will keep Client informed of progress and developments, and respond promptly to Client's reasonable inquiries and communications. Client will be truthful and cooperative with Attorney, disclose to Attorney all facts relevant to the claim, keep Attorney reasonably informed of developments, and be reasonably available to attend any necessary meetings, depositions, preparation

sessions, hearings, and trial. Client will have final authority over litigation decisions. Client affirmatively states to Attorney that Client is not currently represented by any other outside counsel for any claims or lawsuits relating to windstorm property damages from Hurricane Ike. It is further understood and agreed that after the date of this Legal Services Agreement, Client shall not settle any windstorm property damage claim in connection with this matter without first having provided advanced notice to the Attorney.

6. **ATTORNEY'S FEES.** Client has a choice to retain the legal services of the Hodge Law Firm, PLLC., Law Offices of A. Craig Eiland, P.C. and Tylka Law Center, P.C., under three options. Please select, by a majority affirmative vote of Client and initial your choice:

____ Hourly at \$250.00 per hour for attorneys and \$85 per hour for legal assistants, plus expenses. This option requires a \$50,000 retainer which Attorney will bill against for fees and expenses on a monthly basis. When the balance of the account reaches \$10,000.00, Attorney will notify Client and Client fund the account back to a balance of \$50,000 for attorney to continue to bill against.

____ Hourly at \$425 per hour for attorneys and \$85 per hour for legal assistants, plus expenses. This option requires no retainer. Attorney will pay expenses as incurred. Attorney will bill on a quarterly basis for fees and expenses incurred, Client will pay fees and expenses incurred within 30 days.

 X Contingency where Attorney bears all risk of fees and expenses and loss. If there is no recovery, Attorney is not reimbursed for fees or expenses. Contingency is a maximum of 35% for fees and 7% for expenses of the Gross Recovery, upon the following terms:

REQUIRED RECITALS.

a. This Agreement is effective after it is reviewed and approved by the Comptroller of the State of Texas and signed by the Client and Attorney;

b. Attorney shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract in accordance with §2254.104(a), Tex Gov't Code;

c. At any time, upon request, Attorney shall permit Client, Client's governing officials, or any other appropriate official to inspect or

obtain copies of the time and expense records kept in accordance with §2254.104(b), Tex Gov't Code.

d. Upon conclusion of any matter for which legal services were retained, Attorney shall provide Client with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows Attorney's computation of the amount of the fee and expense records and contains the final complete time and expense records required by §2254.104(a), Tex Gov't Code. The complete written statement required by §2254.104(c), Tex Gov't Code is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

e. All time and expense records kept in accordance with Section 6 b and 6d are public information subject to required public disclosure under Chapter 552 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 of the Texas Government Code only if, in addition to meeting the requirements of Section 552.103 of the Texas Government Code, the chief legal officer or employee of Client determines that withholding the information is necessary to protect Client's strategy or position in pending or reasonably anticipated litigation. If any information is withheld in accordance with this Section, Client shall segregate said information from information that is subject to required public disclosure.

f. There is no difference in the method by which the contingent fee, if any, will be computed if any matter is settled, tried, or tried and appealed. The amount of the contingent fee, if any, and reimbursement of expenses under this Agreement will be paid and limited in accordance with applicable provisions to Client under Subchapter C, Chapter 2254 of the Texas Government Code as required by §2254.105(5), Tex Gov't Code.

g. In the event of a recovery, Client is responsible for the payment of litigation and other expenses previously advanced by Attorney, not to exceed 7% of the Gross Recovery. Any expenses exceeding 7% of the Gross Recovery will be paid by Attorney out of Attorney Fees recovered. In the event that litigation and other expenses are outstanding at the time any matter

is settled, tried, or tried and appealed, said outstanding amounts will be deducted as well as the previously incurred expenses from any recovery after the computation of the contingent fee addressed below.

h. Any subcontracted legal or support services performed by a person who is not a contracting Attorney or a partner, shareholder, or employee of a contracting attorney or law firm is an expense subject to reimbursement in accordance with applicable provisions to Client under Subchapter C, Chapter 2254 of the Texas Government Code.

i. For the determination of the computation of the contingent fee in accordance with §2254.106, Tex Gov't Code, the parties agree to the following reasonable hourly rate schedule for work performed by an attorney, law clerk, legal assistant or paralegal who performs legal or support services under the contract. The rates are based on and are equal to or less than the reasonable and customary rates in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work:

j. The Hodge Law Firm, PLLC., Law Offices of A. Craig Eiland, P.C. and Tylka Law Center, P.C.

- i. Shaun Hodge: \$425.00 per hour;
- ii. Lawrence M. Tylka: \$425.00 per hour,
- iii. A. Craig Eiland \$425.00 per hour,
- iv. Bret Stanley \$325.00 per hour,
- v. Aaron Rankin \$325.00 per hour
- vi. Associate attorneys \$250.00 per hour;
- vii. Paralegals and legal assistants \$85.00 per hour.

k. For the determination of the contingent fee in accordance with with §2254.106, Tex Gov't Code, a Base Fee will be calculated as follow: For each attorney, law clerk or paralegal who is a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm, multiply the number of hours worked in providing legal or support services under this Agreement times the reasonable hourly rate set forth in Section j

above for that person or position. The resulting amounts for each person or position will be added to obtain the base fee.

k-1. The hourly contingent fee is computed by multiplying the Base Fee by a multiplier of four (4). This reasonable multiplier is based on expected difficulties in performing the contract, the amount of expenses expected to be risked by Attorney, the expected risk of no recovery, and any expected long delay in recovery. This calculation will represent the total dollar amount of recoverable contingent fee under Section 6 i. through k-1. of this Agreement. This total dollar amount is not subject to further calculation under Section 6 l through k-1.

k-2 In accordance with §2254.106(a), Tex Gov't Code the highest hourly rate for a named person or under a rate schedule may not exceed \$1,000.00 an hour.

k-3 In no event will the contingency fee exceed 35% of the gross amount recovered. The contingency fee will not exceed the lesser of the stated percentage of the amount recovered (35%) or the amount computed under Subsections (i) and (k) above.

k-4 Texas Government Code §2254.106 applies to the extent a recovery is over \$100,000.

l. Client and Attorney agree that Attorney will first seek payment of attorney fees by insurance carriers under Chapter 541 and 542 of the Texas Insurance Code. Client and Attorney further agree that if fees are not paid in addition to identified windstorm property damage, the Attorney will receive a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorney and Client. Attorney and Client agree that the contingent fee will be calculated as described in section 6a-k.

m. **"Gross Recovery"** means the total amounts recovered under the insurance policies, whether by settlement, appraisal, arbitration award, court judgment following trial or appeal, arising or relating to the Claims, other than the Excluded Insurance Payments (defined below), and includes, without limitation, any or all of the following: (1) the then-present value of any monetary payments to be made to Client;

and/or (2) any Attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award; and (3) amounts recovered on the Claims from any source in addition to insurance companies (such as adjusting companies), including but not limited to, claims against adverse parties and/or their insurance carriers and/or any third party whether or not a party to the action, excluding payments from Federal and/or State agencies. The contingent fee provided in this section is to be calculated on the Gross Recovery, before the payment of any costs or expenses provided for in Section 8 below.

Provided, however, that Gross Recovery shall not include the following amounts which Client has negotiated and/or received for windstorm property damage prior to Attorney's engagement: At least \$_____ from Texas Windstorm Insurance Association (such amounts, to the extent received by Client, are referred to here as "Excluded Insurance Payments"). Attorney shall have no responsibility to assist the Client in collecting all or any portion of the Excluded Insurance Payments, provided however that Client will consult with Attorney prior to executing any releases in connection with the Excluded Insurance Payments to avoid the inadvertent release of claims which may be pursued by the Attorneys.

n. **Reasonable Fee if Contingent Fee is Unenforceable.** In the event that the Client chooses the contingent fee portion of this agreement and it is determined to be unenforceable for any reason or the Attorney is prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered in accordance with section k above.

7. **COSTS AND EXPENSES.**

A. It will be necessary for Attorney to incur and advance certain court costs and other types of expenses for Client. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for expert services; consultants, damage adjusters, reasonable and necessary travel expenses (this may include air fare, ground transportation and lodging); deposition expenses and court reporter fees; outside trial services providers; trial equipment rental and

operation fees; preparation of exhibits and graphics; the costs of filing briefs and transcripts on appeal; and miscellaneous copying, postage, shipping, and courier expenses. In addition, it may be necessary to employ technical expert witnesses or consultants to examine and report on Client's cause of action or advise on additional methods of recovery. This may include a variety of experts in liability, causation and damage issues, including but not limited to insurance, accounting, engineering, structural engineering, technology, meteorology, and construction specialists. Client agrees that Attorney may employ and pay these expert witnesses.

B. Client agrees that solely out of the Gross Recovery remaining after the payment of Attorney Fees as provided above, Client shall reimburse Attorney all costs and expenses in connection with prosecution of Client's claim(s). In the event of a recovery, Client is responsible for the payment of litigation and other expenses previously advanced by Attorney, not to exceed 7% of the Gross Recovery. Any expenses exceeding 7% of the Gross Recovery will be paid by Attorney out of Attorney Fees recovered. In no event will costs, expenses and fees exceed 42% of Gross Recovery.

C. Client understands that Attorney fees may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorney may, in its discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Attorney agrees to meet with Client on a reasonable basis when requested and provide Client with a status report of costs and expenses, along with an update on the progress of the Claims. Such costs shall be identified along with details. In no event shall Client be required to pay costs or expenses if there is no recovery. All such costs and expenses shall only be deducted from actual recovery as herein described.

8. **REPRESENTATION OF RELATED INTERESTS.** Attorney shall have the right to represent other clients in other actions arising from injuries and damages caused by Hurricane Ike or similar litigation without the consent of Client, subject to the requirements of the Texas Rules of Professional Conduct relating to conflicts of interest.

9. **SETTLEMENT.** Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.

10. **POWER OF ATTORNEY.** Client gives Attorney a power of attorney to execute all reasonable and necessary documents connected with the performance of legal services provided under this agreement including pleadings, motions, notices, and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's consent

11. **DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form. In the event that Attorney is discharged, for whatever reason, Client may be obligated to pay Attorney a reasonable fee and cost reimbursement after the receipt of a final cost accounting from Attorney.

12. **WITHDRAWAL OF ATTORNEY.** Client and Attorney agree that if, after investigation of the facts and research of the law, Attorney believes that Client's claims are of limited merit or value to the Client, Attorney may terminate this agreement with Client prior to and without filing suit, and said termination will release Attorney from any further action on Client's claim and discharge Attorney from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorney. After filing suit, Attorney may withdraw as permitted under the Texas Disciplinary Rules of Professional Conduct. Upon termination of representation, Attorney shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, and will surrender papers and property to which Client is entitled. If Attorney withdraws because Attorney believes Client's claims are of limited

merit, then Client will have no obligation to pay Attorney for any services provided or any expense incurred.

13. **ASSOCIATION OF ADDITIONAL COUNSEL.** Client agrees that Attorney may associate additional lawyers or firms to assist in representing Client and prosecuting Client's claim(s) or cause(s) of action. A portion of the agreed upon attorney's fees may be paid to other attorneys. The association of additional attorneys will not increase the total fee owed by Client (except that any subcontracted legal or support services performed by a person who is not a contracting Attorney or a partner, shareholder, or employee of a contracting attorney or law firm is an expense subject to reimbursement in accordance with applicable provisions to Client under Subchapter C, Chapter 2254 of the Texas Government Code). After initial review and evaluation, if additional attorneys, counsel or expertise is necessary or advisable, at Attorney's sole determination, Attorney shall advise Client of additional counsel Attorney seeks to associate. Client's consent to additional counsel will not be unreasonably withheld.

14. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorney will release promptly to Client upon request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

15. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorney, and any associate counsel, legal assistant or paralegal provided through Attorney, in the performance of services hereunder is that of independent contractor and not that of employee of the Client and no other wording of this agreement shall stand in derogation of this paragraph. The fees and costs paid to Attorney hereunder shall be deemed revenues of their law office practice and not as remuneration for individual employment apart from the business of that law office.

16. **NOTICE.** All written notice and communications to Client relating to this agreement shall be mailed or emailed with delivery receipt requested to

or personally delivered to City Manager, and written notices and communications to Attorney relating hereto shall be mailed or emailed with delivery receipt requested to or personally delivered to Attorneys at their offices: the Hodge Law Firm, P.L.L.C., Old Galveston Square, 2211 The Strand, Suite 201, Galveston, Texas 77550 and/or at Tylka Law Center, P.C., 1104 East Main, League City, Texas 77573 unless and/or until Attorney notifies Client of a change of office address.

17. **DISCLAIMER OF GUARANTEE.** Although Attorney may offer an opinion about possible results regarding the subject matter of this Agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guarantee.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

19. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

21. **ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.** The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

22. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this agreement will be the date when this agreement is signed by Client and Attorney after being reviewed and approved by the Comptroller of the State of Texas.

23. **CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of the State of Texas with proper venue in Galveston County, Texas.

24. **EXECUTION.** This Agreement may be executed by transmittal of facsimile signature counterparts.

This agreement and its performance are subject to the Texas Disciplinary Rules of Professional Conduct. The foregoing is agreed to by the parties on this _____ day of _____, 2012.

CITY OF LA MARQUE

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

City Secretary
City of La Marque, Texas

Shaun W. Hodge
The Hodge Law Firm, PLLC
Old Galveston Square
2211 The Strand, Suite 202
Galveston, Texas 77550
Telephone: 409-763-3260
Facsimile: 409-763-8154

Lawrence M. Tylka
Tylka Law Center, P.C.
1104 East Main
League City, Texas 77573
Telephone 281-557-1500
Facsimile 281-557-1510

A Craig Eiland
Law Office of A. Craig Eiland, P.C.
2211 The Strand, Ste. 201
Galveston, Texas 77550
(409) 763-3260

APPROVED BY:
OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By: Deputy Comptroller

Date

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

TO: Honorable Mayor Hocking and City Councilmembers
FROM: Carol Buttler, City Manager
DATE: October 8, 2012
SUBJECT: City Manager Report – September 2012

a. Finance Department

- Budget-Finance has been working on updating and reconciling 2012-13 budget. Year end audit-Staff has been uploading and gathering financial information to meet auditor's requests.
- Internal controls-Interim Finance Director has been assessing different roles and functions within Finance department to recommend proper segregation of duties among staff.
- Goals and objectives-Established goals and objectives for departmental level to move forward into new fiscal year 2012-13.
- Investment-New quarterly report and policy were completed per Public Funds Investment Act requirements.
- Transparency reporting-Staff has been researching ways to improve management reports.
- Paperless-Staff is in the process of developing ways to improve operating efficiencies with minimum financial burden each budget year.
- Financial software (STW)-Staff has been involved with STW training to perform routine tasks in Accounting and Utility Billing.

b. Public Safety

- **Personnel:**

- **LMPD:**

- The Civil Service examination was conducted on September 20, 2012. Seven (7) applicants were administered the test: five (5) passed. Effective 10-4-12 the department will have two (2) vacancies.

- **LMFD:**

- Four (4) Firefighter vacancies exist. Announcements have been posted on the following websites: Texas Municipal League and Texas Commission on Fire Protection.

- **Training:**

- **LMPD:**

- Community Policing Officer Campbell completed the Intermediate Crime Scene Search at TCPD. Traffic Enforcement Officer Guzman attended the Radar Certification Course.

- **LMFD:**

- Captain Decker attended the "Courage to be Safe, Train the Trainer" course. This will be required for Firefighter re-certifications by 2015.

- **Operations:**

- **LMPD:**

- National Night Out* (NNO) event scheduled for Tuesday, October 2, 2012. LMPD's Special Operations Bus to transport the *NNO Visitation Team* to the various NNO parties throughout the city.

- **LMFD:**

- Current Standard Operating Guideline (SOG) drafts (work-in-progress) include: ride-a-long program, daily duties, and complaint processing. Station tones are a work-in-progress by IT Director Kyle Hunter.

c. Judicial

- Court Administrator attended an Incode regional training seminar and learned many new things about our Court software.
- The following reports are the monthly statistics for September 2012 citations and warnings issued by the LMPD, including the traffic enforcement officer. LMPD issued a total of 389 citations with 540 violations. Of those, the traffic enforcement officer issued 147 citations with 218 violations. There were 5 warnings issued.

d. Public Works

- **CDBG projects**

- **CDBG Round 1 Disaster Project**

- General Land Office in conjunction with Public Management completed a preliminary review of the files pertaining to the Round One Disaster Projects. Within this review process, two deficiencies were noted in regards to paperwork that was filed within the original environmental audit. Talon LPE (Environmental Specialist Provider) was contacted and informed to provide consultant letters and flood plain maps to correct the deficiencies.

- **Long & Son – General Land Office Grant Project Magnolia Water Plant** – As of September 30th, Subcontractor Wiesinger (the well driller) hasn't completed the well pump sizing for installation; installation is scheduled to begin in the next couple of weeks. We are anticipating closing the job out within the next thirty to forty-five days.

- **CDBG Round 2.1 Disaster Project**

- City Staff has reviewed, modified, and obtained signatures for the environmental audit required for the water and sewer line projects. All of the documents were forwarded back to the Environmental Specialist Provider for filing with the General Land Office. Engineering for the projects is 30 percent complete; this process is on hold waiting for the General Land Office approval of the environmental audit.

- **CDBG Round 2.2 Disaster Project**

- City staff has met with the grant administrators, General Land Office and project Engineers. We went over the Table two forms describing the work and street locations submitted in the Grant applications. The corrections were completed by the Project Engineers and forwarded to the General Land Office.

- **CDBG Non-Disaster Sewer Grant**

- City Staff met with the grant administrators and State agencies pertaining to sewer rehabilitation projects. The City applied for a grant in 2010 was awarded a 10% \$350,000.00 grant project to start in 2013.

- **Street Program**

- Projects 1 and 2 punch list were completed as of September 30th and projects are ready for close out.

- City staff has contracted with KSA Engineering to provide a third party assessment of the Newman road asphalt project.

- City staff has completed 70 % of the reassessment of the original 2010 Street Repair Program for the City Manager's review. This information will be applied to a list of streets for repairs needed in the potential repair project 4.

- **Sam's Store Construction Site**

- On August 2, 2012 City Staff conducted the first site visit of storm water controls established for the Sam's store construction site. Proper construction entrance is in place with bull rock and SWPPP forms posted with the TCEQ permit. Silt fencing is established along the north side of the construction location. Elevated burns are in place along the remaining three sides with interior drainage ditches conveying storm water and silt to a temporary silt pond located on the southeast portion of the property.

August 6, 2012 City staff checked if the security fence was removed from around the fire hydrant on the East perimeter and relocated for Walmart's fire protection.

August 9, 2012 City staff furnished and installed a 2 inch construction meter; the account was set up with Williams Development and Construction. The water is needed for dust control and various construction trades.

On Sunday 8-18-12, a wet weather event of greater than 0.5 inch of rain fall was conducted. All storm water controls in place appeared to be operating properly.

August 22, 2012 a Pre-Construction meeting for the Sam's Project was conducted at City Hall.

August 23, 2012 City Staff approved changes to the construction plans to use 12x6 tees for the fire hydrant legs off of the main lines.

September 6, 2012 City staff conducted inspections of materials on hand for construction water, sewer and storm lines. City staff informed the general contractor about five sections of 8" C900 water pipe that was old and defective and would not be allowed for construction purposes. Within the week, the water line sub-contractor removed the pipe from the construction site and replaced with new materials.

September 10 – 24, 2012 seven field inspections were completed for a total of fifteen hours. During these inspections, staff reviewed placement of Reinforced Concrete Pipe, C900 water lines and SDR 26 sewer pipe and backfill procedures for the installation of these materials.

Sunday, September 30, 2012 – City staff conducted inspections of storm water controls put in place to contain silt run-off at the construction site. All controls appear to be in good working condition with no off-site contamination visible.

e. EDC

- La Marque Economic Development Corporation has completed the sale of approximately two acres to developers, Five Tyler, LLC.
The property is to be developed and house the Attorney General's office.
- La Marque Economic Development Corporation has completed the sale of 4635 FM 1765. The new owner, SAI Gulf is based out of LaPlace, Louisiana.
- Sam's Club is coming along.
The new store is still scheduled to open in February.
- "The Retail Coach" updated our demographic and retail leakage information.
Customized packages are being sent out to targeted retailers.

JUDICIAL DEPARTMENT

Beginning Date.....: 09/01/2012
Ending Date.....: 09/30/2012
by Citation date
Agency.....: POLICE DEPARTMENT
Officer.....: All
Type of Offense.....: All
Special Flag.....:
Entered By.....: All
Total by Race/Sex.....: Yes
Sort By.....: Officer Badge

PD POLICE DEPARTMENT

515 CRAVENS, MARCUS

Totals for Officer

Number of Citations for Officer.....	1
Number of Violations for Officer.....	3
Amount of Fines/Fees Assessed.....	\$806.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$806.00
Number of Citations to Juveniles.....	0
Number of Citations to Minors.....	0
Number of Citations by Sex	
Male	1
Female	0
Unknown	0
Number of Citations by Race	
HISPANIC	1

520 PRICE, GEFFORY

Totals for Officer

Number of Citations for Officer.....	13
Number of Violations for Officer.....	13
Amount of Fines/Fees Assessed.....	\$3,142.00
Amount of Paid/Bond Applied.....	\$222.00
Amount Outstanding.....	\$2,920.00
Number of Citations to Juveniles.....	0
Number of Citations to Minors.....	3
Number of Citations by Sex	
Male	9
Female	4
Unknown	0
Number of Citations by Race	
White	9
Black	4

530 KELEMEN, MIKE

Totals for Officer

Number of Citations for Officer.....	39
Number of Violations for Officer.....	44
Amount of Fines/Fees Assessed.....	\$12,856.73
Amount of Paid/Bond Applied.....	\$1,148.73
Amount Outstanding.....	\$11,708.00

Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	5
Number of Citations by Sex	
Male	26
Female	13
Unknown	0
Number of Citations by Race	
HISPANIC	1
White	15
Black	23

532 MONTANEZ, DOMINGO

Totals for Officer

Number of Citations for Officer.....:	3
Number of Violations for Officer.....:	3
Amount of Fines/Fees Assessed.....:	\$955.91
Amount of Paid/Bond Applied.....:	\$352.91
Amount Outstanding.....:	\$603.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	2
Female	1
Unknown	0
Number of Citations by Race	
White	1
Black	2

534 KING, CONAN

Totals for Officer

Number of Citations for Officer.....:	42
Number of Violations for Officer.....:	53
Amount of Fines/Fees Assessed.....:	\$13,661.58
Amount of Paid/Bond Applied.....:	\$2,831.58
Amount Outstanding.....:	\$10,830.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	3
Number of Citations by Sex	
Male	33
Female	9
Unknown	0

Number of Citations by Race

HISPANIC	12
White	17
Black	10
OTHER	2
Asian	1

536 HUNTER, DAVID

Totals for Officer

Number of Citations for Officer.....:	59
Number of Violations for Officer.....:	79
Amount of Fines/Fees Assessed.....:	\$21,018.81
Amount of Paid/Bond Applied.....:	\$2,337.81
Amount Outstanding.....:	\$18,681.00
Number of Citations to Juveniles.....:	2

Number of Citations to Minors.....:	4
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Number of Citations by Sex

Male	37
Female	21
Unknown	1

Number of Citations by Race

HISPANIC	2
White	17
Black	39

538 WALTON, H

Totals for Officer

Number of Citations for Officer.....:	8
Number of Violations for Officer.....:	14
Amount of Fines/Fees Assessed.....:	\$3,947.86
Amount of Paid/Bond Applied.....:	\$506.86
Amount Outstanding.....:	\$3,441.00
Number of Citations to Juveniles.....:	0

Number of Citations to Minors.....:	1
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Number of Citations by Sex

Male	7
Female	1
Unknown	0

Number of Citations by Race

HISPANIC	2
White	6

539 DAY, J

Totals for Officer

Number of Citations for Officer.....:	40
Number of Violations for Officer.....:	60
Amount of Fines/Fees Assessed.....:	\$17,615.14
Amount of Paid/Bond Applied.....:	\$2,293.14
Amount Outstanding.....:	\$15,322.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	6
Number of Citations by Sex	
Male	30
Female	10
Unknown	0
Number of Citations by Race	
White	17
Black	23

540 GUZMAN,JESSE

Totals for Officer

Number of Citations for Officer.....:	147
Number of Violations for Officer.....:	218
Amount of Fines/Fees Assessed.....:	\$52,423.40
Amount of Paid/Bond Applied.....:	\$8,249.40
Amount Outstanding.....:	\$44,174.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	11
Number of Citations by Sex	
Male	76
Female	71
Unknown	0
Number of Citations by Race	
HISPANIC	1
White	89
Black	53
Asian	1
American Indian	3

543 RODRIGUEZ,G

Totals for Officer

Number of Citations for Officer.....:	2
Number of Violations for Officer.....:	2
Amount of Fines/Fees Assessed.....:	\$861.00
Amount of Paid/Bond Applied.....:	\$0.00

Amount Outstanding.....:	\$861.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	2
Female	0
Unknown	0
Number of Citations by Race	
White	2

544 LIVELY, AMBER

Totals for Officer

Number of Citations for Officer.....:	6
Number of Violations for Officer.....:	6
Amount of Fines/Fees Assessed.....:	\$3,084.00
Amount of Paid/Bond Applied.....:	\$264.00
Amount Outstanding.....:	\$2,820.00
Number of Citations to Juveniles.....:	1
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	4
Female	2
Unknown	0
Number of Citations by Race	
HISPANIC	1
White	4
Black	1

545 SAMUELSON, SHELBY

Totals for Officer

Number of Citations for Officer.....:	18
Number of Violations for Officer.....:	32
Amount of Fines/Fees Assessed.....:	\$9,551.00
Amount of Paid/Bond Applied.....:	\$414.00
Amount Outstanding.....:	\$9,137.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	8
Female	10
Unknown	0

Number of Citations by Race

White	9
Black	8
Asian	1

548 CAMPBELL, J

Totals for Officer

Number of Citations for Officer.....:	1
Number of Violations for Officer.....:	1
Amount of Fines/Fees Assessed.....:	\$564.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$564.00
Number of Citations to Juveniles.....:	0

Number of Citations to Minors.....:	1
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Number of Citations by Sex

Male	0
Female	1
Unknown	0

Number of Citations by Race

White	1
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550 BEST, A

Totals for Officer

Number of Citations for Officer.....:	8
Number of Violations for Officer.....:	9
Amount of Fines/Fees Assessed.....:	\$2,864.00
Amount of Paid/Bond Applied.....:	\$20.00
Amount Outstanding.....:	\$2,844.00
Number of Citations to Juveniles.....:	0

Number of Citations to Minors.....:	3
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Number of Citations by Sex

Male	5
Female	3
Unknown	0

Number of Citations by Race

White	4
Black	4

551 CLARK, JESSICA

Totals for Officer

Number of Citations for Officer.....:	2
Number of Violations for Officer.....:	3
Amount of Fines/Fees Assessed.....:	\$891.00
Amount of Paid/Bond Applied.....:	\$150.00
Amount Outstanding.....:	\$741.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	0
Female	2
Unknown	0
Number of Citations by Race	
White	2

Totals for Agency

Number of Citations for Agency.....:	389
Number of Violations for Agency.....:	540
Amount of Fines/Fees Assessed.....:	\$144,242.43
Amount of Paid/Bond Applied.....:	\$18,790.43
Amount Outstanding.....:	\$125,452.00
Number of Citations to Juveniles.....:	3
Number of Citations to Minors.....:	40
Number of Citations by Sex	
Male	240
Female	148
Unknown	1
Number of Citations by Race	
HISPANIC	20
White	193
Black	167
OTHER	2
Asian	3
American Indian	3

Grand Totals

Total Number of Citations.....:	389
Total Number of Violations.....:	540
Total Amount of Fines/Fees Assessed:	\$144,242.43
Total Amount of Paid/Bonds Applied..:	\$18,790.43
Amount Outstanding.....:	\$125,452.00
Total Number of Citations Juveniles..:	3
Total Number of Citations Minors.....:	40

Total Number of Citations by Sex

Male	240
Female	148
Unknown	1

Total Number of Citations by Race

HISPANIC	20
White	193
Black	167
OTHER	2
Asian	3
American Indian	3

Beginning Date.....: 09/01/2012
Ending Date.....: 09/30/2012
by Citation date
Agency.....: POLICE DEPARTMENT
Officer.....: All
Type of Offense.....: All
Special Flag.....:
Entered By.....: All
Total by Race/Sex.....: Yes
Sort By.....: Officer Badge

PD POLICE DEPARTMENT

534 KING, CONAN

Totals for Officer

Number of Citations for Officer.....	1
Number of Violations for Officer.....	1
Amount of Fines/Fees Assessed.....	\$0.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$0.00
Number of Citations to Juveniles.....	0
Number of Citations to Minors.....	0
Number of Citations by Sex	
Male	1
Female	0
Unknown	0
Number of Citations by Race	
White	1

539 DAY, J

Totals for Officer

Number of Citations for Officer.....	1
Number of Violations for Officer.....	1
Amount of Fines/Fees Assessed.....	\$0.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$0.00
Number of Citations to Juveniles.....	0
Number of Citations to Minors.....	0
Number of Citations by Sex	
Male	0
Female	1
Unknown	0
Number of Citations by Race	
White	1

545 SAMUELSON, SHELBY

Totals for Officer

Number of Citations for Officer.....	2
Number of Violations for Officer.....	3
Amount of Fines/Fees Assessed.....	\$0.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$0.00
Number of Citations to Juveniles.....	0

Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	1
Female	1
Unknown	0
Number of Citations by Race	
Asian	2

550 BEST,A

Totals for Officer

Number of Citations for Officer.....:	1
Number of Violations for Officer.....:	2
Amount of Fines/Fees Assessed.....:	\$0.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$0.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	0
Female	1
Unknown	0
Number of Citations by Race	
White	1

Totals for Agency

Number of Citations for Agency.....:	5
Number of Violations for Agency.....:	7
Amount of Fines/Fees Assessed.....:	\$0.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$0.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	2
Female	3
Unknown	0
Number of Citations by Race	
White	3
Asian	2

Grand Totals

Total Number of Citations.....:	5
Total Number of Violations.....:	7
Total Amount of Fines/Fees Assessed:	\$0.00
Total Amount of Paid/Bonds Applied...:	\$0.00
Amount Outstanding.....:	\$0.00
Total Number of Citations Juveniles..:	0
Total Number of Citations Minors.....:	0
Total Number of Citations by Sex	
Male	2
Female	3
Unknown	0
Total Number of Citations by Race	
White	3
Asian	2

Beginning Date.....: 09/01/2012
Ending Date.....: 09/30/2012
by Citation date
Agency.....: POLICE DEPARTMENT
Officer.....: GUZMAN, JESSE
Type of Offense.....: All
Special Flag.....:
Entered By.....: All
Total by Race/Sex.....: Yes
Sort By.....: Officer Badge

PD POLICE DEPARTMENT

540 GUZMAN, JESSE

Totals for Officer

Number of Citations for Officer.....:	147
Number of Violations for Officer.....:	218
Amount of Fines/Fees Assessed.....:	\$52,423.40
Amount of Paid/Bond Applied.....:	\$8,249.40
Amount Outstanding.....:	\$44,174.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	11
Number of Citations by Sex	
Male	76
Female	71
Unknown	0
Number of Citations by Race	
White	89
Black	53
American Indian	3
HISPANIC	1
Asian	1

Totals for Agency

Number of Citations for Agency.....:	147
Number of Violations for Agency.....:	218
Amount of Fines/Fees Assessed.....:	\$52,423.40
Amount of Paid/Bond Applied.....:	\$8,249.40
Amount Outstanding.....:	\$44,174.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	11
Number of Citations by Sex	
Male	76
Female	71
Unknown	0
Number of Citations by Race	
White	89
Black	53
American Indian	3
HISPANIC	1
Asian	1

Grand Totals

Total Number of Citations.....:	147
Total Number of Violations.....:	218
Total Amount of Fines/Fees Assessed:	\$52,423.40
Total Amount of Paid/Bonds Applied..:	\$8,249.40
Amount Outstanding.....:	\$44,174.00
Total Number of Citations Juveniles.:	0
Total Number of Citations Minors.....:	11
Total Number of Citations by Sex	
Male	76
Female	71
Unknown	0
Total Number of Citations by Race	
White	89
Black	53
American Indian	3
HISPANIC	1
Asian	1