



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

Mayor Bobby Hocking

Mayor Pro- Tem Keith Bell- District A

Councilmember Chris Lane- District B

Councilmember Robert Michetich-District C

Councilmember Casey McAuliffe- District D

OFFICIALLY POSTED ON THE
WEB:
DATE: **6.23.17** TIME: **3:50 p.m.**

ORDINANCE NO. O-2017-001
RESOLUTION NO. R-2017-0018

CITY OF LA MARQUE
SPECIAL CALLED CITY COUNCIL
AGENDA
of
June 26, 2017

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Special Called Meeting on Monday, June 26, 2017, beginning at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

- (1) CALL MEETING TO ORDER**
- (2) ROLL CALL**
- (3) INVOCATION AND PLEDGE OF ALLEGIANCE**
- (4) PRESENTATIONS/ PROCLAMATIONS**
 - a. Introduction of New Employees- Police Department
Aaron Skaggs and Hailey Monckton
- (5) CITIZENS PARTICIPATION (Limited to three minutes per person)**

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 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) CONSENT AGENDA (All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)**
 - a. City Council Special Meeting Minutes of May 15, 2017
 - b. City Council Special Meeting Minutes of May 30, 2017

(7) ELECTION BUSINESS

- a. Discussion/possible action regarding adopting Resolution No. **R-2017-0018**, canvassing the election returns and declaring the results of the June 17, 2017 Run-off Election, pursuant to the Election – City Clerk R. Eldridge
- b. Administer Oath of Office and Bribery Statement to Newly Elected Official – Mayor Hocking
- c. Discussion/possible action regarding appointing a Mayor Pro-Tem – Mayor Hocking

(8) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2017-001**, approving new La Marque Cemetery Rules and Regulations as recommended by the La Marque Cemetery Board

(9) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-001**, approving new La Marque Cemetery Rules and Regulations as recommended by the La Marque Cemetery Board – Public Services Director L. Rumburg **THIS IS THE SECOND AND FINAL READING**

(10) AGREEMENTS/CONTRACTS

- a. Discussion/possible action regarding award of LJA Engineering Project No. E019-097D to Texas Pride Utilities, LLC, for the cost of construction services necessary for repairs/replacement of the City of La Marque Sanitary Sewer Rehabilitation 2016, in the amount of \$554,565.00 – Public Services Director L. Rumburg
- b. Discussion/possible action to exercise the one-year extension option in the current contract with Texas First Bank – Finance Director S. Kou
- c. Discussion/possible action to accept the City of La Marque Audited Comprehensive Annual Financial Report (CAFR) as of September 30, 2016 – Finance Director S. Kou
- d. Discussion/possible action to exercise the one-year extension option in the current agreement with Belt Harris Pechacek, LLP to perform the City’s Annual Financial Audits and Single Audits for fiscal year ending 9/30/2017– Finance Director S. Kou
- e. Discussion/possible action regarding ratifying the City Manager’s execution of an agreement with Municipal Operations and Consulting, Inc., initially as an emergency response, for providing administration and oversight for the City of La Marque’s Water and Wastewater Utility operations – Public Services Director L. Rumburg
- f. Discussion/possible action regarding approving expenditures by Municipal Operations and Consulting, Inc., (MOC) for the provision of Water and Wastewater administration and oversight for February, March, and April, 2017, in the amount of \$71,201.21, to meet emergency needs of public health, safety, and welfare – Public Services Director L. Rumburg

(11) NEW BUSINESS

- a. Discussion/possible action regarding approval of a variance request as recommended by the Planning and Zoning Commission for front setbacks for Lots 31, 32, and 33, and that part of lots 29, 30, 57 and 58 lying Northerly of Interstate 45 together with that portion of abandoned Wayne St. between said lots of Stafford's second addition to La Marque, a division in Galveston County, Texas. 1.126 Acres on Gulf Freeway between Franklin and Bayou, for front setbacks **(Cougar Development)** – Public Services Director L. Rumburg
- b. Discussion/possible action regarding a variance request to the Thoroughfare Overlay District Ordinance fencing requirement and the recommended denial from the Planning and Zoning Commission for a property being described as a 10.3342 acre tract of land out of the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deeds Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract, at 5009 FM 1764. **(High Point Storage)** – Public Services Director L. Rumburg
- c. Discussion/possible action regarding Special Response Team Program – Mayor Pro-Tem Bell
- d. Discussion/possible action regarding adopting Ordinance No. **O-2017-0011**, by adding Section 62-33 to the La Marque Code of Ordinances prohibiting engine braking in the City of La Marque and declaring it as a public nuisance – Police Chief K. Jackson **THIS IS THE FIRST READING**
- e. Discussion/possible action regarding authorizing the City Manager to enter into a Professional Services Agreement with a professional survey vendor to prepare a complete survey of Omega Bay Subdivision in an amount not to exceed \$40,000.00 – City Manager C. Buttler
- f. Discussion/possible action regarding appointments and/or reappointments to fill vacancies to various positions of the Boards and Commissions – Mayor Hocking
- g. Discussion/possible action regarding authorizing the City Manager to negotiate a contract with the recommended solid waste vendor to be approved by City Council through an ordinance at a future Council meeting – City Manager C. Buttler
- h. Discussion/possible action regarding approval of the Budget Calendar – Finance Director S. Kou
- i. Discussion/possible action reappointing Mayor Pro-tem Keith Bell to the Galveston County Community Action Council – Mayor Hocking

(12) CITY MANAGER REPORT

- **Judicial**
- **Police**
- **Fire**
- **Library**
- **Animal Services**
- **Financials**

(13) EXECUTIVE SESSION

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

1. Section 551-771 (Consultation with Attorney) – To receive legal direction for Solid Waste Services
2. Section 551-072 (Deliberations about Real Property) - Discuss negotiations involving property proposed for development.

(14) REQUEST AND ANNOUNCEMENTS

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

- (1) expressions of thanks, congratulations, or condolence;*
- (2) information regarding holiday schedules;*
- (3) an honorary or salutory 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 salutory 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.*

(15) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before June 23, 2017, before 5:30 p.m.

Robin Eldridge, TRMC
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-
• • • • • 9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.
• • • • •



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**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
OF
MAY 15, 2017**

Special Called Meeting Minutes of the City of La Marque City Council held on Monday, May 15, 2017, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Special Called Meeting to order at 6:04 p.m.

(2) ROLL CALL – MEMBERS OF COUNCIL

Bobby Hocking

Mayor

Keith Bell

Mayor Pro-Tem, Councilmember District A

Chris Lane

Councilmember, District B

Robert Michetich

Councilmember, District C

Clent Brown

Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler

City Manager

Ellis Ortego

City Attorney

Robin Eldridge

City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking led the invocation and the Pledge of Allegiance.

(4) PROCLAMATIONS/PRESENTATIONS

a. Proclamation - "Red Nose Month"

Mayor Hocking read the Proclamation for Red Nose Month, and Hart Paris was present to accept the proclamation. Red Nose Month is an annual event and dedicated to raising money for children and young people living in poverty.

b. Presentation - Clean City Report

Clean City Chairman Joe Compian distributed the latest Clean City Report (attached) and highlighted last year's events for City Council, and included a new program they will be implementing in 2017 called "Adopt a Spot," which focuses on a few of the areas with the higher litter problems. Highlighted a few more projects for 2017, then he thanked all citizens who have taken interest in the Commission's activities and included staff members Sherlyn Williams, Roy Robison and Kathleen Van Stavern and the City Manager, Carol Buttler.

(5) CITIZENS PARTICIPATION



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1. Greg Cornett introduced himself and highlighted his community involvement and his volunteer work on several commissions and events within the City, and stated that he is in the run-off election seeking City Council position for District “D”.
2. Lawrence Sears commented on the street flooding and said that he had some pictures to give to his Councilmember in District “B”, Councilmember Lane, and ended, by stating that he would like to see some results.
3. Shanna Lopez, with Waste Management introduced herself along with Keith, the Operations Manager, Mike, Jorge, Gustavo and Jose, the Residential and Route Managers. “I thought it would be a good time to introduce ourselves, we are very eager to turn in our bid for the Solid Waste and Recycling Services, in which the City is currently seeking vendors.”
4. Alvin Stevenson shared his concerns with the road condition of Vauthier Road and in the area of the High School, beginning at 1765 south, toward the freeway. “There are several very bad areas of that street. The street had been repaired and patched in the past, but is in bad need of repair again. At night, you cannot see the stripes that divide the highway, with people trying to dodge the unevenness of the streets, I am afraid there is going to be an accident.”

(6) CONSENT AGENDA

- a. City Council Regular Minutes of May 10, 2017
- b. City Council Workshop Minutes of January 9, 2017

Mayor made one correction to the minutes. Councilmember Lane was absent at the previous meeting and was considered excused.

** Councilmember Lane made a motion to approve the Consent Agenda.

** Mayor Pro-Tem Bell seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(7) ELECTION BUSINESS

- a. Discussion/possible action regarding adopting Resolution No. **R-2017-0013**, canvassing the election returns and declaring the results of the May 6, 2017 General Election, pursuant the Election Code.

** Councilmember Michetich made a motion to adopt Resolution No. R-2017-0013.

** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Administer Oath of Office and Bribery Statement to Newly Elected Official.
Mayor Hocking introduced Reverend Benjamin Hunter, Pastor at Galilee Baptist Church in Hitchcock, and he administered the Oath of Office and Bribery Statement to newly re-elected Councilmember in District “B”, Chris Lane. Reverend Hunter thanked Mr. Lane for allowing him to swear him in, “I am just ninety-one years old, and these eyes are not that good anymore, I am just blessed to be here.”



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- c. Discussion/possible action regarding adopting Resolution No. **R-2017-0014**, calling for and establishing the procedures for the Runoff Election for Councilmember District “D”, to be held on Saturday, June 17, 2017, and providing for related matters.

** Councilmember Lane made a motion to adopt Resolution No. R-2017-0014.
** Councilmember Michetich seconded.

Mayor Pro-Tem Bell questioned why one of the polling places was in Dickinson, and the reason was given that the College of the Mainland was also having a run-off, and that the polling places are in the cities that would geographically be available for the voters. Councilmember Brown shared his concerns as well, with a polling place for our citizens being located outside of the City. **MOTION CARRIED UNANIMOUSLY.**

- d. Discussion/possible action regarding canceling Regular City Council Meeting of June 12, 2017 and scheduling a Special Called City Council meeting for June 26, 2017.

Mayor Hocking apologized for any confusion about the date of the previous Council meeting that was held in May, being changed, but that it was voted on in the previous month, in April, as it is in every election year, in order for the County to process any provisional votes received during that election, if any.

** Councilmember Lane made a motion to approve the cancelling of the Regular City Council Meeting of June 12, 2017 and scheduling a Special Called City Council meeting for June 26, 2017
** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-001**, approving new La Marque Cemetery Rules and Regulations as recommended by the La Marque Cemetery Board. **(THIS ITEM WAS TABLED FROM THE FEBRUARY 13, 2017 CITY COUNCIL MEETING) THIS IS THE FIRST READING**

** Mayor Pro-Tem Bell made a motion to approve Ordinance No. O-2017-001.
** Councilmember Brown seconded. **MOTION CARRIED UNANIMOUSLY.**

(9) NEW BUSINESS

- a. Discussion/possible action regarding amendments to the Clean City Commission’s establishing ordinance and provide direction to the City Manager to prepare an ordinance for adoption at a future Council meeting.

City Manager Carol Buttler, “After reviewing the Clean City Commission’s establishing ordinance, and with the new members, they believe they would like to change the mission



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to better reflect what their goals are. Also, because the original ordinance only stipulated the election of a Chairperson, if the Chairperson is unavailable, there is no one to run the meeting and a Treasurer position is needed since this particular Commission is allowed to contract for services, and do some fund raising, with Council's blessing of course, but would like a Treasurer to help keep up with what they do, especially with some of the projects they plan to do this year."

** Mayor Pro-Tem Bell made a motion to give direction to the City Manager to bring back amendments to the Clean City Commission ordinance.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding adopting Resolution No. **R-2017-0015**, approving the issuance of Unlimited Tax Refunding Bonds, Series 2017, not to exceed \$2,300,000, by Galveston County Municipal Utility District #32 (Delany Cove).

Mayor Hocking pulled this item stating that there were several questions that need to be answered first.

- c. Discussion/possible action regarding adopting Resolution No. **R-2017-0016**, denying CenterPoint Energy Houston **Electric**, LLC's Statement of Intent to Increase Distribution Rates.

** Councilmember Michetich made a motion to adopt Resolution No. **R-2017-0016**, denying CenterPoint Energy Houston **Electric**, LLC's Statement of Intent to Increase Distribution Rates.

** Councilmember Lane seconded.

Councilmember Michetich added that the City should pursue with our electric provider for street lighting, when a street light goes out to replace the ballast and bulbs with LED lighting, as it is more economic and the bulbs last longer. **MOTION CARRIED UNANIMOUSLY.**

City Manager reported that there is a process that the City can pursue, through CenterPoint, that could affect some of the subdivisions within the City, but that most of the City's citizens' electricity is provided by Texas-New Mexico Power, who does not work with LED lighting. It was the consensus of City Council to move forward with this process.

- d. Discussion/possible action regarding adopting Resolution No. **R-2017-0017**, for an agreement between the City of La Marque and Koch Pipeline, L.P. for the purpose of installing a 6-inch transmission pipe through an established corridor in the City of La Marque, seeking authorization to purchase easement and to cross certain City Rights-of-Ways (ROW's).



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** Councilmember Lane made a motion to adopt Resolution No. **R-2017-0017**, for an agreement between the City of La Marque and Koch Pipeline, L.P. for the purpose of installing a 6-inch transmission pipe through an established corridor in the City of La Marque, seeking authorization to purchase easement and to cross certain City Rights-of-Ways (ROW's).

** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

e. Discussion/possible action regarding adopting Ordinance No. **O-2017-0010**, repealing Sec. 44-14; Noises as Public Nuisances, Chapter 44, of the Code of Ordinances, City of La Marque, Texas; and in its place adopting a new Sec. 44-14; establishing unreasonably loud noises as public nuisances. **THIS IS THE FIRST READING**

** Councilmember Lane made a motion to adopt Ordinance No. **O-2017-0010**, repealing Sec. 44-14; Noises as Public Nuisances, Chapter 44, of the Code of Ordinances, City of La Marque, Texas; and in its place adopting a new Sec. 44-14; establishing unreasonably loud noises as public nuisances. **THIS IS THE FIRST READING**

** Councilmember Michetich seconded.

Mayor Pro-Tem Bell asked, "Is this an attempt to solve the problems of the ATV issues?"

Police Chief Jackson responded, "Yes, as well as other problems."

Discussion followed and the question of who would decide what "unreasonably loud noises" is came up and it was said to be at the discretion of the officer. The time of day or night that the noise complaint came in was discussed as to be a factor, and Chief said that he would step back on the idea of whether a reasonable and prudent person would consider the noise being in violation of the ordinance and a public nuisance, but he agreed that two different officers could interpret it in two different ways.

Mayor Pro-Tem Bell asked "Is there any other way for the City to achieve its goal without allowing the language to be used as subject to the interpretation of each individual officer and or citizen? I am not necessarily saying that this ordinance may be used to cause more harm than good for some of our citizens as much as I am suggesting that, I am just concerned that it is left open to judgement."

Decibel levels and the time of the complaints were briefly discussed. The question was asked of whether there was something that addressed the use of ATV's in certain situations and certain times, to which the Chief said that there are certain areas in which the use of ATV's are prohibited, which is on the roadways, but not on a person's own property, there is not.

Mayor Pro-Tem added, "I certainly support something being done with the ATV situation, I do support what you are trying to do."



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It was suggested to do some more research and bring it back to City Council.

Both Councilmember Lane and Michetich withdrew their motions.

** Mayor Pro-Tem Bell made a motion to table this item.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

f. Discussion/possible action providing City Manager authorization and direction for negotiations with MOTCO Trust Group (MOTCO) and Gulf Coast Water Authority (GCWA) to provide an alternate water supply source to MOTCO.

** Councilmember Michetich made a motion to authorize the City Manager to negotiate with MOTCO Trust Group (MOTCO) and Gulf Coast Water Authority (GCWA) to provide an alternate water supply source to MOTCO.

** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

g. Discussion/possible action regarding providing direction to the City Manager to propose an updated Telecommunicator compensation program in preparation for fiscal year 2017-2018 budget.

City Manager Carol Buttler said that previously Chief Jackson presented a briefing to City Council with all of the details, but, wanted to provide enough time to reviewing and discussion.

Councilmember Lane asked what other incentives can be given to attract more applicants to the City of La Marque.

Chief Jackson has checked with many departments around the state, not just locally and it is an issue. Citizens and Police safety is on the line, it depends on the telecommunicators. It was said that the “value” of this position to the City really needs to be looked into. This position was given an increase in pay last year, and persons have left this position for various reasons and not all of them being monetarily related. But a few of the applicants the City has lost have been to cities with higher salaries in that position. A community-wide career day was scheduled for the next day and staff was planning to go there and make presentations on the benefits of not just working in the public sector, but provide more information to attract those students who don’t intend to go to a four-year college, and need some direction. Training program and length of time to train were briefly discussed, and the fact that the impact of the stress makes this a difficult position for some persons. Out of twenty-one applicants, seven qualified for the position, out of those seven, some took the stress test, one refused the stress test, one didn’t pass the stress test, and during a background investigation another one was removed. So, out of the twenty-one applicants



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only three are in training at this time. The reality is that this City provides the training ground for folks with bigger budgets.

The goal at the career day is to make known not only the benefits, but the career opportunities that are available in La Marque and that without the telecommunicators, there is no public safety.

Discussion also included the possibility of a consolidation of the surrounding communities with telecommunicators. The possibility of a future resolution being drawn up to address this concern was mentioned.

(7:03 p.m.) At this time, the other candidate in the run-off election also seeking the position as Councilmember representing District “D”, entered the meeting and was asked by the Mayor to approach the podium, so Casey Mc Auliffe introduced herself and what she had to offer the citizens if elected as the next Councilmember in District “D”.

- h. Discussion/possible action regarding providing direction to City Manager to create signage for volunteer opportunities.

Councilmember Michetich said that he had recently visited a ball park in another community where his grandson plays ball and found an interesting sign, that he referred to as a mindset and not to offend anyone. The sign had read, “Before you complain, have you volunteered yet?” He referred to Mr. Compian’s earlier report and seeing what is being done as volunteers on the Clean City Commission, and that getting volunteers is one of the most difficult things to do.

It was the consensus of City Council to look into some kind of signage to encourage volunteerism in the City.

(10) AGREEMENTS/CONTRACTS

- a. Discussion/possible action regarding authorizing the Mayor to execute an Interlocal Agreement between the City of La Marque and Gulf Coast Center (GCC) through its transit consultant (The Goodman Corporation), to create the La Marque Economic Development and Mobility Strategy (EDMS) for future mobility related projects through grant funds.

This has been discussed at length by the Galveston County Transit District and that it is a good opportunity to extend some sidewalks, and to improve mobility in general, even as it concerns the downtown revitalization program.

- ** Mayor Pro-tem Bell made a motion authorizing the Mayor to execute an Interlocal Agreement between the City of La Marque and Gulf Coast Center (GCC) through its transit consultant (The Goodman Corporation), to create the La Marque Economic Development and Mobility Strategy (EDMS) for future mobility related projects through grant funds.

- ** Councilmember Michetich seconded.



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Jim Webb of the Goodman Corporation approached the podium and explained that the Gulf Coast Center would be funding 50% of this contract over a two-year period. “Part of their mission is to enhance transportation for those in need, and those that primarily use public transportation. All of the improvements that we generate as part of this plan are going to be based on a variety of factors. First and foremost, planning efforts that have been completed in the past to build upon, the under development downtown revitalization strategy, and through coordination with Mr. Rumburg, the City Manager and the Councilmembers, it’s best to understand what are the neighborhoods in need, what are the priorities. These grants are available for what someone earlier was speaking about, flooding and storm-water issues; improvement of roads; increase in-line detention; storm water conveyance. These are all State, Federal funds that are available to the region, which historically, Galveston County has not received their fair share. What we need to do is to put this program together in the way that it can easily translate the benefits to its funding agencies to help bring those resources back to the City of La Marque.”

City Manager added, “And, also, with the downtown improvements, we see an improved correlation with the Transit as far as getting people to our downtown, and with the other development that we are having, we should be able to have a correlation with all of the parts that we have been trying to put together for the last several years.”

This portion will come out of the City budget, but will see if it is appropriate for EDC to help with any of the funding. Other entities are also options to form potential partnerships with for future projects.

Discussion followed as far as youths becoming involved in what can come in to the downtown area.

Councilmember Brown suggested to change the name of the big crawfish event that has taken place for the past two years to: La Marque - Heads or Tails Festival.

(11) CITY MANAGER REPORT

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(12) EXECUTIVE SESSION

There was no Executive Session

(13) REQUEST AND ANNOUNCEMENTS

Mayor Hocking reported that a reception will take place to honor Councilmember Brown



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on his years of service on the Building Standards Commission as well as his six years on City Council. “Mr. Brown, you know how I feel about you and your family, you are like my own family and just because you are no longer here talking about the size of pipes, and what kind of tools the guys are going to use, and so on, we will stay in contact with you.”

Mayor Pro-Tem Bell said, “It’s good to see Ms. Maureen out, Mr. Brown’s wife, sixty-eight years of marriage, God Bless you. Certainly, we thank God for Mr. Brown and Ms. Maureen and for everything that they have done for the City and will continue to do for the City. You are not done, certainly you have more work to do. I want to also say congratulations to Mr. Pennington, and to Ms. Barrett, for races they ran, it takes a lot of courage for anybody to apply to be a Councilperson. They ran good and hard races, and should be applauded for that. Those issues that they brought to the table, certainly, Mr. Lane and Mr. Cornett, and Ms. Mc Auliffe would bring those things to the table as well, to represent those portions of our City. Also, good luck to both Mr. Cornett and Ms. Mc Auliffe in your run-off, certainly, we look forward to working with either one of you. Finally, we want to congratulate Mr. Lane for his re-election. He has done a great job in his first term and we look forward to him doing even greater things in his second term.” He then wished all the fathers a Happy Father’s Day.

Councilmember Lane commented, “First and foremost, it’s good to be back, I would also like to thank Ms. Barrett to her countless years of service, she has provided to the City, as an employee, as a Councilwoman, and currently as a volunteer. I think it is safe to say, without the contributions she has made to the City, La Marque wouldn’t be in the position that it is in. Secondly, I ran against Mr. Brown in my first race. He humbled me. We talked that night, and he told me I would be on City Council one day. I just want to thank you for all the talks and all the trips we’ve taken together and all the kind words and everything you have done for me. Mr. Brown is a fascinating man and if God blesses me with longevity, I wish at your age, I will be as sharp as you are. I am going to stay in contact with you. We are going to make that solar energy happen.”

Councilmember Michetich, “I watch you, I sit next to you and I have had to change my verbiage, I have had to change my responsiveness to some things, differently than when I worked somewhere else. But I see your family and how you lead by example, and that is what you have taught me. Your integrity, you have never said anything ugly about someone. You always treat others with respect even if you don’t agree with them. It has been an honor to sit here with you and an honor to know your family. I expect we will still see you and that sleigh.”

Councilmember Brown, said, “I want to say this to all of the young ladies and women of the City of La Marque. I hope that you had a very good Mother’s Day. I have tried to do my very best here. I have understood this agenda, the best I knew how. I didn’t talk about it, you know what’s there, and you know if you want to vote on. It’s been an awful good ride here. I think I had nine and a half years on the Building Standards, and I had a lot of fun on that. I have had a lot of fun on City Council. Going out of town and all of Mayors and Council need to go to those, there is a lot to learn from those. You never stop learning,



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I don't care how old you are, if you are not learning you are falling behind. I think I am falling behind, because I have lost a step or two. I can't jump as high as Maureen wants me to."

Mayor Hocking began by stating, "Thank you Councilman Brown, I appreciate you so much, you know how I feel. Reminded all of the Run-Off election in District "D" on Saturday, June 17, 2017. Reminded all of the early voting hours, and asked for a bigger turn-out in voters. "I appreciate this Council. I appreciate you Mr. Lane, I appreciate your work ethic. You ran a tremendous race. Ms. Barrett ran a tremendous race. But, I believe that now, you come in with a mandate from your district to do the things that you are passionate about, with our youth and other things, I just want to say congratulations. Also, I echo Mayor Pro-Tem, good luck to the candidates and blessing upon them in the race going forward."

(14) ADJOURNMENT

Mayor Pro-Tem Bell made a motion to adjourn the meeting at 7:29 p.m. Councilmember Lane seconded. **MEETING ADJOURNED.**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
CITY COUNCIL
PUBLIC HEARING/ SPECIAL CALLED MEETING
MINUTES
OF
MAY 30, 2017**

Public Hearing and Special Called Meeting Minutes of the City of La Marque City Council held on Tuesday, May 30, 2017, beginning at 3:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Special Called Meeting to order at 3:00 p.m.

(2) ROLL CALL – MEMBERS OF COUNCIL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Clent Brown	Councilmember, District D - Absent

OTHER OFFICIALS PRESENT:

Carol Buttler	City Manager
Robin Eldridge	City Clerk

(3) PUBLIC HEARING

- a. Conduct a Public Hearing to hear public input regarding the issuance of a Conditional Use Permit to the Texas City Terminal Railway Company (TCTRR) for certain tracts of land lying and situated in the John D. Moore League, Abstract 50, Galveston, County, Texas, being Lot 6, Block 28, Lots 7, 8 and 9, Block 29, all of Block 32, all of Block 33, all of Block 39, all of Block 40, all of Block 41, all of Block 45, Lots 1 through 6, Lots 10 through 12 and Lots 14 through 18, Block 46, Lots 1 through 5 and 7 through 11, Block 50, all of Block 51, all of Block 52, all of Block 57, all of Block 58, all of Block 59, Lots 1 through 5, all of Block 60, all of Block 61, all of Block 62, all of Block 63 and all of Block 64, of Highland Park and Highland Park Annex, according to the map or plat thereof recorded in Volume 7, Page 54 of the Galveston County Plat Records together with those portions of Lanham Avenue, Sayers Avenue, Lubbock Avenue, Culberson Avenue, 3rd Street, 4th Street and 5th Street, the 20 foot wide alley, in Block 32, Block 33, Block 39, Block 40, Block 45, Block 52, Block 57, Block 61, Block 62, Block 63 and Block 64, of said Highland Park and Highland Park Annex, abandoned and vacated by the City of La Marque Ordinance No. 320, recorded in Volume 2253, Page 157 of the Galveston County Deed Records, a portion of Campbell Avenue, Lanham Avenue, Hogg Avenue, Houston Avenue, Lubbock Avenue, Culberson Avenue, Galveston Avenue, 3rd Street, 4th Street 5th Street, 6th Street and 7th Street, and the 20 foot



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wide alleys located in Block 41, Block 46, Block 50, Block 51, Block 58, Block 59 and Block 60 of said Highland Park and Highland Park Annex; **AND ALL THE CERTAIN 53.2017 ACRE** tract, lying and situated in the John D. Moore League, Abstract 50, Galveston County, Texas being all of Block 10, all of Block 11, all of Block 12, all of Block 13, a portion of Lots 2 and 3, all of Lots 4 and 5, and a portion of Lot 6, Block 14, all of Block 17, all of Block 18, all of Block 19, all of Block 20, all of Block 21, Lots 1 through 9, Block 22, all of Block 27, Lots 1 through 5 Lots 7 through 10, Block 28, Lots 1 through 3 and Lot 10, Block 30, all of Block 34, all of Block 35, Lots 1 through 14, Block 37, all of Block 38, Lots 1 through 9, Block 47, all of Block 48, all of Block 49, Lot 6, Block 60 of Highland Park and Highland Park Annex, according to the map or plat thereof recorded in Volume 7, Page 54 of the Galveston County Plat Records together with those portions of Lanham Avenue, Sayers Avenue, Lubbock Avenue, 6th Street, 4th Street, 3rd Street, and Junction Street, 4th Street and 6th Street, the 20 foot alley in Block 10, Block 11, Block 17, Block 19, Block 20, Block 21, Block 27, Block 28, Block 30, Block 31, Block 34, Block 35, Block 37, Block 38, and Block 48 of said Highland Park and Highland Park Annex, abandoned and vacated by the City of La Marque Ordinance No. 320, Volume 2253, Page 157 of the Galveston County Deed Records, a portion of Campbell Avenue, Lanham Avenue, Sayers Avenue, Hogg Avenue, Houston Avenue, Culberson Avenue, Junction Street, 2nd Street, 3rd Street, 4th Street, and 5th Street and the 20 foot wide alleys located in Block 12, Block 13, Block 14, Block 18, Block 22, Block 37, Block 47 and Block 49 of said Highland Park and Highland Park Annex; **AND ALL THE CERTAIN 307.2157 ACRE** tract of land lying and situated in the John D. Moore Survey, Abstract 50, Galveston County, Texas, being all that certain called 212.487 acre tract. Being a portion of Division "N" and "O" and "P" of the Cook and Stewart Subdivision, Map of Highland, according to the map or plat thereof recorded in Volume 81, Page 526 of the Galveston County Deed Records, conveyed by deed recorded on May 4, 2010 from LOA Holdings, LLC to Robert Greig as recorded in Clerk's File No. 2-10-020792 of the Galveston County Official Records (G.C.O.R.), being a portion of Blocks 14, 15, and 22 through 24 and a portion of 20 foot waterway and 70.5 foot wide Palm Avenue Division "P" of said Cook and Stewart Subdivision, conveyed by deed recorded on June 19, 2007 from Stewart Title Subdivision, Map of Highland, less and except a portion of Block 53, 57, 58 and 62, conveyed by deed recorded on April 27, 2007 from Stewart Title Guaranty Company to Robert Greig, as recorded in Clerk's File No. 2007-027320 of the G.C.O.R., a portion of Division "W" of said Cook and Stewart Subdivision, Map of Highland, being all that certain called 10 acre tract conveyed by deed recorded on February 10, 2006 from Galveston county, et al to Robert Greig as recorded in Clerk's File No. 2006-008700 of the G.C.O.R. and that certain tract conveyed by partition deed recorded on August 4, 2008 between Robert Brian Greig and Bret Floyd, et al, as recorded in Clerk's File No. 2008-045280 of the G.C.O.R. being all of Blocks 55, 56, 65 and 66 of Division "N" of said Cook and Stewart Subdivision, Map of Highland, **AND ALL THE CERTAIN 4.1281 ACRE** tract of land, lying and situated in the John D. Moore Survey, Abstract 50, Galveston County, Texas being Block 9 of Division "X" Cook and Stewart Subdivision, Map of Highland, according to the map or plat thereof recorded in Volume 81, Page 526 of the Galveston County deed Records, being a portion of that certain tract of land conveyed by partition deed recorded on August 4, 2008



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between Robert Brian Greig and Bret Floyd, et al, as recorded in clerk's File No. 2008-045280 of the G.C.O.R., **AND ALL THE CERTAIN 4.7950 ACRE** tract of land, lying and situated in the John D. Moore Survey, Abstract 50, Galveston County, Texas, being a portion of Block 5,6, and 7 Division "X" Cook and Stewart Subdivision of the Galveston County Deed Records, being a portion of that certain tract of land conveyed by partition deed recorded on August 4, 2008 between Robert Brian Greig and Bret Floyd, et al, as recorded in Clerk's File No. 2008-045280 of the G.C.O.R. **AND ALL THE CERTAIN 0.0456 ACRE** tract of land, lying and situated in the John D. Moore Survey, Abstract 50, Galveston county, Texas, being a portion of Block 7 of Division "X" Cook and Stewart Subdivision, Map of Highland, according to the map or plat thereof recorded in volume 81, Page 256 of the Galveston County Deed Records, being a portion of that certain tract of land conveyed by partition deed recorded on August 6 8, 2008 between Robert Brian Greig and Bret Floyd, et al, as recorded in Clerk's File No. 2008-045280 of the G.C.O.R.

Mayor Hocking closed the Special Called Meeting and opened the Public Hearing at 3:00 p.m.

Karol Chapman, introduced herself as President of the Texas City Terminal Railway, "I have brought copies of a short document that I'd like to have Teresa Harper, Vice President of the Texas City Terminal Railway distribute copies to everyone. Also with me is Jason Haley, he is the Director of Waterfront Operations and Robert Cheek, who is not an employee of Texas City Railway, but helps us on many of our real estate transactions. So, my involvement in the issue that we are here to discuss today, I attended a meeting with Councilmember Michetich, and Mayor Hocking as well as Alex Getty, the Director of EDC the end of April, where I was presented with a draft document on a Conditional Use Permit that was part of a property agreement and sale that happened actually with my predecessor, Bill Mathis, it started there with him in December of 2016. We discussed that Conditional Use Permit and I was asked at that time to prepare a couple of draft documents that might be other alternatives to the conceptual layout that had been provided to La Marque City Council when the original property sale/agreement was entered into. Because it seemed that the draft document that was handed to me in April, hinged very much on that initial conceptual drawing. So, we set in motion several different draft documents. You see three of them that are attached there, the final three pages of what was just handed out to you. So, we prepared that and then here about a week ago, today, the City Manager, Ms. Buttler contacted me that the meeting we had been preparing for in July, had been moved up to today, and so we scrambled and got the document that is in front of you now. We had hoped to have something a little bit more robust, and might talk about how the land might be used because in short, there is no customer for this property at the current time, so therefore, we want to keep our options as open as possible so that we can entertain various businesses that may be interested in the property that we have available, which is about 425 acres give or take. So, with that, I prepared, when Ms. Buttler called me about a week ago, and I called her back, we talked last Thursday, she said basically that I should come prepared to talk about what we needed. What the Texas City Railway needed to develop this property. So, we took your draft document and turned it into this draft document and following that same format. Largely the same, it differs in



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some ways. One of those ways, we call ours exhibit “1” and “2”, and that basically refers back to the original property contract. I think your draft document refers to them as exhibits “A” and “B”. So, we’ve got some difference there. Now, the draft document that is distributed, there at the back of the room, I just got that today, so I have not had an opportunity to go through that in detail to make sure that when I am referring to exhibit “1” and you are referring to exhibit “A” that those are indeed exactly the same property. I have not had time to do that, because I had not had a copy of it. But assuming, of course, that they are the same and assuming that that package is complete, again, I don’t know that it is, I just wanted to call out a couple of the differences. So, if we assume that this all the same, some of the differences on page 2, your draft asked for painting of coastal scenes on all of the tanks, that might be indeed erected on exhibit “1” or “A”, property, and I changed that “not to exceed” three tanks. You can see on one of the drawings in the back of the packets that has tanks, there are some tanks that are closer to 45, than others, consistent with what we have stated in some of the other locations. Also, spacing is mandated by state and federal regulations and that the landscaping be consistent with the surrounding areas and community standards. Then finally, I added number 5, which was basically that these provisions wouldn’t start until the tanks were constructed. Because again, we don’t have a customer, we don’t even know if the tanks necessarily would be constructed on that property, or the size, the number, etcetera. On section 3, the permit was for exhibit “1” and exhibit “2” and I wrote that in consistent with the addendums that were originally signed when the property contract was put in place back in September and then the second one was signed by myself in January of this year, attached to the contract of sale. Both of those addendums refer to rail operations being on both parcels of property, not just one. So, I made that change and the only other thing that is...”

Mayor Pro-Tem Bell said, “It sounds like you are trying to point out the difference between what our proposal is and what you have made an offer to do. Is that..?”

Ms. Chapman replied, “Yes.”

Mayor Pro-Tem continued, “So to keep track, I got the painting of the coastal scenes, and then what was the next one? I am sorry, I am not getting the difference on what we are proposing and what you are proposing.”

Ms. Chapman replied, “Oh, ok, this is fairly significant, so I am glad you called that out, in section 3, in my draft of the Conditional Use Permit, it refers to both parcels of property, and I believe that your document only refers only the land being described in exhibit “B” or exhibit “2”. Your section 3 says, permit for exhibit “B”, so that is fairly significant.”

Mayor Pro-tem Bell continued, “Ok, so your section 3, will include both areas, whereas you are saying ours only includes one?”

Ms. Chapman continued, “Right. So, your description has basically one parcel of property for tanks, and one parcel property for rail. Mine has both properties for rail and the same



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property for tanks, if that makes, sense. And you can see if you look back at the drawings. Some of the drawings, well one of the drawings, has rail on the north property, the 123 acres, that I believe is described as exhibit “A”, and one of them has it, has the rail drawn in on Exhibit “B” property, and it would depend on the kind of customer we get, where they wanted to be located, etcetera.”

Councilmember Michetich asked, “Can I ask a question to clarify what Mayor Pro-Tem asked. By combining section 3, exhibit “1” and “2”, into the permit and to the placement of tanks, that would thereby grant you the permission to put tanks on both sections, correct?”

Ms. Chapman answered, “No, it would give permission to put rail on both sections, not tanks. Tanks would only be on the one section.”

Mayor Hocking spoke, “That would be notwithstanding this morning’s article in the Galveston Daily News?”

Ms. Chapman responded, “I don’t know which article.”

Mayor Hocking answered, “You haven’t had a chance to read it? I’ll just leave it at that.”

Councilmember Michetich asked, “Where does it state in here that it only limits it to one section, on the tanks?”

Ms. Chapman replied, “On the tanks, well because, in the permit, section 2, the permit for exhibit “1”, and exhibit “1” would be the property described in that northernmost, I think its 123 acres, give or take, that we describe as the tract of land described as exhibit “1” or exhibit “A”, zoned I-1 Light Industrial. And that was as it was described in both of the addendums to that property contract, they were both described that way, rail on everything, tanks only on that northern 123 acres, the EDC land. Again, there is no specific customer yet, so it is hard to say where everything would exactly lay out. We just wanted to draw something up so that you would be able to visualize what might happen, what would be likely anticipated.”

Councilmember Michetich asked, “You have no limitation on how long rail cars may be stored, correct?”

Ms. Chapman answered, “In your initial draft document, it mentions seventy-two hours, which wouldn’t really even, generally cover a rail operation for a long weekend. For example, where you shut down for three days. Those cars will sit there for basically four days. Not to mention, it would be, if you have tank cars for example, or even if they are covered hopper cars, it would be indiscernible to the neighboring public whether that covered hopper car was the same covered hopper car there a week ago, or a month ago. So, that’s why I eliminated that, it’s just operationally... number one, I don’t think it meets the



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need that you were describing and secondly, it would be extremely hard to manage. It would make it basically unusable, because that's just not how rail operations work."

Councilmember Michetich continued, "But as a storage operation, which you are, whether you have a customer attentive, in tanks, the cars are yours, and you could store hazardous chemicals in those cars, for any length of time, should you so choose."

Ms. Chapman replied, "Ok, well we are not really a storage facility, we are a logistics facility. I mean we are transportation, we move things in and out, so you would bring... or what happens is customers traffic may bunch up, somewhere, even though their need is for ten cars a day, every day, those cars will end up coming into us because we have one of our carriers deliver three times a week. So, ten cars a day, those seventy cars are going to come in at three different cuts, so those seventy cars come in and then they order ten cars a day perhaps, into their facility. That's how their usage works, but those cars will probably be the first ten there on the outside. I mean there is some rotation of inventory, based on whatever the product is. Some products age, some don't, but operationally, that's just how rail operations work. So that's why the seventy-two hours, you know those cars that may have been shoved into the track, they may sit there a week, because the customer is.. the traffic is bunched, it all came in, and they are using off of the end of the track. They are using cars off of the end of the track, before they finally work their way down to the end of that tracks, so those cars may sit there for a week. Does that make sense?"

Councilmember Michetich said, "That does make sense, but, the technical point is that you could use that as a storage lot for cars filled with hazardous chemicals, technically?"

Ms. Chapman, "There might be cars that have hazardous chemicals that sit there on their property, that just sit there, I mean you know, diesel could be considered a hazardous material, as a hazmat class."

An attorney with Olson and Olson (David Olson) spoke from his seat, and said that this being a public hearing, he preferred that questions be held off until she is finished and everyone from the audience has had an opportunity to speak.

Ms. Chapman continued, "So the last thing I need to call out on here is section 5 on "fees". There were no fees that were described or agreed to earlier on, and I combined that with section 6, so I eliminated section 6, eliminated "abatement", by eliminating the fees. So those two things happened concurrently. So that's the differences, largely the differences between the two documents, again, you haven't had a lot of time to review mine, I haven't had much time to review yours either, in this final draft form."

Mayor Pro-Tem Bell, stated, "So, for clarification purposes, Ms. Chapman, because I really want to understand you today. You said your section 5, has no fees associated with it?"

Ms. Chapman responded, "Right."



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Mayor Pro-Tem Bell asked, "Could you then verbalize for me what our section 5 says?"

Ms. Chapman responded, "Well, referring to, and this is something that we printed off of the website, so I don't know if that is what has changed from what is at the back of there, but, what your section 5 says, is that there is an annual Conditional Use Permit fee in the amount of one million dollars, payable on January 31st of each year commencing January 31, 2018, provided, however, commencing 2023, the permit fee amount fee shall be a million dollars or the revenue from appraisal advalorem taxes, whichever is greater."

Mayor Pro-Tem Bell, "Your proposal to our proposal is "no fees?"

Ms. Chapman answered, "Yes."

Mayor Pro-Tem Bell said, "Thank you."

Mayor Hocking asking if anyone else wished to speak.

Hugh Cash approached the podium and began, "I know I read this very upset and very concerned. I see roughly 365 acres of land, and I see it to be used as railway, right, and my concern is that what this can do to the City. I didn't see anything in here that, in any of the wording of anything that I saw, anything that really benefitted the City itself. Just hearing this now, there is no, well, this million dollars just disappeared. My concern is if we are going to do something like this, I didn't see any mention of a commuter terminal or anything that is advancing the City's overall goal of the City. So, I just wanted to come in and state that the way this is written, or at least the amount of land that they are taking and conditionally use for it, I have some concerns, and I just wanted to make those known."

Mayor Hocking closed the Public Hearing and opened the Special Called Meeting at 3:20 p.m., then adjourned into Executive Session at 3:21 p.m.

(4) OLD BUSINESS

Discussion/possible action regarding the issuance of a Conditional Use Permit to the Texas City Terminal Railway Company (TCTRR) for certain tracts of land lying and situated in the John D. Moore League, Abstract 50, Galveston, County, Texas, being Lot 6, Block 28, Lots 7, 8 and 9, Block 29, all of Block 32, all of Block 33, all of Block 39, all of Block 40, all of Block 41, all of Block 45, Lots 1 through 6, Lots 10 through 12 and Lots 14 through 18, Block 46, Lots 1 through 5 and 7 through 11, Block 50, all of Block 51, all of Block 52, all of Block 57, all of Block 58, all of Block 59, Lots 1 through 5, all of Block 60, all of Block 61, all of Block 62, all of Block 63 and all of Block 64, of Highland Park and Highland Park Annex, according to the map or plat thereof recorded in Volume 7, Page 54 of the Galveston County Plat Records together with those portions of Lanham Avenue, Sayers Avenue, Lubbock Avenue, Culberson Avenue, 3rd Street, 4th Street and 5th Street, the 20 foot wide alley, in Block 32, Block 33, Block 39, Block 40, Block 45, Block 52, Block 57, Block 61, Block 62, Block 63 and Block 64, of said



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Highland Park and Highland Park Annex, abandoned and vacated by the City of La Marque Ordinance No. 320, recorded in Volume 2253, Page 157 of the Galveston County Deed Records, a portion of Campbell Avenue, Lanham Avenue, Hogg Avenue, Houston Avenue, Lubbock Avenue, Culberson Avenue, Galveston Avenue, 3rd Street, 4th Street 5th Street, 6th Street and 7th Street, and the 20 foot wide alleys located in Block 41, Block 46, Block 50, Block 51, Block 58, Block 59 and Block 60 of said Highland Park and Highland Park Annex; **AND ALL THE CERTAIN 53.2017 ACRE** tract, lying and situated in the John D. Moore League, Abstract 50, Galveston County, Texas being all of Block 10, all of Block 11, all of Block 12, all of Block 13, a portion of Lots 2 and 3, all of Lots 4 and 5, and a portion of Lot 6, Block 14, all of Block 17, all of Block 18, all of Block 19, all of Block 20, all of Block 21, Lots 1 through 9, Block 22, all of Block 27, Lots 1 through 5 Lots 7 through 10, Block 28, Lots 1 through 3 and Lot 10, Block 30, all of Block 34, all of Block 35, Lots 1 through 14, Block 37, all of Block 38, Lots 1 through 9, Block 47, all of Block 48, all of Block 49, Lot 6, Block 60 of Highland Park and Highland Park Annex, according to the map or plat thereof recorded in Volume 7, Page 54 of the Galveston County Plat Records together with those portions of Lanham Avenue, Sayers Avenue, Lubbock Avenue, 6th Street, 4th Street, 3rd Street, and Junction Street, 4th Street and 6th Street, the 20 foot alley in Block 10, Block 11, Block 17, Block 19, Block 20, Block 21, Block 27, Block 28, Block 30, Block 31, Block 34. Block 35, Block 37, Block 38, and Block 48 of said Highland Park and Highland Park Annex, abandoned and vacated by the City of La Marque Ordinance No. 320, Volume 2253, Page 157 of the Galveston County Deed Records, a portion of Campbell Avenue, Lanham Avenue, Sayers Avenue, Hogg Avenue, Houston Avenue, Culberson Avenue, Junction Street, 2nd Street, 3rd Street, 4th Street, and 5th Street and the 20 foot wide alleys located in Block 12, Block 13, Block 14, Block 18, Block 22, Block 37, Block 47 and Block 49 of said Highland Park and Highland Park Annex; **AND ALL THE CERTAIN 307.2157 ACRE** tract of land lying and situated in the John D. Moore Survey, Abstract 50, Galveston County, Texas, being all that certain called 212.487 acre tract. Being a portion of Division "N" and "O" and "P" of the Cook and Stewart Subdivision, Map of Highland, according to the map or plat thereof recorded in Volume 81, Page 526 of the Galveston County Deed Records, conveyed by deed recorded on May 4, 2010 from LOA Holdings, LLC to Robert Greig as recorded in Clerk's File No. 2-10-020792 of the Galveston County Official Records (G.C.O.R.), being a portion of Blocks 14, 15, and 22 through 24 and a portion of 20 foot waterway and 70.5 foot wide Palm Avenue Division "P" of said Cook and Stewart Subdivision, conveyed by deed recorded on June 19, 2007 from Stewart Title Subdivision, Map of Highland, less and except a portion of Block 53, 57, 58 and 62, conveyed by deed recorded on April 27, 2007 from Stewart Title Guaranty Company to Robert Greig, as recorded in Clerk's File No. 2007-027320 of the G.C.O.R., a portion of Division "W" of said Cook and Stewart Subdivision, Map of Highland, being all that certain called 10 acre tract conveyed by deed recorded on February 10, 2006 from Galveston county, et al to Robert Greig as recorded in Clerk's File No. 2006-008700 of the G.C.O.R. and that certain tract conveyed by partition deed recorded on August 4, 2008 between Robert Brian Greig and Bret Floyd, et al, as recorded in Clerk's File No. 2008-045280 of the G.C.O.R. being all of Blocks 55, 56, 65 and 66 of Division "N" of said



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Cook and Stewart Subdivision, Map of Highland, **AND ALL THE CERTAIN 4.1281 ACRE** tract of land, lying and situated in the John D. Moore Survey, Abstract 50, Galveston County, Texas being Block 9 of Division "X" Cook and Stewart Subdivision, Map of Highland, according to the map or plat thereof recorded in Volume 81, Page 526 of the Galveston County deed Records, being a portion of that certain tract of land conveyed by partition deed recorded on August 4, 2008 between Robert Brian Greig and Bret Floyd, et al, as recorded in clerk's File No. 2008-045280 of the G.C.O.R., **AND ALL THE CERTAIN 4.7950 ACRE** tract of land, lying and situated in the John D. Moore Survey, Abstract 50, Galveston County, Texas, being a portion of Block 5,6, and 7 Division "X" Cook and Stewart Subdivision of the Galveston County Deed Records, being a portion of that certain tract of land conveyed by partition deed recorded on August 4, 2008 between Robert Brian Greig and Bret Floyd, et al, as recorded in Clerk's File No. 2008-045280 of the G.C.O.R. **AND ALL THE CERTAIN 0.0456 ACRE** tract of land, lying and situated in the John D. Moore Survey, Abstract 50, Galveston county, Texas, being a portion of Block 7 of Division "X" Cook and Stewart Subdivision, Map of Highland, according to the map or plat thereof recorded in volume 81, Page 256 of the Galveston County Deed Records, being a portion of that certain tract of land conveyed by partition deed recorded on August 6 8, 2008 between Robert Brian Greig and Bret Floyd, et al, as recorded in Clerk's File No. 2008-045280 of the G.C.O.R.

After reconvening into the Special Called Meeting out of the Executive Session, at 3:40 p.m.

Mayor Pro-tem Bell made a motion to pass the Conditional Use Permit that was presented on April 27, to the Port in draft form.

Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

With that motion also made a motion to appoint Olson and Olson to work with the TCTRR Attorney to present Council with a possible amendment or supplement to the CUP (Conditional Use Permit) approved today, which we will consider at a future meeting.

Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

(5) EXECUTIVE SESSION

- a. Section 551.072 (Deliberations about Real Property) and Section 551.071 (Consultation with Attorney) – Discuss negotiations involving property proposed for development.

Mayor Hocking closed the Special Called Meeting and convened into Executive Session at 3:21 p.m.

Mayor Hocking reconvened the Special Called Meeting at 3:40 p.m. (Refer to Old Business)



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(6) REQUEST AND ANNOUNCEMENTS – there were none

(7) ADJOURNMENT

Mayor Pro-Tem Bell made a motion to adjourn the Special Called Meeting at 3:44 p.m.
Councilmember Lane seconded. Special Called Meeting adjourned.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017
 Prepared by: Robin Eldridge
 Department: City Clerk

Agenda item: 7a
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2017-0018**, canvassing the election returns and declaring the results of the June 17, 2017, Run-off Election, pursuant to the Election Code.



Attachments for Reference

1. Resolution
2. Cumulative Report - Unofficial (June 17, 2017)

STAFF BRIEFING:

- The City of La Marque conducted a General Election on May 6, 2017, to elect a Councilmember for District “B” and a Councilmember for District “D”.
- After receiving all of the election returns, Chris Lane was re-elected for another three-year term for District “B”.
- Of the three candidates for District “D”, no one received 50.1% of the total votes, so according to the City’s Charter, a Run-off Election was necessary and such election took place on June 17, 2017, between the two candidates with the highest amount of votes.
- City Attorney has reviewed and approved this resolution.

HISTORY:

- According to the City Charter, officials are elected by majority vote.

TARGET IMPLEMENTATION: June 26, 2017

SIGNIFICANT ACTION DATES:

May 6, 2017 – Conducted the City of La Marque General Election

June 17, 2017 – Run-off Election for District “D”

June 23, 2017 – Last day for voters to submit all necessary affidavits from any provisional voter (if any) to the Voter Registrar’s Office

June 26, 2017 – Receive report showing total number of all the votes, including any provisional (if any)

ACTION:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

☒

Check box if there is no conflict with City Charter, Ordinances, Resolutions or policies

Cost Details:

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



CITY COUNCIL AGENDA FORM

STAFF’S RECOMMENDATION: Motion to adopt Resolution No. **R-2017-0018**, canvassing the election returns and declaring the results of the June 17, 2017, Run-off Election, pursuant to the Election Code

FISCAL IMPACT: N/A

RESOLUTION NO. R-2017-0018

RESOLUTION OF THE CITY OF LA MARQUE DECLARING THE RESULTS OF THE CITY COUNCIL RUN-OFF ELECTION HELD FOR AND BY THE CITY OF LA MARQUE, TEXAS ON JUNE 17, 2017, THE CANVASS OF THE VOTES PURSUANT TO THE TEXAS ELECTION CODE

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

THAT, WHEREAS, the County of Galveston Election Judges for the Run-off Election held June 17, 2017, in the City of La Marque, Texas, have duly filed the returns of such election, which returns have been verified by the City Clerk; and

WHEREAS, it appears that such election was duly called; that notice thereof was given in accordance with law, and the returns and tabulations should be adopted; and

WHEREAS, the results of such election show the following to-wit; and

**RUN-OFF ELECTION
JUNE 17, 2017
FOR COUNCILMEMBER DISTRICT “D”**

<u>Name of Candidate as it appeared on the ballot</u>	<u>Total Votes</u>
Greg “Snow King” Cornett	49
Casey Mc Auliffe	60

WHEREAS, it is determined that Casey Mc Auliffe was elected for Councilmember in District “D” for a three-year term.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on this the 26th day of June, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J., Ortego, City Attorney

Cumulative Report — Unofficial

Galveston County — Galveston County Entity Runoff Elections — June 17, 2017

Page 1 of 1

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Total Number of Voters : 460 of 0 = 0.00%

Precincts Reporting 23 of 23 = 100.00%

Party	Candidate	Absentee	Early	Election	Total
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Councilmember-District "D", Vote For 1

Greg "Snow King" Cornett	0	0.00%	30	50.85%	19	38.00%	49	44.95%
Casey Mc Auliffe	0	0.00%	29	49.15%	31	62.00%	60	55.05%
Cast Votes:	0	0.00%	59	100.00%	50	100.00%	109	100.00%
Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%

Trustee Position 5, Vote For 1

Melissa Skipworth	7	58.33%	124	55.86%	52	44.44%	183	52.14%
Sharon Mitchiner	5	41.67%	98	44.14%	65	55.56%	168	47.86%
Cast Votes:	12	100.00%	222	100.00%	117	100.00%	351	100.00%
Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Under Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%

In the name and by the authority of

The State of Texas

OATH OF OFFICE

"I, Casey Mc Auliffe, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Councilmember, District "D" of the City of La Marque, State of Texas, **and will to the best of my ability, preserve, protect and defend the Constitution and Laws of the United States and of this State and the Charter and Ordinances of this city;** and, I furthermore solemnly swear (or affirm), that I have not directly or indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money or valuable thing, or promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, to secure my appointment. **So help me God.**"

Affiant

SWORN TO and subscribed before me by affiant on the 26th day of June, 2017.

Signature of Person Administering Oath

Printed Name

Title



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Agenda item: 8&9a

Prepared by: Robin Eldridge

Reviewed by: Carol Buttler

Department: Cemetery Board

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting **ORDINANCE NO. O-2017-001**, approving new La Marque Cemetery Rules and Regulations as recommended by the La Marque Cemetery Board **THIS IS THE SECOND AND FINAL READING**

☒

Attachments for Reference

1. Proposed Ordinance
2. Rules & Regulations (w/attachments A & B)
3. Current Ordinance

STAFF BRIEFING:

- The Cemetery Board has been meeting and discussing possible changes to the current La Marque Cemetery Rules and Regulations that the members believe are necessary.
- The Board believes they have come to a consensus for changes and are ready to recommend to City Council for approval.
- Some changes are minor and some are for clarification.
- No fees are changing.
- City Attorney has reviewed and approved the Ordinance and the Veteran Indigency Application.
- At the City Council meeting held in January, City Council approved this ordinance on the first reading.
- At the second reading and public hearing, this item was tabled, so the Cemetery Board could discuss the possibility of providing an indigent veteran of La Marque, a burial space at the La Marque Cemetery at no charge, except for the burial fee, if certain criteria is met.
- The Cemetery Board met and approved the change in the Rules and Regulations to include this portion.
- According to Section 2.19 of the City Charter, "The second passage of an ordinance and all amendments must take place within 120 days of first reading."

HISTORY:

- City Council approved changes to the La Marque Cemetery Board Rules and Regulations that were recommended by the Cemetery Board on May 15, 2017, before that was November 14, 2011.

TARGET IMPLEMENTATION: After the Second and Final reading of the ordinance.

SIGNIFICANT ACTION DATES:

4.7.2016 – Cemetery Board met and made a few changes to the La Marque Cemetery Rules and Regulations.



CITY COUNCIL AGENDA FORM

5.5.2016 – Cemetery Board met and made a few changes to the La Marque Cemetery Rules and Regulations.

10.6.2016 – Cemetery Board met and approved the final version of the changes made to the La Marque Cemetery Rules and Regulations and recommended the changes be presented to City Council.

1.9.2017 – City Council approved this Ordinance on the First reading.

2.13.2017 – City Council tabled this item in order to ask the Cemetery Board to make an addition to the Rules and Regulations that would provide a burial space for an indigent veteran of La Marque at the time of his death that meets certain criteria, and would be free of charge for the space, but not the burial fee.

3.2.2017 – La Marque Cemetery Board met, discussed and approved the new Rules and Regulations to the Cemetery.

5.15.2017 – City Council approved the Ordinance on the First Reading along with the Rules and Regulations recommended by the Cemetery Board.

6.1.2017 – Cemetery Board met and approved another change to the Rules and Regulations, with the addition of the following “Funeral homes/directors/officials will be required to place temporary markers identifying the deceased on each gravesite immediately after the burial.” The Cemetery Board would like for City Council to consider approving this recommendation.

ACTION:

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

Cost Details:

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

STAFF’S RECOMMENDATION: Motion to adopt Ordinance No. **O-2017-001** approving new La Marque Cemetery Rules and Regulations as recommended by the La Marque Cemetery Board **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: Depends on activity.

ORDINANCE NO. O-2017-001

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IX, LA MARQUE CEMETERY BOARD, SECTION 2.314, OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, TO ADD RULES AND REGULATIONS AS DESCRIBED IN ATTACHMENT “A”; AMENDING APPENDIX “A” SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES OF THE CITY OF LA MARQUE, TEXAS, BY ADDING GRAVESITE AND BURIAL FEES AS DESCRIBED IN ATTACHMENT “B” AS PRESCRIBED BY THE CEMETERY BOARD.

WHEREAS, the Cemetery Board approved certain rules and regulations and fees at its meetings on March 2, 2017 and on June 1, 2017; and

WHEREAS, such rules and regulations and fees must be approved by City Council to be enforceable.

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

SECTION 1. All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. That Chapter 2, Administration, Article IX, La Marque Cemetery Board, Section 2.314, of the Code of Ordinances, City of La Marque, Texas, is hereby amended to read as follows:

“Section 2.314. Duties, Rules and Regulations and Fees.

(a) The Cemetery Board shall prescribe rules and regulations for the operation of the cemetery, and shall set a price for gravesites and cemetery services fees, provided that all such rules and regulations and charges shall first be approved by the City Council. Such rules and regulations, as are so promulgated and approved, shall be administered by City employees under

the direction of the City Manager, and the Cemetery Board shall exercise no administrative authority over such employees of the City.

(b) The La Marque Cemetery Rules and Regulations and fees promulgated by the Cemetery Board on March 2, 2017, and on June 1, 2017, attached hereto as Attachments “A” and “B” are hereby adopted.”

PASSED AND ADOPTED by City Council of the City of La Marque on the First reading this the **15th** day of **May**, 2017.

PASSED, APPROVED AND ADOPTED on the Second and Final reading this the ____ day of _____, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

ATTACHMENT “A”

LA MARQUE CEMETERY RULES AND REGULATIONS

June 1, 2017

I. BURIAL REGULATION

No interment shall be made in the La Marque Cemetery by any firm, person or corporation without first obtaining a burial permit from the City Clerk. The fee for the burial permit (refer to fee schedule - Attachment “B”). The burial permit shall be in a form or certificate, prescribed by the City Clerk and shall contain the following information:

1. Name and age of person to be interred.
2. Place and date of death of the person to be interred.
3. Plot and grave site in cemetery, crypt or vault therein where remains are to be interred.
4. Name of person, firm or corporation to whom permit is issued.
5. Date of issuance of permit.
6. Name and address of undertaker.

After receiving the form, the certificate will be issued to the Funeral Home. The original of the permit shall be filed with the City Clerk and one copy to the Funeral Director. Funeral Home shall be required to place a temporary marker at grave made of steel or aluminum.

The permit requirements herein contained shall be in addition to the report of death by Funeral Director or burial transit permits required by law.

II. PLOTS AND GRAVE SITES

A. Purchase of Gravesites: Gravesites may be purchased from the City upon payment (refer to fee schedule – Attachment “A”). Purchases will only be made from the Southeast Quadrant. The City Clerk shall execute all deeds of conveyance to cemetery lots or gravesites in the name of the City (conveying the exclusive right to sepulture). Reissue of any deed will include any City or County fees. Such deeds shall be subject to the rules and regulations herein contained and all future rules and regulations that may be promulgated by the Cemetery Board and the City Council and shall further contain a provision that no cemetery lot or gravesite may be conveyed, assigned or transferred by any purchaser from the City without prior consent of the City Cemetery Board. Consent to such re-sale shall not be given by the Cemetery Board in instances where it shall be determined that the cemetery lot or gravesite was purchased in the first instance for speculation or resale. Burial sites will be marked by authorized personnel.

B. Exceptions for Indigent Veterans: Veterans who can show proof of indigency may be eligible for a free gravesite providing they meet the following criteria: a) Provide Form DD214 to prove veteran's status; b) Submission of Indigency Form; c) Proof of La Marque residency for a minimum of one year, prior to death; (water bill, voter registration, etc.). Appropriate forms must be submitted to City Clerk for approval prior to burial.

III. INTERMENTS AND DISINTERMENTS

Every grave shall be excavated to state requirements. The opening and closing of each grave and the excavation to provide minimum coverage below the earth's surface, is the responsibility of the Funeral Home. No remains of any deceased person shall be removed from any gravesite except upon written order of the Texas Department of Health or upon written request of authorized relatives of the deceased person. A copy of the order from the Texas Department of Health and/or written request by relatives shall be delivered to the City Clerk and maintained as part of the cemetery records. No remains shall be removed without prior consent of the Cemetery Board in conformity with the provisions of § 771.004 of the Health and Safety Code. (Cemetery Board and the City of La Marque shall be held harmless)

It shall be the responsibility of any person, firm or corporation removing any remains from the Cemetery to keep and maintain a true and correct record showing the following information:

1. Date the remains were removed
2. The name and age of person at death
3. The plot and space where the remains were removed
4. The cemetery, plot and space in which such remains were buried

If there should be disposition of such remains other than by interment, a record shall be made and kept of such disposition. Such person, firm or corporation shall deliver to the City Clerk two (2) copies of the true, full and complete records of the disposition of the remains.

Only one interment shall be made in a grave, except a mother and infant, or two (2) children in one coffin, when such children are of the same family, or two cremated remains in a grave.

Funeral homes/directors/officials will be required to place temporary markers identifying the deceased on each gravesite immediately after the burial.

IV. MAINTENANCE

- (1) All work done on gravesites or plots shall be done under the direction of the Cemetery Board or custodian of the Cemetery.

- (2) No enclosure of any nature such as fences, copings, hedges, ditches, flower beds or other means of marking boundaries of lots or graves shall be used, except granite corner stones, and total concrete covers, the same to be set even with the surface of the ground and only with the authority of the Cemetery Board.
- (3) No trees, shrubs, plants or flowers shall be planted other than in conformity with the general landscape plan, and the same shall not be planted, pruned or removed without the consent of the Cemetery Board. Flower plantings are allowed at either side of upright monuments providing they are of a nature not to extend onto surrounding grave spaces. The cemetery reserves the right to trim or remove such shrubbery should they extend over the adjoining grave space. No shrub will be allowed on non-monument spaces. Acting for the best interests of the cemetery, the Cemetery Board shall have the authority to prune, remove or transplant any tree, shrub, plant, flower or anything upon the property when the Board may consider such course necessary.
- (4) No part of any lot or grave shall be graded above the established grade.
- (5) No marker, monument, tomb, vault or portion thereof above ground shall be of material other than marble, granite or bronze and shall face the front of the gravesite unless otherwise authorized by the Cemetery Board. Monument placement must be approved and flagged by city personnel. Markers shall not exceed width and length of the gravesite.
- (6) The foundation of all monuments, tombs and vaults must be of solid masonry or concrete of sufficient size and depth for super structure in accordance with industry standards. The design and specifications of monuments, mausoleums, tombs or vaults must first be submitted to the Cemetery Board for approval. The placing or setting of the work shall not be allowed without the consent of the Cemetery Board.
- (7) Adornments on memorials or grave spaces are prohibited. Adornments include but are not limited to glass, ceramic, cement, cloth, wood, paper, plastic placards, balloons, pinwheels, windsocks, etc.
- (8) Floral regulations are for the benefit of the families, park beautification and cemetery maintenance. Funeral flowers will be removed three days after service. One arrangement per interment space is allowed all year long. Types of flowers allowed are silks, plastic, fresh cut or pot plants. During mowing season, March 15 – October 15, no artificial flowers or pot plants are allowed. In addition to the one arrangement, special floral arrangements may be brought out for a two day period during the holiday season. Holidays include: Christmas, Easter, Memorial Day, Mother's Day and Father's Day. All "seasonal" arrangements may be removed by the cemetery 10 days following the holiday.
- (9) Alcoholic beverages, cooking and picnicking are prohibited in the Cemetery.

(10) A copy of the Rules and Regulations for La Marque Cemetery shall be given to each person purchasing a cemetery lot.

(11) La Marque Cemetery is open from dawn to dusk.

The above-mentioned rules are not intended to discriminate against race, religion or creed but are for the beautification of the Cemetery.

ATTACHMENT “B”

**SCHEDULE OF THE LA MARQUE
CEMETERY FEES
MAY 15, 2017**

Burial Permit -----	\$50.00
Gravesite Purchase -----	\$500.00
Filing of Cemetery Deed -----	Current filing fees with County
Transfer of Cemetery Deed -----	Current filing fees with County

City of La Marque
Indigent Veteran Burial Application

DECEASED VETERAN INFORMATION		
Last Name	First Name	Middle Name (Suffix: Jr., Sr.)
SSN	Date of Birth	Place of Birth
Branch of Service	Rank	Date of Entry
Date of Separation	Character of Discharge (Honorable, General or Other)	
Date of Death	Place of Death	Marital Status at time of death
Address for the past year of deceased		
ATTACH ALL SUPPORTING DOCUMENTATION INCLUDING DD214 AND PROOF OF RESIDENCY (UTILITY BILL, VOTERS REGISTRATION, ETC.) AND DEATH CERTIFICATE		

APPLICANT CERTIFICATION OF INDIGENCY
I certify that to the best of my knowledge the information given in this application is true and accurate. The above listed deceased veteran meets the following criteria of indigence: ☐ The deceased veteran's estate possessed no money or assets to pay for a burial place AND ☐ There is no other person obligated by law to pay for the deceased veteran's burial place AND ☐ Diligent efforts have been made to obtain funds to pay for the deceased veteran's burial place were unsuccessful

I submit this application understanding that if I knowingly make false statements, I can be prosecuted.

Signature _____ Date _____

First Name _____ MI _____ Last Name _____

Relationship to deceased veteran _____

Street Address _____ City _____ State _____

Phone Number _____ Email address _____

***** MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC*****

State of Texas §

County of Galveston §

This instrument was acknowledged before me this ____ day of _____, 2017, by

_____ (name of signor).

_____ Personally known

_____ Produced Identification

Type and # of ID _____

SEAL

(Signature of Notary)

Name of Notary Printed

My Commission expires: _____

ARTICLE IX. - LA MARQUE CEMETERY BOARD**Sec. 2-312. - Creation.**

There is hereby created a cemetery board for the city, which shall consist of five members to be appointed by the city council. The function of the cemetery board shall be to oversee the operation of the city cemetery and to maintain standards and conditions in the cemetery that will make it an attractive and properly managed burial ground, and to otherwise assist the city council in maintaining the cemetery. In addition to the five regular members of the cemetery board, the city council shall appoint one of its members as ex-officio member of the board.

(Ord. No. 1033, § 2, 5-10-10)

Sec. 2-313. - Term and membership.

The cemetery board shall elect a president and secretary from among its membership. Board members shall serve for two year terms, beginning June 1. Vacancies on the cemetery board shall be filled by appointment by the city council. Lot drawings shall be held to determine which of the board members shall serve initial two year terms.

(Ord. No. 1033, § 2, 5-10-10)

Sec. 2-314. - Duties.

The cemetery board shall prescribe rules and regulations for the operation of the cemetery, and shall set a price for grave sites and cemetery service fees, provided that all such rules and regulations and charges shall first be approved by the city council. Such rules and regulations as are so promulgated and approved shall be administered by city employees under the direction of the city manager and the cemetery board shall exercise no administrative authority over such employees of the city.

(Ord. No. 1033, § 2, 5-10-10)

Sec. 2-315. - Penalty.

Any person, firm or corporation which shall violate any rules or regulations established by the cemetery board and approved by the city council shall be guilty of misdemeanor and shall upon conviction be fined not less than \$5.00 nor more than \$200.00.

(Ord. No. 1033, § 2, 5-10-10)



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Les Rumburg

Department: Public Services

Agenda item: 10a

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of LJA Engineering Project No. E019-097D to Texas Pride Utilities, LLC, for the cost of construction services necessary for repairs/replacement of segment of City of La Marque Sanitary Sewer Rehabilitation 2016, in the amount of \$554,565.00.

X

Attachments for Reference

1. Letter of Recommendation from LJA Engineering
2. Bid Tabulation
3. Map of area
4. Map delineating lines of repair/replacement

STAFF BRIEFING:

- Final expenditure of Texas General Land Office (GLO)-administered Disaster Recovery Loan Funds.
- If low bid is approved, sufficient funds will remain from the Disaster Recovery allocation that will allow City to increase scope of project – anticipate a future change order to come to City Council for consideration.
- Increasing scope of project will allow additional repair/replacement of aging sewer lines.
- As GLO-provided engineer, LJA conducted the survey and bid process and will administer the oversight to the project, as per GLO guidelines.
- There was a solicitation for bids through a legal ad in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- A mandatory pre-bid was held wherein eight (8) potential bidders attended
- Of the eight (8) pre-bid attendees, all eight (8) submitted bids.
- Engineers received eight (8) bids which were opened on May, 24 2017. Their bid tabulation and subsequent recommendation is attached.
- In lieu of a line item for “Contingencies”, there exists a page of “Supplemental” items; items that have come up in similar projects, or potential exists in this project.
- Based on that, Staff recommends awarding the bid for \$554,565.00 to Texas Pride Utilities, LLC, as lowest qualified bid meeting specifications.
- With low bidder, “Supplemental” items represent about 10% of the total.
- Project is ready to commence as all requisite engineering, surveying, and associated approvals have been received.
- City Attorney and Finance Director have reviewed.

HISTORY:

- The City first began receiving Disaster Recovery grant funds in 2009.



CITY COUNCIL AGENDA FORM

- Since initiation of the program, the City has utilized close to \$5 million in various projects (this includes a Texas Department of Agriculture-associated grant).
- Repairs/upgrades have occurred to the Wastewater Treatment Plant and related facilities, the Kirby Street Water Plant, and miles of water and sewer lines.

TARGET IMPLEMENTATION: Project will commence upon approval of City Council.

SIGNIFICANT ACTION DATES:

June 26, 2017 – Council awards bid

Summer 2017 – Project commences

ACTION:

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

Cost Details:	
Budgeted	\$821,279.00
Actual Bid	\$554,565.00
Estimated Expenditure	\$554,565.00
Acct. Name(s)	DR Capital Projects
Line Items #	39-7100-22-00-GLOSWR
Other Funding	

STAFF'S RECOMMENDATION: Motion to award LJA Engineering Project No. E019-097D to Texas Pride Utilities, LLC, for the cost of construction services necessary for repairs/replacement of segment of City of La Marque Sanitary Sewer Rehabilitation 2016, in the amount of \$554,565.00.

FISCAL IMPACT: Grant funds totaling \$554,465.00



11821 East Freeway
Suite 360
Houston, Texas 77029
LJA.com

t 713 450 1300
f 713 450 1385
TBPE F-1386

May 26, 2017

Mr. Les Rumberg, Director
Public Works
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

RE: Bid Tabulation and Recommendation of Award for Construction of
City of La Marque
Sanitary Sewer Rehabilitation 2016
LJA Project No. E019-097D

Mr. Rumberg;

Bids for construction of the reference project were received on Wednesday, May 24, 2017, at 10:00 A.M. at the City Council Chambers office located at 1109-B Bayou Road, LM TX 77568 and subsequently read in public. Number of (8) contracting firms submitted bids for the project. Seven (7) arithmetic errors were found but did not change the final results.

The bidders from low to high and the correct total amounts bid are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
Texas Pride Utilities, LLC.	Houston, TX	\$554,565.00
T Construction, LLC.	Houston, TX	\$601,742.00
King Solution Services, LLC.	Houston, TX	\$603,422.50
Vaught Services, LLC.	Houston, TX	\$603,572.50
IPR South Central, LLC.	Pasadena, TX	\$623,382.00
Lopez Utilities, LLC.	South Houston, TX	\$659,802.50
Wade Con.	Kingwood, TX	\$679,330.00
Reliance Construction Services, LP.	Houston, TX	\$721,921.00

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order. A Qualification Statement of the low bidder is submitted for your review.

Our investigation of Texas Pride Utilities, LLC. included a review of their surety, references of previous projects and past work experience. Based on our investigation, we recommend awarding the contract to the low bidder, Texas Pride Utilities, LLC. The total amount bid by the low bidder was \$554,565.00 and is within available funds.

If you have any questions or need additional information, please contact me at 281-627-2633.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Les Dodson', is written over a light blue horizontal line. The signature is stylized with a large 'L' and a long horizontal stroke.

Les Dodson
Construction Manager

Attachment

cc: Robin Eldridge, City Clerk
Les Dodson, LJA
Mark Havran, P.E. LJA
Construction File 16.6

Bid Tabulation - Bid Opening, WEDNESDAY, May 24, 2017 @ 10:00 A.M.
City of La Marque
Sanitary Sewer Rehabilitation 2016

LJA Project No. E019-097D

FRN F-1386

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Texas Pride Utilities, LLC.
725 Carby Rd
Houston, TX 77037
Tel (832)607-0707
Fax (281) 990-6808
Luis Guerra, Managing Member
lgtexaspride@yahoo.com

T Construction, LLC.
12601 McNair St.
Houston, TX
Tel (832)582-8420
Fax (832)582-8421
Juan Ramon Torress, President
tconllc@xcomcast.net

King Solution Services, LLC.
15013 Lillja Rd 3
Houston, TX 77060
Tel (281)732-2014
Fax (832)201-0690
Mario Jalmes, Officer
kingssolutionservices@yahoo.com

Vaught Services, LLC.
9155 Wallisville Rd.
Houston, TX 77029
Tel (281)924-1718
Fax (281)901-5336
Brent A. Keller, President
bkeller@vaughtllc.com

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
Base Bid Items											
1	Clean 12-Inch and Smaller Gravity Sanitary Sewers, Complete in Place	9,670	LF	\$2.00	\$19,340.00	\$3.00	\$29,010.00	\$2.00	\$19,340.00	\$3.50	\$33,845.00
2	Television Inspection of 12-Inch and Smaller Gravity Sanitary Sewers, Complete in Place	9,670	LF	\$1.00	\$9,670.00	\$2.00	\$19,340.00	\$1.50	\$14,505.00	\$2.25	\$21,757.50
3	8-Inch Sewer Reconstruction by Pipe Bursting with 8.625-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Engineer, Complete in Place	7,705	LF	\$25.00	\$192,625.00	\$28.00	\$215,740.00	\$26.50	\$204,182.50	\$28.00	\$215,740.00
4	10-Inch Sewer Reconstruction by Pipe Bursting with 10.75-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Engineer, Complete in Place	1,965	LF	\$27.00	\$53,055.00	\$33.00	\$64,845.00	\$42.00	\$82,530.00	\$36.00	\$70,740.00
5	Standard Concrete Sanitary Sewer Manhole, 4-Foot Diameter, 0-8' Depth, Complete in Place	9	EA	\$3,000.00	\$27,000.00	\$3,656.00	\$32,904.00	\$4,600.00	\$41,400.00	\$3,000.00	\$27,000.00
6	Normal Connection (4 or 6-Inch), Complete in Place	184	EA	\$350.00	\$64,400.00	\$190.00	\$34,960.00	\$310.00	\$57,040.00	\$385.00	\$70,840.00
7	Short Service Connection (4-inch), Complete in Place	112	EA	\$350.00	\$39,200.00	\$260.00	\$29,120.00	\$250.00	\$28,000.00	\$200.00	\$22,400.00
8	Long Service Connection (4-inch), Complete in Place	72	EA	\$600.00	\$43,200.00	\$400.00	\$28,800.00	\$500.00	\$36,000.00	\$350.00	\$25,200.00
9	Manhole Reconstruction, Cementitious Liner, w/ Testing, Complete in Place	193	VF	\$125.00	\$24,125.00	\$86.00	\$16,598.00	\$125.00	\$24,125.00	\$100.00	\$19,300.00
10	Sanitary Sewer Cleanout Per Detail, Complete in Place	9	EA	\$400.00	\$3,600.00	\$800.00	\$7,200.00	\$350.00	\$3,150.00	\$800.00	\$7,200.00
11	Turf Establishment Full Sodding, Complete in Place	550	SY	\$4.00	\$2,200.00	\$4.00	\$2,200.00	\$6.00	\$3,300.00	\$3.00	\$1,650.00
12	2-inch Asphalt Surface, Width Varies, Per Detail, Includes Saw-Cut and Removal, And Replacement 8-Inch Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292 and 2-Inch Surface, Type "D" Per TXCOT item 340, Complete in Place	600	SY	\$38.00	\$22,800.00	\$68.00	\$40,800.00	\$35.00	\$21,000.00	\$50.00	\$30,000.00
13	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	\$2,000.00	\$2,000.00	\$3,675.00	\$3,675.00	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00
14	SWPPP, Curb Inlet Protection Barrier, Installed, Maintained, And Removed, in Accordance with Best Management Practices, Complete in Place	300	EA	\$5.00	\$1,500.00	\$47.00	\$14,100.00	\$20.00	\$6,000.00	\$5.00	\$1,500.00
15	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, And Removed, in Accordance with Best Management Practices, Complete in Place	300	EA	\$5.00	\$1,500.00	\$47.00	\$14,100.00	\$20.00	\$6,000.00	\$5.00	\$1,500.00
Total Base Bid Items					\$506,215.00		\$553,392.00		\$555,072.50		\$552,172.50

Bid Tabulation - Bid Opening, WEDNESDAY, May 24, 2017 @ 10:00 A.M.
City of La Marque
Sanitary Sewer Rehabilitation 2016

LJA Project No. E019-097D

FRN F-1386

Page 2

Texas Pride Utilities, LLC.
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Fax (281) 990-6808
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lgtxaspride@yahoo.com

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Houston, TX
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Fax (832)582-8421
Juan Ramon Torres, President
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
Supplementary Items											
16	Concrete Surface Replacement per Detail, As Directed by Owner's Representative, Complete in Place	50	SY	\$80.00	\$4,000.00	\$80.00	\$4,000.00	\$80.00	\$4,000.00	\$100.00	\$5,000.00
17	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	10	CY	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00
18	"Extra" Crushed Limestone Bedding, As Directed by Owner's Representative, Complete in Place	10	CY	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00
19	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by Owner's Representative, Complete in Place	20	TON	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00
20	Obstruction Removal by Excavation, As Directed by Owner's Representative, Complete in Place	10	EA	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
21	Small Obstruction Removal, As Directed by Owner's Representative, Complete in Place	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
22	Trench Safety System, As Directed by Owner's Representative, Complete in Place	500	LF	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00
23	12-Inch Sewer Reconstruction by Pipe Bursting with 12.750-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Owner's Representative, Complete in Place	100	LF	\$55.00	\$5,500.00	\$55.00	\$5,500.00	\$55.00	\$5,500.00	\$62.00	\$6,200.00
24	Short Service Reconnection (6-Inch), As Directed by Owner's Representative, Complete in Place	5	EA	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00
25	Long Service Reconnection (6-Inch), As Directed by Owner's Representative, Complete in Place	5	EA	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00
26	Deep Connection (4-Inch or 6-Inch), As Directed by Owner's Representative, Complete in Place	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
27	Slip Line Removal, As Directed by Owner's Representative, Complete in Place	50	LF	\$3.00	\$150.00	\$3.00	\$150.00	\$3.00	\$150.00	\$3.00	\$150.00
28	Well Point Dewatering System, Installed, Operated and Removed As Directed by Owner's Representative, Complete in Place	500	LF	\$25.00	\$12,500.00	\$25.00	\$12,500.00	\$25.00	\$12,500.00	\$25.00	\$12,500.00
29	Extra Depth Manhole (Over 8-Foot), As Directed by Owner's Representative, Complete in Place	10	VF	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$200.00	\$2,000.00
30	Turf Establishment, Hydro-Mulch Seeding, As Directed by Owner's Representative, Complete in Place	0.5	AC	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00
31	Manhole Adjustment, As Directed by Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
32	Manhole Frame and Cover, Sealed, Gasketed and Bolted Per Detail on Plans, As Directed as Owner's Representative, Complete in Place	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$850.00	\$850.00
33	Manhole Frame and Cover Per Detail on Plans, As Directed as Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
Total Supplementary Items					\$48,350.00		\$48,350.00		\$48,350.00		\$51,400.00
Total Base Bid Items					\$506,215.00		\$553,392.00		\$555,072.50		\$552,172.50
Total Base and Supplementary Items					\$554,565.00		\$601,742.00		\$603,422.50		\$603,572.50

Bid Tabulation - Bid Opening, WEDNESDAY, May 24, 2017 @ 10:00 A.M.
City of La Marque
Sanitary Sewer Rehabilitation 2016

Page 3

IPR South Central, LLC.
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Wade Con.
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H.S. Sidhu, President
hsidhu@relianceconstrutionservices.net

LJA Project No. E019-097D

FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
Base Bid Items											
1	Clean 12-Inch and Smaller Gravity Sanitary Sewers, Complete in Place	9,670	LF	\$1.55	\$14,988.50	\$1.75	\$16,922.50	\$1.50	\$14,505.00	\$2.00	\$19,340.00
2	Television Inspection of 12-Inch and Smaller Gravity Sanitary Sewers, Complete in Place	9,670	LF	\$1.15	\$11,120.50	\$1.00	\$9,670.00	\$1.50	\$14,505.00	1.00	\$9,670.00
3	8-Inch Sewer Reconstruction by Pipe Bursting with 8.625-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Engineer, Complete in Place	7,705	LF	\$37.00	\$285,085.00	\$32.00	\$246,560.00	\$30.00	\$231,150.00	\$38.00	\$292,790.00
4	10-Inch Sewer Reconstruction by Pipe Bursting with 10.75-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Engineer, Complete in Place	1,965	LF	\$40.00	\$78,600.00	\$39.00	\$76,635.00	\$38.00	\$74,670.00	\$41.00	\$80,565.00
5	Standard Concrete Sanitary Sewer Manhole, 4-Foot Diameter, 0-8' Depth, Complete in Place	9	EA	\$3,250.00	\$29,250.00	\$4,200.00	\$37,800.00	\$2,800.00	\$25,200.00	\$2,700.00	\$24,300.00
6	Normal Connection (4 or 6-Inch) Complete in Place	184	EA	\$275.00	\$50,600.00	\$400.00	\$73,600.00	\$400.00	\$73,600.00	\$633.00	\$116,472.00
7	Short Service Connection (4-inch), Complete in Place	112	EA	\$225.00	\$25,200.00	\$125.00	\$14,000.00	\$250.00	\$28,000.00	\$300.00	\$33,600.00
8	Long Service Connection (4-inch), Complete in Place	72	EA	\$500.00	\$36,000.00	\$390.00	\$28,080.00	\$600.00	\$43,200.00	\$755.00	\$54,360.00
9	Manhole Reconstruction, Cementitious Liner, w/ Testing, Complete in Place	193	VF	99	\$19,107.00	\$95.00	\$18,335.00	\$125.00	\$24,125.00	100	\$19,300.00
10	Sanitary Sewer Cleanout Per Detail, Complete in Place	9	EA	725	\$5,525.00	\$1,300.00	\$11,700.00	\$900.00	\$8,100.00	636	\$5,724.00
11	Turf Establishment Full Sodding, Complete in Place	550	SY	6	\$3,300.00	\$3.00	\$1,650.00	\$7.50	\$4,125.00	1	\$550.00
12	2-inch Asphalt Surface, Width Varies, Per Detail. Includes Saw-Cut and Removal, And Replacement 8-inch Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292 and 2-inch Surface, Type "D" Per TXCOT item 340, Complete in Place	600	SY	20	\$12,000.00	\$95.00	\$57,000.00	\$100.00	\$60,000.00	27	\$16,200.00
13	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	3250	\$3,250.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	100	\$100.00
14	SWPPP, Curb Inlet Protection Barrier, Installed, Maintained, And Removed, In Accordance with Best Management Practices, Complete in Place	300	EA	0.01	\$3.00	\$25.00	\$7,500.00	\$40.00	\$12,000.00	1	\$300.00
15	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, And Removed, In Accordance with Best Management Practices, Complete in Place	300	EA	0.01	\$3.00	\$25.00	\$7,500.00	\$25.00	\$7,500.00	1	\$300.00
Total Base Bid Items					\$575,032.00		\$611,452.50		\$628,180.00		\$673,571.00

Bid Tabulation - Bid Opening, WEDNESDAY, May 24, 2017 @ 10:00 A.M.
City of La Marque
Sanitary Sewer Rehabilitation 2016

LJA Project No. E019-097D

FRN F-1386

Page 4

IPR South Central, LLC.
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
Supplementary Items											
16	Concrete Surface Replacement per Detail, As Directed by Owner's Representative, Complete in Place	50	SY	\$80.00	\$4,000.00	\$80.00	\$4,000.00	\$80.00	\$4,000.00	\$80.00	\$4,000.00
17	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	10	CY	\$10.00	\$100.00	\$10.00	\$100.00	\$20.00	\$200.00	\$10.00	\$100.00
18	"Extra" Crushed Limestone Bedding, As Directed by Owner's Representative, Complete in Place	10	CY	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00
19	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by Owner's Representative, Complete in Place	20	TON	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00
20	Obstruction Removal by Excavation, As Directed by Owner's Representative, Complete in Place	10	EA	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
21	Small Obstruction Removal, As Directed by Owner's Representative, Complete in Place	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
22	Trench Safety System, As Directed by Owner's Representative, Complete in Place	500	LF	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00
23	12-Inch Sewer Reconstruction by Pipe Bursting with 12.750-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Owner's Representative, Complete in Place	100	LF	\$55.00	\$5,500.00	\$55.00	\$5,500.00	\$55.00	\$5,500.00	\$55.00	\$5,500.00
24	Short Service Reconnection (6-Inch), As Directed by Owner's Representative, Complete in Place	5	EA	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00
25	Long Service Reconnection (6-Inch), As Directed by Owner's Representative, Complete in Place	5	EA	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00
26	Deep Connection (4-Inch or 6-Inch), As Directed by Owner's Representative, Complete in Place	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
27	Slip Line Removal, As Directed by Owner's Representative, Complete in Place	50	LF	\$3.00	\$150.00	\$3.00	\$150.00	\$7.00	\$350.00	\$3.00	\$150.00
28	Well Point Dewatering System, Installed, Operated and Removed As Directed by Owner's Representative, Complete in Place	500	LF	\$25.00	\$12,500.00	\$25.00	\$12,500.00	\$25.00	\$12,500.00	\$25.00	\$12,500.00
29	Extra Depth Manhole (Over 8-Foot), As Directed by Owner's Representative, Complete in Place	10	VF	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$250.00	\$2,500.00	\$100.00	\$1,000.00
30	Turf Establishment, Hydro-Mulch Seeding, As Directed by Owner's Representative, Complete in Place	0.5	AC	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00
31	Manhole Adjustment, As Directed by Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
32	Manhole Frame and Cover, Sealed, Gasketed and Bolted Per Detail on Plans, As Directed as Owner's Representative, Complete in Place	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
33	Manhole Frame and Cover Per Detail on Plans, As Directed as Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
Total Supplementary Items					\$48,350.00		\$48,350.00		\$51,150.00		\$48,350.00
Total Base Bid Items					\$575,032.00		\$611,452.50		\$628,180.00		\$673,571.00
Total Base and Supplementary Items					\$623,382.00		\$659,802.50		\$679,330.00		\$721,921.00



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Suite 360
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LJA.com

t 713 450 1300
f 713 450 1385
TBPE F-1386

BID OPENING

OWNER: City of La Marque
PROJECT: Sanitary Sewer Rehabilitation 2016
LJA PROJECT NO.: E019-097D
DATE & TIME: Wednesday, May 24, 2017 @ 10:00 A.M.

FRN F-1386

BIDDER	BID SECURITY	AMOUNT
1. Vaught	5% BID BOND	④ \$603,572.50
	CHECK	
2. Wade Con.	5% BID BOND	⑦ \$679,330.00
	CHECK	
3. T Construction	5% BID BOND	② \$601,742.00
	CHECK	
4. Texas Pride Utilites	5% BID BOND	① \$554,565.00
	CHECK	
5. Lopez Utilities Contractor	5% BID BOND	⑥ \$659,802.50
	CHECK	
6. IPR South	5% BID BOND	⑤ \$623,382.00
	CHECK	
7. King Solution Services	5% BID BOND	③ \$603,422.50
	CHECK	
8. Reliance Construction.	5% BID BOND	⑧ \$721,921.00
	CHECK	



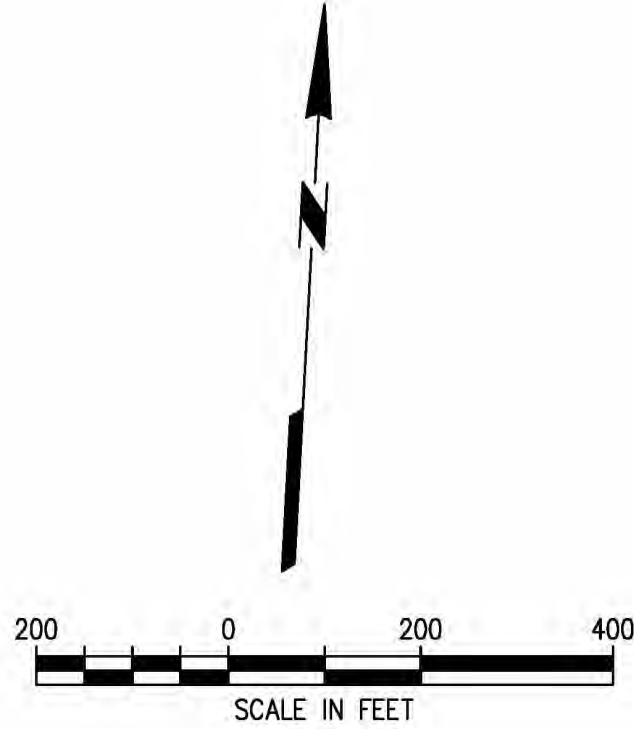
EXISTING LEGEND

- SANITARY SEWER (SIZE AS NOTED)
- SMH-44 SANITARY SEWER MANHOLE
- LIFT STATION
- CLEAN OUT
- FLOW DIRECTION

PROPOSED LEGEND

- MANHOLE REHABILITATION
- PROPOSED MANHOLE
- 200 L.F./ 8" LENGTH/ PROPOSED SIZE
- EXIST. SEWER FOR REHABILITATION
- PROPOSED CLEANOUT
- 100-YEAR FLOOD PLAIN

- NOTES:
- EXISTING PIPE MATERIALS OF ALL SANITARY SEWER FOR REHABILITATION ARE UNKNOWN.
 - CONTRACTOR IS RESPONSIBLE FOR LOCATING ENDS OF REHABILITATED LINES THAT DO NOT TERMINATE AT AN EXISTING MANHOLE AND INSTALLING PROPOSED CLEANOUTS WITH BOXES.
 - ALL SANITARY SERVICES WITHIN LIMITS OF SANITARY SEWER REHABILITATION SHALL BE REPLACED TO THE PROPERTY LINE. CONTRACTOR SHALL INSTALL CLEANOUT BOXES ON ALL REPLACED SERVICES.



TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED, CALL CENTERPOINT AT 713-207-2222

For your safety, you are required by Texas law to call 811 at least 48 hours before you dig so that underground lines can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITIES

Signature: *[Signature]* DATE: 3/15/17
CenterPoint Energy/Natural Gas Facilities Verifications ONLY
(This Signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification) (Gas service lines are not shown)
Signature Valid for six months

Signature: *[Signature]* DATE: 3/15/17
CenterPoint Energy/UNDERGROUND Electrical Facilities Verifications ONLY
(This Signature verifies existing underground facilities - not to be used for conflict verification)
Signature Valid for six months

Signature: *[Signature]* DATE: 3/16/17
AT&T Texas / SWBT Facilities
(Approved for AT&T Texas / SWBT UNDERGROUND Conduit Facilities only)
Signature Valid for one year



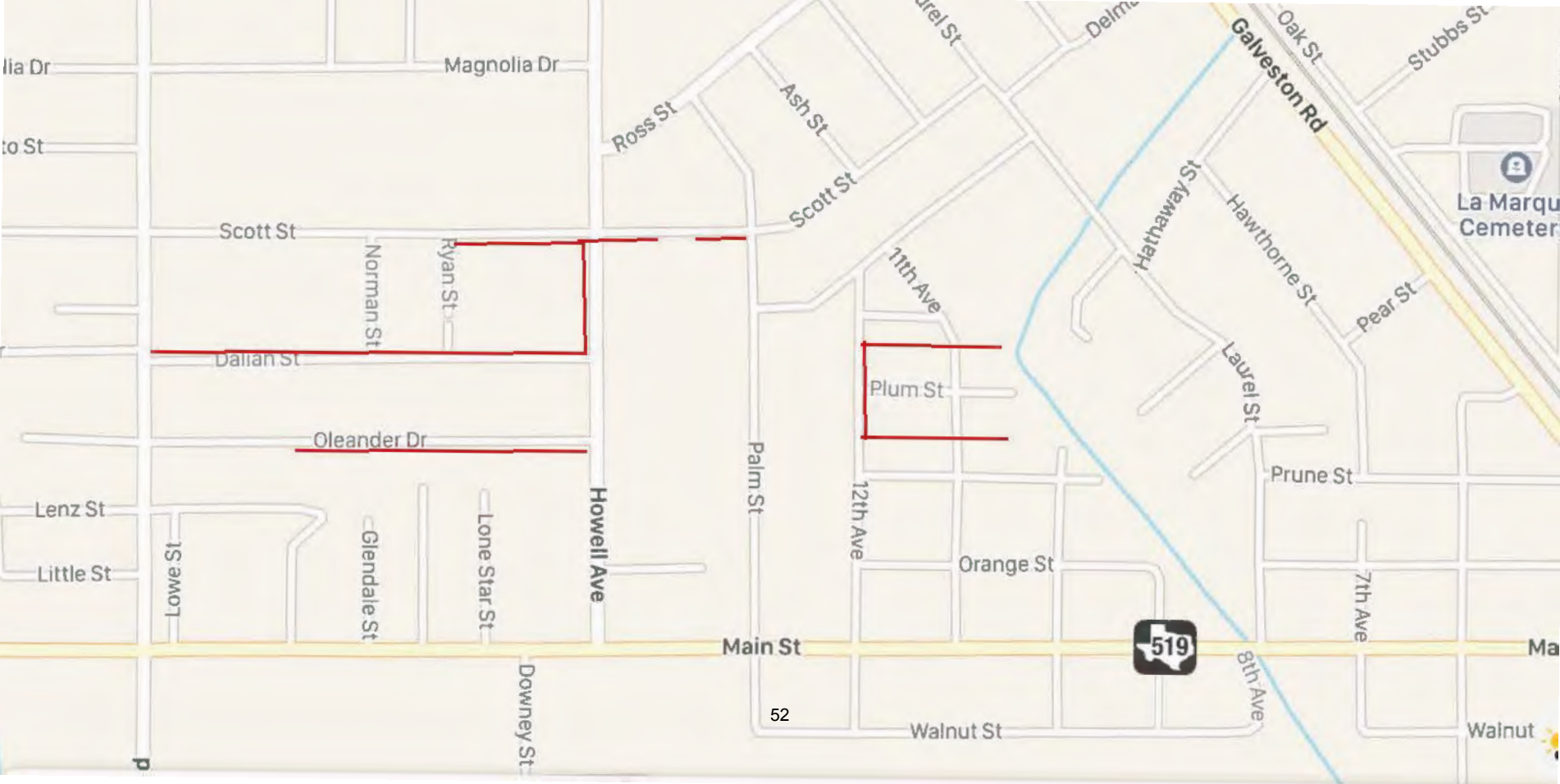
Revision	By	Chk.	Appr.	Date

CITY OF LA MARQUE
SANITARY SEWER
REHABILITATION 2016

REHABILITATION LAYOUT
SHEET 1 OF 2

LJA Engineering, Inc.
11821 East Freeway Suite 360 Houston, Texas 77029
Phone 713.450.1300 Fax 713.450.1385 FRN - F-1386

DESIGN: M.E.H.	JOB No. E019-097D Cont. No.
DRAWN: M.A.G.	DATE: MARCH, 2017
CHECKED:	SCALE: 1" = 200'
APPROVED:	SHEET No. 03 Of 10





CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017
 Prepared by: Suzy Kou
 Department: Finance

Agenda item: 10b
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action to exercise the one-year extension option in the current contract with Texas First Bank

☒ X

Attachments for Reference

1. Texas First Bank current fees

STAFF BRIEFING:

- June 13, 2016 – City Council awarded the bid to Texas First Bank for a one-year contract with the option to extend one additional year.
- Contract took effect July 1, 2016 through June 30, 2017.

HISTORY:

- **June 13, 2016** – Council awarded the contract to Texas First Bank with option to extend one additional year.

TARGET IMPLEMENTATION: July 1, 2017

SIGNIFICANT ACTION DATES:

June 13, 2016 – Contract was awarded by Council.

July 1, 2016 – New contract with Texas First Bank took effect.

June 26, 2017 – Proposed to Council to extend current contract with Texas First Bank one additional year.

July 1, 2017 - June 30, 2018 – Proposed extended contract term with Texas First Bank.

ACTION:

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

- ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

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



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to exercise the one-year extension option in the current contract with Texas First Bank

FISCAL IMPACT: N/A

Exhibit “A”

Bank Compensation

- A. - Schedule of Proposed Fees**
- B. - Historical Earnings Rates**
- C. – Pro forma Analysis**

ATTACHMENT A - Proposed Fees
CITY OF LA MARQUE
2016

Please price any fee that is required by your institution to provide the service The monthly fee extension should reflect an average total cost

The only historical data on service volumes is show on the second sheet (Data) but do not conform to standard pricing models, This is the only information available.

Service	Unit Basis	Avg. Mo Vol.	Proposed Bank Fee	Fee Extension	Bank Explanatory Notes, if applicable
Account Services					
Master Account Maintenance Fee	Per account	1	15.000	15.00	
Subsidiary Account Maintenance	Per account	2	12.000	24.00	
ZBA Accounts Maintenance Fee Sweep	Per account	1	15.000	15.00	
ZBA Master Account	Per account	1	15.000	15.00	
ZBA Subsidiary Accounts	Per account	1	15.000	15.00	
ZBA Account Transfers	Per item			0.00	
				0.00	
Debits Posted - Checks Paid	Per item	281	0.100	28.10	
Electronic Debits	per item	19	0.100	1.90	
Credits Posted Deposits	Per item	144	0.350	50.40	
Electronic Credits	Per item	86	0.350	30.10	
Additional DDA Statements Rendered	Per item			0.00	
Check Photocopy Retrieval	Per item			0.00	
Non-Customer CheckCashing Fee	Per item	2	0.000		
FDIC Assessment	Per month		0.0001233		per month based on 31 days in a month
					It based on .0015 per annum
Automated Services - Balance & Detail					
Account Maintenance Fee with 45 day history	Per account		19.950	19.95	Cash Management Product
Prior Day Balance Reporting	Per account/month	3	0.000	0.00	included with fee above
Prior day Detail	Per item		0.000	0.00	included with fee above
Intra-day Reporting	Per account/overall		0.000	0.00	included with fee above
Intra-day Detail	Per item		0.000	0.00	included with fee above
Online Per User Fee		4	0.000		included with fee above
Transfer Item				0.00	included with fee above
System Account Transfer Fee	Per item			0.00	included with fee above
System Client Maintenance	Per relationship			0.00	included with fee above
Detail item fee -Transactions Loaded	Per item			0.00	included with fee above
Check Services Maintenance	Per item			0.00	included with fee above
Email Exception Notification	Per month			0.00	included with fee above
System Special Report Fee/Statements	Per item			0.00	included with fee above
System Recon Reports/Statements	Per item			0.00	included with fee above
Deposits					
Items Deposited - Branch	Per deposit			0.00	
Items deposited	Per item			0.00	
On-us Items	Per item	448	0.100	44.80	
Transit Clearing	Per item	3,327	0.100	332.70	
Encoding Charge	Per item		0.000	0.00	
Branch Deposits per \$100	Per item	2,000	0.000	0.00	
Deposit Post Verification Branch	Per item			0.00	
Deposit Corrections	Per item		3.000	0.00	
Night Drop	Per item		0.000	0.00	
Coin Deposit	Per deposit		0.000	0.00	
Change Order Rolled Coin	Per item	1	0.000	0.00	
Change Order Strpped Bills		1	0.000	0.00	
Branch Deposit Adjustment				0.00	
Currency Deposit	Per deposit			0.00	
Currency Deposit	Per item			0.00	
Strapped currency furnished	Per item			0.00	
				0.00	
Return Check Notice Internet	Per item			0.00	
Return Item - Per item	Per item	14		0.00	
Return Item Redeposit				0.00	

Service	Unit Basis	Avg. Mo Vol.	Proposed Bank Fee	Fee Extension	Bank Explanatory Notes, if applicable
Return Fax Copy				0.00	
Remote Deposit Processing					
Maintenance	Per scanner location	2	25.000	50.00	scanners will be provided, waive fee for 3 months
Maintenance	Per relationship		0.000	0.00	
Transmissions	Per item		0.000	0.00	
Input detail	Per item		0.000	0.00	
On-us clearing	Per item	300	0.000	0.00	no additional charge to the account services charges
Off-us clearing	Per item	3,300	0.000	0.00	no additional charge to the account services charges
ACH Processing					
Monthly Maintenance Internet Fee	Per month	1	0.000	0.00	
Origination of file - Two Day	Per file			0.00	
Debit Received	Per item	2	0.100	0.20	
Credit Received	Per item	300	0.100	30.00	
Debits Originated	Per item		0.100	0.00	
Credits Originated	Per item		0.100	0.00	
ACH Received Item	Per item	300	0.100	30.00	
ACH Addendum Record In/Out	Per item	1	0.100	0.10	
ACH Return Items	Per item	1	6.000	6.00	
Deletions or Reversal Charges	Per item	1	0.000	0.00	
Transmission	Per file			0.00	
ACH Notification of Change					
NOC Auto Corrections	Per item	4	0.000		
Fraud Filter - Stop - Base Fee	Per month		0.000	0.00	
Fraud Filter - Review - Base Fee	Per month		0.000	0.00	
Fraud Filter - Review - Per Item	Per item		0.000	0.00	
Debit Block Maintenance			0.000	0.00	
ADA Maintenance	Per item		0.000	0.00	
ADA Authorized ID	Per item		0.000	0.00	
Notification of Change	Per item		0.000	0.00	
Positive Pay					
Monthly Maintenance (Base) Fee*	Per account	2	25 / 20	45.00	\$25 for 1st account and \$20 for each additional
Positive Pay No Recon				0.00	
Positive Pay Posted Checks	Per item	300	0.000	0.00	no additional charge to the account services charges
Positive Pay Rejects	Per item	1	0.000	0.00	
Per item charge with Partial Recon	Per item			0.00	
Per item charge without Recon	Per item			0.00	
Exception File		1		0.00	
Check Exception Return	Per item		0.100	0.00	if after cutoff (11:00 am) then \$3.00), f 2nd Day, \$29.50
Issue input without Recon	Per item			0.00	
Transmission	Per item	4	0.000	0.00	
Input File Transmittal Report	Per item			0.00	
ACH exptions (pay or return)	Per item		1.000		added line item
Reconciliation					
Monthly Maintenance (Base) Fee*	Per Month			0.00	not offered at this time
Partial Recon Monthly Maintenance				0.00	
Partial Recon with positive pay	Per item	1		0.00	
Transmissions	Per Transmission			0.00	
Transmission Detail	Per item			0.00	
Stop Pays					
Stop Pay - Maintenance	Per month	1	15.000	15.00	
Stop Pays - Renewal	Per item		0.000	0.00	
Stop Pay - Automated	Per item	1	15.000	15.00	
Wire Transfers					
Monthly Maintenance*	Per month		included	0.00	included in Cash Management Product
Incoming - domestic	Per item		4.000	0.00	without Cash Management - 15.00
Outgoing - repetitive - automated	Per item		8.000	0.00	without Cash Management - 26.50
Outgoing - non-repetitive - automated	Per item		8.000	0.00	without Cash Management - 26.50

Service	Unit Basis	Avg. Mo Vol.	Proposed Bank Fee	Fee Extension	Bank Explanatory Notes, if applicable
Wire Book Transfer Internet Initiated	Per item		n/a	0.00	
Online Wire Notification	Per item		n/a	0.00	
Book Debit	Per item		n/a	0.00	
Book Credit	Per item		n/a	0.00	
Safekeeping (assume \$10million in 10 cusips)					
Monthly Maintenance Custody	Per month		n/a	n/a	do not offer safekeeping
Clearing Fees			n/a	n/a	
FRB	Per item		n/a	n/a	
DTC	Per item		n/a	n/a	
Securities Received/ Del - DVP	Per item		n/a	n/a	
Safekeeping Fees	Per item		n/a	n/a	
FRB	Per item		n/a	n/a	
DTC	Per item		n/a	n/a	
Custody per \$1 million BE	Per \$10M		n/a	n/a	
Custody Fixed Income	Per item		n/a	n/a	
Income Collection to DDA			n/a	n/a	
Income Collection - Coupons	Per item		n/a	n/a	
Income Collection - Maturities	Per item		n/a	n/a	
Stored Value Cards					
Monthly Maintenance	Assuming 20 cards				offered through 3rd party Vender, SOLE
Service to User	Per item	5	0.000	0.00	see attached Overview and Fee Schedule
ATM Cash Withdrawal	Per item		2.500	0.00	
Cash advance OTC	Per item		0.000	0.00	1st per pay period =0.00, thereafter \$7.00
ATM Balance inquiry	Per item		1.500	0.00	
n Replacement	per item		10.000	0.00	
NSF				0.00	
Stop pay				0.00	
Garnishments				0.00	
PIN POS			0.000	0.00	
Signature POS			0.000	0.00	

**ATTACHMENT B - HISTORICAL RATES
CITY OF LA MARQUE, TEXAS**

Bank Name Texas First Bank

Earnings Credit Rate (ECR)		
Month/Year	Rate	Notes, if applicable
Jan-15	0.000%	90 day T-Bill avg minus 10 basis point
Feb-15	0.000%	In 2015, it was 0 for the all months.
Mar-15	0.000%	starting in April 2016, the average
Apr-15	0.000%	was .277%, therefore we paid
May-15	0.000%	.177% earnings rate.
Jun-15	0.000%	* rates are subject to change
Jul-15	0.000%	
Aug-15	0.000%	
Sep-15	0.000%	
Oct-15	0.000%	
Nov-15	0.000%	
Dec-15	0.000%	
	0.00%	

Interest Bearing Accounts		
Month/Year	Rate	Notes, if applicable
Jan-15	see note	Bal < \$2,500 s/c \$15.00
Feb-15	see note	Tiered rate structure
Mar-15	see note	Bal to \$25,000 pay .10%
Apr-15	see note	Bal from 25,000.01 to \$50,000 pay .15%
May-15	see note	Bal from 50,000.01 to \$250,000 pay .15%
Jun-15	see note	Bal > \$250,000 pay .20%
Jul-15	see note	* rates are subject to change
Aug-15	see note	
Sep-15	see note	
Oct-15	see note	
Nov-15	see note	
Dec-15	see note	
	#DIV/0!	

Money Market Accounts		
Month/Year	Rate	Notes, if applicable
Jan-15	0.100%	
Feb-15	0.100%	
Mar-15	0.100%	
Apr-15	0.100%	
May-15	0.100%	
Jun-15	0.100%	
Jul-15	0.100%	
Aug-15	0.100%	
Sep-15	0.100%	
Oct-15	0.100%	
Nov-15	0.100%	
Dec-15	0.100%	
	0.10%	

Sweep Alternative(s)		
Month/Year	Rate	Notes, if applicable
Jan-15	0.100%	
Feb-15	0.100%	
Mar-15	0.100%	
Apr-15	0.100%	
May-15	0.100%	
Jun-15	0.100%	
Jul-15	0.100%	
Aug-15	0.100%	
Sep-15	0.100%	
Oct-15	0.100%	
Nov-15	0.100%	
Dec-15	0.100%	
	59 0.10%	

If additional alternatives are offered, add columns with monthly rates and identify.

**ATTACHMENT A - Proforma
CITY OF LA MARQUE
2016**

Average Ledger Balance	1,232,055.86
Less average float	-
Average Collected Balance	1,232,055.86
Less reserve Requirement - 10%	123,205.59
Investable Balance	1,108,850.27
Earnings Credit @*	0.177%
Monthly earnings Credit - Days	30 Days \$ 161.31

Gross Account Earnings	\$ 161.31
Less: Total Services Provided	\$ 890.15
Account Profit / Loss	\$ (728.83)
Amount Charged	\$ (728.83)

Service	Avg. Mo Vol.	Proposed Bank Fee	Fee Extension	Bank Explanatory Notes, if applicable
Account Services				
Master Account Maintenance Fee	1	15.000	15.00	
Subsidiary Account Maintenance	2	12.000	24.00	
ZBA Accounts Maintenance Fee Sweep	0	15.000	0.00	
ZBA Master Account	0	15.000	0.00	
ZBA Subsidiary Accounts	0	15.000	0.00	
ZBA Account Transfers			0.00	
			0.00	
Debits Posted - Checks Paid	281	0.100	28.10	
Electronic Debits	19	0.100	1.90	
Credits Posted Deposits	144	0.350	50.40	
Electronic Credits	86	0.350	30.10	
Additional DDA Statements Rendered			0.00	
Check Photocopy Retrieval			0.00	
Non-Customer CheckCashing Fee	2	0.000	0.00	
FDIC Assessment	1,232,056	0.0001233	151.90	per thousand \$ average balance
Automated Services - Balance & Detail				
Account Maintenance Fee with 45 day history		19.950	19.95	Cash Management Product
Prior Day Balance Reporting	3	0.000	0.00	included with fee above
Prior day Detail		0.000	0.00	included with fee above
Intra-day Reporting		0.000	0.00	included with fee above
Intra-day Detail		0.000	0.00	included with fee above
Online Per User Fee	4	0.000	0.00	included with fee above
Transfer Item			0.00	included with fee above
System Account Transfer Fee			0.00	included with fee above
System Client Maintenance			0.00	included with fee above
Detail item fee -Transactions Loaded			0.00	included with fee above
Check Services Maintenance			0.00	included with fee above
Email Exception Notification			0.00	included with fee above
System Special Report Fee/Statements			0.00	included with fee above
System Recon Reports/Statements			0.00	included with fee above
Deposits				
Items Deposited - Branch			0.00	
Items deposited			0.00	
On-us Items	448	0.100	44.80	
Transit Clearing	3,327	0.100	332.70	
Encoding Charge		0.000	0.00	
Branch Deposits per \$100	2,000	0.000	0.00	No cash deposit fees associated with account
Deposit Post Verification Branch			0.00	

Service	Avg. Mo Vol.	Proposed Bank Fee	Fee Extension	Bank Explanatory Notes, if applicable
Deposit Corrections		3.000	0.00	
Night Drop		0.000	0.00	
Coin Deposit		0.000	0.00	
Change Order Rolled Coin	1	0.000	0.00	
Change Order Strpped Bills	1	0.000	0.00	
Branch Deposit Adjustment			0.00	
Currency Deposit			0.00	
Currency Deposit			0.00	
Strapped currency furnished			0.00	
			0.00	
Return Check Notice Internet			0.00	
Return Item - Per item	14		0.00	
Return Item Redeposit			0.00	
Return Fax Copy			0.00	
Remote Deposit Processing				
Maintenance	2	25.000	50.00	scanners will be provided, waive fee for 3 months
Maintenance		0.000	0.00	
Transmissions		0.000	0.00	
Input detail		0.000	0.00	
On-us clearing	300	0.000	0.00	no additional charge to the account services charges
Off-us clearing	3,300	0.000	0.00	no additional charge to the account services charges
ACH Processing				
Monthly Maintenance Internet Fee	1	0.000	0.00	
Origination of file - Two Day			0.00	
Debit Received	2	0.100	0.20	
Credit Received	300	0.100	30.00	
Debits Originated		0.100	0.00	
Credits Originated		0.100	0.00	
ACH Received Item	300	0.100	30.00	
ACH Addendum Record In/Out	1	0.100	0.10	
ACH Return Items	1	6.000	6.00	
Deletions or Reversal Charges	1	0.000	0.00	
Transmission			0.00	
ACH Notification of Change				
NOC Auto Corrections	4	0.000		
Fraud Filter - Stop - Base Fee		0.000	0.00	
Fraud Filter - Review - Base Fee		0.000	0.00	
Fraud Filter - Review - Per Item		0.000	0.00	
Debit Block Maintenance		0.000	0.00	
ADA Maintenance		0.000	0.00	
ADA Authorized ID		0.000	0.00	
Notification of Change		0.000	0.00	
Positive Pay				
Monthly Maintenance (Base) Fee*	2	25 / 20	45.00	\$25 for 1st account and \$20 for each additional
Positive Pay No Recon			0.00	
Positive Pay Posted Checks	300	0.000	0.00	no additional charge to the account services charges
Positive Pay Rejects	1	0.000	0.00	
Per item charge with Partial Recon			0.00	
Per item charge without Recon			0.00	
Exception File	1		0.00	
Check Exception Return		0.100	0.00	if after cutoff (11:00 am) then \$3.00, f 2nd Day, \$29.50
Issue input without Recon			0.00	
Transmission	4	0.000	0.00	
Input File Transmittal Report			0.00	
ACH exptions (pay or return)		1.000		added line item
Reconciliation				
Monthly Maintenance (Base) Fee*			0.00	not offered at this time
Partial Recon Monthly Maintenance			0.00	
Partial Recon with positive pay	1		0.00	

Service	Avg. Mo Vol.	Proposed Bank Fee	Fee Extension	Bank Explanatory Notes, if applicable
Transmissions			0.00	
Transmission Detail			0.00	
Stop Pays				
Stop Pay - Maintenance	1	15.000	15.00	
Stop Pays - Renewal		0.000	0.00	
Stop Pay - Automated	1	15.000	15.00	
Wire Transfers				
Monthly Maintenance*		included	0.00	included in Cash Management Product
Incoming - domestic		4.000	0.00	without Cash Management - 15.00
Outgoing - repetitive - automated		8.000	0.00	without Cash Management - 26.50
Outgoing - non-repetitive - automated		8.000	0.00	without Cash Management - 26.50
Wire Book Transfer Internet Initiated		n/a	0.00	
Online Wire Notification		n/a	0.00	
Book Debit		n/a	0.00	
Book Credit		n/a	0.00	
Safekeeping (assume \$10million in 10 cusips)				
Monthly Maintenance Custody		n/a	n/a	do not offer safekeeping
Clearing Fees		n/a	n/a	
FRB		n/a	n/a	
DTC		n/a	n/a	
Securities Received/ Del - DVP		n/a	n/a	
Safekeeping Fees		n/a	n/a	
FRB		n/a	n/a	
DTC		n/a	n/a	
Custody per \$1 million BE		n/a	n/a	
Custody Fixed Income		n/a	n/a	
Income Collection to DDA		n/a	n/a	
Income Collection - Coupons		n/a	n/a	
Income Collection - Maturities		n/a	n/a	
Stored Value Cards				offered through 3rd party Vender, SOLE
Monthly Maintenance	5	0.000	0.00	see attached Overview and Fee Schedule
Service to User			0.00	
ATM Cash Withdrawal		2.500	0.00	
Cash advance OTC		0.000	0.00	1st per pay period =0.00, thereafter \$7.00
ATM Balance inquiry		1.500	0.00	
n Replacement		10.000	0.00	
NSF			0.00	
Stop pay			0.00	
Garnishments			0.00	
PIN POS		0.000	0.00	
Signature POS		0.000	0.00	



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Suzy Kou

Department: Finance

Agenda item: 10c

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action to accept the City of La Marque Audited Comprehensive Annual Financial Report (CAFR) as of September 30, 2016.

☒

Attachments for reference (to be distributed at meeting by auditor)

STAFF BRIEFING:

- It is a required procedure to have the City's financials audited by independent auditors and present to Council each fiscal year for acceptance.

HISTORY:

TARGET IMPLEMENTATION: June 26, 2017

SIGNIFICANT ACTION DATES:

June 26, 2017 – City Council accepts fiscal year 2015-16 CAFR.

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to accept the City of La Marque Audited Comprehensive Annual Financial Report (CAFR) as of September 30, 2016

FISCAL IMPACT: N/A



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Suzy Kou

Department: Finance

Agenda item: 10d

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action to exercise the one-year extension option in the current agreement with Belt Harris Pechacek, LLLP to perform the City's Annual Financial Audits and Single Audits for fiscal year ending 9/30/2017

☒

Attachments for Reference

1. Current engagement letter

STAFF BRIEFING:

- Since 2012, Belt Harris Pechacek, LLLP has been assisting the City with annual audit.
- As of latest audit (Fiscal year 2016), staff has no issues with current auditors.
- Per State law, City is required to be audited annually by an independent auditing firm.

HISTORY:

- **July 8, 2015** – Council approved current agreement for two (2) years with an option to extend one additional year.

TARGET IMPLEMENTATION: June 26, 2017

SIGNIFICANT ACTION DATES:

July 8, 2015 – Council approved current agreement for two (2) years with an option to extend one additional year.

ACTION:

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

Cost Details:	
Budgeted	49,750
Actual Bid	49,750
Estimated Expenditure	49,750
Acct. Name(s)	Audit Services
Line Items #	01-4040-02-02 02-4046-99-00
Other Funding	N/A



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve the one-year extension option in the current agreement with Belt Harris Pechacek, LLLP to perform City's Annual Financial Audits and Single Audits for fiscal year ending 9/30/2017

FISCAL IMPACT: Contracted annual cost of \$49,750.



Engagement Letter - Single Audit

August 31, 2015

Ms. Carol Buttler, City
Manager City of La Marque
1111 Bayou Road
La Marque, Texas 77568-4160

We are pleased to confirm our understanding of the services we are to provide for the City of La Marque, Texas (the "City") for the years ended September 30, 2015 and 2016, with the option for one, one-year subsequent term. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ended September 30, 2015 and 2016, with the option for one, one-year subsequent term.

1. La Marque Public Improvement District No. 1: Blended, No Separate Financial Statements
2. La Marque Economic Development Corporation: Discretely Presented, Separate Financial Statements

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule(s)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditors' report on the financial statements or in a report combined with our auditors' report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Combining Statement(s) and Schedule(s)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

In addition to these services -

1. We will also provide routine advisory services through phone calls, conferences or otherwise in connection with incidental matters arising during the year. These costs would be absorbed in our estimated annual fee. We encourage open lines of communication throughout the year as part of our services.
2. We will draft the financial statements, including the Management's Discussion and Analysis, with input from management.
3. We will print and bind the financial reports, and provide an electronic PDF of all reports.
4. We will handle normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
5. We will perform procedures to comply with the Public Funds Investment Act (Chapter 2256 local government code).

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on---

1. Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
2. Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and members of the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to

complete the audit or are unable to form or have not formed opinions, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the beginning of our audit fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of

expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form

and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Belt Harris Pechacek, LLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Belt Harris Pechacek, LLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The time estimates used to project our fees are based on anticipated cooperation from your personnel and management fulfilling its responsibility, as discussed previously. Our time budget for this engagement does not include addressing matters related to management's responsibilities, such as modifications to the City's financial information, additional procedures related to alleged noncompliance with laws and regulations and similar improprieties, the City's lack of preparation for the audit, and similar matters. Such time requirements have not been included in the estimate and will be billed in addition to the fees quoted at our standard hourly rates and actual costs incurred, including legal consultations, if necessary. We will notify the appropriate party when such conditions are encountered, such as identifying schedules not prepared, out-of-balance accounts, alleged violations, etc. When possible, we will provide management with options for alleviating the condition. If it appears the item(s) will not be addressed by the City, we may perform procedures to address incidental matters to facilitate timely completion of the audit. To the extent possible, we will obtain approval before performing additional work for matters considered significant to the original proposed fee. Due to the nature of our work, such approval may not always be possible (i.e., we may be legally compelled by subpoena or similar request to expend additional time and incur other expenses to handle matters arising from this engagement).

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	2015	2016	2017 (Option)
CAFR Audit	\$ 49,750	\$ 49,750	\$ 49,750

* A single audit is required when federal funds over \$500,000 are expended. Our fees are based on the number of major programs (programs over \$300,000). The threshold for when a single audit is required will increase from \$500,000 to \$750,000 for fiscal year 2016.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to

terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review accompanies this letter.

Required Non-Appropriation Clause

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the City will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

Authorization of CPA's Disclosure

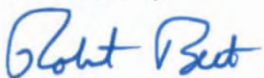
Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:



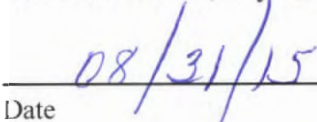
Robert Belt, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of City of La Marque, Texas.



Ms. Carol Butler, City Manager



Date

BUMGARDNER, MORRISON & COMPANY, L.L.P.

===== 'B'.MC' =====

JOSEPH B. BUMGARDNER, CPA
(1911-2002)
JACK R. MORRISON, SR., CPA
(1922-1997)

CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
AICPA PRIVATE COMPANIES PRACTICE SECTION
AICPA TAX DIVISION

October 31, 2012

CHRISTOPHER E. KRECI, CPA
JEROME G. KOTZUR, CPA
G. DENNIS SHAY, CPA, CFP
PAULA G. LESKE, CPA
MICHAEL E. WENSKE, CPA

JACK C. FITZGERALD, CPA
JACK R. MORRISON, JR., CPA

System Review Report

To the Partners Belt Harris Pechacek, LLLP
and the Peer Review Committee of the
Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Belt Harris Pechacek, LLLP has received a peer review rating of *pass*.

Bumgardner, Morrison & Company, LLP



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Les Rumburg

Department: Public Services

Agenda item: 10e

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding ratifying the City Manager's execution of an agreement with Municipal Operations and Consulting, Inc., initially as an emergency response, for providing administration and oversight for the City of La Marque's Water and Wastewater Utility operations

☒

Attach for reference

1. Agreement

STAFF BRIEFING:

- After the sudden departure of licensed administrative personnel from the Water/Wastewater operations in February, the City was left without the proper credentialed personnel to operate the system.
- Texas Commission on Environmental Quality (TCEQ) requires certain licensed personnel be available at all times.
- Municipal Operations and Consulting, Inc. (MOC), was contacted immediately to assist the City with emergency oversight and proper credentialed/licensed personnel.
- In the course of providing this immediate assistance, many deficiencies were pointed out and subsequently resolved by MOC.
- Due to the positive relationship of MOC with TCEQ, the City was able to avoid further non-compliance with TCEQ.
- Because of the above, the City Manager notified Council, executed an emergency agreement, and determined a long-term relationship with MOC would be critical to provide the administrative/compliance oversight of these operations.
- Based on the proposed agreement, MOC would provide that a "Double B" licensed individual ("B" certified in both Water and Wastewater operations) would be on sight daily.
- The cost for the "on-site" person is included in the monthly fee.
- At an additional "per-hour" rate, the City will receive "A" license expertise and consulting as needed, as well as emergency response, at a rate outlined in the agreement.
- The parties' objective will be to anticipate the monthly cost for service in the range of \$10,000 to \$11,000/month.
- The agreement can be terminated at any time by either party with at least 30 days written notice.
- The City Attorney has reviewed this agreement.
- The Finance Director has reviewed this agreement and budgeted funds are available.

HISTORY:

- 02/07/2017 – Employee left abruptly
- 02/07/2017 – MOC responded to emergency request for service



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION: Continued with authorization of City Council

SIGNIFICANT ACTION DATES:

02/07/2017 – MOC arrives to administer Water/Wastewater operations

06/26/2017 – Proposed agreement to continue on services

ACTION:

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

Cost Details:	
Budgeted	\$135,000.00
Actual Bid	
Estimated Expenditure	\$132,000.00
Acct. Name(s)	Professional Services Dept.24
Line Items #	02-4040-24-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to ratify the City Manager's execution of an agreement with Municipal Operations and Consulting, Inc., initially as an emergency response, for providing administration and oversight for the City of La Marque's Water and Wastewater Utility operations.

FISCAL IMPACT: Estimated to be \$132,000.00 through Fiscal year-end, if no more major repairs required.

PROFESSIONAL SERVICES AGREEMENT

SANITARY SEWER TREATMENT PLANT, LIFT STATIONS AND WATER PLANT OPERATIONS

THIS AGREEMENT, entered into effective February 1, 2017 by and between **The City of La Marque, State of Texas, hereinafter referred to as “City”**, and **MUNICIPAL OPERATIONS & CONSULTING, INC., hereinafter referred to as “OPERATOR”**, a Texas corporation having its principal place of business at 27316 Spectrum Way, Oak Ridge North, Texas 77385.

WHEREAS, City presently owns or shall acquire water supply facilities, wastewater treatment facilities, and wastewater lift stations, located on property or in easements dedicated to the City or to be acquired by the City (collectively, the “Facilities”); and

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that

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

I.

1.01– GENERAL

Operator hereby agrees to operate, maintain, and manage the Facilities under this Agreement beginning February 1, 2017 and continuing during the term hereof as hereinafter defined on the terms and conditions stated herein. Operator shall be considered an independent contractor and not an employee under this Agreement.

1.02 – DEFINITIONS

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

- A. “OPERATION” shall consist of furnishing all of the necessary personnel, services, tools, equipment, materials, supplies and transportation in order to

provide efficient operation of the Facilities. Operation shall include, but shall not be limited to, providing the necessary service in (1) the efficient distribution of water from the City's water supply plant through its water distribution system, and (2) the efficient collection and movement of normal domestic and commercial sewage discharged into the City's sewage collection system.

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

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

II.

COMPENSATION TO OPERATOR

2.01- COMPENSATION TO OPERATOR

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

2.02 – COMPENSATION POLICIES

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

2.03 – BILLING AND PAYMENT

Unless otherwise agreed upon in writing during the initial or any renewal terms of this Agreement, Operator will submit prior to City's regularly scheduled meeting, a statement to City's bookkeeper or City's Representative reflecting charges for the previous billing period in accordance with this Agreement. Said statement shall include an itemization of all amounts requested for payment during the billing period, with supplementary invoices attached thereto, if requested by the City. Said statement or said invoices shall include the date, price and description of all items purchased and the rate per category and description of the nature of all labor and equipment utilized. If the statement is approved by the City's Representative or City, then such statement shall be due and payable forty-five (45) days after the date of said meeting; provided, however, that any such notification shall not preclude the withholding of approval of any additional items by the Council of City at said meeting. In the event City's Representative withholds approval on any item or items in the statement, the City's Representative shall notify Operator at least one day in advance of said meeting. Any dispute involving payment of any item or items on the statement shall be resolved by City, subject to any legal or equitable remedy available to Operator. Payment of said item or items by City shall not be unreasonably withheld. Operator however shall be entitled to payment of the balance of said statement in the event that payment of any item or items in the statement are withheld pending resolution of a dispute.

If the City fails to make payment under this Agreement to the Operator of any undisputed sum named in any partial or final statement, when the payment is due and has not been lawfully contested by City, City shall pay to the Operator in addition to the undisputed sum shown as due by such statement, interest thereon at a rate of ten percent (10%) per annum, accruing from the 46th day following the District's meeting until fully paid. Interest shall not accrue on any disputed sum(s) unless said sum(s) remain unpaid for more than forty-five (45) days following resolution of dispute.

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

All materials and supplies purchased by the Operator are purchased on behalf of the City and are labeled as the City's property. The title to the purchased materials and supplies passes to the City before such goods are used. For non-emergency repairs we will get approval for work over \$5,000.

2.04 – ADDITIONAL COMPENSATION

In addition to the compensation provided for Basic Services herein Operator shall receive the additional compensation specified in this section 2.04. Operator shall not be additionally compensated for providing Basic Services, except as provided below. No overhead reimbursements or markups shall be paid by City except as provided below. City shall not be obligated to pay charges in excess of rates listed in Operator's Rate Schedule, except in emergency cases specified in Section 2.02 herein. Operator shall receive the following additional compensation;

- A. For performance of Extraordinary Repair and Replacement specified in section 1.02 herein. Unless specifically noted otherwise, all labor required for the performance of duties listed shall be considered Routine Repair and Replacement;
- B. For purchase of inventory items, expendable supplies, chemicals, parts, equipment or other replacement components of the Facilities, whether installed, repaired or replaced as Routine or Extraordinary Repairs and Replacements. City shall pay Operator invoice amount with no additional markup.
- C. For the cost of all testing required by all controlling agencies and applicable laws, permits and regulations as specified in Exhibit B, herein;
- D. For any requested site maintenance, including mowing;
- E. For payment of subcontractors' invoices by Operator, City shall pay Operator the subcontractors' invoice fees plus ten percent (10%), subject to the provisions of Section 3.02 (C), herein;
- F. For any fees or assessments associated with the filing of any applicable regulatory requirements; and
- G. For any reports or filings not currently required.

III.

INSURANCE AND INDEMNIFICATION

3.01– INSURANCE AND INDEMNIFICATION

Upon execution of this Agreement, Operator will furnish City with Certificates of insurance in a company or companies satisfactory to City, evidencing:

- A. Workers Compensation (statutory amount)
- B. Comprehensive General Liability including coverage of risks mentioned hereinafter in amounts not less than:
 - 1. General Liability \$1,000,000/ person
 \$1,000,000/ occurrence
 \$2,000,000/ aggregate
 - 2. Business Auto \$1,000,000/ occurrence

Such policies of insurance shall name City as an additional insured. The certificates of Insurance shall provide that City shall be provided thirty (30) days prior written notice of any cancellation or reduction of insurance coverage.

3.02– INDEMNIFICATION

- A. OPERATOR SHALL INDEMNIFY THE CITY AND HOLD THE CITY AND ITS REPRESENTATIVES, CONSULTANTS (OTHER THAN OPERATOR) AND AGENTS (COLLECTIVELY THE “CITY INDEMNITEES”) HARMLESS FROM AND AGAINST CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS, JUDGEMENTS, AND LIABILITY OF EVERY KIND OF CHARACTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING ALL COSTS, ATTORNEYS’ FEES, AND COURT COSTS, WHICH ARE CAUSED BY, ASSOCIATED WITH OR ARISE OUT OF THE INTENTIONAL, WILLFUL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OF OPERATOR, ITS EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS, ARISING UNDER THIS AGREEMENT.**
- B. ADDITIONALLY, OPERATOR SHALL INDEMNIFY THE CITY INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE THAT ANYONE OR MORE OF CITY INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS AGAINST SUCH CITY INDEMNITEE ARISING OUT OF THE FAILURE OF OPERATOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR ANY SUBCONTRACTOR OF OPERATOR TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH OPERATOR’S OPERATION OF THE CITY’S FACILITIES UNDER THIS AGREEMENT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION OR REQUIREMENT WAS A DIRECT RESULT OF OPERATOR FOLLOWING THE EXPRESSED INSTRUCTION OF THE REPRESENTATIVES OF THE CITY. OPERATOR REQUIREMENT TO INDEMNIFY THE CITY INDEMNITEES IN THIS SECTION 4.02(B) SHALL NOT APPLY TO ANY CITY INDEMNITEE USED BY THE CITY TO DESIGN, BUILD OR OPERATE THE CITY’S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A DIRECT RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH CITY INDEMNITEE.**

- C. Operator may subcontract such of its work hereunder as may, in Operator's opinion, be desirable, subject to the City's rights as set forth below. However, such subcontracting shall not relieve Operator of any of its obligations or liabilities hereunder, and subcontractors shall be considered to be employees of Operator with operator retaining responsibility for such Subcontractors' performance. Subcontractors or supplies employed or utilized by Operator shall have no recourse against City for any services rendered or charges incurred on behalf of Operator and Operator shall indemnify and hold City harmless for any claims, attorneys' fees and court costs incurred as a result of claims made by such subcontractors or suppliers. The City reserves the right to directly employ Subcontractors for certain operation and and/or maintenance services. Operator shall receive no compensation pursuant to Section 2.04 (F) herein and shall not be responsible for services rendered by Subcontractor.
- D. Operator agrees to exercise reasonable diligence and good business practices in the operation and maintenance of the Facilities. Operator will be liable for any direct or indirect loss, injury or damages resulting from the diminution or interruption of service within the Facilities and utility system that is caused by or results from either directly or indirectly, the improper or inadequate operation of the Facilities by Operator, or the intentional, willful, reckless, or negligent acts, omissions or other operations by Operator, or its employees, representatives, agents or subcontractors. However, it is understood and agreed that Operator is not otherwise responsible for the adequacy or quality of the water supply provided or the failure of the Facilities to meet state or federal standards.

IV.

TERM AND TERMINATION

4.01 – TERM AND TERMINATION

This Agreement shall be and remain in effect for a period of one (1) year and shall continue thereafter from year to year, subject, however, to termination by either party hereto at any time, without cause, by providing thirty (30) days advance written notice to the other party. Provided, however, that either party may terminate this Agreement immediately for substantial failure to perform upon giving written notice to the other party of such failure to perform and the allowance of a reasonable period for curing such nonperformance. In the event this Agreement is terminated, all records, and any other forms or materials pertaining to the operation of City facilities shall be furnished by Operator to City without any additional costs to City. In the event of termination, City shall pay Operator compensation pursuant to this Agreement up to the date of termination (prorated for less than a full month, if necessary) and any unpaid expenses of Operator incurred pursuant to this Agreement. It is further understood by both parties hereto that

any action or decision by any government unit or agency which has any effect upon the requirements of this Agreement, in part or in total, may be cause for immediate renegotiation of this Agreement.

V.

MISCELLANEOUS

5.01 – CITY’S REPRESENTATIONS

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

5.02 - INDUSTRIAL AND HAZARDOUS WASTES

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

5.03 – SPECIFICATIONS AND WARRANTIES

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

5.04 – FORCE MAJEURE

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

5.05 – ASSIGNABILITY

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

5.06 – MODIFICATION

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

5.07 – RECORDS

Operator shall maintain all City records in accordance with the Texas Local Government Records Act, as amended, and all rules, regulations and records retention schedules adopted thereunder.

5.08 – INDEPENDENT CONTRACTOR: GOVERNING LAW

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

5.09 – NOTICE

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

DISTRICT

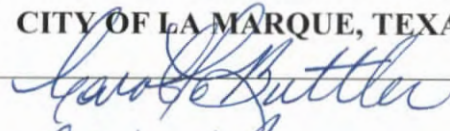
City of La Marque, Texas

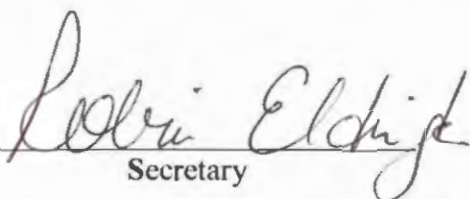
Attn: Les Rumburg

OPERATOR

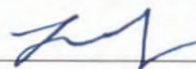
MUNICIPAL OPERATIONS &
CONSULTING, INC.
27316 Spectrum Way
Oak Ridge North, Texas 77385

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

By: CITY OF LA MARQUE, TEXAS

Title: City Manager

ATTEST: 
Secretary

**MUNICIPAL OPERATIONS &
CONSULTING, INC.**

By: 
Title: Owner

(SEAL)

ATTACHMENT “A”

RATE SCHEDULE

BASE MONTHLY FEE \$7,800.00 per month for Water Plant, Wastewater Treatment Plant and Lift Station Operations plus:

The following rates will be charged to the District when in the operation, maintenance, and repair of the District’s facilities, additional personnel, equipment and purchased materials are used:

LABOR RATES

OFFICER	125.00/hr.
COMPLIANCE OFFICER	105.00/hr.
COMPLIANCE ASSISTANT	60.00/hr.
COMPUTER / IT	60.00/hr.
OPERATIONS SUPERVISOR	65.00/hr.
MECHANICAL/ELECTRICAL TECHNICIAN	65.00/hr.
FOREMAN	55.00/hr.
PLANT OPERATOR	45.00/hr.
EQUIPMENT OPERATOR (included in backhoe cost)	40.00/hr.
LABORER/HELPER/UTLITY WORKER/CLERICAL	35.00/hr.

Overtime rates of only one-and-one-half time regular rates will be charged for work performed on weekdays between the hours of 4:30 p.m. and 7:30 a.m. and on all weekends, holidays.

EQUIPMENT

UTILITY TRUCK	18.00/hr.
UTILITY TRUCK (larger than 1 ton)	25.00 /hr.
JET TRAILER W/EQUIPMENT OPERATOR (3hr. minimum)	195.00/hr.
Regular Time (8:00 am - 5:00pm weekdays)	75.00/hr.
Overtime (After hours, weekends and holidays)	95.00/hr.
UTILITY WATER PUMP (2")	12.00/hr.
OTHER EQUIPMENT (Rentals)	Cost+10%
MATERIALS AND SUPPLIES	Cost+10%
BACKHOE, EQUIP. OPER., TRUCK, TRAILER (no minimum)	195.00/hr.

WATER TAPS

Single family, short (up to 30 linear feet—add \$5.00/ ft. thereafter)	
5/8" x 3/4" tap and meter	500.00 ea.
1" tap and meter	750.00 ea.
Commercial	Determined on case by case
2" tap and meter	At cost

INSPECTIONS

STANDARD RESIDENTIAL SEWER TAP INSPECTIONS	50.00 ea.
COMMERCIAL SEWER TAP INSPECTIONS	100.00 ea.
PRE & POST LOT INSPECTIONS	40.00 ea.
CUSTOMER SERVICE INSPECTIONS	
RESIDENTIAL	60.00 ea.
COMMERCIAL	100.00 ea.
GREASE TRAP INSPECTIONS	60.00 ea.
BACKFLOW PREVENTION ASSEMBLY TESTING	Cost +10%
DOOR TAGS	10.00 ea.

MISCELLANEOUS

NEW REPLACEMENT METERS (5/8" x 3/4")	95.00 ea.
NEW REPLACEMENT METERS (1")	195.00 ea.
ATTENDANCE @ BOARD MEETING	N/C

ATTACHMENT “B”

BASIC SERVICES SCOPE OF WORK

Operator shall provide all necessary labor, equipment and materials under the direct supervision of personnel holding valid certificates of competency as required by Local, State and Federal Regulations to perform the following Basic Service Tasks for Water Plant, Water Distribution System, Wastewater Collections System, and Meter Reading as part of the Basic Services Fees at no additional cost to District.

Operator shall also maintain a communications capability on a twenty-four (24) hour basis each calendar day to satisfy the usual or emergency situations concerning the operations of the District & respond to any emergency or disruption of service within one and a half (1.5) hour from time of notice at no additional cost to District.

WATER PLANT & WATER DISTRIBUTION SYSTEM OPERATION BASIC SERVICE TASKS

<u>Water Wells & Storage</u>	<u>Frequency of Action</u>
Check/Refill Well Oil Reservoir	Daily (Lubricant Cost is NOT Included)
Record Well ETMs & Run Times	Daily
Record Storage Tank Level	Daily
Exercise Well	Daily
Record Well Flow Meter Readings	Daily
Check Well Flow Rate	Weekly
Lubricate Well Unit	Manufacturer's O&M (Lubricant Cost is NOT Included)
 <u>Pressure Maintenance System</u>	 <u>Frequency of Action</u>
Record System Pressure	Daily
Record Booster Pump ETMs and Run Times	Daily
Exercise Booster Pumps	Daily
Record Air Compressor ETM & Run Time	Daily
Exercise Air Compressor	Daily
Check Hydro Tank Air/Water Level	Daily
Lubricate Booster Pumps	Manufacturer's O&M (Lubricant Cost is NOT Included)
Lubricate Air Compressor	Manufacturer's O&M (Lubricant Cost is NOT Included)
 <u>Disinfection System</u>	 <u>Frequency of Action</u>
Record Disinfectant Feed Rate, Scale Weight/Volume & Usage	Daily
Residuals in GST & Distribution System	

Check Disinfection System for Proper Operation and Leaks	Daily (Repair Costs are NOT Included)
Change/Refill Disinfectant	As Required (Chemical Cost is NOT Included)
Check Polyphosphate Usage	Daily
Coordinate Chemical Orders/Deliveries	As Required
<u>Electrical System</u>	<u>Frequency of Action</u>
Check Status of Control System	Daily
Replace Burnt Out Panel/Fixture Bulbs	As Required (Cost of Bulbs are NOT Included)
Test Autodialer	Weekly
Exercise Standby Generator (witnessed)	Weekly
<u>General</u>	<u>Frequency of Action</u>
Routine Bacteriological Sample Collections	As Required (Lab Charges are NOT Included)
Trash Pick-Up	Weekly (Mowing is NOT Included)
Inspect Perimeter Fence	Weekly
<u>Water Distribution System</u>	<u>Frequency of Action</u>
Drive District Looking For Leaks, Missing Meter Box/Valve Box Lids, Construction, Etc.	Monthly
Flush Fire Hydrants	Minimum of once per year (Not Included in Base Monthly Fee)
<u>Administrative</u>	<u>Frequency of Action</u>
Respond to All Inquiries from District Directors, Consultants, & Customers	As Required
Prepare and Present Operation Report at Board Meeting	Monthly
Keep & Maintain Regulatory and Process Records	As Required (Labor, Equipment, Materials and/or Subcontractor Invoices for Unscheduled Regulatory Responses or Reporting is NOT Included)
Prepare Monthly, Quarterly and Annual Regulatory Reports,	As Required

**WASTEWATER TREATMENT PLANT/LIFT
STATION & WASTEWATER COLLECTION
SYSTEM OPERATION BASIC SERVICE TASKS**

<u>Lift Station</u>	<u>Frequency of Action</u>
Record Lift Pump ETM & Run Times	3 times per week
Exercise Lift Pumps	3 times per week
Check Automated Control System	3 times per week
Visual Check of Wet Well Level	3 times per week
<u>Headworks</u>	<u>Frequency of Action</u>
Clean Fine Screen	Daily
Coordinate Screenings Dumpster Service	As Required (Dumpster Costs are NOT Included)
<u>Biological Process</u>	<u>Frequency of Action</u>
Sample & Record SV 30	3 X/Week
Adjust Air Valves to Maintain Proper Aeration & Mixing	As Required
Waste Sludge & Record Quantities	As Required
Check Condition of Blowers	Daily
Record Blower ETMs	Daily
Check/Clean Blower Inlet Filters	Monthly
Lubricate Blower Units	Manufacturer's O&M (Lubricant Cost is NOT Included)
<u>Clarifier/Solids Separation</u>	<u>Frequency of Action</u>
Check & Adjust RAS Airlift Flow Rate	Daily
Check Weirs, Stilling Well & Scum Trough	Weekly
Check Clarifier Torque/Overload	Daily
Lubricate Clarifier Unit	Manufacturer's O&M (Lubricant Cost is NOT Included)
<u>Disinfection System</u>	<u>Frequency of Action</u>
Record Disinfectant Feed Rate, Scale Weight/Volume & Usage	Daily
Measure & Record Free Chlorine Residual In Effluent	Daily
Check Disinfection System for Proper Operation and Leaks	Daily (Repair is NOT Included)
Change/Refill Disinfectant Storage	As Required (Chemical Cost is NOT Included)
Coordinate Chemical Order/Deliveries	As Required
<u>Flow Metering System</u>	<u>Frequency of Action</u>
Record Effluent Flow Meter Totalizer Reading and Discharge Volume	Daily

Replace/Reset Flow Meter Charts/Pens	As Required (Charts/Pens are NOT Included)
Remove Floatables from Chlorine Basin	As Required

Solids Handling

Sample & Record SV30	<u>Frequency of Action</u> 3 per week
Adjust Air Valves to Maintain Proper Aeration & Mixing	As Required
Supernate Digester	As Required
Coordinate Sludge Hauling	As Required (Sludge Hauling Cost is NOT Included)

Electrical System

Check Status of Control System	<u>Frequency of Action</u> Daily
Replace Burnt Out Panel/Fixture Bulbs	As Required (Cost of Bulbs are NOT Included)
Exercise Standby Generator	Weekly
Exercise Standby Generator Under Load (4Hrs Min.)	Monthly

General

Routine Compliance and Process Sample Collection	<u>Frequency of Action</u> As Required (Lab Charges are NOT Included)
Trash Pick-Up	Weekly (Mowing is NOT Included)
Inspect Perimeter Fence	Weekly

Wastewater Collection System

Drive District Looking for Sinkholes, Missing Manhole Covers, Construction, etc.	<u>Frequency of Action</u> Monthly
--	---------------------------------------

Administrative

Respond to Inquiries from District Directors, Consultants, & Customers	<u>Frequency of Action</u> As Required
Prepare and Present Operation Report at Board Meeting	Monthly
Keep & Maintain Regulatory and Process Records	As Required (Labor, Equipment, Materials and/or Subcontractors Invoices for Unscheduled Regulatory Responses or Reporting is NOT Included)
Prepare and Submit Monthly, Quarterly And Annual Regulatory Reports to Agencies	As Required



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Les Rumburg

Department: Public Services

Agenda item: 10f

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving expenditures by Municipal Operations and Consulting, Inc., (MOC) for the provision of Water and Wastewater administration and oversight for February, March, and April, 2017, in the amount of \$71,201.21, to meet emergency needs of public health, safety, and welfare.

X

Attachments for Reference

1. Spreadsheet of Expenditures
2. Copies of invoices

STAFF BRIEFING:

- When the City's Water/Wastewater Supervisor unexpectedly walked off the job in February, Municipal Operations and Consulting (MOC) was contacted to assume operations.
- Texas Commission on Environmental Quality (TCEQ -the permitting authority of operations for the City), has requirements that certain levels of Water and Wastewater licensing be available at all times – with the departure of the current license-holder, the City was left short of the required level.
- MOC responded the next day providing the City with the requisite licenses and immediately began to analyze operations while maintaining the operations of facilities.
- In the process, MOC determined deficiencies in the facilities they were operating; some of which were potentially impactful to the City's permits for operations through TCEQ.
- Additionally, during this time, the City was witness to many unusual events that MOC was capable of taking charge of and effectively managing on behalf of the City.
- Included, but not limited to, these issues are: returning City back from a Gulf Coast Water Authority-initiated "free burn", failure of the chlorination injection system at the Kirby Street water plant, additional assistance required with the enhancements at the Wastewater Treatment Plant, issues at a number of lift stations, and issues related to the City's elevated storage facilities.
- Additionally, through the oversight of MOC, needed modifications/repairs were made.
- Expenditures were discussed with the Finance Director for available funds.

HISTORY:

- 02/2017 – Water/Wastewater Superintendent leaves position with no advance notification
- 02/2017 – MOC responded next day
- 02/05/2017 – MOC provides personnel with appropriate licenses to City
- 02/05/2017 – MOC takes leadership role in addressing emergency issues

TARGET IMPLEMENTATION: 02/2017 – 04/2017 invoice periods



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

February thru April of 2017

ACTION:

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

Cost Details:	
Budgeted	\$135,000.00
Actual Bid	
Actual Expenditure	\$71,201.21
Acct. Name(s)	Dept 24 Professional Fees Rep./Maint – WWTP Rep./Maint – Wells Rep./Maint – Lift Stations
Line Items #	02-4040-24-00 02-3010-24-00 02-3011-24-00 02-3012-24-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve expenditures by Municipal Operations and Consulting, Inc., (MOC) for the provision of Water and Wastewater administration and oversight for February, March, and April, 2017, in the amount of \$71,201.21, to meet emergency needs of public health, safety, and welfare.

FISCAL IMPACT: \$71,201.21 of \$135,000.00 budgeted funds

BOOK KEEPER INVOICE LOG -City of La Marque**February 2017**

INV. DATE	INVOICE #	VENDOR	SERVICE/ MDSE.	AMOUNT
4/27/17	645	Municipal Operations	District Operations	\$ 17,627.08
2/28/17	14235	G-M Inspection Services	Repairs and Maintenance	\$ 450.00

2/14 - 2/28

MUNICIPAL OPERATIONS & CONSULTING, INC.

27316 SPECTRUM WAY
OAK RIDGE, TX 77385
281-367-5511

1825 N MASON RD
KATY, TX 77449
281-347-8686

INVOICE

Date: April 27, 2017

Invoice #: 645

To: The City of La Marque

Billing Period: February, 2017

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
Feb		<u>Operations</u>					
		Basic Monthly Fees:					
		Sewage Treatment Plant, Water Treatment Plant and Lift Station					\$ 7,800.00
		Door Tags		0	\$ 10.00		\$ -
		Total Operations					\$ 7,800.00
		<u>Administration</u>					
		Postage					\$ -
		Facsimiles (Cust./TCEQ/Egn./billing)		0	\$ 2.00		\$ -
		Copies (Cust./TCEQ/Egn./billing)		0	\$ 0.15		\$ -
2/14		Met with Public Works director and city manager to discuss MOC responsibilities and contract.	Officer	3	\$ 125.00	\$ 375.00	
			Truck	3	\$ 18.00	\$ 54.00	\$ 429.00
2/14		Met with Public Works director and city manager to discuss contract and scope of work. Sent TCEQ signatory forms via mail.	Compliance Assistant	5.5	\$ 60.00	\$ 330.00	
			Fee			\$ 28.55	\$ 358.55
2/15		Faxed and sent SSO report.	Compliance Assistant OT	1	\$ 90.00	\$ 90.00	\$ 90.00
2/21		Prepared and sent to unauthorized discharge reports to TCEQ.	Compliance Assistant	1	\$ 60.00	\$ 60.00	
		Faxed Region 12 and mailed to TCEQ Austin.	Compliance Assistant OT	0.5	\$ 90.00	\$ 45.00	
			Fee			\$ 7.22	\$ 112.22
		Total Administration					\$ 989.77

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/14		<u>Water Treatment Plant</u>					
		Scada shown low level GST GCWA valve not open went out and manually opened valve and reset.	Foreman	2	\$ 55.00	\$ 110.00	
			Truck	2	\$ 18.00	\$ 36.00	\$ 146.00
2/22		Went out with contractor to test well register and flow.	Foreman	2.5	\$ 55.00	\$ 137.50	
			Truck	2.5	\$ 18.00	\$ 45.00	\$ 182.50
		Total Water Treatment Plant				\$ 328.50	
		<u>Inspections</u>					
		Residential sewer tap inspection		0	\$ 50.00		\$ -
		Commercial sewer tap inspection		0	\$ 100.00		\$ -
		Pre Lot inspection		0	\$ 40.00		\$ -
		Post Lot inspection		0	\$ 40.00		\$ -
		Customer service inspection		0	\$ 60.00		\$ -
		Commercial Customer service inspection		0	\$ 100.00		\$ -
		Total Inspections					\$ -
2/8		<u>Sewer Treatment Plant</u>					
		Met board member, Public Works director, and staff at facility. Got a handle on situations and operations.	Foreman	3.5	\$ 55.00	\$ 192.50	
			Truck	3.5	\$ 18.00	\$ 63.00	\$ 255.50
2/8		Walkthrough facility, and 3 offside lift stations, troubleshoot problems and made necessary adjustments.	Compliance Assistant	3	\$ 60.00	\$ 180.00	
			Compliance Asst. OT	0.5	\$ 90.00	\$ 48.60	
			Truck	3.5	\$ 18.00	\$ 63.72	\$ 292.32
2/17		Reviewed documents at facility, got an action plan together	Compliance Assistant	8	\$ 60.00	\$ 480.00	
		and made necessary phone calls to schedule contractors.	Compliance Assistant OT	2	\$ 90.00	\$ 180.00	
		Drove district looks for SSO and to look into manholes along Bayou to make sure there was no blockage.	Truck	10	\$ 18.00	\$ 180.00	\$ 840.00
2/20		Monitored rain flow, made adjustments at facilities to maintain peak flow.	Foreman	3	\$ 55.00	\$ 165.00	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	4	\$ 18.00	\$ 72.00	\$ 319.50

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/22		Met with Public Works director regarding work at facility; along with an SSO on the force main that needs to be repaired. Talked with him about Gulf Coast Water Authority problems and accountability issues in the City.	Compliance Assistant	5.5	\$ 60.00	\$ 330.00	\$ 429.00
			Truck	5.5	\$ 18.00	\$ 99.00	
2/22		Contacted contractor regarding plant #2 draining issue.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50
			Truck	2.5	\$ 18.00	\$ 45.00	
2/22		Met contractor and assisted with installation of 2 regulators at STP.	Foreman	2	\$ 55.00	\$ 110.00	\$ 246.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3	\$ 18.00	\$ 54.00	
2/23		Met contractor regarding aeration clean out. Set up bypass pump incase of heavy rain event while aeration 1 is down.	Compliance Assistant	5	\$ 60.00	\$ 300.00	\$ 390.00
			Truck	5	\$ 18.00	\$ 90.00	
2/23		Met with contractor to empty aeration #2.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
2/24		Tested pump.	Foreman	4.5	\$ 55.00	\$ 247.50	\$ 328.50
			Truck	4.5	\$ 18.00	\$ 81.00	
2/27		Multiple discussions with C & R Wastewater regarding aeration basin removal and cleaning out protocol of basin.	Officer	3	\$ 125.00	\$ 375.00	\$ 429.00
			Truck	3	\$ 18.00	\$ 54.00	
		Total Sewer Plant				\$ 3,822.32	
		<u>Lift Station</u>					
2/9		Investigated problem with pump and did walkthrough. Purchased chemicals for facility use; DPD free Ammonia	Compliance As	6	\$ 60.00	\$ 360.00	\$ 607.00
			Truck	6	\$ 18.00	\$ 108.00	
			Materials			\$ 139.00	
2/13		Malfunctioning bubbler system; pumps not pumping on auto. Made adjustments and monitored pumping cycles.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
2/13		Pumped down sewer and pulled pumps to remove rags.	Foreman	4.5	\$ 55.00	\$ 247.50	\$ 328.50
			Truck	4.5	\$ 18.00	\$ 81.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/14		Pumps not lifting sewer, guard rail broken by the City crew during maintenance. Rent pump to create bypass to pump sewer. LS now running on emergency pump.	Foreman	7	\$ 55.00	\$ 385.00	\$ 611.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	8	\$ 18.00	\$ 144.00	
2/14		Met contractor to bottom clean facility.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
2/14		Pumped down sewer and repaired guard rail for pump #2.	Foreman	8	\$ 55.00	\$ 440.00	\$ 584.00
2/15		Installed pump #2. Contacted electrical contractor.	Truck	8	\$ 18.00	\$ 144.00	
2/17		Hathaway LS running overtime, but not pumping sewer, rags in the pump, took down pump, and removed rags. Changed drive belt, cover, and reprimed pump. Now normal.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
2/21		Facility not running or pumping; backwashed, and reset pumps. Pumped down sewer.	Foreman	5	\$ 55.00	\$ 275.00	\$ 465.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	6	\$ 18.00	\$ 108.00	
2/23		High level wet well; pumps not working. Bubbler system failed, reset, backwashed pumps. Checked bubbler air feed.	Foreman	2	\$ 55.00	\$ 110.00	\$ 246.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3	\$ 18.00	\$ 54.00	
2/23		Monitored force main repairs at Oaks and Shady Ln. Isolated LS at Hwy 3 and Cedar and Shady Ln. LS. Monitored we wells at lift stations.	Foreman	2	\$ 55.00	\$ 110.00	\$ 146.00
			Truck	2	\$ 18.00	\$ 36.00	
		Total Lift Station				\$ 3,682.50	
		<u>Sewer Collection System</u>					
Feb		Grease Trap Inspections		0	\$ 60.00		\$ -
2/15	Main St & Oleander	Located empty manhole; called in vector to clear blockage.	Foreman	2	\$ 55.00	\$ 110.00	\$ 146.00
			Truck	2	\$ 18.00	\$ 36.00	
2/16	Main St & Little St.	Investigated reported sewer back up; jetted manhole.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	

Date	Category	Work Description	Material / Labor Cost				Total
2/16	FM 2004 & FM 1765 at Valero	Investigated reported storm sewer back up; no issue.	Labor / Equip	Quantity	Rate	Amount	\$ 201.00
			Foreman OT	2	\$ 82.50	\$ 165.00	
			Truck	2	\$ 18.00	\$ 36.00	
2/20	Oak & Hathaway	Investigated reported storm sewer backup; no issue.	Foreman	2	\$ 55.00	\$ 110.00	\$ 146.00
			Truck	2	\$ 18.00	\$ 36.00	
2/20	Scoot & Bayou	Investigated reported sewer back up; charged manholes.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
		Total Sewer Collection System			\$	1,004.00	
		INVOICE TOTAL				\$	17,627.08



G-M Inspection Services, INC.
P. O. Box 690309
Houston, Texas 77269-0309

Invoice

Date	Invoice #
2/28/2017	14235

Bill To
Municipal Operators & Consulting Attn: Accounts Payable P. O. Box 1689 Spring, Texas 77383-1689

Ship To
City of La Marque Well #1 & #2 Test Date 02/21/17

P.O. No.	Terms
	Net 30 Days

Item	Quan...	Description	Rate	Amount
6020	2	Furnish technician and equipment to complete meter accuracy and/or calibration certification	225.00	450.00
Phone #		E-mail	Total \$450.00	
281-894-8971		office@g-mservices.com		

BOOK KEEPER INVOICE LOG -City of La Marque

March 2017

INV. DATE	INVOICE #	VENDOR	SERVICE/ MDSE.	AMOUNT
4/27/17	646	Municipal Operations	District Operations	\$ 26,437.93

3/1 - 3/30

MUNICIPAL OPERATIONS & CONSULTING, INC.

27316 SPECTRUM WAY
OAK RIDGE, TX 77385
281-367-5511

1825 N MASON RD
KATY, TX 77449
281-347-8686

INVOICE

Date: April 27, 2017

Invoice #: 646

To: The City of La Marque

Billing Period: March, 2017

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
Mar		<u>Operations</u>					
		Basic Monthly Fees:					
		Sewage Treatment Plant, Water Treatment Plant and Lift Station					\$ 7,800.00
		Door Tags		0	\$ 10.00		\$ -
		Total Operations					\$ 7,800.00
		<u>Administration</u>					
		Postage					\$ -
		Facsimiles (Cust./TCEQ/Egn./billing)		0	\$ 2.00		\$ -
		Copies (Cust./TCEQ/Egn./billing)		0	\$ 0.15		\$ -
3/6		Water use survey.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
							\$ 122.50
3/14		Homeland security update.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
							\$ 122.50
3/15		Rode district to see all facilities and evaluate system and employee	Compliance Assistant	8	\$ 60.00	\$ 480.00	
		operations to determine what needs to be focus of staff training.	Compliance Assistant OT	0.5	\$ 90.00	\$ 45.00	
		Met with Public Works director to discuss issues.	Truck	8.5	\$ 18.00	\$ 153.00	
			Food			\$ 65.45	
							\$ 743.45
3/30		Homeland security update for water treatment plant.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
							\$ 122.50
		Total Administration					\$ 1,110.95

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
		<u>Water Treatment Plant</u>					
2/27	WTP 6	Met and assisted contractor with meter certification.	Foreman	1	\$ 55.00	\$ 55.00	
			Truck	1	\$ 18.00	\$ 18.00	\$ 73.00
3/2		Picked up drip oil.	Foreman	2	\$ 55.00	\$ 110.00	
			Truck	2	\$ 18.00	\$ 36.00	\$ 146.00
3/9	WTP 5	Investigated reported low pressure; no issues.	Foreman	3	\$ 55.00	\$ 165.00	
			Truck	3	\$ 18.00	\$ 54.00	\$ 219.00
3/13		Went to interconnect sites to determine how to adjust pressure and water flow.	Compliance Ast	3	\$ 60.00	\$ 180.00	
			Truck	3	\$ 18.00	\$ 54.00	\$ 234.00
3/22	Kirby WTP	Training at Kirby water treatment plant.	Foreman	1.5	\$ 55.00	\$ 82.50	
			Truck	1.5	\$ 18.00	\$ 27.00	\$ 109.50
3/24	Kirby WTP	Manually added chemicals to archive residual.	Foreman	3.5	\$ 55.00	\$ 192.50	
			Truck	3.5	\$ 18.00	\$ 63.00	\$ 255.50
3/28	Kirby WTP	Balanced total chlorine and ammonia.	Foreman	1	\$ 55.00	\$ 55.00	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	2	\$ 18.00	\$ 36.00	\$ 173.50
3/29		Monitored residual.	Foreman	1.5	\$ 55.00	\$ 82.50	
			Truck	1.5	\$ 18.00	\$ 27.00	\$ 109.50
3/30		Emptied GST.	Foreman	2	\$ 55.00	\$ 110.00	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3	\$ 18.00	\$ 54.00	\$ 246.50
		Total Water Treatment Plant				\$ 1,566.50	
		<u>Inspections</u>					
		Residential sewer tap inspection		0	\$ 50.00		\$ -
		Commercial sewer tap inspection		0	\$ 100.00		\$ -
		Pre Lot inspection		0	\$ 40.00		\$ -
		Post Lot inspection		0	\$ 40.00		\$ -
		Customer service inspection		0	\$ 60.00		\$ -
		Commercial Customer service inspection		0	\$ 100.00		\$ -
		Total Inspections					\$ -

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
		<u>Sewer Treatment Plant</u>					
2/23		Set up pumps on-site for aeration #2 clean up.	Foreman	1	\$ 55.00	\$ 55.00	\$ 173.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	2	\$ 18.00	\$ 36.00	
3/1		Met and assisted contractor to plug up inform from aeration to the clarifier, pumps down clarifier below level, inserted and inflated plug.	Foreman	5.5	\$ 55.00	\$ 302.50	\$ 401.50
			Truck	5.5	\$ 18.00	\$ 99.00	
3/3		Tested phone line; not working. AT&T will repair Monday. Put in temporary phone card to autodialer. Monitored C & R progress.	Compliance Assistant	2	\$ 60.00	\$ 120.00	\$ 156.00
			Truck	2	\$ 18.00	\$ 36.00	
3/4		Purchased diesel cans and diesel for bypass pump in preparation for storms.	Compliance Assistant	0.5	\$ 60.00	\$ 30.00	\$ 113.38
			Truck	0.5	\$ 18.00	\$ 9.00	
			Materials			\$ 74.38	
3/5		Met contractor to install two automatic dollars. peak flow.	Officer	0.5	\$ 125.00	\$ 62.50	\$ 71.50
			Truck	0.5	\$ 18.00	\$ 9.00	
3/5		Rain event went out to control flow, pump down clarifier, monitor aeration and lift stations.	Foreman	8	\$ 55.00	\$ 440.00	\$ 904.25
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Compliance Assistant OT	2.5	\$ 90.00	\$ 225.00	
			Truck	11	\$ 18.00	\$ 198.00	
3/6		Rain event went out to control flow, pump down clarifier, monitor aeration and lift stations.	Foreman	8	\$ 55.00	\$ 440.00	\$ 1,950.50
			Foreman OT	5	\$ 82.50	\$ 412.50	
			Compliance Assistant OT	8	\$ 90.00	\$ 720.00	
			Truck	21	\$ 18.00	\$ 378.00	
3/6		Met assistant electrician and assisted with repair and reprogram of blower's smart meter. Blower #5 now running.	Foreman	4.5	\$ 55.00	\$ 247.50	\$ 378.75
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	5	\$ 18.00	\$ 90.00	
3/7		Met electrician to repair and reprogram blower's smart meter. Everything okay now.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 283.00
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3.5	\$ 18.00	\$ 63.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
3/6		Rain event went out to control flow, pump down clarifier, monitor aeration and lift stations.	Foreman	4.5	\$ 55.00	\$ 247.50	\$ 579.75
			Foreman OT	2.5	\$ 82.50	\$ 206.25	
			Truck	7	\$ 18.00	\$ 126.00	
3/6		Rain event went out to control flow, pump down clarifier, monitor aeration and lift stations.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
3/8		Installed autodialers at 6th street lift station. Met contractor at facility along with Public Works director.	Compliance Assistant	6	\$ 60.00	\$ 360.00	\$ 468.00
			Truck	6	\$ 18.00	\$ 108.00	
3/9		Additional process control. Monitored and collected samples for lab.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 360.75
			Foreman OT	2.5	\$ 82.50	\$ 206.25	
			Truck	4	\$ 18.00	\$ 72.00	
3/9		Met with C & R to discuss plans to take down plant #1 and sludge removal.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
3/9		Additional process control. Monitored and collected samples for lab.	Foreman OT	2.5	\$ 82.50	\$ 206.25	\$ 251.25
			Truck	2.5	\$ 18.00	\$ 45.00	
3/13		Worked with contractor in regards to pump #1 replacement at lift station 15.	Officer	0.5	\$ 125.00	\$ 62.50	\$ 71.50
			Truck	0.5	\$ 18.00	\$ 9.00	
3/13		Worked at facility with staff and clerical work in office at facility.	Compliance Assistant	3	\$ 60.00	\$ 180.00	\$ 234.00
			Truck	3	\$ 18.00	\$ 54.00	
3/20		Troubleshoot electrical in blower #2, contacted contractor.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
3/20		Met with contractor regarding aeration and blower start up SCADA system start up meeting cancelled.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
3/22		Additional process control.	Foreman	3.5	\$ 55.00	\$ 192.50	\$ 255.50
			Truck	3.5	\$ 18.00	\$ 63.00	
3/22		Blower #4 tripping, cleaned and replaced filter, added oil, reset blower. Blowers show surge indicator. Contacted electrician.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
3/23		Checked on plant construction talk with contractor. Worked on office reporting and looking through records.	Compliance Assistant	3	\$ 60.00	\$ 180.00	\$ 396.00
			Compliance Assistant OT	1.5	\$ 90.00	\$ 135.00	
			Truck	4.5	\$ 18.00	\$ 81.00	
3/23		Additional process control. Monitored and collected samples for lab.	Foreman	8	\$ 55.00	\$ 440.00	\$ 835.25
			Foreman OT	2.5	\$ 82.50	\$ 206.25	
			Truck	11	\$ 18.00	\$ 189.00	
3/24		Additional process control. Monitored and collected samples for lab.	Foreman	5	\$ 55.00	\$ 275.00	\$ 867.50
			Foreman OT	5	\$ 82.50	\$ 412.50	
			Truck	10	\$ 18.00	\$ 180.00	
3/27		Replaced filter.	Foreman	2	\$ 55.00	\$ 110.00	\$ 146.00
			Truck	2	\$ 18.00	\$ 36.00	
3/27		Additional process control.	Foreman	3.5	\$ 55.00	\$ 192.50	\$ 356.00
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	4.5	\$ 18.00	\$ 81.00	
3/30		Met with contractor regarding new blower start-up and fine bubble test. Investigated issues at Kirby and drained GST.	Compliance Assistant	5.5	\$ 60.00	\$ 330.00	\$ 429.00
			Truck	5.5	\$ 18.00	\$ 99.00	
3/30		Met contractor to test fine air installations in plant #2.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50
			Truck	2.5	\$ 18.00	\$ 45.00	
		Total Sewer Plant				\$ 10,887.38	
		<u>Lift Station</u>					
2/27		Contacted contractor to mark lines for auto dialer installation and evaluation.	Foreman	2	\$ 55.00	\$ 110.00	\$ 196.25
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	2.5	\$ 18.00	\$ 45.00	
2/28		Isolated main so contractor can make repairs on facility. Also found that the pump is not running in auto, cleaned floats, removed tags and grease from floats; now running in auto.	Foreman	2	\$ 55.00	\$ 110.00	\$ 296.75
			Foreman OT	1.5	\$ 82.50	\$ 123.75	
			Truck	3.5	\$ 18.00	\$ 63.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/28		Pump tripping multiple times. Went out and ran pump in reverse to remove rags. Pumping amperage back to normal.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50
			Truck	2.5	\$ 18.00	\$ 45.00	
3/1		Spoke with contractor and board member concerning quote for rehab of facility.	Compliance Assistant	0.5	\$ 60.00	\$ 30.00	\$ 93.00
			Compliance Assistant OT	0.5	\$ 90.00	\$ 45.00	
			Truck	1	\$ 18.00	\$ 18.00	
3/2		Tested new autodialer at facility.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50
			Truck	2.5	\$ 18.00	\$ 45.00	
3/2		Facility running on auto; high level wet well, switched fish pumps.	Foreman	1	\$ 55.00	\$ 55.00	\$ 73.00
			Truck	1	\$ 18.00	\$ 18.00	
3/2		Call out float issues; adjusted floats on facility.	Foreman OT	4.5	\$ 82.50	\$ 371.25	\$ 452.25
			Truck	4.5	\$ 18.00	\$ 81.00	
3/3		Pumped down facility. Purchased materials to repair pump wire. Repaired guide rail system for pump #1 and 3. Now normal.	Compliance Assistant	5	\$ 60.00	\$ 300.00	\$ 414.34
			Truck	5	\$ 18.00	\$ 90.00	
			Materials			\$ 24.34	
3/3		Repaired broken guard rail and tested lift pump #2 at LS 3 and Cedar.	Foreman	6.5	\$ 55.00	\$ 357.50	\$ 524.75
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	7	\$ 18.00	\$ 126.00	
3/8		Met and assisted contractor in repairing electrical panel.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
3/8		Isolated facility to inspect sewer manholes.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
3/9		Pulled pump #2 and sent for repairs.	Foreman	3.5	\$ 55.00	\$ 192.50	\$ 255.50
			Truck	3.5	\$ 18.00	\$ 63.00	
3/10		Checked lift station and adjusted floats.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
3/14		Picked up lift pump and gave to electrician to re-install at Mach 45 LS.	Compliance Assistant	4	\$ 60.00	\$ 240.00	\$ 312.00
			Truck	4	\$ 18.00	\$ 72.00	
3/21		Purchased check valves. For Mach 45 LS.	Compliance Assistant	2	\$ 60.00	\$ 120.00	\$ 1,091.00
			Truck	2	\$ 18.00	\$ 36.00	
			Material			\$ 935.00	
3/29		Pumps not running on auto; cleaned floats. Now normal.	Foreman OT	0.5	\$ 82.50	\$ 41.25	\$ 50.25
			Truck	0.5	\$ 18.00	\$ 9.00	
3/30		Pump not running in auto; greased floats, removed rags, reprimed pump.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
3/30		Cleaned and adjusted floats.	Foreman	1	\$ 55.00	\$ 55.00	\$ 73.00
			Truck	1	\$ 18.00	\$ 18.00	
		Total Lift Station				\$ 4,963.59	
		<u>Sewer Collection System</u>					
March		Grease Trap Inspections		0	\$ 60.00		\$ -
3/7	Cedar	Investigated manhole flow; flow is good.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
		Total Sewer Collection System				\$ 109.50	
		INVOICE TOTAL				\$	26,437.93

BOOK KEEPER INVOICE LOG -City of La Marque**April 2017**

INV. DATE	INVOICE #	VENDOR	SERVICE/ MDSE.	AMOUNT
5/1/17	647	Municipal Operations	District Operations	\$ 15,636.45
3/25/17	52344	Source Point Solutions	Repairs and Maintenance	\$ 3,249.75
4/11/17	20785	STP Services	Repairs and Maintenance	\$ 5,500.00
4/18/17	32423	Chlorinator Maintenance	Repairs and Maintenance	\$ 2,300.00

4/1 - 4/30

11,049.75

MUNICIPAL OPERATIONS & CONSULTING, INC.

27316 SPECTRUM WAY
OAK RIDGE, TX 77385
281-367-5511

1825 N MASON RD
KATY, TX 77449
281-347-8686

INVOICE

Date: May 1, 2017

Invoice #: 647

To: The City of La Marque

Billing Period: April, 2017

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
Apr		<u>Operations</u>					
		Basic Monthly Fees:					
		Sewage Treatment Plant, Water Treatment Plant and Lift Station					\$ 7,800.00
		Door Tags		0	\$ 10.00		\$ -
		Total Operations					\$ 7,800.00
		<u>Administration</u>					
		Postage					\$ -
		Facsimiles (Cust./TCEQ/Egn./billing)		0	\$ 2.00		\$ -
		Copies (Cust./TCEQ/Egn./billing)		0	\$ 0.15		\$ -
4/3		Met with board member concerning Texas Workforce meeting for Jason Hubbell. Jason no showed.	Compliance Assistant	4	\$ 60.00	\$ 240.00	
			Truck	4	\$ 18.00	\$ 72.00	
							\$ 312.00
4/11		Prepared and submitted 1st quarter DLQOR.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
			Fees			\$ 62.00	
							\$ 184.50
4/12		Met with board member regarding reports that need to be completed.	Compliance Assistant	2	\$ 60.00	\$ 120.00	
			Truck	2	\$ 18.00	\$ 36.00	
							\$ 156.00
4/18		Updated mailing address with DMR QA coordinator and sent information to lab study.	Compliance Assistant	1	\$ 60.00	\$ 60.00	
							\$ 60.00
4/21		Prepared and submitted DMR.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
							\$ 122.50

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
4/21		Prepare and submit Bio-monitoring DMR.	Officer	0.5	\$ 125.00	\$ 62.50	\$ 122.50
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
		Total Administration				\$ 957.50	
		<u>Water Treatment Plant</u>					
4/1		Spoke with Public Works director and Gulf Coast Water Authority regarding beginning the free burn. People on dialysis were notified on Wednesday and automated phone calls to be done.	Compliance Assistant	2	\$ 60.00	\$ 120.00	\$ 156.00
			Truck	2	\$ 18.00	\$ 36.00	
3/31		Emptied GST.	Foreman	0.5	\$ 55.00	\$ 27.50	\$ 36.50
			Truck	0.5	\$ 18.00	\$ 9.00	
4/3	Kirby WTP	Checked free residual and set up meeting with SCADA guys to come and make adjustments to PLC.	Compliance Assistant	2.5	\$ 60.00	\$ 150.00	\$ 195.00
			Truck	2.5	\$ 18.00	\$ 45.00	
4/3	Kirby WTP	Monitored GST level and residual.	Foreman	2	\$ 55.00	\$ 110.00	\$ 296.75
			Foreman OT	1.5	\$ 82.50	\$ 123.75	
			Truck	3.5	\$ 18.00	\$ 63.00	
4/4	Kirby WTP	Adjusted pressure to make plant run more.	Foreman	1	\$ 55.00	\$ 55.00	\$ 123.25
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	1.5	\$ 18.00	\$ 27.00	
4/5		Made adjustments on well and booster pumps to regulate PSI.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
4/10	Kirby WTP & 1764 WTP	Sync pressure between facilities.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
		Total Water Treatment Plant				\$ 1,318.50	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
		<u>Inspections</u>					
		Residential sewer tap inspection		0	\$ 50.00		\$ -
		Commercial sewer tap inspection		0	\$ 100.00		\$ -
		Pre Lot inspection		0	\$ 40.00		\$ -
		Post Lot inspection		0	\$ 40.00		\$ -
		Customer service inspection		0	\$ 60.00		\$ -
		Commercial Customer service inspection		0	\$ 100.00		\$ -
		Total Inspections					\$ -
		<u>Sewer Treatment Plant</u>					
3/3		Scheduled installation of 18" plug for transfer line between clarifier #1 and aeration #1.	Compliance Assistant OT	0.5	\$ 90.00	\$ 45.00	
			Truck	0.5	\$ 18.00	\$ 9.00	\$ 54.00
4/5		Monitored and collected lab samples for additional process control.	Foreman	6	\$ 55.00	\$ 330.00	
			Foreman OT	2.5	\$ 82.50	\$ 206.25	
			Truck	8.5	\$ 18.00	\$ 153.00	\$ 689.25
4/7		Set in place procedures for sampling and checking on plants. Made changes to Kirby facility to get it to start pumping.	Compliance Assistant	3	\$ 60.00	\$ 180.00	
			Truck	3	\$ 18.00	\$ 54.00	\$ 234.00
4/12		Exercised bypass pump, removed plug from clarifier inflow making plant #2 read for start up.	Foreman	4	\$ 55.00	\$ 220.00	
			Foreman OT	1.5	\$ 82.50	\$ 123.75	
			Truck	5.5	\$ 18.00	\$ 99.00	\$ 442.75
4/13		Additional process control.	Foreman	2	\$ 55.00	\$ 110.00	
			Truck	2	\$ 18.00	\$ 36.00	\$ 146.00
4/14		Processed control, wasted, and monitored chlorine residual.	Foreman	3.5	\$ 55.00	\$ 192.50	
			Foreman OT	1.5	\$ 82.50	\$ 123.75	
			Truck	5	\$ 18.00	\$ 90.00	\$ 406.25
4/15		Additional process control.	Foreman	2	\$ 55.00	\$ 110.00	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3	\$ 18.00	\$ 54.00	\$ 246.50
		Total Sewer Plant					\$ 2,218.75

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
		<u>Lift Station</u>					
4/3		Lift station reported down; pumped ragged up and tripped, high level wet well. Reversed ran the pump; removed rags, reset pump and pumped down sewer.	Foreman	3.5	\$ 55.00	\$ 192.50	\$ 255.50
			Truck	3.5	\$ 18.00	\$ 63.00	
4/3		Checked level to make sure all okay; all normal.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
4/6		Purchased material for facility use; red dye.	Foreman	0.5	\$ 55.00	\$ 27.50	\$ 52.95
			Truck	0.5	\$ 18.00	\$ 9.00	
			Materials			\$ 16.45	
4/4		Checked back on wet well level; all okay.	Foreman	5.5	\$ 55.00	\$ 302.50	\$ 451.75
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	6	\$ 18.00	\$ 108.00	
4/5		Investigated vandalism at 2004 LS and filed police report.	Foreman	6.5	\$ 55.00	\$ 357.50	\$ 474.50
			Truck	6.5	\$ 18.00	\$ 117.00	
4/6		Met and assisted contractor to repair vandalism.	Foreman	6.5	\$ 55.00	\$ 357.50	\$ 474.50
			Truck	6.5	\$ 18.00	\$ 117.00	
4/10		Facility reported not running; pumped down sewer, cleaned floats, adjusted check valves. Pump #1 needs to be replaced.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
4/11		Checked LS backwash pumps and clean floats.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 172.50
			Truck	5	\$ 18.00	\$ 90.00	
4/11		Pump #1 not pumping, went out to troubleshoot; needs to be pulled for cleaning.	Foreman	1	\$ 55.00	\$ 55.00	\$ 73.00
			Truck	1	\$ 18.00	\$ 18.00	
4/11		Pump not pulling sewer. Backwashed pump, now okay.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50
			Truck	2.5	\$ 18.00	\$ 45.00	

Date	Category	Work Description	Material / Labor Cost				Total	
			Labor / Equip	Quantity	Rate	Amount		
4/11	Volney WTP	Pump #2 wires burnt. Went out and pulled pump for repairs.	Foreman	3	\$ 55.00	\$ 165.00	\$ 269.25	
			Foreman OT	0.5	\$ 82.50	\$ 41.25		
			Truck	3.5	\$ 18.00	\$ 63.00		
4/12		Facility not running; worked on pump and cleaned floats at Volney LS.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50	
			Truck	2.5	\$ 18.00	\$ 45.00		
4/11		Respond to high level wet well. Backwashed and pump down sewer and monitor sewer level.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 241.75	
			Foreman OT	0.5	\$ 82.50	\$ 41.25		
			Truck	3.5	\$ 18.00	\$ 63.00		
4/15		Picked up lift pump and gave to electrician to re-install at Volney LS.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50	
			Truck	1.5	\$ 18.00	\$ 27.00		
			Total Lift Station			\$ 3,341.70		
			<u>Sewer Collection System</u>					
			Total Sewer Collection System			\$ -		
			INVOICE TOTAL					\$ 15,636.45



SOURCE POINT SOLUTIONS[®], LLC.
"Utility Inspection, Imaging and Resources"

INVOICE

DATE
3/25/2017

INVOICE NUMBER
52344

****NEW MAILING ADDRESS: REMIT PAYMENT TO P.O. BOX 280, TOMBALL, TX 77377-0280****

BILL TO:

Municipal Operations & Consulting, Inc. - Spring
PO Box 1689
Spring, Texas 77383-1689

REFERENCE:

City of La Marque
City of La Marque WWTP

Pipe Plug Installation and Purchase

2611 Woodland St

TCEQ TRANSPORTER # 22479

PO NO.: 2198

TERMS: Net 30

REP: JS

MAIL DATE: 3/25/2017

Service Date	Item	Service Detail	Unit	Price	Amount
3/1/2017	1501	Pipe Plug Installation (2 man crew)	4.5	\$93.50	\$420.75
3/24/2017	1504	Pipe Plug Purchase - 18" x 24" w/ air lead	1.0	\$2829.00	\$2829.00

Disposal Manifests:

Thank you for your business

Tax Rate

SubTotal \$3,249.75
Sales Tax \$0.00
TOTAL \$3,249.75

Now Accepting MasterCard, Visa & American Express - A 4.35% processing fee will be added to all credit card purchases.

PLEASE REMIT PAYMENT TO:

P.O. BOX 280 • TOMBALL, TEXAS • 77377-0280 • TEL 281-370-9135 • FAX 281-370-5205

STP Services
P.O Box 24724
Houston, TX 77229
(713) 672-1447
STPServices@aol.com
TECL 19674

Invoice

Date	04/11/17
Invoice No.	20785
P.O.	2057
Location	LS #15

Bill To

City of La Marque
C/O Municipal Operation & Con
27316 Spectrum Way
Oak Ridge, TX 77385

Description	Quantity	Price	Amount
Job done 3/31/17			
Repaired Flygt 3152, 20 HP Lift Station Pump #1, including bearings, seals, rewinding motor, balance shaft and machine work, tested		5,500.00	5,500.00
RECEIVED APR 20 2017 BY:			

Regulated by the Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
Phone Number 1-800-803-9202, (512) 463-6599

Total \$5,500.00

CHLORINATOR MAINT.CO.,INC.

P. O. Box 1313
PASADENA, TEXAS 77501
phone (713) 472-1201
fax (713) 472-7717

INVOICE

DATE	INVOICE #
4/18/2017	32423

BILL TO
Municipal Operation Co. P. O. Box 1689 Accounts Payable Spring, Texas 77383

SHIP TO
City of LaMarque Cameron 832-797-2170 4/18/17

P.O. NO.	TERMS	SHIP VIA	PLUS TAX	TAX EXEMPT	TAXES DIRECT
3823		Our service			

QTY	ITEM	DESCRIPTION	PRICE	AMOUNT
1	Sta-Rite	1 HPS20E w/control panel installed at site	1,500.00	1,500.00
1	Rotameter	New Superior meter Panel 100 ppd installed at site	800.00	800.00
		Total \$2,300.00		
		Tax Exempt		
		Thanks for the Order		
RECEIVED APR 27 2017 BY:				

It's been a pleasure working with you!

Total \$2,300.00

Municipal Operations & Consulting, Inc.

Total Expenses Per Line Item	
02 4040 24 00	\$27,571.73
02 3010 24 00	\$20,178.20
02 3011 24 00	\$5,513.50
02 3012 24 00	\$17,937.79
	\$71,201.22

Itemized Invoice for February 2017

Operations/Administration Fees	
02 4040 24 00	\$9,793.77
Repairs & Maint - WWTP	
02 3010 24 00	\$3,822.32
Repairs & Maint - Wells	
02 3011 24 00	\$328.50
Repairs & Maint - Lift Station	
02 3012 24 00	\$4,132.50
	\$18,077.09

Itemized Invoice for March 2017

Operations/Administration Fees	
02 4040 24 00	\$9,020.46
Repairs & Maint - WWTP	
02 3010 24 00	\$10,887.38
Repairs & Maint - Wells	
02 3011 24 00	\$1,566.50
Repairs & Maint - Lift Station	
02 3012 24 00	\$4,963.59
	\$26,437.93

Itemized Invoice for April 2017

Operations/Administration Fees	
02 4040 24 00	\$8,757.50
Repairs & Maint - WWTP	
02 3010 24 00	\$5,468.50
Repairs & Maint - Wells	
02 3011 24 00	\$3,618.50
Repairs & Maint - Lift Station	
02 3012 24 00	\$8,841.70
	\$26,686.20



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Agenda item: 11a

Prepared by: Sussie Sutton

Reviewed by: Carol Buttler

Department: Development Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of a variance request as recommended by the Planning and Zoning Commission for front setbacks for Lots 31, 32, and 33 and part of lots 29, 30, 57 and 58 lying Northerly of Interstate 45 together with that portion of abandoned Wayne St. between said lots of Stafford's second addition to La Marque, a Subdivision in Galveston County, Texas. 1.126 Acres on Gulf Freeway between Franklin and Bayou. (**Cougar Development**)

X

Attachments for Reference

1. Site Plan
2. Pictometry Map of Location
3. Planning and Zoning favorable recommendation
4. Thoroughfare Ordinance Pg. 3
5. Planning and Zoning Minutes for May 9, 2017
6. Property Owner Public Notice

STAFF BRIEFING:

- Developer initially applied for a variance to front, rear, and side setbacks due to the odd shape of the property purchased prior to implementation of the Thoroughfare Overlay District Ordinance.
- After the public notice letter was mailed, the developer purchased additional property to the rear of the initial site, which allowed him to maintain required setbacks for the rear and sides but not the front.
- At the May 9, 2017, Planning and Zoning Commission public hearing and meeting, the developer submitted a revised site plan.
- The Commission voted to forward the item to City Council with a favorable recommendation.

HISTORY:

TARGET IMPLEMENTATION: June 26, 2017

SIGNIFICANT ACTION DATES:

April 21, 2017 – Property Owner Public Notice mailed to residents within a 200 ft. radius.

May 9, 2017 – Planning and Zoning Commission held a regular meeting and recommended approval to City Council.



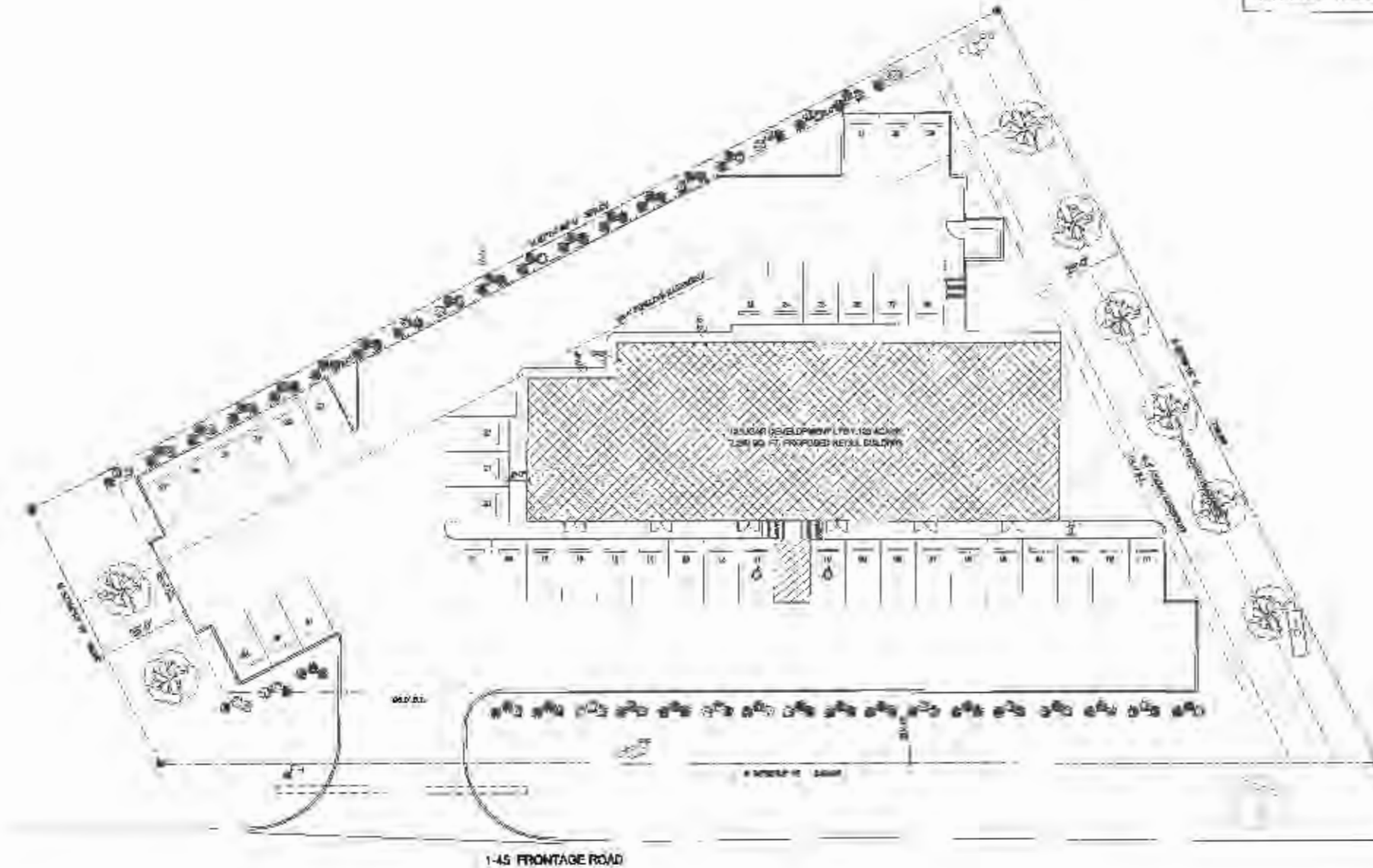
CITY COUNCIL AGENDA FORM

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to approve a variance request as recommended by the Planning and Zoning Commission for front setbacks for Lots 31, 32, and 33 and part of lots 29, 30, 57 and 58 lying Northerly of Interstate 45 together with that portion of abandoned Wayne St. between said lots of Stafford's second addition to La Marque, a Subdivision in Galveston County, Texas. 1.126 Acres on Gulf Freeway between Franklin and Bayou. (Cougar Development)



PROPOSED AMENDED SITE PLAN WITH SETBACK VARIANCES

SCALE
1/8" = 1'-0"

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TIM BROADHEAD
ARCHITECTS

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NEW BUILDING FOR
COUGAR DEVELOPMENT LTD.
GULF FREEWAY, LA MARQUE, TX 77568

REVISIONS	BY



DESIGN: pc CHECKED: TB

DATE: 12-03-2010

SCALE: AS SHOWN

ACR NO: 1219

SHEET
A-1.1
OF SHEETS



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Search by PARCELS

r199753

Search results (

R199753



January 10, 2017

Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Dear Mayor and City Council:

On January 10, 2017, the Planning and Zoning Commission conducted a meeting for discussion / possible action regarding a variance for front setbacks for Lots 31, 32, and 33 and that part of lots 29, 30, 57 and 58 lying Northerly of Interstate 45 together with that portion of abandoned Wayne St. between said lots of Stafford's second addition to La Marque, a Subdivision in Galveston County, Texas. 1.126 Acres on Gulf Freeway between Franklin and Bayou, **for front setbacks.** (Cougar Development)

By unanimous vote, Planning and Zoning Commission recommended forwarding a favorable recommendation to City Council.

Thank you,

Deanna Bethea, Chairperson
Planning and Zoning Commission

which has been damaged by 50% or more of its assessed value as determined by the Building Official shall be in compliance with this Section.

(6) Landscaping shall cover a minimum of 15% of the of the total land area of any property.

(7) Masonry Content: Structures regardless of structure height, shall meet the following masonry requirements: 100% of the total exterior walls, front and side walls, which may be seen from any public thoroughfare, excluding doors, windows and window walls, shall be constructed of brick, stone, masonry or precast concrete panels.

(8) Area, setback, and height regulations: To provide adequate protection of the aesthetic and visual character of the thoroughfares, a minimum setback of 40 feet of all buildings, accessory buildings and structures from the property line which is adjacent to a public thoroughfare shall be required. The minimum setback requirement shall be reduced to a setback of 25 feet if parking is prohibited within said setback area.

Maximum Height	No requirement
Maximum lot coverage	65% by structures
Maximum lot coverage	85% by structures, driveways, and parking
Minimum distance	15 feet between detached structures
Minimum front yard	40 feet
Minimum lot area	10,000 square feet
Minimum lot width	80 feet
Minimum lot depth	80 feet
Minimum rear yard	25 feet or equal to the height of the building facing the rear yard, whichever is greater
Minimum side yard	25 feet or equal to the height of the building facing the side yard, whichever is greater

SECTION TWO:

In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or



1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
OF
MAY 9, 2017**

Regular Meeting Minutes of the City of La Marque Planning and Zoning Commission held on May 10, 2017, beginning at 4 p.m. at 1109-B Bayou Road with the following members present:

Deanna Bethea, Russell Washington, Hugh Cash and Greg Cornett.

(1) CALL TO ORDER

Chairperson Deanna Bethea called the meeting to order at 4 p.m.

(2) ROLL CALL

PRESENT:

Chairperson Deanna Bethea
Co-Chairperson Greg Cornett
Commissioner Russell Washington
Commissioner Hugh Cash
Alternate Augustin Molis

ABSENT:

Commissioner Travis Perthuis
Alternate Chris Crowder

OTHER OFFICIALS/STAFF PRESENT:

Carol Buttler - City Manager
Les Rumburg - Director of Public Services
Charlene Warren - CM Assistant
Kathleen Van Stavern - Code Enforcement
Sussie Sutton - Development Coordinator

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was dispensed by the Planning & Zoning Commission, led by Chairperson Deanna Bethea.

(4) APPROVAL OF MINUTES

Regular Meeting Minutes of March 14, 2017

Commissioner Cornett made a motion to accept the Minutes of March 14, 2017.

Commissioner Cash seconded. **MOTION PASSED UNANIMOUSLY.**

(5) CITIZENS PARTICIPATION

There was no citizen's participation.



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(6) **PUBLIC HEARING**

Chairperson Bethea closed the Regular Meeting and opened the Public Hearing at 4:05 p.m.

Conduct a Public Hearing to hear public input regarding a variance for Lots 31, 32, and 33 and that part of lots 29, 30, 57 and 58 lying Northerly of Interstate 45 together with that portion of abandoned Wayne St. between said lots of Stafford's second addition to La Marque, a Subdivision in Galveston County, Texas. 1.126 Acres on Gulf Freeway between Franklin and Bayou, for front setbacks.

After hearing no commentary, Chairperson Bethea closed the Public Hearing and opened the Regular Meeting at 4:07 p.m.

(7) **NEW BUSINESS**

- a. **Variance:** Discussion/possible action regarding a variance for front setbacks for Lots 31, 32, and 33 and that part of lots 29, 30, 57 and 58 lying Northerly of Interstate 45 together with that portion of abandoned Wayne St. between said lots of Stafford's second addition to La Marque, a Subdivision in Galveston County, Texas.

Commissioner Cash motion to approve the variance for front setbacks 1.126 Acres on Gulf Freeway between Franklin and Bayou, for front setbacks for Lots 31, 32, and 33 and that part of lots 29, 30, 57 and 58 lying Northerly of Interstate 45 together with that portion of abandoned Wayne St. The motion was seconded by Commissioner Washington. **MOTION PASSED UNANIMOUSLY.**

- b. **Re-Plat:** Mc Neel's Subdivision Re-Plat of Lots 7 & 8, being a re-plat of Lots 7 and 8, in Block 5, of Mc Neel's Subdivision, a Subdivision in Galveston County, Texas, according to the recorded map thereof recorded in Volume 275, Pages 378 and 379 in the Galveston County Records, City of La Marque, Galveston County, Texas.

Commissioner Washington motioned to **table** Mc Neel's Subdivision Re-Plat of Lots 7 & 8, being a re-plat of Lots 7 and 8, in Block 5. The motion was seconded by Commissioner Cash. **MOTION PASSED UNANIMOUSLY.**

- c. **Discussion/possible action** regarding the City of La Marque's Capital Improvement Plan (CIP).

Mr. Rumburg, Director of Public Services defined the purpose of a Capital Improvement Plan (CIP). He presented the Commission with information on the city projects that were accomplished this year. The CIP for next year will be presented at the regular Planning and Zoning meeting in June.



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d. **Discussion/possible action** regarding commissioner attendance.

Chairperson Deanna Betha discussed the lack of attendance by some commission members. She noted Commissioner Crowder who was appointed in 2016 has never attended a meeting and Commissioner Travis Perthuis appointed in January 2017, has not attended any meetings either. She informed the Commission that if a member misses three meetings in a row, or a member has four unexcused absences, then the Commission can ask the City Council to have that member replaced with a new individual. Commissioner Cash motioned to approve the draft of a letter to City Council requesting the appointment of Augustino Molis, currently an Alternate, to the position of Commissioner and locating two new alternates for the Planning & Zoning Commission. The motion was seconded by Commissioner Washington. **MOTION PASSE D UNANIMOUSLY.**

(8) **CHAIRPERSON'S REPORT**

Chairperson Bethea reported that as Commission Members there is a need for the Commission to start recommending ways to improve the city visually and to promote development. She presented a proposal by Lieutenant Waggoner on devising a safer and secure way to transfer inmates to and from the police station drop off. Lt. Waggoner is open to a better plan proposed by others to consider. She went on to acknowledge that this plan may need to be presented elsewhere but there is a need for the Commission to start recommending improvements for the city.

(9) **REQUESTS AND ANNOUNCEMENTS**

- a. Chairperson Bethea announced the Police Department is sponsoring Kids Movie Night on Saturday, May 27th. The movie will be Trolls and there will be free popcorn, snow cones, and pickles.
- b. Les Rumburg, Director of Public Services announced that High Point Storage located at FM 1764 had a Stop Work Order placed on the construction of their non-permitted cyclone/barbed wire fencing. Representatives of High Point had recently requested a variance to the side-setback requirements in the Overlay Zoning District which was approved by Planning & Zoning and granted by City Council. At the Pre- Development meeting, they were made aware of the Overlay District requirements and the need to comply. At the time of the application, the applicant added a variance to the fencing requirement. The fencing variance was not addressed at Planning and Zoning nor City Council and the developer's representative did not inquire at these meetings why it was not considered. The developer will now have to request another variance or construct the fence to the specifications of brick or wrought iron. It was noted that Texas New Mexico Power Company would be constructing a new substation next door and they would have to build any fencing to the Overlay Zoning District requirements.



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- c. Les Rumburg, Director of Public Services announced that the city recognizes that it has a need for an ordinance review. The City has received a proposal from the legal firm of Olson & Olson to provide a general review the city's codified ordinances; come up with ways to minimize the number of codified ordinances; code sections that should be further reviewed for compliance; ways to reduce redundancy and overlap in the city codes; suggestions on restructuring of the city codes, and incorporating suggested changes from the city staff. Mr. Rumburg is hopeful that we can use this firm for the development of a long term Comprehensive Plan.

(10) ADJOURNMENT

Commissioner Washington motioned to adjourn the meeting. The motion was seconded by Commissioner Cash. It was the consensus of the Board to adjourn the meeting at 4:45 P.M.

Deanna Bethea, Chairperson
Planning & Zoning Commission

**CITY OF LA MARQUE
PLANNING AND ZONING COMMISSION
PUBLIC HEARING NOTICE**

Notice is hereby given that the City of La Marque Planning and Zoning Commission will hold a Public Hearing on **Tuesday, May 9th, 2017 at 4:00 p.m.** in the Council Chambers, located at 1109-B Bayou Road, La Marque, Texas regarding:

Variance: Discussion/Possible action regarding a Variance regarding Lots 31, 32, and 33 and that part of lots 29, 30, 57 and 58 lying Northerly of Interstate 45 together with that portion of abandoned Wayne St. between said lots of Stafford's second addition to La Marque, A subdivision in Galveston County, Texas. 1.126 Acres on Gulf Freeway between Franklin and Bayou. **For front, side and back setbacks.**

For further information please contact Sussie Sutton, Development Services at 409.938.9252.

Sussie Sutton
Development Services
City of La Marque



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Sussie Sutton

Department: Development Services

Agenda item: 11b

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a variance request to the Thoroughfare Overlay District Ordinance fencing requirement and the recommended denial from the Planning and Zoning Commission for a property being described as a 10.3342 acre tract of land out of the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deeds Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract, at 5009 FM 1764. **(High Point Storage)**

X

Attachments for Reference

1. Construction Drawing of Fence
2. Planning and Zoning recommendation for denial
3. Agenda Commentary
4. Planning and Zoning Minutes for June 13, 2017
5. Property Owner Public Notice

STAFF BRIEFING:

- Public Hearing held at the Planning Commission regular meeting of June 13, 2017.
- The Planning and Zoning Commission discussed at the regular meeting of June 13, 2017.
- The Commission voted to deny the request and forward to City Council for further consideration.
- Contractor already removed several hundred feet of chain link fence and replaced with wrought iron following the June Planning and Zoning Commission meeting.

HISTORY:

- **May 31, 2017** – Property Owner Public Notice mailed to residents within a 200 ft. radius.
- **June 13, 2017** – Planning and Zoning Commission held a regular meeting and recommended denial to City Council for the variance to the fencing requirement.

TARGET IMPLEMENTATION: June 26, 2017

SIGNIFICANT ACTION DATES:

May 31, 2017 – Property Owner Public Notice mailed to residents within a 200 ft. radius.



CITY COUNCIL AGENDA FORM

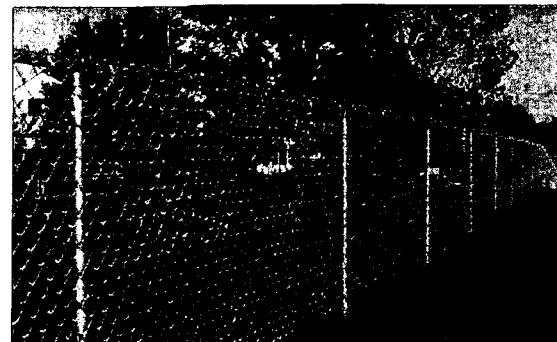
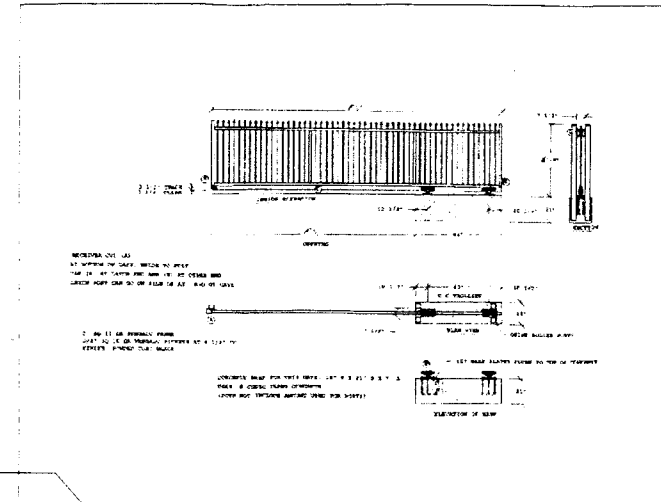
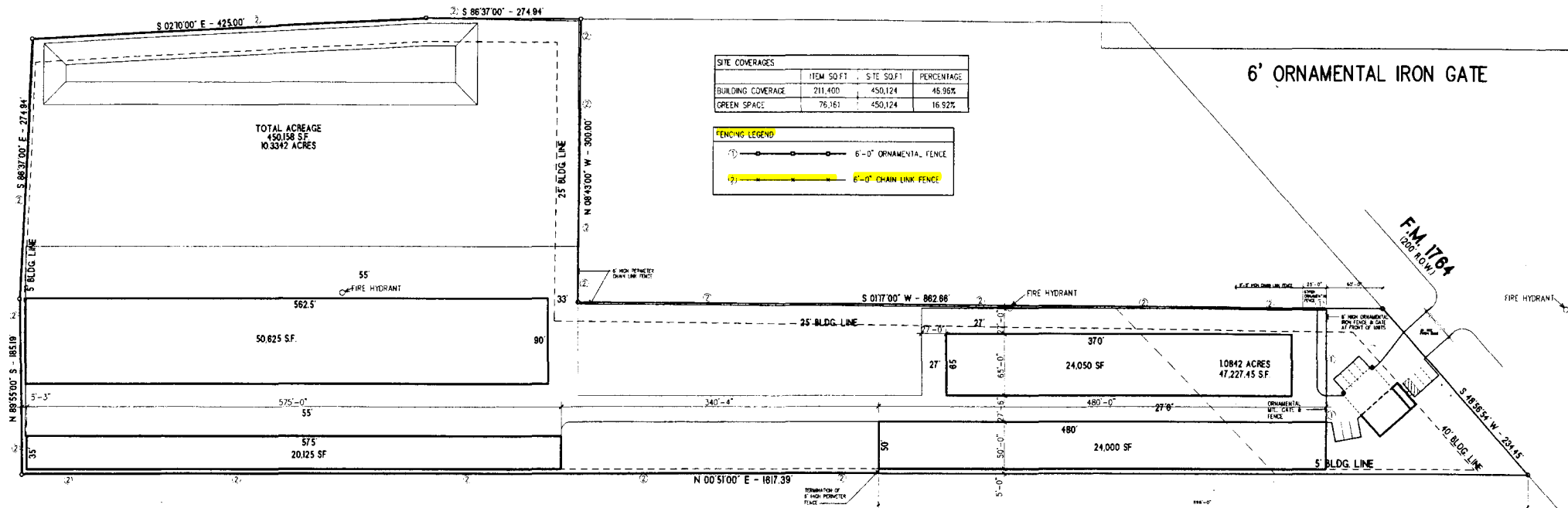
ACTION:

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

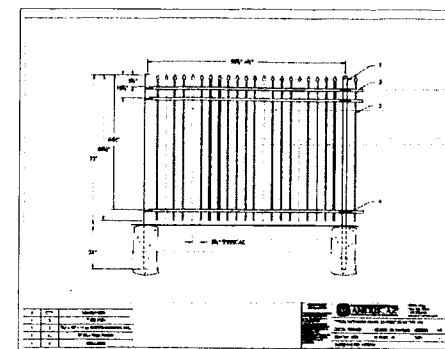
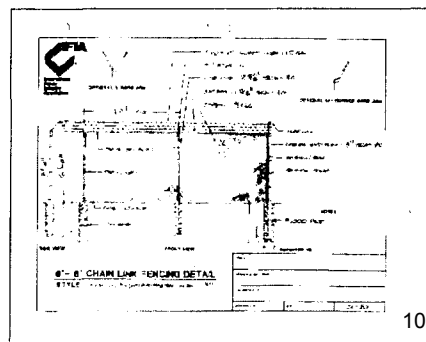
Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to uphold the Planning and Zoning Commission's recommendation to deny the variance request to the Thoroughfare Overlay District Ordinance fencing requirement for a property being described as a 10.3342 acre tract of land out of the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deeds Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract, at 5009 FM 1764. **(High Point Storage)**

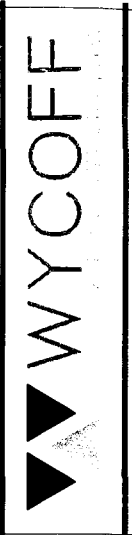
FISCAL IMPACT: N/A



6' CHAIN LINK FENCE



6'-0" ORNAMENTAL IRON FENCE	0
6'-0" CHAIN LINK FENCE	0
6'-0" ORNAMENTAL IRON GATE	0
6'-0" ORNAMENTAL IRON POST	0
6'-0" ORNAMENTAL IRON RAIL	0



LA MARQUE HIGH POINT STORAGE
5009 FM 1784, LA MARQUE, TEXAS

LA MARQUE HIGH POINT
5009 FM 1784, LA MARQUE, TEXAS



June 14, 2017

Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Dear Mayor and City Council:

On June 13, 2017, the Planning and Zoning Commission conducted a meeting regarding a variance request to the fencing requirement of the Thoroughfare Overlay District for a property being described as a 10.3342 acre tract of land out of the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deeds Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract, at 5009 FM 1764. (High Point Storage)

By unanimous vote, Planning and Zoning Commission recommended forwarding a denial recommendation to City Council.

Thank you.

Deanna Bethea, Chairperson
Planning and Zoning Commission



City of La Marque Planning & Zoning Commission

Discussion Date: June 13, 2017

Approval Date:

Submitted By: Sussie Sutton

SUBJECT: Receive a discussion and consider a variance request to the fencing requirement of the Thoroughfare Overlay District for a property being described as a 10.3342 acre tract of land out of the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deeds Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract, at 5009 FM 1764. (High Point Storage)

DISCUSSION: On March 29, 2015, a pre development meeting was held for the due diligence of a new storage facility to be located on FM 1764. At that meeting the ordinances affecting this location were presented to the attendees. The general contractors, Wycoff Development & Construction Company submitted plans on September 16, 2016 for construction plan review and subsequent permitting.

In late April of 2017, the Code Enforcement Officer noted that a fence had been constructed without a permit. A review of the construction site plans revealed that a construction fencing sheet was not submitted as part of the original plans. From this observation it was concluded that the sheet needed to be included in the plans. However, the Thoroughfare Overlay Ordinance came into play; also a variance request was submitted on May 18, 2017 for the June Planning and Zoning meeting. The application indicates a hardship as a wrought iron fence would not be as secure as a chain link fence with barbed wire coils, per Mr. Wycoff.

RECOMMENDATION: Staff recommends denial in efforts to uphold Ordinances previously considered and approved by City Council.

ATTACHMENTS:

- | | |
|------------------------------|-------------------------|
| 1. Hard Copy Site Sheet A1.1 | 4. GCAD Arial R-Numbers |
| 2. Entire Fencing Site Plan | 5. Overlay Ordinance |
| 3. Pictometry Overview Map | 6. Variance Application |
-



1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
OF
JUNE 13, 2017**

Regular Meeting Minutes of the City of La Marque Planning and Zoning Commission held on June 13, 2017, beginning at 4 p.m. at 1109-B Bayou Road with the following members present: Deanna Bethea, Greg Cornett, Travis Perthuis and Augustino Molis

(1) CALL TO ORDER

Chairperson Deanna Bethea called the meeting to order at 4 p.m.

(2) ROLL CALL

PRESENT:

Chairperson Deanna Bethea
Co-Chairperson Greg Cornett
Alternate Augustino Molis

ABSENT:

Commissioner Hugh Cash
Commissioner Russell Washington
Alternate Chris Crowder

OTHER OFFICIALS/STAFF PRESENT:

Carol Buttler – City Manager
Charlene Warren – CM Assistant
Kathleen Van Stavern – Code Enforcement
Sussie Sutton – Development Coordinator
Travis Perthuis

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was dispensed by the Planning & Zoning Commission, led by Co-Chairperson Greg Cornett.

(4) APPROVAL OF MINUTES

Regular Meeting Minutes of May 9, 2017

Commissioner Molis made a motion to accept the Minutes of May 9, 2017.

Commissioner Cornett seconded. **MOTION PASSED UNANIMOUSLY.**

(5) CITIZENS PARTICIPATION

There was no citizens participation.

(6) PUBLIC HEARING

Chairperson Bethea closed the Regular Meeting and opened the Public Hearing at 4:07 p.m.



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Conduct a Public Hearing to hear public input regarding a request to re-zone from R-1 Single Family Residential to C-1 General Commercial: Survey of the North 190 feet of the South 490 feet of lot 30 of division "H" of the Cook & Stewart Subdivision of the John D. Moore League, A-150, Galveston County, Texas at the corner of Lake and Charity St. (**Open Storage Facility**)

Lois Carelock, 2016 Meadow Lane, La Marque, noted that this request was heard and denied before. She also asked of the owner, Kurt Dohman, what his definition of open boat storage was. Mrs. Carelock, wanted to know why this request was being considered again and what was different about this request from the last time. Mr. Dohman responded that one of the issues in question was, in the event of his death, would the property revert back to R-1 Residential, or would the property then be sold to a commercial entity that was less desirable for the residentially zoned area. Mrs. Carelock went on to add that the town did not need any more junk. She said that she was not in favor of more traffic or trailers in the area. Additionally, she was concerned with the drainage should a pad site be constructed for the new site.

Robert Michetich, Councilmember, 24 N. Curlew, La Marque, noted his concern that the property had been vacant for some time; and in the past had to be cleaned up when owned by the previous owner. He also noted that he did not think there was any adverse impact to the location by the proposed open storage facility. Therefore, he was in support of the zoning change.

Lois Carelock noted that the commercial game room business on Lake Road increased traffic and cause a lot of noise at night, which was a disturbance.

Judy Dohman 7038 Stingray, Hitchcock, noted that their business looks very nice and that the storage would look nice too.

Mrs. Carelock noted to the contrary that there were many old trailers and Bayou Vista has no location to store them, indicating that was why they were coming to La Marque.

Conduct Public Hearing to hear public input regarding a variance request to the fencing requirement of the Thoroughfare Overlay District Ordinance for a property being described as a 10.3342 acre tract of land out of the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deeds Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract, at 5009 FM 1764. (**High Point Storage**)

John Wycoft, 3333 Allen Parkway, Houston, addressed the commission by noting that their initial side building set back variance request did not have the fence as part of the document but added it the next day. They wanted to add it because the fencing required is



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La Marque, Texas 77568
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wrought iron and they wanted chain link, as anyone could bend/remove wrought iron with their hands and chain link offers more security.

Chairperson Bethea closed the Public Hearing and opened the Regular Meeting at 4:25 p.m.

(7) **NEW BUSINESS**

- a. **Re-Plat:** Mc Neel's Subdivision Re-Plat of Lots 7 & 8, being a re-plat of Lots 7 and 8, in Block 5, of Mc Neel's Subdivision, a Subdivision in Galveston County, Texas, according to the recorded map thereof recorded in Volume 275, Pages 378 and 379 in the Galveston County Records, City of La Marque, Galveston County, Texas. (Spruce at Ross Street)

Commissioner Cornett motion to **approve** the Mc Neel's Subdivision Re-Plat of Lots 7 & 8, being a re-plat of Lots 7 and 8, in Block 5, of Mc Neel's Subdivision. The motion was seconded by Commissioner Molis. **MOTION PASSED UNANIMOUSLY.**

- b. **Re-Zone:** a request to re-zone from R-1 Single Family Residential to C-1 General Commercial: Survey of the North 190 feet of the South 490 feet of lot 30 of division "H" of the Cook & Stewart Subdivision of the John D. Moore League, A-150, Galveston County, Texas at the corner of Lake and Charity St. (Open Storage Facility)

Commissioner Molis motioned to **deny** a request to re-zone from R-1 Single Family Residential to C-1 General Commercial. The motion was seconded by Commissioner Cornett **MOTION PASSED UNANIMOUSLY.**

- c. **Discussion/possible action regarding a variance request to the fencing requirement of the Thoroughfare Overlay District for a property being described as a 10.3342 acre tract of land out of the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deeds Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract, at 5009 FM 1764. (High Point Storage)**

Commissioner Molis motioned to deny the variance request to the fencing requirement of the Thoroughfare Overlay District. The motion was seconded by Commissioner Cornett. MOTION PASSED UNANIMOUSLY.

- d. **Discussion/possible action regarding The Landing at Delany Cove Phase II Master Plan for a Planned Unit Development (PUD).**

City Manager Carol Buttler reported that she and city staff met with Mr. Santini to discuss what the city really wanted to see in new residential communities. After a lengthy



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discussion, it was requested that the developer come back with larger lots and homes for residents looking to upsize to that type of product. Ms. Buttler then presented an overview rendition of what the subdivision would now have; being a mixed use of small and larger lots for various sizes of homes.

There was no action taken.

- e. **Discussion**/possible regarding future TxDOT Project for I-45 (Gulf Freeway) roadway expansion.

City Manager Carol Buttler noted that the TxDOT I-45 Expansion project may present disruption and serious concerns to the City of La Marque's commercial businesses along this corridor. She went on to note routing concerns for the Fire and EMS vehicles. Councilman Michetich also discussed that there were large drainage concerns at locations where large box culverts were presently located; would they be replaced or vacated?

Mrs. Buttler said the city needed to be proactive in defining any issues the city and citizens may have and discuss a way to navigate through this project.

Chairperson Bethea invited everyone to attend the Open Meeting being held today at La Marque High School starting at 5:30 to 8:00 p.m.

(8) **CHAIRPERSON'S REPORT**

The Police Department will sponsor the first-ever Student Police Academy, classes start July 10 through 16th. Graduation is on the 16th and a BBQ luncheon is planned.

(10) **ADJOURNMENT**

Commissioner Molis motioned to adjourn the meeting. It was the consensus of the Board to adjourn the meeting at 5:20 P.M.

Deanna Bethea, Chairperson
Planning & Zoning Commission



1130 1st Street
La Marque, Texas 77568
409.938.9252

CITY OF LA MARQUE
PROPERTY OWNER PUBLIC NOTICE
VARIANCE REQUEST

May 31, 2017

Dear Property Owner:

This PUBLIC NOTICE is in accordance with Section 26, AMENDMENTS, Subsection D. PUBLIC HEARING AND NOTICE, of the City of La Marques's Zoning Ordinance. An application for variance to the Fencing requirement of the Thoroughfare Overlay District Ordinance has been received by the Planning and Zoning Commission. Land under your ownership or care, as listed with the City of La Marque Tax Records, is located within 200 feet of the property that is being considered for a variance.

Variance: Regarding a variance to the fencing requirement of the Thoroughfare Overlay District Ordinance for a property being described as a 10.3342 acre tract of land out of the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deeds Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract, at 5009 FM 1764.

This is your OFFICIAL NOTICE that the Planning and Zoning Commission will conduct a PUBLIC HEARING, on June 19, 2017 at 4:00 PM, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above rezoning request.

Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call or write to the City of La Marque Inspection Department at the following:

City of La Marque
Development Services
1130 1st Street
La Marque, TX 77568
409-938-9252

Respectfully,

Sussie Sutton
Development Services



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Chief Kirk Jackson

Department: Police

Agenda item: 11d

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2017-0011**, by adding Section 62-33 to the La Marque Code of Ordinances prohibiting engine braking in the City of La Marque and declaring it as a public nuisance. **THIS IS THE FIRST READING**



Attachments for Reference

1. Proposed ordinance

STAFF BRIEFING:

- City Administration has been presented with complaints regarding noises caused by drivers of large trucks using engine braking as a means to slow their vehicle in and on the outskirts of the City of La Marque.
- The City of La Marque's Code of Ordinances does not have a provision prohibiting the use of engine braking.
- The local Texas Department of Transportation has stated to complaining citizens and the City that upon presentation of an ordinance prohibiting engine braking, signs will be erected along the State Highways in the City of La Marque.
- The fiscal impact to the City of erecting signs prohibiting engine braking will be minimal, if at all.
- The major roadways that trucks use to enter the City of La Marque are all maintained by the Texas Department of Transportation.

HISTORY:

- This is the first presentation of an ordinance prohibiting engine braking in the City of La Marque.

TARGET IMPLEMENTATION: After adoption of a proposed ordinance on First Reading, conducting a Public Hearing, and adoption of the Ordinance on the Second Reading.

SIGNIFICANT ACTION DATES:

- **June 26, 2017** – First Reading of proposed ordinance
- **July 10, 2017** – Conduct a Public Hearing and adopt the ordinance at Second Reading.



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	NA
Actual Bid	NA
Estimated Expenditure	Less than \$100.00
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2017-0011**, by adding Section 62-33 to the La Marque Code of Ordinances prohibiting engine braking in the City of La Marque and declaring it as a public nuisance. **THIS IS THE FIRST READING**

FISCAL IMPACT: Any local roadways that would be determined to be in need of signage would be evaluated based on input from the citizens. Signs prohibiting engine braking are priced at fifteen dollars (\$15.00) each.

ORDINANCE NO. O-2017-0011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 62, TRAFFIC AND MOTOR VEHICLES, ARTICLE II, OPERATION OF VEHICLES GENERALLY, BY ADDING SECTION 62-33, ENGINE BRAKING PROHIBITED, TO ESTABLISH GUIDELINES FOR OPERATION OF ENGINE COMPRESSION BRAKING WITHIN THE CITY LIMITS, AND PROVIDING FOR A PENALTY FOR ANY VIOLATION.

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

That Chapter 62, Traffic and Motor Vehicles, Article II, Operation of Vehicles Generally, is hereby amended by adding a new Section 62-33, entitled Engine Braking Prohibited, to read as follows:

- “(a) It shall be unlawful for the driver of any truck or other motor vehicle to use or operate, or cause to be used or operated, within the City, any mechanical exhaust device, or engine compression brake designed to be used in the braking or deceleration of any truck or other vehicle which results in the excessive, loud, unusual or explosive noise from such vehicle, or otherwise engage in engine compression braking. It is an affirmative defense to a violation of this section that engine compression braking was used on an emergency basis to avoid damage to property or to avoid personal injury.
- (b) This shall also include the production of excessive noise produced by engine retarders due to a truck operating with improperly maintained, defective or modified muffler systems or the use of straight exhaust pipes with no mufflers.
- (c) The noise created by such prohibited engine braking is hereby deemed a nuisance and pursuant to Texas Local Government Code Section 217.042, the applicability of the prohibitions in (a) and (b) above shall extend to within 5,000 feet outside the limits of the City.
- (d) Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court, shall be fined not more than \$500.00 for each offense. Each time a person uses the engine brake it shall be considered a separate offense.
- (e) Appropriate signs shall be posted at entrances to the City and at other locations determined by the chief of police to be reasonable in order to give notice of the prohibition of the use of compression release engine brakes.
- (f) The violation of any provision of this section shall be unlawful and a misdemeanor offense, punishable by a fine not exceeding \$500.00. Each time a person uses the engine brake shall be considered a separate offense.”

PASSED AND APPROVED by the City Council of the City of La Marque on first reading this ____ day of _____, 2017.

PASSED, APPROVED and ADOPTED by the City Council of the City of La Marque on the second and final reading this the _____ day of _____, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Carol Buttler

Department: Administration

Agenda item: 11e

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the City Manager to enter into a Professional Services Agreement with a professional survey vendor to prepare a complete survey of Omega Bay Subdivision in an amount not to exceed \$40,000.00



Attach for reference

1. None

STAFF BRIEFING:

- Omega Bay Board has obtained a proposal from a surveyor to perform a comprehensive survey of the Omega Bay ROW's, etc. in January 2016.
- Lengthy discussions resulted in a request by the OBIC with concurrence by Ms. Darcy of Marsh Darcy for the City of La Marque to obtain and fund the survey with a reimbursement from Omega Bay incremental increase in tax revenues.
- GeoSurv LLC and LJA Engineering are being considered by the City Manager in addition to High Tide Land Surveying, LLC contacted by Omega Bay.
- Due to the complexities of the proposed survey elements and time involved, survey vendors indicated a cost range of at least \$25,000.00 to \$40,000.00.

HISTORY:

- See attached agenda from previous City Council meetings.

TARGET IMPLEMENTATION: As soon as an agreement can be reached with a vendor.

SIGNIFICANT ACTION DATES:

January 2016 – Omega Bay obtained a quote from a professional survey vendor.

February 2016 – Letter of Intent presented to City Council.

November 2016 – City Council approves new Residential Canal Zone on 2nd reading.

February 2017 – Meeting with Councilmember Michetich, City Manager, Director of Public Services, Omega Bay Board

April 2017 – Conference call between Councilmember Michetich, City Manager, Sue Darcy to discuss next phase of Omega Bay project.

May and June 2017 – City Manager discussion with recommended professional survey vendors concerning the potential survey



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	\$0.00
Actual Bid	
Estimated Expenditure	\$25,000.00 - \$40,000.00
Acct. Name(s)	General Fund & Utility Fund
Line Items #	Shared allocation
Other Funding	Future reimbursement

STAFF'S RECOMMENDATION: Motion authorizing the City Manager to enter into a Professional Services Agreement with a professional survey vendor to prepare a complete survey of Omega Bay Subdivision in an amount not to exceed \$40,000.00

FISCAL IMPACT: 50% cost share between the General Fund (01 Department 12) and the Utility Fund (02 Department 22)

Section 2.14

Professional & Consulting Services

Texas Government Code § [2254](#) specifically empowers governmental entities to purchase professional services and consulting services. These procurements are exempt from TPASS review authority. Each agency is responsible for following procurement requirements and resolving any complaints or protests. TPASS recommends that agencies consult their own legal counsel for guidance in procuring professional or consulting services. For additional detailed information, review the applicable statutes and the [State of Texas Purchase Policies and Procedures Guide](#) published by the CPA, Fiscal Management division.

Professional Services

Professional services must be within the scope of practice as defined by Texas Government Code § [2254.002](#) or provided in connection with the professional employment or practice of a person who is licensed or registered as:

- Accounting - a certified public accountant (CPA);
- Architecture - an architect;
- Landscape Architect;
- Land Surveying - a land surveyor;
- Medicine - a physician, including a surgeon;
- Optometry - an optometrist;
- Professional Engineering - a professional engineer;
- Real Estate Appraising - a state certified/licensed real estate appraiser; or
- Professional Nursing - registered nurse.

For information on purchasing services provided by private legal counsel, contact the Office of the Attorney General. The procurement of private legal counsel requires the approval of the Office of the Attorney General.

Contract Notification

Pursuant to Texas Government Code §§ [2254.006](#) and [2254.0301](#), a state agency, including an institution of higher education as defined by Texas Education Code § 61.003, shall provide written notice to the Legislative Budget Board (LBB) of a contract for professional services, other than a contract for physician or optometric services, if the amount of the contract, including any amendment, modification, renewal, or extension of the contract, exceeds \$14,000. The notice must be on a form prescribed by the LBB and filed not later than the 10th day after the date the agency enters into the contract.

Consultant Services

Texas Government Code defines a consultant service as the human service of studying or advising an agency under a contract that does not involve the traditional relationship of employer and employee. An agency may contract with a private consultant only if:

- there is a substantial need for the service; and
- the agency cannot adequately perform the service with its own personnel or through another agency.

If the consulting service is reasonably foreseen to exceed \$15,000 during the term of the contract, the agency shall submit a notice of intent to the LBB and the Governor's Budget and Planning Office to obtain a finding from the Governor's office that the services are necessary. Thirty days before entering into such a contract, an invitation for offers from consultants must be published in the Texas Register. These requirements do not apply to the acquisition of services such as those provided by private legal counsel, investment counselors, actuaries,

medical or dental services, and professional services listed under the Professional Services Procurement Act. Not later than the 20th day after entering into a consulting services contract with a value expected to exceed \$15,000, or \$25,000 for an institution of higher education, a description of the services, the name, and value of the contract must be published in the Texas Register.

Note: If the professional or consulting service contract is anticipated to exceed \$25,000, a notice of the entire solicitation must also be posted on the Electronic State Business Daily.

Consulting Services Relating to DIR Commodities

The following commodity class and item codes are identified as DIR commodity procurements:

- Class 918-28 Computer Hardware Consulting;
- Class 918-29 Computer Software Consulting;
- Class 918-30 Computer Network Consulting;
- Class 918-46 Feasibility Studies;
- Class 918-90 Strategic Technology Planning and Consulting Services; and
- Class 918-95 Telecommunications Consulting.

New commodity classes and items may be added by TPASS as they are identified. Check the TPASS Web site for a current listing of applicable class and item codes.

Legal Authority:

[Texas Government Code §2254.001](#), 2254.021 and 2155.083



CITY COUNCIL AGENDA FORM

Meeting Date: February 8, 2016
Prepared by: Carol Buttler/Omega Bay/R. Michetich
Department: Administration

Agenda item: 7b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action providing direction to City Manager regarding Letter of Intent from Omega Bay Improvements Committee (OBIC)



Attachments for reference

1. Letter of Intent from Omega Bay
2. Letter to US Army Corps of Engineers – Galveston
3. Minutes from July 27, 2015, Council Workshop Session

Staff Briefing:

- City Council and City Attorney received this item previously for review.
- Based on a meeting including Sue Darcy, a public/private partnership and/or a special district may provide avenues for addressing Omega Bay's needs.
- Omega Bay pays taxes to MUD 12 for water and sewer service.
- Omega Bay pays property taxes to City of La Marque for Police, Fire, EMS, building inspections, and code compliance.
- This Letter of Intent presents requests from Omega Bay and potential participation by Omega Bay, City of La Marque, Galveston County, MUD 12, and Army Corps. of Engineers.
- To date, Councilmember Michetich, City staff (Mr. Rumburg, Ms. Kou, Mr. Getty, Ms. Van Stavern, myself) have met with Omega Bay and Sue Darcy of Marsh Darcy consultants.
- Mayor, Mayor Pro Tem, Mr. Rumburg and I met with County Commissioners Holmes and Giusti to discuss streets.
- A letter was sent with the Mayor's signature to Army Corps of Engineers requesting further discussion of a prior commitment from the Corps to handle dredging for Omega Bay's silted canals.
- Omega Bay Board has obtained a proposal from a surveyor to perform a comprehensive survey of the Omega Bay ROW's, etc.

History:

- Over the past 20 years, Omega Bay has been requesting assistance with street repair and other services from the City of La Marque.
- Each previous City Manager and City Council prepared and reviewed cost estimates for various projects, but no action took place.
- A large volume of documents exist indicating the City was attempting to provide additional services.

Target Implementation: Dependent on Council discussion



CITY COUNCIL AGENDA FORM

Significant Action Dates:

July 2015 – Workshop Session with Omega Bay Board and City Council

December 2015 – Letter to Army Corps of Engineers

January 2016 – Finalize Letter of Intent

Action:

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

Cost Details:

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

Staff's Recommendation: Motion to provide direction to City Manager regarding Letter of Intent from Omega Bay Improvements Committee (OBIC)

Fiscal Impact: \$25,620.00 proposal for a survey; other costs unknown at this time



CITY COUNCIL AGENDA FORM

Meeting Date: November 14, 2016

Prepared by: Les Rumburg

Department: Development Services

Agenda item: 7&8c

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2016-0021**, amending Chapter 71, Zoning, Section 71.14, Definitions, and adding a new Section 71-A, entitled Residential Canal Zone. **THIS IS THE SECOND AND FINAL READING**

X

Attachments for reference

1. Ordinance
2. Minutes of Planning and Zoning – September 13, 2016
3. Letter of recommendation from the Planning and Zoning Chairperson

STAFF BRIEFING:

- Issue has been in discussion in various forms through several administrations over 2 decades.
- The impetus for the zone establishment is, primarily, for the benefit of the residents of Omega Bay, but application can be City-wide.
- Staff has developed the verbiage as an effort to meet the needs and address the neighborhood-wide issues that face the residents of Omega Bay in a manner equitable to other residents within the city limits of La Marque
- Primary issue is in regard to local streets.
- Residential Canal Zone would allow for street widths that are less than other zones
- End result is, the City could accept a dedication from Omega Bay of their streets at which point they would be part of the City's Street Inventory.
- City Attorney has been active in the development of the ordinance

HISTORY:

- 1970's - Omega Bay subdivision was established as an exclusive development, consciously avoiding City-imposed requirements regarding infrastructure, while enjoying the benefits of annexation to the City of La Marque
- 1980's through current – As residential make-up changes, the subdivision begins to recognize the need for city assistance in infrastructure maintenance and repair, while also questioning the cost/benefit of being a tax-paying entity with a different level of service from the rest of the City
- 2015 – current administration has taken the question and concern on as the latest in a string of attempts
- It was determined that the most equitable means to address the issue without a perception of either prejudice or preference, was to create a new zone that would have application city-wide while benefitting the current residents.



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION: Establishment of new Residential Canal Zone would become effective thirty days after the 2nd reading of ordinance by City Council, per City Charter.

SIGNIFICANT ACTION DATES:

September 13, 2016 – After 2 rounds of discussion, Planning and Zoning voted favorably to recommend approval to City Council

October 10, 2016 – Ordinance approved by City Council on first reading

ACTION:

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

Cost Details:	
Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Items #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2016-0021**, amending Chapter 71, Zoning, Section 71.14, Definitions, and adding a new Section 71-A, entitled Residential Canal Zone. **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: Additional costs in future-years maintenance of streets, drainage/culverts, and Rights-of-Way.



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Agenda item: 11f

Prepared by: Robin Eldridge

Reviewed by: Carol Buttler

Department: Mayor and City Council

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding appointments and/or reappointments to fill vacancies to various positions of the Boards and Commissions

X

Attachments for Reference

1. Current positions vacant
2. Current applications on file

STAFF BRIEFING:

- There have been a few changes since the last time that the appointments and reappointments have been on the City Council agenda and a few vacancies have occurred within this time period that are critical to have full members present to conduct business.

HISTORY:

- Historically, appointments are made as vacancies occur (if possible) and as members reach the end of their terms, based on applications on file, and in accordance with Resolution 1032.

TARGET IMPLEMENTATION: As soon as possible, as to fill each Board or Commission with the number of members required to conduct City business.

SIGNIFICANT ACTION DATES:

12.12.2016 – Some appointments and reappointments were made by City Council at this meeting.

ACTION:

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

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



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve appointments and/or reappointments to fill vacancies to various positions of the Boards and Commissions

FISCAL IMPACT: N/A

BOARD OF ADJUSTMENT

BOARD OF ADJUSTMENT- ORD. 953		Appointed	Expires	Appoints
1. Charlotte Westerlage	825 Shady Lane	15	17	D
2. David Pennington	924 Cypress	15	17	C
3. Herman Harper	102 Union	15	17	A
4. Harold Augustus	1030 Laurel	16	18	M
5. C.J. Leggett	1225 Kirsten	13	15	B
ALTERNATES				
1. Helen Kee	3103 Mc Arthur	16	18	D
2. Vacant	EXPIRED	14	16	C

The Board shall consist of five (5) members who are residents of the City, each to be appointed by the City Council for a term of two years and removable for cause by the appointing authority upon written charges and after public hearing.

The City Council may appoint two (2) alternate members of the Board who shall serve in the absence of one (1) or more of the regular members.

These alternate members, when appointed, shall serve for the same period as the regular members, which are for a term of two (2) years, and any vacancy shall be filled in the same manner, and they shall be subject to removal the same as the regular members.

Each position on the Board shall be given a numerical designation with the designations beginning with the number 1 and ending with the number 5.

The terms of the odd-numbered positions (1, 3 & 5) will expire in odd-numbered years and the terms of even-numbered years (2 & 4) shall expire in even-numbered years. Board members may be appointed to successive terms.

CEMETARY BOARD

CEMETARY BOARD – ORD. 1033		Appointed	Expires	Appoints
1. Ellen Hanley	1019 Plum	15	17	A
2. Vacant	EXPIRED	14	16	C
3. Kurt Koopman	1004 Lilac	16	18	B
4. Bim Crowder	401 Texas Avenue	16	18	D
5. David Pennington (Chair)	924 Cypress	15	17	M
Ex-Officio Councilmember Clent Brown	Appointed 12.12.11			

The Cemetery Board for the City of La Marque, Texas shall consist of five (5) members to be appointed by City Council; and one ex-officio member of City Council.

Board members shall serve for two (2) year terms.

BUILDING STANDARDS COMMISSION

<i>BUILDING STANDARDS COMMISSION ORD. #449</i>		Appointed	Expires	Appoints
Deanie Barrett	2603 Cedar	15	17	C
VACANT	UNEXPIRED	16	18	D
Louis McGaffey	2314 Downey	15	17	B
Trina Phillips	1222 Kirsten	16	18	M
Billy Jefferson	89 Borondo Reach	16	18	A
Alternate				
VACANT	EXPIRED	14	16	A

The Building Standards Commission for the City of La Marque, Texas shall consist of five (5) members to be appointed by City Council; and a number of alternate members not to exceed eight.

Commission members shall serve for two (2) year terms.

CLEAN CITY COMMISSION

CLEAN CITY COMMISSION ORD. #857		Appointed	Expires	Appoints
1. Vacant	UNEXPIRED	15	17	B
2. Carlos Flores	509 Wisteria (expired)	16	18	D
3. Joe A. Compian	1020 Duroux	15	17	A
4. Deanie Barrett	2603 Cedar	16	18	M
5. Kathy Goodwin	56 Borondo Pines	16	17	B
6. David Holmen	605 Sable Terrace Ln.	16	18	M
7. Vacant	UNEXPIRED	16	18	C

All seven (7) commissioners appointed by the City Council serve two (2) year staggered terms, except that appointment to vacancies shall be for the unexpired term of the position to which the appointment is made.

PLANNING & ZONING COMMISSION

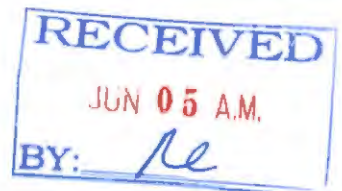
PLANNING & ZONING ORD. # 2014-0023		Appointed	Expires	Appoints
1 Russell E. Washington, Jr.	3012 Cedar	16	18	A
2 Deanna Bethea	621 Westwood Cir.	15	17	B
3 Greg Cornett	1310 Cedar	15	17	C
4 Hugh Cash	217 Sarlee	16	18	M
5 Travis Perthuis	500 Ave. A	17	19	D
ALTERNATES				
#1 Augustino Molis	741 Spoonbill	16	18	A
#2 Chris Crowder, Sr.	55 Middle Borondo	16	18	B

The City Council shall appoint a Planning and Zoning Commission which shall consist of five (5) members, each member being a resident and a real property taxpayer of the City of La Marque, and none of whom shall hold any other position in the City Government.

Three members of the **first** Commission shall be appointed for a term of two years and two for a term of one year. Thereafter, new members shall be appointed for a term of two years. Ordinance No. O-2014-0023, allows for City Council to appoint two (2) alternates to the Planning & Zoning Board.

***Alternates** are required to attend and review packets as the regular Commission members. In the case that an alternate is present to make a quorum, in the absence of a member, they will be allowed to vote. If all members are present, alternates votes will not be allowed to vote.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**



City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Economic + Development Board

Board Preference 2: Zoning + Planning

Name: Cleveland Q. Lane Sr.

Home Address: #10 Clover Bend

City: La Marque Zip: 77568 La Marque Resident: 35 yrs

Home Telephone: (409) 692-5263 Home E-mail: wctsvsa@aol.com

Profession: Manager - At+T Telephone Co.

Special Knowledge or Experience applicable to City Board/Commission function: Staff Manager of Budgets / Served on the Planning Commission of La Marque for Eight years.

Other Information (Civic Activities): Board of Directors of United Way / Gulf Coast Official Assoc. U.P. State Basketball Officials Assoc.

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature: Cleveland Lane Sr. Date: 5/30/17

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

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2017

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Clean City Commission

Board Preference 2: _____

Name: ISHAMIE MOSES

Home Address: 1403 JOURON

City: LA MARQUE Zip: 77568 La Marque Resident: 12 yrs

Home Telephone: 409 935 4373 Home E-mail: JMOSES101@SBG10BAL.NET

Profession: CHRONIC CONDITION EDUCATOR - THE LOOSE TREE

Special Knowledge or Experience applicable to City Board/Commission function: _____

PAT. 1ST SQ. VETERAN, LONG TIME RESIDENT LA MARQUE

Other Information (Civic Activities):

VARIOUS

I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: ISHAMIE MOSES

Date: 3-8-17

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD,
LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

JAN 3 : P.M.
NE

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Parks Board (alternate)

Board Preference 2: Building & Standards (alternate)

Name: Abby Cash

Home Address: 217 Sarlee Drive

City: La Marque Zip: 77568 La Marque Resident: 2 yrs

Home Telephone: 409-502-8016 Home E-mail: Cash.Abbey@yahoo.com

Profession: homemaker for 2 yrs (previously employed 14 years in various aspects of the medical billing field)

Special Knowledge or Experience applicable to City Board/Commission function: _____

Other Information (Civic Activities): Currently serve as the Public Relations Liaison for VFW Post 8248 * Members of VFW Post 8248 Auxiliary

I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: Abby Cash

Date: 1/31/17

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

* Bilingual (Speak, Read & Write Spanish)

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

DEC 01 AM

Board Preference 1: PARK BOARD

Board Preference 2: EDC

Name: JOE CUMPIAN

Home Address: 1020 DUDOUX ROAD

City: LA MARQUE Zip: 77568 La Marque Resident: ☒ yrs

Home Telephone: 409 939 8017 Home E-mail: jcompian@gmail.com

Profession: NON PROFIT MANAGEMENT

Special Knowledge or Experience applicable to City Board/Commission function: _____

Other Information (Civic Activities):

CLEAN CITY COMMISSION

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature: Joe A. Compian

Date: 12/1/16

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

2017
APR 05 AM

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Economic Development

Board Preference 2: Clean City

Name: Jennifer Faircloth Earl

Home Address: 1412 Bonham

City: La Marque Zip: 77568 La Marque Resident: 15 yrs

Home Telephone: 409-539-0304 Home E-mail: kyleearl@sbcglobal.net

Profession: Production Manager at Minotemon Press-Bay Area

Special Knowledge or Experience applicable to City Board/Commission function: I have experience of assisting in the running of a business as well as a longtime resident.

Other Information (Civic Activities):

N/A

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature: Jennifer Faircloth Earl

Date: 4-3-17

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

APR 06 AM

2017

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Clean City Commission

Board Preference 2: _____

Name: Vivian T. Allen

Home Address: 816 Howell Ave.

City: La Marque, TX. Zip: _____ La Marque Resident: 20 yrs

Cell _____
Home Telephone: 409-256-3146 Home E-mail: teeKay875@gmail.com

Profession: Retired - Experienced office employee and truck driver.

Special Knowledge or Experience applicable to City Board/Commission function: I have good communication and organizational skills.

Other Information (Civic Activities):

La Marque Garden Club. I'm responsible for the club's Facebook page and the author of the articles on our page.

I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: Vivian Allen

Date: April 6, 2017

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

P.S. - I'm very interested in the beautification of La Marque through the use of litter control around our businesses, and landscaping projects throughout our little city. I think we can eventually be as pretty as Texas City, and be able to compete with any town in Texas.

Thank You,
Vivian

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

JAN 06 AM

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Clean City

Board Preference 2: Planning & Zoning

Name: Nancy Vidotto

Home Address: 622 Hollingsworth Ln

City: La Marque Zip: 77568 La Marque Resident: 2 1/2 yrs

Home Telephone: 979-822-4390 Home E-mail: navidotto@hotmail.com

Profession: Business Admin

Special Knowledge or Experience applicable to City Board/Commission function: accounting/business - attention to detail

Other Information (Civic Activities):

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature: Nancy Vidotto

Date: 1/6/17

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.



CITY COUNCIL AGENDA FORM

Meeting Date: June 26, 2017

Prepared by: Carol Buttler

Department: Administration

Agenda item: 11g

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the City Manager to negotiate a contract with the recommended solid waste vendor to be approved by City Council through ordinance at a future Council meeting.

X

Attach for reference

1. Request for Proposal with Addendums

STAFF BRIEFING:

- As due diligence on behalf of La Marque tax payers, City Council directed the City Manager to prepare Requests for Proposals for Solid Waste Services.
- City Council authorized Burns McDonnell as the consulting firm to work with City Manager and staff to progress through the proposal process.
- Requests for Proposals were solicited from a minimum of eight (8) solicited vendors who expressed interest.
- A legal ad was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- The RFP was published on the City's web site with all Addendums.
- Only two (2) proposals were received from qualified vendors.
- One (1) proposal was rejected; received after the specified deadline.
- The proposal amounts are based on specifications supplied by the City of La Marque.
- Staff recommends awarding the proposal for solid waste services to Waste Management based on final scoring of evaluation criteria listed in the RFP.
- The City Attorney reviewed documents prepared by Burns McDonnell and approved.
- Funding was discussed with the Finance Director.

HISTORY:

- The City of La Marque has contracted with Republic Services for approximately 10 years.

TARGET IMPLEMENTATION: October 1, 2017

SIGNIFICANT ACTION DATES:

June 2, 2017 – Extended deadline to submit RFP's
RFP's opened

October 1, 2017 – Effective date of new contract



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	Sanitation Fund
Line Items #	Fund 63
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the City Manager to negotiate a contract with the recommended solid waste vendor to be approved by City Council through ordinance at a future Council meeting.

FISCAL IMPACT: Dependent on negotiated contract



REQUEST FOR PROPOSALS
for
SOLID WASTE AND RECYCLING SERVICES
RFP #17-01

Sealed proposals, subject to the specifications outlined in this Request for Proposals, for the above referenced will be received by the City Secretary of the City of La Marque until the proposal submission deadline at which time the proposals will be opened and Proposers names will be publicly read. Proposals received after the specified time will be returned unopened.

NON-MANDATORY PRE- SUBMITTAL CONFERENCE: 10:00 a.m. CST on Wednesday, April 26, 2017 in the Council Chambers at La Marque City Hall, 1109-B Bayou Road, La Marque, Texas 77568

NON-MANDATORY PROPOSER INTRODUCTION TO CITY COUNCIL: Proposers are invited to introduce their company to City Council at a City Council meeting during public comment. City Council meetings are scheduled for the second Monday of each calendar month.

SUBMIT INQUIRIES TO: Any inquiries concerning this Request for Proposals should be submitted in writing to the City Secretary at LaMarqueRFP1701@burnsmcd.com

INQUIRIES DEADLINE: 2:00 p.m. CST on Tuesday, May 2, 2017

SUBMIT PROPOSALS TO: City of La Marque, Attn: City Secretary, 1109-B Bayou Road, La Marque, Texas, 77568

PROPOSAL SUBMISSION DEADLINE: 10:00 a.m. CST on Wednesday, May 24, 2017

MARK ENVELOPE: REQUEST FOR PROPOSALS #17-01, Solid Waste and Recycling Services for City of La Marque, Attention: City Secretary

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

TABLE OF CONTENTS

SECTION 1: TENTATIVE PROCUREMENT SCHEDULE

SECTION 2: INVITATION TO PROPOSE

SECTION 3: INSTRUCTIONS TO PROPOSERS

SECTION 4: GENERAL CONDITIONS OF PROPOSING

SECTION 5: BACKGROUND AND SCOPE OF SERVICES

SECTION 6: PROPOSAL CONTENT

ATTACHMENTS

ATTACHMENT "A" – Forms

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

SECTION 1: TENTATIVE PROCUREMENT SCHEDULE

This schedule is tentative and may be modified at the discretion of the City.

Activity	Tentative Date
RFP Release Date and 1 st Legal Advertising for RFP	April 17, 2017
Non-mandatory Pre-Submission Conference	April 26, 2017, 10:00 a.m. CST
Deadline for Inquiries	May 2, 2017, 2:00 p.m. CST
Deadline for Submission of Proposals and Opening of Proposals	May 24, 2017, 10:00 a.m. CST
Estimated Interview Timeframe	Week of May 29 th
City Council Award of Contract	Early June
Commencement of Services	October 1, 2017

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

SECTION 2: INVITATION TO PROPOSE

The City of La Marque is accepting proposals for solid waste and recycling services within the City of La Marque, Texas in accordance with the specifications outlined in this Request for Proposals. The City's current contract expires on September 30, 2017. It is anticipated that the services provided by the successful Proposer will commence as soon as possible on a mutually agreed upon date but no later than October 1, 2017. The Contract will be for an initial term of seven (7) years. Two (2), optional, three-year term renewals may be available at the discretion of the City.

NON-MANDATORY PRE-SUBMITTAL CONFERENCE

The City of La Marque will have a non-mandatory Pre-submittal Conference Wednesday, April 26th, at 10:00 a.m. CST in the Council Chambers at La Marque City Hall, 1109-B Bayou Road, La Marque, Texas 77568. Proposers are strongly encouraged to attend the non-mandatory Pre-submittal Conference.

PROPOSER INTRODUCTION TO CITY COUNCIL

Proposers are invited to introduce their firm to City Council at a City Council meeting during public comment. City Council meetings are scheduled for the second Monday of each calendar month.

INQUIRIES

Any inquiries concerning this Request for Proposals should be submitted in writing via email at LaMarqueRFP1701@burnsmcd.com. The deadline for all questions is Tuesday, May 2nd, @ 2:00 p.m. CNT.

SUBMISSION OF PROPOSALS

PROPOSALS MUST BE submitted on the forms included in Attachment A of the RFP. The RFP documents may be obtained in person at La Marque City Hall, 1109-B Bayou Road, La Marque, Texas, 77568.

PROPOSALS MUST BE placed in a sealed envelope marked clearly on the outside with the words "REQUEST FOR PROPOSALS #17-01, Solid Waste and Recycling Services for City of La Marque, Attention: City Secretary", and must contain the name of the company submitting the proposal. No oral, telegraphic, telephonic, e-mailed or facsimile proposals will be considered. Proposals shall consist of the following: a) one (1) signed original, unbound paper copy of its proposal; b) nine (9) bound, paper copies of its proposal; and c) one (1) electronic file copy of the proposal using portable document format (PDF) on a CD-ROM or Flash Drive.

PROPOSALS MUST BE submitted no later than
Wednesday, May 24, 2017, @ 10:00 a.m. CNT to the address as follows:

City of La Marque
Attn: City Secretary
1109-B Bayou Road, La Marque, Texas, 77568

No proposals will be accepted after the last time and date for proposal submission deadline indicated herein, or prior to any written extension thereof issued to the Proposer. All proposals received after the deadline will be considered unresponsive and will be returned unopened to the Proposer.

Proposals will be publicly opened at La Marque City Hall located at 1109-B Bayou Road, La Marque, Texas, 77568 on Wednesday, May 24, 2017 at 10:00 a.m. CNT. The City will identify the names of the proposers during this time, but no other information will be communicated. It is understood that the City La Marque reserves the right to negotiate all elements that comprise the submission and to accept or reject part or all of any submission. The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

SECTION 3: INSTRUCTIONS TO PROPOSERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY PROPOSAL SUBMITTED AND ANY CONTRACT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY PROPOSER WHEN SUBMITTING PROPOSAL.

1. DELIVERY OF PROPOSALS

Proposals received prior to the time of the opening will be kept securely unopened. Proposals received after the time specified in the RFP shall be considered late and shall be returned unopened. The person whose duty it is to open the proposals will decide when the specified time has arrived for the opening of the proposals. No responsibility will be attached to an officer of the City for the premature opening of a proposal not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile proposals will be considered.

2. SIGNATURES

All proposals are required to be signed by an authorized representative of the proposing entity. Proposal responses received unsigned will result in the proposal being declared unresponsive to specification and may not be further evaluated.

3. PROPOSAL ALTERATION/WITHDRAWAL

Proposals cannot be altered or amended after the submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before proposal opening time. Proposals may be withdrawn by written request signed by the Proposer prior to the time fixed for proposal opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for proposal opening. Negligence on the part of the Proposer in preparing the proposal represents no right for withdrawal after the proposal is opened. No proposals may be withdrawn or canceled for a period of one hundred eighty (180) calendar days after opening of the proposals.

4. DISQUALIFICATIONS OF PROPOSERS

Proposers may be disqualified and their proposals not considered for the following reasons, including, but not limited to:

- Proposals received after the time set for receiving proposals as stated in the RFP;
- Reason for believing collusion exists between proposers;
- Proposal containing unbalance value of any item; proposal offering used or reconditioned equipment;
- Proposer, sub-contractor or supplier being an interested party in any litigation against the City;
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- Failure to comply with any of the requirements contained herein;
- Lack of signature by an authorized representative on the proposal; or
- Proposer is indebted to the City.

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5. PROPOSAL OPENINGS

All proposals submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the RFP. The City will identify the names of the proposers during this time, but no other information will be communicated. The reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of La Marque Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and Contract documents. The City will notify the successful proposer upon award of the Contract, and, according to State law, all proposals received will be available for inspection at that time, unless otherwise provided by law.

6. PROPOSAL EVALUATION AND SELECTION

City will select the Proposer that demonstrates the best value for the City based. Proposals will be evaluated using the following evaluation criteria.

Table 3-1: Proposal Evaluation Criteria

Criteria	Percent of Total
Letter of Intent, Company Overview, and Procurement Cost Reimbursement	Prerequisite
Proposed Approach	15%
Experience and References	15%
Financial History and Exceptions to Contract	5%
Transition Plan	5%
Financial Proposal	60%
Total	100%

The City La Marque may, at any time, investigate a proposer's ability to perform the services. The City may ask for additional information about the company and its service on previous contracts. Proposers may choose not to submit information in reply to the City's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular Proposal.

Please be aware that the City of La Marque may use sources of information not supplied by the Proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of La Marque.

The City of La Marque may enter into discussions with Proposers concerning the services proposed. These discussions will be on an individual basis and closed to third parties and other Proposers. The City reserves the right to negotiate all elements that comprise the successful Proposer's response to ensure that the best possible consideration be afforded to all concerned.

Award of a Contract, if any, will be made by Council Resolution of the City Council. No work shall commence until the Contract documents are signed. No Contract shall be binding on the City until it has been executed by the appropriate authorized signatory for each entity. Further, no Contract for this project may be signed by the City of La Marque without the authorization of the La Marque City Council.

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After the Contract is signed, the City will not make allowances for any failures by the successful Proposer, which affect the ability to provide services explicitly included in the Contract.

The City reserve the right to waive any formality or irregularity, to make award or, or to reject any or all proposals.

7. PROPOSAL TABULATION

After award of the Contract, Proposers desiring a copy of the Proposal tabulation may request it by enclosing a self-addressed, stamped envelope with the Proposal. PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.

8. PROTESTS

All protests must be submitted in writing to the City Manager within five (5) working days following the opening of the proposals. This includes all protests relating to advertising of Proposal notices, deadlines, Proposal opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this RFP. Protests relating to staff recommendations may be directed to the City Manager within five (5) working days of the staff recommendation to the City Council. Unless otherwise provided by law, all staff recommendations will be made available for public review by inclusion in the agenda packet for the City Council meeting at which the Proposal will be considered.

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SECTION 4: GENERAL CONDITIONS OF PROPOSING

This RFP does not commit the City of La Marque to award a Contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this RFP if it is in the best interest of the City.

PROPOSING

1. PRICING

Price(s) quoted must be held firm for a minimum of one hundred eighty (180) days from the date of Proposal closing. In the case of estimated requirement contract Proposal, the prices must remain firm for the period as specified in the bid. "Discount from list" Proposals are not acceptable unless specifically requested in the bid.

2. TAXES

The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request.

3. QUANTITIES

In the case of estimated requirements, contract bid quantities appearing are estimated as realistically as possible. However, the City reserve the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this Proposal regardless of quantity. The successful Proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

4. ERROR-QUANTITY

Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

5. EXCEPTIONS/SUBSTITUTIONS

All submittals meeting the intent of this request for proposal will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the specifications of the invitation. The City of La Marque reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

6. PROPRIETARY INFORMATION

If a Proposal contains proprietary information, the Proposer must declare such information as proprietary if Proposer does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

7. CORRESPONDENCE

The RFP number assigned to this Project must appear on ALL correspondence, inquiries, Proposal submittal documents, etc. pertaining to this Request for Proposals.

8. ADDENDA

Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of La Marque City Secretary. An attempt will be

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made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Proposers shall acknowledge receipt of all addenda in the designated area on the RFP document. It is the responsibility of the Proposer to ensure receipt of all addenda and to include the changes in this RFP document.

9. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the Contract will be made in writing by the City.

10. INQUIRIES

Any inquiries concerning the RFP documents shall be addressed to the City Secretary. Any attempt on the part of a Proposer or his representative to contact an elected official of the City regarding this RFP or its award will disqualify the Proposer.

PERFORMANCE

1. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS

A prospective Proposer must affirmatively demonstrate Proposer's responsibility. In addition to the factors identified in Section 8 of the Instructions to Proposers herein, a prospective Proposer must meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics; and
- E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

2. ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey this Contract in whole or in part, without the prior written consent of the City.

3. PATENT RIGHTS

The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods or services supplied.

4. ETHICS

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

MISCELLANEOUS

1. CONFIDENTIALITY

In accordance with state law, proposals shall be opened so as to avoid disclosure of contents to competing proposers and shall be kept secret and confidential during the process of negotiation. All proposals submitted for this RFP shall be open for public inspection after Contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not be opened for public inspection upon mere request under the Open Records Act. Such matters will be returned to Proposer, upon request, after award of the Contract. If a third party challenges the trade

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secret or confidential nature of certain information, it will be the responsibility of the Proposer to defend that challenge.

2. SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3. NO PROHIBITED INTEREST

The Proposer acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all Proposers shall submit a completed conflict of interest questionnaire as provided herein with their Proposal submittal.

4. UNAUTHORIZED COMMUNICATIONS

From the release of this RFP through the City Council award of a Contract, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the City Secretary, or as otherwise herein provided is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, member of the RFP evaluation, interview, or selection panels, City staff, or City's consultant regarding any matters pertaining to this RFP, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

5. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES

By submission of a Proposal response, the Proposer represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the Proposer has not been found to be liable for such practices in such proceedings.

6. FELONY CRIMINAL CONVICTIONS

The Proposer represents and warrants that neither the Proposer nor the Proposer's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Proposer has fully advised the City as to the facts and circumstances surrounding the conviction.

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SECTION 5: BACKGROUND AND SCOPE OF SERVICES

Each Proposer shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a Proposal, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of RFP forms.

BACKGROUND

The City of La Marque is located in the south central portion of Galveston County within a 14 miles of Galveston and 38 miles of Houston. The current Solid Waste and Recycling services contract provides for Residential Services, Commercial Services, Roll-off Services, and City Services. This section provides background information regarding the current program. The City seeks to maintain the rates to Residential Customers while providing a high level of service to residents and businesses within the City of La Marque.

1. RESIDENTIAL SERVICES

City of La Marque is home to approximately 15,130 residents. Currently, City residents receive twice per week Collection of Solid Waste. Residents may request additional Solid Waste Carts for a fee. Table 5-1 provides a summary of current service levels for Residential Customers in the City of La Marque.

Table 5-1: Residential Services Customer Count by Service Level

Type of Residential	Count of Solid Waste Carts	Customer Count¹
Single-family	One Solid Waste Cart	4,647
	Two Solid Waste Cart	421
	Three Solid Waste Cart	12
	Four Solid Waste Cart	3
	Five Solid Waste Cart	1
	Subtotal Single-family Residential	5,084
Multi-family	One Solid Waste Cart	12
	Two Solid Waste Cart	104
	Three Solid Waste Cart	49
	Four Solid Waste Cart	0
	Five Solid Waste Cart	0
	Subtotal Multi-family Residential	165
Total Residential		5,249

1. Based on current contractor invoice for October 2016.

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In addition to Solid Waste Services, City residents receive once every other week Collection of Program Recyclable Materials and once per week Collection of Bulky Waste. Solid Waste and Recycling Services are collected via 95-gallon Carts provided and owned by the current contractor. Residential Services, including Bulky Waste Services, does not have any set-out limits. In addition, Bulky Waste does not have any weight limitation and is not required to be bundled. Currently, residents do not receive a separate Collection of Yard Waste. Residents may set-out Yard Waste in the Solid Waste Carts or as Bulky Waste.

2. COMMERCIAL SERVICES

In addition to providing Residential Services, the current contractor provides Commercial Services within the City of La Marque. The majority of City businesses utilize dumpsters for Commercial Services. Some City businesses utilize 95-gallon Carts provided and owned by the current contractor for Commercial Services. Table 5-2 provides a summary of current service levels for Commercial Customers in the City of La Marque.

Table 5-2: Commercial Services Customer Count by Service Level

Container Type	Container Count/Size	Weekly Collection Frequency ¹						Total
		1	2	3	4	5	6	
Cart	One 95 gallon cart	-	172	-	-	-	-	172
	Two 95 gallon cart	-	21	-	-	-	-	21
	Three 95 gallon cart	-	6	-	-	-	-	6
	Four 95 gallon cart	-	6	-	-	-	-	6
	Five 95 gallon cart	-	2	-	-	-	-	2
	Subtotal Carts	-	207	-	-	-	-	207
Dumpster	2 CY dumpster	39	10	1	-	-	-	50
	3 CY dumpster	19	5	-	-	-	-	24
	4 CY dumpster	28	8	8	1	1	-	46
	6 CY dumpster	14	13	6	-	1	-	34
	8 CY dumpster	24	21	14	1	4	1	65
Subtotal Dumpster		124	57	29	2	6	1	219
Total Commercial		124	264	29	2	6	1	426

1. Cart and Dumpster service level information based on current contractor invoice for October and September 2016 respectively.

3. ROLL-OFF SERVICES

The current contractor also provides Roll-off Services within the City of La Marque. Table 5-3 provides a summary of pulls by roll-off size from September 2015 thru September 2016.

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Table 5-3: Roll-off Services Information

Roll-off Size	Pulls
20	39
30	150
40	78
42	4
Total	271

4. CITY SERVICES

The City receives Solid Waste Services for City Facilities at no charge. Generally, the current contract does not provide Recycling Services for City Facilities. Table 5-3 contains a list of current City Facilities solid waste service level information. The City may adjust the service level at City Facilities from time to time.

Table 5-3: City Facilities Solid Waste Services Information

Location	Container Size	Collection Frequency
City Hall	8 CY dumpster	1 time per week
Police Station	2 CY dumpster	1 time per week
Central Fire Station	2 CY dumpster	1 time per week
Public Works Building	4 CY dumpster	1 time per week
Public Works Building	20 CY roll-off	As needed
Public Works Building	One 65 gallon cart	1 time per week
Wastewater Treatment Plant	4 CY dumpster	1 time per week
Mahan Park	4 CY dumpster	2 time per week
Highland Bayou Park	4 CY dumpster	1 time per week
Bobby Beach Baseball Park	4 CY dumpster	1 time per week
Library	2 CY dumpster	1 time per week
City Hall Complex	Two 65 gallon carts	1 time per week
Police Station	Two 65 gallon carts	1 time per week
Central Fire Station	One 65 gallon cart	1 time per week
Public Works Building	One 65 gallon cart	1 time per week

The City also receives sponsorships and additional services at no charge. The following are sponsorships and additional services provided at no charge under the current contract:

- **Annual Bayou Fest Services.**
 - Direct annual Sponsorship Donation – Twenty thousand dollars (\$20,000.00)

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- **In-Kind Services:** Up to a maximum annual contribution of four thousand dollars (\$4,000.00).
 - Portable toilets and service as needed.
 - Roll-Off containers, services and disposal as needed.
 - Event Boxes and Liners as needed.
- **Citywide Document Shredding Days.** Labor, equipment and publicity to stage two (2) events per year. Event timing determined by the City up to a maximum annual contribution value of two thousand dollars (\$2,000.00).
- **Citywide Electronic Waste Recycling Days.** Labor, equipment, materials and publicity to stage two (2) events per year. Event timing determined by the City up to a maximum annual contribution value of two thousand dollars (\$2,000.00).
- **Annual Citywide Cleanup.** In kind services (roll off boxes and disposal) with event timing determined by the City up to a maximum annual contribution value of two thousand dollars (\$2,000.00).
- **Ongoing Green Waste Recycling.** No cost utilization of a local landfill disposal site for self-delivery of green waste for recycling by City of La Marque residents.
- **Chamber of Commerce Events.** During the year, current contractor partners with the City to support the local Chamber of Commerce Events as agreed upon between the City and current contractor.
- **Solid Waste Disposal.** No cost utilization of a local landfill for disposal of solid waste by City and City of La Marque residents. Current contractor reported 155 loads (280 tons) from City and 354 loads (616 tons) from City of La Marque residents.

SCOPE OF SERVICES

To provide the best value for the City, the City encourages vendors to team together to provide the scope of services requested by the RFP. The purpose of this section is to familiarize Proposers with the requested scope of services. **The City is in the process of drafting a Contract providing the complete scope of services. The City will provide the Contract for Proposers review via addendum within the upcoming weeks. The purpose of this section is to familiarize the Proposers with key components of the requested scope of services to be included in the Contract.**

1. CONTRACT TERM

A Contract awarded in response to this RFP will commence as soon as possible on the date agreed upon by the City and the successful Proposer but no later than October 1, 2017. The initial term of the Contract will be seven (7) years. After the initial term, the City may renew the Contract for two (2) additional renewal terms of three (3) years each.

2. EXCLUSIVE FRANCHISE

The successful Proposer will be granted the exclusive right to provide Residential Services, Commercial Services, Roll-off Services, and City Services except as explicitly excluded in the Contract. The exclusive franchise does not apply to a private entity that contracts to provide temporary solid waste disposal services to a construction project.

3. RESIDENTIAL SERVICES

The successful Proposer will provide twice per week Solid Waste Services, every other week Recycling Services, and once per week Bulky Waste Services to each Residential Services Unit. Residents may set-out Yard Waste to be Collected and Disposed as part of Solid Waste Services or Bulky Waste Services.

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4. COMMERCIAL SERVICES

In addition to Residential Services, the successful Proposer will provide Collection of Solid Waste via Dumpsters to Commercial Services Units. For Commercial Services Units that are low waste generators, the successful Proposer will provide twice per week Collection of Solid Waste via Carts. The successful Proposer will offer, as a non-exclusive service, Collection and Processing of Program Recyclable Materials to Commercial Services Units. To incentivize Recycling, the Service Fee for Recycling Services shall be equal to or less than the equivalent Solid Waste Service Fee. Non-exclusive Commercial Services must be provided for any Commercial Service Unit requesting the service.

5. ROLL-OFF SERVICES

The successful Proposer will also provide Collection of Solid Waste via Roll-offs to Customers. Upon request of vendors providing services related to the City's Blight Reduction Plan, the successful Proposer shall provide Collection of Solid Waste via Roll-offs to such vendors in accordance with the specifications and rates in the Contract.

6. CITY SERVICES

The successful Proposer shall provide City Services at no charge to the City in accordance with the Contract. City Services will include the following:

- **City Facilities Solid Waste and Recycling Services.** Collection and Disposal of Solid Waste from City Facilities and Collection and Processing of Program Recyclable Materials from City Facilities.
- **City Facilities Shredding Services.** Collection, Shredding, and Recycling of Office Paper from City Facilities.
- **Annual Bayou Fest Services.**
 - Direct annual sponsorship donation – Fifty thousand dollars (\$50,000.00)
 - In-Kind Services: Up to a maximum annual contribution of four thousand dollars (\$4,000.00).
 - Portable toilets and Service as needed.
 - Roll-Off containers, Services and Disposal as needed.
 - Event Boxes and Liners as needed.
- **City Youth Sponsorship.** Direct annual sponsorship donation – Twenty-five thousand dollars (\$25,000.00).
- **Citywide Document Shredding Days.** Labor, equipment and publicity to stage two (2) events per year. Event timing to be determined by the City.
- **Citywide Electronic Waste Recycling Days.** Labor, equipment, materials and publicity to stage two (2) events per year. Event timing to be determined by the City.
- **Annual Citywide Cleanup.** In kind services (roll off boxes and disposal) with event timing to be determined by the City.
- **Ongoing Green Waste Recycling.** No cost utilization of a local landfill disposal site for self-delivery of green waste for recycling by City of La Marque residents.
- **Chamber of Commerce Events.** Support the local Chamber of Commerce Events as agreed upon between the City and current contractor.
- **Solid Waste Disposal.** No cost utilization of a local landfill for disposal of solid waste by City and City of La Marque residents.

7. BULKY WASTE

Bulky Waste must, at a minimum, include Yard Waste and any item that will not properly fit inside of a Cart, and or requires special attention.

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8. PROGRAM RECYCLABLE MATERIALS

Program Recyclable Materials must, at a minimum, include the following materials currently accepted:

- **Paper.** Corrugated cardboard, paperboard, brown paper bags, manila envelopes, newspaper, magazines, office paper, junk mail, and phonebooks.
- **Plastics.** Plastic containers with #1 or #2 resin code.
- **Metals.** Aluminum, steel, and tin cans.
- **Glass.** Bottles, jars, and containers.

The City requests Proposers to identify other materials that City may include in the Recycling Services.

9. RESIDENTIAL SERVICES SET-OUT LIMITS

The successful Proposer shall Collect all materials Set-out by a Residential Service Unit including, but not limited to, the following:

- All materials inside and outside of Carts; and
- Household Hazardous Waste, Electronics, and Tires.

Bulky Waste Set-outs shall not have a weight limitation and shall not be required to be bundled. The successful Proposer may charge a Residential Service Unit an additional fee for Bulky Waste in excess of five cubic yards per Scheduled Collection Day.

10. DISPOSAL AND PROCESSING OF MATERIALS COLLECTED

The successful Proposer shall be responsible for Disposal of Solid Waste and Bulky Waste and Processing of Recyclable Materials Collected within the City. The successful Proposer shall Process a minimum of ninety-five percent (95%) by weight of Recyclable Materials into Recovered Material. Disposal of Recyclable Materials will be considered a breach of the Contract and will be subject to administrative fees and potential termination of the Contract, as described in the Contract.

11. COLLECTION DAYS FOR RESIDENTIAL SERVICES

The successful Proposer may provide Residential Services within the City from Monday through Friday. The City prefers the successful Proposer provide all Collections, Solid Waste Services, Recycling Service, Bulky Waste Services and any other Collection services included in Residential Services, to any Residential Service Unit on the same Scheduled Collection Day for such household.

12. HOLIDAYS

City and the successful Proposer shall mutually agree to holidays to be observed. If a holiday occurs on a scheduled Collection day for a Residential Service Unit, the successful Proposer shall perform the Collection for the holiday and the remainder of the Collection week on the next calendar day after the Scheduled Collection Day.

13. COLLECTION LOCATION

Unless otherwise instructed in writing by City, the successful Proposer shall provide Collection for each Residential Service Unit at the street curb. Side door Collection for Residential Service Units that qualify will be provided at no additional charge. All other Collections shall be provided at a location agreed upon between the successful Proposer and the customer and not objected to by the City.

14. PUBLIC EDUCATION AND OUTREACH

Public education and outreach will be a partnership between the City and the successful Proposer. The successful Proposer shall develop, submit for City approval, and distribute non-acceptable set-out notices. In addition, the successful Proposer will provide and distribute annually a magnet per Residential Service Unit including new Residential Service Units. The successful Proposer will provide and affix a sticker per Residential Cart describing the Scheduled Collection Days for the year. All other public

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education and outreach will be developed by the City with the assistance, upon request of the City, of the successful Proposer. All public education and outreach must be approved by the City.

15. CARTS

The Proposer will be responsible for the purchase of the Carts. The successful Proposer shall purchase new Carts that meet the requirements set forth in the Contract. For example, Solid Waste Carts must be 95 and 65 gallon and Recycling Carts must be 95 gallon. In addition, Recycling Carts must have a full-color in-mold label on the lid of the Cart of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches. The successful Proposer will be responsible for distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to the carts/bins. The City shall assume ownership of Carts in the possession of Residential Service Units at the expiration of the Contract

16. COLLECTION VEHICLES

The successful Proposer shall utilize Collection Vehicles that meet the requirements set forth in the Contract. This includes a requirement that throughout the term of the Contract the frontline Collection Vehicles shall be an average age of three and a half (3.5) years and each frontline Collection Vehicle shall be eight (8) years old or less. No third-party advertisements will be allowed on trucks used for City Collections. All Collection Vehicles must be kept in good, clean appearance and operating efficiently. Proposer shall provide sufficient number of Collection Vehicles to provide service in compliance with Contract. The City prefers for Collection Vehicles providing Residential Services to be dedicated to the City (i.e. only provide services within the City).

17. CUSTOMER SERVICE

The successful Proposer shall be responsible for receiving customer service requests in accordance with the requirements of the Contract. As set forth in the Contract, the successful Proposer shall provide daily reports to the City concerning the status of customer service requests and resolutions.

18. BILLING

Excluding Excess Bulky Waste Fee, the City shall be responsible for billing Residential Services. The City shall pay the successful Proposer for Residential Services based on active water accounts. The City shall also be responsible for billing Commercial Services. The successful Proposer shall be responsible for all other billings including, Excess Bulky Waste Fee and Roll-off Services.

19. REPORTING

The successful Proposer shall provide the City with monthly reports within seven (7) calendar days following the end of the month and annual reports within thirty (30) calendar days following the end of the calendar year summarizing the reporting requirements defined in the Contract. Reports shall be provided in a format approved by the City (e.g. electronic transmittal, Excel file).

20. PROCURMENT COST REIMBURSEMENT

Upon execution of the Contract, the successful Proposer shall reimburse the City seventy five thousand dollars (\$75,000) for the cost of procuring solid waste and recycling services.

21. FRANCHISE FEE

All fees proposed in Form 7 exclude Franchise Fee. For services billed by the successful Proposer, the successful Proposer shall remit Franchise Fees for such services in accordance with the Contract.

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22. PERFORMANCE BOND AND INSURANCE

The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Contract.

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SECTION 6: PROPOSAL CONTENT

Proposers must submit the following information with the Proposal packets in support of their Proposals. Proposers shall use the following format as a Table of Contents for submittals.

SECTION 1 – COVER LETTER, COMPANY OVERVIEW, AND PROCUREMENT COST REIMBURSEMENT

1. **Cover Letter.** Proposers shall submit a cover letter transmitting the proposal to the City of La Marque. The cover letter must indicate that the proposer's company agrees to be bound by the proposal submitted to provide for the services specified in the Contract. In addition, the cover letter must contain a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The cover letter shall include a signature from a representative authorized to legally bind the proposing company. If the proposal represents offerings to be made by different firms or organizations, the City of La Marque will do business only with the Proposer and will require the Proposer's organization to assume responsibility for the total project.
2. **Company Overview.** Proposers shall complete Forms 1 thru 5.
3. **Procurement Cost Reimbursement.** No proposal will be considered unless it is accompanied by a Cashier's Check or certified check on any state or national bank, or acceptable bond, payable unconditionally to the City of La Marque. The Cashier's Check, certified check, or Bond shall be in an amount of seventy five thousand dollars (\$75,000). This security is required by the City of La Marque as evidence of good faith and a guarantee that, if awarded the Contract, the successful Proposer shall reimburse the City for the City's cost of procuring solid waste and recycling services. The Cashier's Check, certified check, or Bond will be returned to Proposer's not awarded a Contract after the City and the successful Proposer for the project have executed the Contract or if no award is made within one hundred eighty (180) days from the due date.

SECTION 2 – PROPOSED APPROACH

1. **Commencement Date.** The City's current contract expires on September 30, 2017. It is anticipated that the services provided by the successful Proposer will commence as soon as possible on a mutually agreed upon date but no later than October 1, 2017. Proposer shall identify the earliest date for which Proposer can commence providing services to the City in accordance with the Contract.
2. **Overview of Approach to Residential Services.** Residential Services are provided to each Residential Service Unit at the street curb. Proposer shall provide an overview of the proposed approach for providing the following that shall be included in Residential Services:
 - Solid Waste Services
 - Recycling Services
 - Bulky Waste Service

Proposer shall provide an overview of the proposed approach for the ensuring all materials are Collected including, but not limited to, the following:

- All materials inside and outside of Carts; and
- Household Hazardous Waste, Electronics, and Tires.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

3. **Residential Services Collection Route Schedules and Maps.** Proposer shall include a proposed route schedule and maps for each of the Residential Service Units, along with any accompanying description of the proposed routes. Proposers shall describe approach to ensure all materials are Collected on the Scheduled Collection Day. In addition, Proposer shall describe the procedure for identifying Residential Service Units designated by the City to receive side door collection.
4. **Proposed Approach to Recycling Services.** Proposer shall identify all Recyclable Materials to be Collected. Proposer shall Collect, at a minimum, the materials defined as Program Recyclable Materials in the Contract. Proposer shall identify any additional materials that can be Collected as part of the Recycling Services at no additional cost. Proposer shall describe approach to Processing materials that are Collected as part of the Recycling Services.
5. **Proposed Approach to Bulky Waste Services.** Proposer shall provide a detailed description of the vehicles and personnel to be utilized in the Collection of Bulky Waste. Proposers shall describe how the seasonal nature of Bulky Waste will be managed including a detailed plan of how Bulky Waste will be managed in peak seasons or after storms that are not FEMA declared Events.
6. **Overview of Approach to Other Services.** Proposer shall provide an overview of the proposed approach for providing the following:
 - Commercial Services (Refuse, Recycling)
 - Roll-off Services (Refuse, Recycling)
 - City Services
7. **Description of Carts.** Proposer shall describe the Carts (95 and 65 gallons) to be utilized for service in the City. The description shall include, at a minimum, the manufacturer, capacity, color, method of affixing public education and outreach information, and method for tracking Carts. Photos of the proposed Carts should be included. If requested, Proposer shall provide a sample of the Carts to the City. City shall have the sole decision in determining the appearance of Carts.
8. **Description of Dumpsters and Roll-offs.** Proposer shall describe the Dumpsters and Roll-offs to be utilized for service in the City. The descriptions shall include, at a minimum, the manufacturer, color, capacities, and logos on the containers. Photos of the proposed Dumpsters and Roll-offs should be included.

Proposers must provide a description of the maintenance program, including frequency of cleaning and any fees associated with excessive maintenance. Proposers must offer, at a minimum, Dumpster of the following sizes: two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard, and eight (8) cubic yard. In addition, Proposers must offer, at a minimum, Roll-offs of the following sizes: twenty (20) cubic yard, thirty (30) cubic yard, and forty (40) cubic yard. Lastly, Proposers must offer, at a minimum, Roll-off Compactors of the following sizes: thirty (30) cubic yard and forty (40) cubic yard.

9. **Description of Collection Vehicles.** Proposer shall provide a description of all Collection Vehicles to be used to provide services under the Contract. Collection vehicles shall comply with the requirements of the Contract. Descriptions shall include:
 - Make, model, and age of each proposed front line Collection Vehicle. Photos of each type of Collection Vehicle proposed should be included.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

- Number of front line and spare Collection Vehicles to be used to perform each service.
 - Any future Collection equipment to be acquired and a timeline for acquisition of new Collection equipment.
 - Number of personnel needed for each Collection crew to conduct each service.
 - Proposed maintenance program for all Collection Vehicles used to perform services, including a proposed frequency of cleaning Collection Vehicles.
 - Communication equipment and safety features of proposed Collection Vehicles (e.g. back-up cameras, GPS).
10. **Disposal and Processing Facility Information.** Proposers shall provide the following information for all Disposal Facility(ies) and Processing Facility(ies) to be used by the Proposers during the term of the Contract.
- Name, location, and description of the Facility and the type of material that will be Processed and/or Disposed at the location.
 - Name of the owner and operator of the Facility(ies), identifying whether the company that owns and/or operates the Facility is the same as the Proposer, a related-party entity, or subcontractor.
 - Term of the Proposer's contract with the Facility.
 - Facility(ies) total and available capacity including the specific projected life (in years).
11. **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
- Description of customer complaint resolution procedures including customer follow-up to ensure complaint is resolved to customer's satisfaction.
 - Description of missed Collections resolution procedures including ensuring missed Collections are resolved within 24 hours of receipt of notification.
 - Proposed customer call center information including number of customer service personnel, turn-around time on customer service center location, customer service phone policies, a contingency plan in case of a strike and any other pertinent and applicable information.
12. **Description of Community Relations and City Services.** Proposers shall include a description of proposed community relations. In addition, Proposer shall include information as to City Services identified in Section 5 Scope of Services paragraph 6.
13. **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing services to be performed by the successful Proposer (i.e. Excess Bulky Services Fee and Roll-off Services). Provide a detailed description of your customer billing program, including billing cycles, collection policy and practices, how service requirements are monitored, how changes in occupancy are identified and handled, and any write-off policy and/or practice used.

SECTION 3 - EXPERIENCE AND REFERENCES

1. **Experience of Key Personnel.** Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the Contract. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the Contract. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the City.

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REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Proposer shall identify which of the key personnel will be considered the Contractor's Representative, which meets the requirements of the Contract. The Contractor's Representative shall be present at the interview if the City requests an interview during the Proposal evaluation process. To assist with the transition, the City can provide the Contractor's Representative an office in City Hall. The Contractor's Representative shall contact the Contract Administrator upon conclusion of each Scheduled Collection Day to ensure all services are completed to the satisfaction of the Contract Administrator. Proposer shall identify the office location for the Contractor's Representative, during and after the transition. In addition, Proposer shall describe the response time of the Contractor to phone calls, emails and request for in person meeting from the City.

2. **References.** Proposers shall provide a minimum of three references for other communities in Texas, with preference for those in the Houston-Galveston region, for which the Proposer is currently providing similar services. For each reference, Proposer shall complete Form 5, which requires the following information:
 - Name of community and description of services provided, including number of Residential Service Units and Commercial Service Units.
 - Contact person, including name, title, phone number, and email address.
 - Number of years of service and year in which services began.
3. **List of Recently Disposed and Pending Litigation.** Provide the style and cite of any current pending litigation and any litigation settled or disposed within the past two (2) years against the proposer, as it pertains to Texas Contracts including its parent, sister or subsidiary companies.
4. **History of Regulatory Compliance.** Proposer shall provide a list of any current pending administrative orders or violations of federal, state and local, laws, rules and codes for which the proposer has been cited, punished or reprimanded, including its parent, sister or subsidiary companies. Also include any violations settled or disposed of within the past three (3) years.

SECTION 4 – FINANCIAL HISTORY AND EXCEPTIONS TO CONTRACT

1. **Financial History.** Proposer shall provide audited financial statements for the past 5 years, list major stockholders/principal owners, list principal corporate officers and provide annual report to shareholders, if available/applicable. The information requested in this section is for the proposer's parent company. It is not required that the proposer provide this information for local operations, although such information would be helpful in the overall assessment of the proposal.
2. **Proposed Exceptions to Contract.** Proposer shall identify any and all exception(s) to this RFP and the Contract in Attachment D. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s), state the reason for such exception(s), and how Proposer believes City may benefit from same. For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP or the Contract will be considered and included in the City's evaluation. Note: If nothing is provided in this section, it will be assumed that the formal proposal is for the services as specifically described in the Contract. Proposers shall use Form 6 to identify any exceptions.

SECTION 5 – TRANSITION PLAN

Proposer will describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the City. In the

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

transition plan, Proposer must describe the following:

- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach, including equipment, personnel, and schedule, for delivering Carts to Customers. Proposers shall also describe how the delivery of Carts will be conducted in coordination with the removal of the existing cans used by the Customers.
- Proposed approach for Commercial Container delivery, including a proposed date for the completed transition.
- Detailed schedule for the transition.
- Proposed strategies for Customer communication regarding the transition of service providers.

SECTION 6 – FINANCIAL PROPOSAL

Proposer shall complete Form 7 Financial Proposal Forms.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ATTACHMENT A - FORMS

FORM 1: SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident Proposers. A governmental entity may not award a governmental contract to a nonresident Proposer unless the nonresident underbids/proposals the lowest Proposal submitted by a responsible resident Proposer by an amount that is not less than the amount by which a resident Proposer would be required to underbid the nonresident Proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

CITY OF LA MARQUE
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ATTACHMENT A - FORMS

FORM 2: COMPANY INFORMATION

Proposer Name:			
Full Name of Business:			
Type of Corporate Entity:			
Tax ID:			
Principal Business Address:			
Local Business Address			
(if available)			
Contact Name:		Title:	
Telephone Number:		Email Address:	

Authorized Representative(s)

Provide the names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(A)	
(B)	
(C)	

Subcontractor(s)

List all firms participating on this proposal and provide a description of services to be provided by such firm:

	Name	Description of Services
(A)		
(B)		
(C)		
(D)		

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ATTACHMENT A - FORMS

FORM 3: PROPOSAL CERTIFICATION

REQUEST FOR PROPOSALS #17-01
SOLID WASTE AND RECYCLING SERVICES
FOR CITY OF LA MARQUE

1. In submitting this Proposal, Proposer represents the following:
 - a. Proposer has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):
Addenda: _____
Date: _____ Signature: _____
 - b. Proposer has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
 - c. Proposer has given the City written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Proposer.
 - d. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid. Proposer has not solicited or induced any person, firm, or corporation to refrain from bidding. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
 - e. Proposer hereby certifies that the Proposal prices contained in this Proposal have been carefully reviewed and are submitted as correct and final.
 - f. This Proposal will remain open and subject to acceptance for one hundred eighty (180) days after the day of Proposal opening.
2. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Proposers, General Conditions for Bidding and any Special Conditions contained herein.
3. Proposer hereby certifies that, if this Proposal is accepted, the Proposal constitutes a contract between the undersigned Proposer and the City of La Marque to furnish the services, materials and/or equipment as specified or indicated in these RFP documents for the price indicated in this Proposal and in accordance with the other terms and conditions of such contract documents.

PROPOSER:

Company: _____ Date: _____

Signature: _____

Printed Name: _____ Title: _____

Address: _____ City, State & Zip: _____

Telephone Number: _____ Fax: _____

E-mail address: _____ Federal EID #/SSN #: _____

CITY OF LA MARQUE
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ATTACHMENT A - FORMS

FORM 4: SUPPLEMENTAL INFORMATION FOR CONTRACT DEVELOPMENT

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | ☐ | YES | ☐ | NO |
| 2. Partnership | ☐ | YES | ☐ | NO |
| 3. Corporation | ☐ | YES | ☐ | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ATTACHMENT A - FORMS

FORM 5 - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
	OFFICE USE ONLY	
This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of La Marque and the person meets the requirements under Section 176.006(a). By law this questionnaire must be filed with the City Secretary of the City of La Marque not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received:	
1. Name of person who has a business relationship with the City of La Marque.		
2. ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3. Name of local government officer with whom filer has employment or other business relationship.		
_____ Name of Officer		
This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire? Yes _____ No _____		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of La Marque? Yes _____ No _____		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes _____ No _____		
D. Describe each employment or business relationship with the local government officer named in this section.		
4.		
_____ Signature of person doing business with the government entity	_____ Date	

**CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

ATTACHMENT A - FORMS

FORM 6 - EXCEPTIONS

Proposer Name: _____

List any exceptions to the RFP or Contract below. Provide a summary discussion of reasons for proposed exceptions and include any proposed alternative.

Exceptions

If additional space is needed, include additional copies of this page.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ATTACHMENT A - FORMS

FORM 7 AND 8 – FINANCIAL PROPOSAL FORMS

**Form 7.1: Proposed Monthly Fees for Solid Waste Services, Recycling Services,
and Bulky Waste Services for Residential Service Units**

Proposers shall complete Form 7.1 to provide the City with an understanding of base financial proposal for Residential Services.

Description	Proposed Monthly Service Fee per Residential Service Unit ¹	
	Initial Cart	Each Additional Cart
Solid Waste Services		
Twice per week ²	per month	per month
Recycling Services		
Once per every other week ²	per month	\$0.00 per month
Bulky Waste Services		
Once per week	per month	NA

1. Proposed fee includes Collection and Disposal of all Solid Waste and up to five cubic yards of Bulky Waste and Collection and Processing of all Program Recyclable Materials. Proposed fee excludes Franchise Fee.
2. Includes all Cart costs.

Form 7.2: Proposed Fees for Additional Bulky Waste Service for Residential Service Units

Proposer shall Collect all materials Set-out by a Residential Service Unit. Proposer may charge a Residential Service Unit an additional fee for Bulky Waste in excess of five cubic yards per Scheduled Collection Day. Proposers shall complete Form 7.2 to provide the City with an understanding of the additional fee for Collection and Disposal of Bulky Waste in excess of 5 cubic yards from a Residential Service Unit.

Description ¹	Proposed Additional Fee per Residential Service Unit ¹
Additional Bulky Waste Services⁴	
Per occurrence	per additional 5 cubic yards

1. Collection and Disposal of up to five cubic yards is included in the base financial proposal (See Form 7.1). Proposed fee for Additional Bulky Waste Services includes Collection and Disposal for each additional five cubic yards of Bulky Waste. Proposed fee excludes Franchise Fee.

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ATTACHMENT A - FORMS

Form 7.3: Proposed Monthly Fees for Solid Waste Services via Carts for Commercial Service Units

Proposers shall complete Form 7.3 to provide the City with an understanding of the financial proposal for Commercial Services via Carts.

Description	Proposed Monthly Service Fee per Commercial Service Unit ¹	
	Initial Cart	Each Additional Cart
Solid Waste Services		
Once per week ²	per month	per month

1. Proposed fee includes Collection and Disposal of all Solid Waste. Proposed fee excludes Franchise Fee.
2. Includes all Cart costs.

**Form 7.4: Proposed Monthly Fees for Solid Waste Services via Dumpster
for Commercial Service Units**

Proposers shall complete Form 7.4 to provide the City with an understanding of the financial proposal for Commercial Services via Dumpsters.

Dumpster Type and Size	Weekly Collection Frequency ^{1, 2}						
	1	2	3	4	5	6	7
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							

1. Proposed fee includes Collection and Disposal of all Solid Waste. Proposed fee excludes Franchise Fee.
2. Includes all Dumpster costs.

**Form 7.5: Proposed Fees for Extra Collections for Solid Waste Services via Dumpster
for Commercial Service Units**

Proposers shall complete Form 7.5 to provide the City with an understanding of the additional fee for extra Collections for Commercial Services via Dumpsters.

Dumpster Type and Size	Fee ^{1, 2} (Per Pickup)
2 CY Dumpster	
3 CY Dumpster	
4 CY Dumpster	
6 CY Dumpster	
8 CY Dumpster	

1. Proposed fee includes Collection and Disposal of all Solid Waste. Proposed fee excludes Franchise Fee.
2. Includes all Dumpster costs.

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ATTACHMENT A - FORMS

Form 7.6: Proposed Fees for Solid Waste Services via Roll-off

Proposers shall complete Form 7.6 to provide the City with an understanding of the financial proposal for Roll-off Services.

Roll-off Type and Size ¹	Container Rental Fee ² (Per Month)	Initial Delivery Fee ² (One-time)	Collection Fee ² (Per Pull)	Disposal Fee ² (Per Ton)
10 CY Roll-off				
20 CY Roll-off				
30 CY Roll-off				
40 CY Roll-off				
30 CY Roll-off Compactor				
40 CY Roll-off Compactor				

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Contract.
2. Proposed fee excludes Franchise Fee.

Form 7.7 – Proposed Other Fees for Dumpsters and Roll-offs

Proposers shall complete Form 7.7 to provide the City with an understanding of additional fees for Commercial Services via Dumpsters and Roll-off Services.

Description of Service	Fee ¹
Lock	per month
Set of Casters	per month
Opening and Closing of Enclosures	No Charge
	per _____
	per _____

1. Proposed fee excludes Franchise Fee.



Addendum #1

May 4, 2017

The City of La Marque, Texas is now issuing the following addendum for:

SOLID WASTE AND RECYCLING SERVICES RFP #17-01

The addendum consists of the following:

1. Amend Inquiries Deadline to 2:00 p.m. CST on Wednesday, May 10, 2017.
2. Amend Section 4 General Conditions of Proposing, Miscellaneous, 6 Felony Criminal Convictions as follows:

~~"The City has a strong preference Proposer represents and warrants that neither the Proposer nor the Proposer's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Proposer has fully advised the City as to the facts and circumstances surrounding the conviction."~~

3. Amend Section 5 Background and Scope of Services, Scope of Services, 3 Residential Services as follows:

"The successful Proposer will provide twice per week Solid Waste Services, every other week Recycling Services, and once per week Bulky Waste Services to each Residential Services Unit. Residents may set-out Yard Waste to be Collected and Disposed as part of Solid Waste Services or Bulky Waste Services.

~~Prior to awarding the Contract, the City will decide whether to include once per month on-call Household Hazardous Waste and Electronics Services as part of Residential Services. If the City elects to include once per month on-call Household Hazardous Waste and Electronics Services, the successful Proposer will not provide Citywide Electronic Waste Recycling Days as part of City Services."~~

4. Amend Section 5 Background and Scope of Services, Scope of Services, 8 Bulky Waste as follows:

"Bulky Waste must, at a minimum, include Yard Waste and any item that will not properly fit inside of a Cart, ~~and or requires special attention."~~

5. Amend Section 5 Background and Scope of Services, Scope of Services, 9 Residential Services Set-out Limits as follows:

“The successful Proposer shall Collect all materials Set-out by a Residential Service Unit including, but not limited to, all materials inside and outside of Carts. ~~the following:~~

- ~~All materials inside and outside of Carts; and~~
- ~~Household Hazardous Waste, Electronics, and Tires.~~

Bulky Waste Set-outs shall not have a weight limitation and shall not be required to be bundled. The successful Proposer may charge a Residential Service Unit an additional fee for Bulky Waste in excess of five cubic yards per Scheduled Collection Day. The successful Proposer may not charge a Residential Service Unit an additional fee for bagged Solid Waste, including but not limited to Yard Trimmings, outside of Carts or for any other services unless explicitly authorized by the Contract.”

6. Amend Section 5 Background and Scope of Services, Scope of Services, 11 Collection Days for Residential Services as follows:

“The successful Proposer may provide Residential Services within the City from Monday through Friday. The City prefers the successful Proposer provide ~~all Collections Recycling Services on the first Scheduled Collection Day for,~~ Solid Waste Services, ~~Recycling Service,~~ The City prefers the successful Proposer provide Bulky Waste Services on the second Scheduled Collection Day for Solid Waste Services and any other Collection services included in Residential Services, to any Residential Service Unit on the same Scheduled Collection Day for such household. Proposers may service areas of the City on Monday/Thursday and other areas on Tuesday/Friday or Proposers may service the entire City on the same Scheduled Collection Days.”

7. Amend Section 5 Background and Scope of Services, Scope of Services, 2 Exclusive Franchise as follows:

“The successful Proposer will be granted the exclusive right to provide Residential Services, Commercial Services, Roll-off Services, and City Services except as explicitly excluded in the Contract. The exclusive franchise does not apply to a private entity that contracts ~~to provide for~~ temporary ~~solid waste disposal roll-off~~ services ~~to a construction project.~~

8. Amend Section 5 Background and Scope of Services, Scope of Services, 6 City Services: as follows

“Citywide Electronic Waste Recycling Days. If the City elects to not include once per month on-call Household Hazardous Waste and Electronics Services as part of Residential Services, City Services shall include labor, Labor, equipment, materials and publicity to stage two (2) events per year. Event timing to be determined by the City.”

9. Amend Section 5 Background and Scope of Services, Scope of Services, 15 Carts as follows:

“The Proposer will be responsible for the purchase of the Carts. The successful Proposer shall purchase new Carts that meet the requirements set forth in the Contract. For example, ~~Solid Waste~~ Carts must be approximately 95 and 65 gallons and Recycling Carts must be 95 gallon. In addition, Recycling Carts must have a full-color in-mold label on the lid of the Cart of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches. The successful Proposer will be responsible for distribution, storage, ongoing repair, replacement,

warranty issues, and other requirements related to the carts/bins. The City shall assume ownership of Carts in the possession of Residential Service Units at the expiration of the Contract.”

10. Amend Section 6 Proposal Content, Scope of Services, Section 2 – Proposed Approach, 2 Overview of Approach to Residential Services as follows:

“Residential Services are provided to each Residential Service Unit at the street curb. Proposer shall provide an overview of the proposed approach for providing the following that shall be included in Residential Services:

- Solid Waste Services
- Recycling Services
- Bulky Waste Services
- Household Hazardous Waste and Electronics Services

Proposer shall provide an overview of the proposed approach for the ensuring all materials are Collected. ~~including, but not limited to, the following:~~

- ~~• All materials inside and outside of Carts; and~~
- ~~• Household Hazardous Waste, Electronics, and Tires.”~~

11. Amend Section 6 Proposal Content, Scope of Services, Section 2 – Proposed Approach, 5 Proposed Approach to Bulky Waste Services as follows:

“**Proposed Approach to Bulky Waste Services and Household Hazardous Waste and Electronics Services.** In regards to Bulky Waste Services, Proposer shall provide a detailed description of the vehicles and personnel to be utilized in the Collection of Bulky Waste. Proposers shall describe how the seasonal nature of Bulky Waste will be managed including a detailed plan of how Bulky Waste will be managed in peak seasons or after storms that are not FEMA declared Events.

In regards to Household Hazardous Waste and Electronics Services, Proposer shall identify all Household Hazardous Waste and Electronics to be Collected if the City elects to include Household Hazardous Waste and Electronics Services in the Residential Services. Proposer shall describe approach to Collecting and Processing the Household Hazardous Waste and Electronics.

12. **Question:** Confirm if Table 5-1 provides Customer counts or Cart counts.

Answer: Customer counts.

13. **Question:** Are recycling services provided to multi-family customers?

Answer: No.

14. **Question:** How many roll-off pulls are conducted annually?

Answer: Refer to Table 5-1 in the RFP.

15. **Question:** In Section 5 Background and Scope of Services, Scope of Services, 6 City Services of the RFP, confirm whether solid waste disposal total tonnage reported represents total tonnage collected by hauler to disposal site or total tonnage self hauled by residents to disposal site.

Answer: Total tonnage self hauled by residents and City.

16. **Question:** Is Commercial recycling exclusive to the contract?

Answer: No. The successful Proposer will offer, as a non-exclusive service, Collection and Processing of Program Recyclable Materials to Commercial Services Units.

17. **Question:** In Section 5 Background and Scope of Services, Scope of Services, 4 Commercial Services, define low waste generator for commercial services.

Answer: Low waste generator is Commercial Services Unit which all solid waste generated by such customer can be contained in up to five carts serviced twice per week.

18. **Question:** Confirm whether franchise fees will be assessed to roll-off services.

Answer: Yes.

19. **Question:** Define temporary roll-off services.

Answer: Temporary means not to exceed thirty (30) calendar days. Temporary roll-off services is providing roll-off services to a property for thirty (30) calendar days or less. The exclusive franchise does not apply to a private entity that contracts for temporary roll-off services (i.e. roll-off services for thirty (30) calendar days or less to a construction project).

20. **Question:** How are tires being picked up now?

Answer: Tires are collected at special events.

21. **Question:** In Section 5 Background and Scope of Services, Scope of Services, 11 Collection Days for Residential Services of RFP, clarify what same day collection means.

Answer: Same day collection means that Recycling Services and Bulky Waste Services are provided on one of the Scheduled Collection Days for which such resident receives Solid Waste Services. The City prefers the successful Proposer provide Recycling Services on the first Scheduled Collection Day for Solid Waste Services. The City prefers the successful Proposer provide Bulky Waste Services on the second Scheduled Collection Day for Solid Waste Service.

22. **Question:** Will cart collection day be on the cart?

Answer: No.

23. **Question:** In Section 5 Background and Scope of Services, Scope of Services, 15 Carts of RFP, carts are required to have a full-color in-mold label on the lid of the Cart of Program Recyclable Materials and non-Program Recyclable Materials. What if there is a change in the Program Recyclable Materials.

Answer: If there is a change in the Program Recyclable Materials, any new carts purchased will reflect the then current list of Program Recyclable Materials.

24. **Question:** Clarify whether the Procurement Cost Reimbursement of \$75,000 will be retained by the City.

Answer: If awarded a Contract, the City shall retain the Procurement Cost Reimbursement of \$75,000 from the successful Proposer.

25. **Question:** Identify the value of the performance bond to be required.

Answer: The City will identify the value of the performance to be required in the contract to be issued via a subsequent addendum.

26. **Question:** What will be the Franchise Fee?

Answer: The City shall notify the Contractor of the Franchise Fee a minimum of ninety (90) calendar days prior to the Commencement Date. The City may increase or decrease the Franchise Fee with ninety (90) calendar day's written notice.

27. **Question:** Clarify what the franchise fee will apply to.

Answer: The franchise fee will apply to all services provided via the Contract within City.

28. **Question:** Identify the number of current customers with side door collection.

Answer: Approximately 75 customers currently receive side door collection.

29. **Question:** In Section 6 Proposal Content, Scope of Services, Section 2 – Proposed Approach, 5 Proposed Approach to Bulky Waste Services, clarify whether disaster debris is to be collected as bulky waste.

Answer: Proposers collect all Bulky Waste including Bulky Waste in peak seasons or after storms that are not FEMA declared events.

30. Amended forms in PDF writeable format attached to this addendum.

31. Performance bond form attached to this addendum.

32. Contract attached to this addendum.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ATTACHMENT A - FORMS

FORM 1: SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident Proposers. A governmental entity may not award a governmental contract to a nonresident Proposer unless the nonresident underbids/proposals the lowest Proposal submitted by a responsible resident Proposer by an amount that is not less than the amount by which a resident Proposer would be required to underbid the nonresident Proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

**CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

ATTACHMENT A - FORMS

FORM 2: COMPANY INFORMATION

Proposer Name:			
Full Name of Business:			
Type of Corporate Entity:			
Tax ID:			
Principal Business Address:			
Local Business Address			
(if available)			
Contact Name:		Title:	
Telephone Number:		Email Address:	

Authorized Representative(s)

Provide the names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

- (A)

- (B)

- (C)

Subcontractor(s)

List all firms participating on this proposal and provide a description of services to be provided by such firm:

Name	Description of Services
(A)	
(B)	
(C)	
(D)	

**CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

ATTACHMENT A - FORMS

FORM 3: PROPOSAL CERTIFICATION

**REQUEST FOR PROPOSALS #17-01
SOLID WASTE AND RECYCLING SERVICES
FOR CITY OF LA MARQUE**

1. In submitting this Proposal, Proposer represents the following:
 - a. Proposer has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):
Addenda: _____
Date: _____ Signature: _____
 - b. Proposer has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
 - c. Proposer has given the City written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Proposer.
 - d. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid. Proposer has not solicited or induced any person, firm, or corporation to refrain from bidding. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
 - e. Proposer hereby certifies that the Proposal prices contained in this Proposal have been carefully reviewed and are submitted as correct and final.
 - f. This Proposal will remain open and subject to acceptance for one hundred eighty (180) days after the day of Proposal opening.
2. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Proposers, General Conditions for Bidding and any Special Conditions contained herein.
3. Proposer hereby certifies that, if this Proposal is accepted, the Proposal constitutes a contract between the undersigned Proposer and the City of La Marque to furnish the services, materials and/or equipment as specified or indicated in these RFP documents for the price indicated in this Proposal and in accordance with the other terms and conditions of such contract documents.

PROPOSER:

Company: _____ Date: _____

Signature: _____

Printed Name: _____ Title: _____

Address: _____ City, State & Zip: _____

Telephone Number: _____ Fax: _____

E-mail address: _____ Federal EID #/SSN #: _____

**CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

ATTACHMENT A - FORMS

FORM 4: SUPPLEMENTAL INFORMATION FOR CONTRACT DEVELOPMENT

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | ☐ | YES | ☐ | NO |
| 2. Partnership | ☐ | YES | ☐ | NO |
| 3. Corporation | ☐ | YES | ☐ | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ATTACHMENT A - FORMS

FORM 5 - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
	OFFICE USE ONLY	
This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of La Marque and the person meets the requirements under Section 176.006(a). By law this questionnaire must be filed with the City Secretary of the City of La Marque not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received:	
1. Name of person who has a business relationship with the City of La Marque.		
2. ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3. Name of local government officer with whom filer has employment or other business relationship.		
_____ Name of Officer		
This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire? Yes _____ No _____		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of La Marque? Yes _____ No _____		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes _____ No _____		
D. Describe each employment or business relationship with the local government officer named in this section.		
4.		
_____ Signature of person doing business with the government entity	_____ Date	

**CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

ATTACHMENT A - FORMS

FORM 6 - EXCEPTIONS

Proposer Name: _____

List any exceptions to the RFP or Contract below. Provide a summary discussion of reasons for proposed exceptions and include any proposed alternative.

Exceptions

If additional space is needed, include additional copies of this page.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ATTACHMENT A - FORMS

FORM 7 – FINANCIAL PROPOSAL FORMS

**Form 7.1: Proposed Monthly Fees for Solid Waste Services, Recycling Services,
and Bulky Waste Services for Residential Service Units**

Proposers shall complete Form 7.1 to provide the City with an understanding of base financial proposal for Residential Services.

Description	Proposed Monthly Service Fee per Residential Service Unit ¹	
	Initial Cart	Each Additional Cart
Solid Waste Services		
Twice per week ²	per month	per month
Recycling Services		
Once per every other week ²	per month	\$0.00 per month
Bulky Waste Services		
Once per week	per month	NA
Household Hazardous Waste and Electronics Services³		
Once per month	per month	NA

1. Proposed fee includes Collection and Disposal of all Solid Waste and up to five cubic yards of Bulky Waste and Collection and Processing of all Program Recyclable Materials. Proposed fee excludes Franchise Fee.
2. Includes all Cart costs.
3. City will determine prior to award of Contract whether once per month on-call Household Hazardous Waste and Electronics Services as part of Residential Services.

Form 7.2: Proposed Fees for Additional Bulky Waste Service for Residential Service Units

Proposer shall Collect all materials Set-out by a Residential Service Unit. Proposer may charge a Residential Service Unit an additional fee for Bulky Waste in excess of five cubic yards per Scheduled Collection Day. Proposers shall complete Form 7.2 to provide the City with an understanding of the additional fee for Collection and Disposal of Bulky Waste in excess of 5 cubic yards from a Residential Service Unit.

Description ¹	Proposed Additional Fee per Residential Service Unit ¹
Additional Bulky Waste Services⁴	
Per occurrence	per additional 5 cubic yards

1. Collection and Disposal of up to five cubic yards is included in the base financial proposal (See Form 7.1). Proposed fee for Additional Bulky Waste Services includes Collection and Disposal for each additional five cubic yards of Bulky Waste. Proposed fee excludes Franchise Fee.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ATTACHMENT A - FORMS

Form 7.3: Proposed Monthly Fees for Solid Waste Services via Carts for Commercial Service Units

Proposers shall complete Form 7.3 to provide the City with an understanding of the financial proposal for Commercial Services via Carts.

Description	Proposed Monthly Service Fee per Commercial Service Unit ¹	
	Initial Cart	Each Additional Cart
Solid Waste Services		
Once <u>Twice</u> per week ²	per month	per month

1. Proposed fee includes Collection and Disposal of all Solid Waste. Proposed fee excludes Franchise Fee.
2. Includes all Cart costs.

**Form 7.4: Proposed Monthly Fees for Solid Waste Services via Dumpster
for Commercial Service Units**

Proposers shall complete Form 7.4 to provide the City with an understanding of the financial proposal for Commercial Services via Dumpsters.

Dumpster Type and Size	Weekly Collection Frequency ^{1, 2}						
	1	2	3	4	5	6	7
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							

1. Proposed fee includes Collection and Disposal of all Solid Waste. Proposed fee excludes Franchise Fee.
2. Includes all Dumpster costs.

**Form 7.5: Proposed Fees for Extra Collections for Solid Waste Services via Dumpster
for Commercial Service Units**

Proposers shall complete Form 7.5 to provide the City with an understanding of the additional fee for extra Collections for Commercial Services via Dumpsters.

Dumpster Type and Size	Fee ^{1, 2} (Per Pickup)
2 CY Dumpster	
3 CY Dumpster	
4 CY Dumpster	
6 CY Dumpster	
8 CY Dumpster	

1. Proposed fee includes Collection and Disposal of all Solid Waste. Proposed fee excludes Franchise Fee.
2. Includes all Dumpster costs.

CITY OF LA MARQUE
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

ATTACHMENT A - FORMS

Form 7.6: Proposed Fees for Solid Waste Services via Roll-off

Proposers shall complete Form 7.6 to provide the City with an understanding of the financial proposal for Roll-off Services.

Roll-off Type and Size ¹	Container Rental Fee ² (Per Month)	Initial Delivery Fee ² (One-time)	Collection Fee ² (Per Pull)	Disposal Fee ² (Per Ton)
10 CY Roll-off				
20 CY Roll-off				
30 CY Roll-off				
40 CY Roll-off				
30 CY Roll-off Compactor				
40 CY Roll-off Compactor				

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Contract.
2. Proposed fee excludes Franchise Fee.

Form 7.7 – Proposed Other Fees for Dumpsters and Roll-offs

Proposers shall complete Form 7.7 to provide the City with an understanding of additional fees for Commercial Services via Dumpsters and Roll-off Services.

Description of Service	Fee ¹
Lock	per month
Set of Casters	per month
Opening and Closing of Enclosures	No Charge
	per _____
	per _____

1. Proposed fee excludes Franchise Fee.

PERFORMANCE BOND

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

KNOW ALL MEN BY THESE PRESENTS:

That _____,

Hereinafter called Principal, and

Hereinafter called Surety, are held and firmly bound unto the City of La Marque hereinafter called Owner, in the full and just sum of

_____ Dollars, (\$_____)

good and lawful money of the United States of America for the payment of which well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement dated _____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the drawings, and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of contract, or to the work performed thereunder, or the specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

PROVIDED, FURTHER, that no final settlement between the City of La Marque and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

PRINCIPAL:

By _____

Title _____

Address _____

SURETY:

By _____

Title _____

Address _____

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

1. _____ principles to provide the following certificate:

CERTIFICATE AS TO _____ PRINCIPAL

I, _____, certify that I am secretary of the _____ named as principal in the within Bond, that _____ who signed the said Bond on behalf of the principal, was then _____ of said _____: that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said _____ by authority of its governing body.

_____ (Corporate Seal)

2. Surety shall provide a current power of attorney.
3. Date of Bond and surety power-of-attorney must not be dated prior to date of Agreement.
4. Surety companies executing bonds must appear on the Treasury Departments most current list (Circular 570 amended) and be authorized to transact business in the State of Texas.

SOLID WASTE AND RECYCLING SERVICES CONTRACT

Note that any highlighted text will be updated prior to execution of contract.

This Solid Waste and Recycling Services Contract ("Contract"), made and entered into this ____ day of _____, 2017 ("Effective Date"), by and between the City OF LA MARQUE ("City"), located in Galveston County, Texas, and _____, which is duly authorized to do business in the State of Texas ("Contractor").

WHEREAS, City issued a Request for Proposals # 17-01 (RFP) for Solid Waste and Recycling Services; and

WHEREAS, Contractor submitted a proposal in response to the RFP on or before the proposal submission deadline; and,

WHEREAS, City received and evaluated proposals from vendors in response to the RFP; and,

WHEREAS, City has the power to execute this Contract; and,

WHEREAS, Contractor has the power to execute this Contract: and,

WHEREAS, City desires to have Contractor provide those services specified hereinafter; and,

WHEREAS, Contractor desires to provide those services specified hereinafter; and,

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

1.0 **DEFINITIONS:**

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein.

- 1.01 Additional Bulky Waste Collection Notice – Public education and outreach to inform each Residential Service Unit with Bulky Waste Set-out in excess of five (5) cubic yards the following: (a) the date (b) quantity of additional Bulky Waste, (c) fee for Collection of the additional Bulky Waste, and (d) Contractor's customer service telephone number, and (e) any other information City requests.
- 1.02 Applicable Law – Any permits, licenses, and approvals, issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency, and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.
- 1.03 Bulky Waste – Solid Waste generated at a Residential Service Unit that are not easily contained in a Solid Waste Cart such as Yard Trimmings, White Goods, appliances, furniture, household equipment, swing sets, bicycles, scrap metal, Construction and Demolition Debris and other items not easily contained in a Solid Waste Cart.

- 1.04 Bulky Waste Services – The Collection and Disposal of Bulky Waste.
- 1.05 Business Day – Any day, Monday through Friday, from 8:00 A.M. Central Time to 5:00 P.M. Central Time, which is not a designated holiday under this Contract.
- 1.06 Cart – A receptacle equipped with wheels, a bar, and an RFID tag (UHF), with a capacity of approximately ninety-five (95) gallons and designed to be mechanically dumped into a loader-packer type truck by a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B), purchased with a ten (10) year manufacturer's warranty, and approved for use by City.
- 1.07 City – City of La Marque, Texas, a municipal corporation, includes City officers, elected officials, employees, agents, volunteers and representatives.
- 1.08 City Facility – Any City owned or operated facility designated by the Contract Administrator to receive City Services under this Contract. City has the authority to add or eliminate any City Facility to receive City Services.
- 1.09 Collect or Collection – The act of removing Solid Waste or Bulky Waste for transport to a Disposal Site, or the act of removing Program Recyclable Materials for transport to a Processing Facility.
- 1.10 Commencement Date – October 1, 2017, the date on which Contractor shall begin performing the Services in accordance with this Contract.
- 1.11 Commercial Container – A Cart or Dumpster.
- 1.12 Commercial Service Unit – All premises, locations or entities, public or private, requiring Collection services within the corporate limits of City that are not classified as a Residential Service Unit or City Facility.
- 1.13 Construction or Demolition Waste – Waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.14 Contamination – The existence of any material or substance on or contained in Recyclable Materials other than Recyclable Materials.
- 1.15 Contract – This document, including any written attachment thereto as agreed upon by City and Contractor.
- 1.16 Contract Administrator – The person, or his designee, designated by City to administer and monitor the provisions of this Contract.
- 1.17 Contract Year – The period beginning October 1st and ending on September 30th of each year for the term of the Contract.
- 1.18 Contractor – _____, its employees, officers, agents, successors and assigns.

- 1.19 Contractor's Representative – An employee of Contractor designated in charge of Contractor's operations under the Contract and who is authorized to make decisions and act on Contractor's behalf.
- 1.20 Curbside – The location designated by the Contract Administrator for Collection from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including any alley, and outside fence except as authorized otherwise by this Contract.
- 1.21 Customer – City, the owner or tenant of a Residential Service Unit, or the owner or tenant of a Commercial Service Unit, as the case may be, located within City, and identified by City as being eligible for and in need of services provided by Contractor under this Contract.
- 1.22 Dispose or Disposal – The discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or noncontainerized) into or on any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall dispose of materials at a Disposal Site.
- 1.23 Disposal Site – A Landfill or other Solid Waste management facility permitted under all Applicable Law to Dispose of Solid Waste. Contractor shall Dispose of all Solid Waste at a Disposal Site.
- 1.24 Document Shredding – The Collection of documents via locked Commercial Containers, shredding of such documents into less than or equal to 30 mm² with a strip width of less than or equal to 2 mm, and Recycling of shredded documents.
- 1.25 Dumpster – A metal receptacle with a tight fitting lid and a minimum capacity of approximately two (2) cubic yards, a maximum capacity of eight (8) cubic yards, and designed for (1) storage of Solid Waste or Recyclable Materials at a Commercial Service Unit or City Facility and (2) to be lifted and emptied mechanically.
- 1.26 Effective Date – The date set forth in the first sentence of this Contract.
- 1.27 Garbage – Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- 1.28 Hazardous Waste – Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et. seq., as amended.
- 1.29 Landfill – A Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.
- 1.30 Marketing – Marketing shall mean identification and development of end markets for Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to end markets.

- 1.31 May – Something that is not mandatory but permissible.
- 1.32 Missed Collection – A Collection that was not provided as scheduled.
- 1.33 Party – City and Contractor.
- 1.34 Process or Processed or Processing – Recovery of Recyclable Materials, treatment into Recovered Materials, and Marketing of Recovered Materials to end markets.
- 1.35 Processing Facility – A facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials. The Processing Facility shall be selected by Contractor.
- 1.36 Program Introduction Notice – Public education and outreach to inform each Residential Service Unit of the program including Set-out requirements.
- 1.37 Program Recyclable Materials – Include the following Recyclable Material:
- 1.37.1 Paper. Corrugated cardboard, paperboard, brown paper bags, manila envelopes, newspaper, magazines, office paper, junk mail, and phonebooks.
 - 1.37.2 Plastics. Plastic containers with #1 or #2 resin code.
 - 1.37.3 Metals. Aluminum, steel, and tin cans.
 - 1.37.4 Glass. Bottles, jars, and containers.
- The definition for Program Recyclable Materials may be updated based on the successful Proposer's proposal.
- 1.38 Recovered Materials – Recyclable Materials or Household Hazardous Waste and Electronics which have been Processed to market specifications.
- 1.39 Recyclable Material – Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.
- 1.40 Recycling – A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are Collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.
- 1.41 Recycling Services – The Collection and Processing of Program Recyclable Materials.
- 1.42 Refuse – Rubbish.
- 1.43 Residential Service Unit – A dwelling within the corporate limits of City not utilizing on-site community Solid Waste Dumpsters. A Residential Service Unit shall be deemed

occupied when either water or domestic light and power services are being supplied thereto. Each separate single-family dwelling unit within any dwelling shall be billed separately as a Residential Service Unit.

- 1.44 Roll-off – A metal receptacle with a minimum capacity of approximately ten (10) cubic yards, and a maximum capacity of forty (40) cubic yards, intended for high-volume generation of Solid Waste, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle.
- 1.45 Rubbish – Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.46 Scheduled Collection Day – The specific day or days of the week on which Collection shall be provided by Contractor to the Customer.
- 1.47 Set out – Material(s) placed by a Customer for Collection by Contractor.
- 1.48 Services – Consist of Solid Waste Services, Bulky Waste Services, and Recycling Services.
- 1.49 Solid Waste – Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
 - 1.49.1 Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - 1.49.2 Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or
 - 1.49.3 Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.).
- 1.50 Solid Waste Services – The Collection and Disposal of Solid Waste including, but not limited to, Bulky Waste.
- 1.51 Special Event – The Collection and Disposal of Solid Waste and the Collection and Processing of Recyclable Materials at City events.
- 1.52 Temporary – Not to exceed thirty (30) calendar days.

- 1.53 White Goods – Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- 1.54 Yard Trimmings – Cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, stems, tree trimmings, and branches.

2.0 GRANT OF FRANCHISE

- 2.01 General. Contractor, not City, shall be solely responsible for defending the rights granted to Contractor herein against third parties.
- 2.02 Exclusive Franchise. Contractor is hereby granted for the term of this Contract, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of City to operate and conduct business for the following:
 - 2.01.1 Collection of Disposal of Solid Waste for Residential Service Units, Commercial Service Units and City Facilities excluding Collection via Temporary Roll-offs; and
 - 2.01.2 Collection and Processing of Program Recyclable Materials for Residential Service Units.
- 2.03 Nonexclusive Franchise. Contractor is hereby granted for the term of this Contract, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of City to conduct business for the following:
 - 2.03.1 Collection and Disposal of Solid Waste via Temporary Roll-offs for Residential Service Units, Commercial Service Units and City Facilities; and
 - 2.03.2 Collection and Processing of Program Recyclable Materials for Commercial Service Units and City Facilities.

3.0 TERM

- 3.01 Initial Term. Unless sooner terminated in accordance with the Contract, the initial term of this Contract shall commence October 1, 2017 at 12:00 AM, Central Time, and shall continue in effect until September 30, 2024 at 11:59 PM, Central Time.
- 3.02 Optional Renewal Terms. City may renew this Contract for up to two (2) additional three (3) year optional renewal terms. Contractor may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of Contractor's election to reject a renewal term on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract. If Contractor does not provide such written notice to the Contract Administrator on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract prohibiting City from exercising the optional renewal term, City may upon written notice to Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract exercise such optional renewal term by such notice. This provision in no way limits City's right to terminate this Contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Contract.

4.0 RESIDENTIAL SERVICE UNITS COLLECTION

- 4.01 Solid Waste Collection. Contractor shall Collect from each Residential Service Unit, each Monday and Thursday or Tuesday and Friday, all Solid Waste Set-out in that Residential Service Unit's Solid Waste Cart (s), per Scheduled Collection Day.
- 4.02 Bulky Waste Collection. Contractor shall Collect from each Residential Service Unit, once per week no later than the second Scheduled Collection Day of the calendar week, all Bulky Waste Set-out, including Bulky Waste in excess of five (5) cubic yards. For Bulky Waste Set-outs in excess of five (5) cubic yards, Contractor shall take a digital photo of the entire Set-out and attach an Additional Bulky Waste Services Notice to the Residential Service Unit's Cart or mailbox exterior.
- 4.03 Program Recyclable Materials Collection. Contractor shall Collect from each Residential Service Unit, once per week on the first Scheduled Collection Day of the calendar week, all Program Recyclable Materials Set-out, including Program Recyclable Materials in, under, or adjacent to that Residential Service Unit's Recycling Cart(s).
- Program Household Hazardous Waste and Electronics Collection to be added if included by City prior to award of Contract**
- 4.04 Roll-off Services. Upon request of a Residential Service Unit, Contractor shall provide Roll-off Collection in accordance with Section 6.

5.0 COMMERCIAL SERVICE UNITS COLLECTION

- 5.01 Solid Waste Collection. For Commercial Service Units requesting Solid Waste Collection via Commercial Container(s), Contractor shall Collect, on a Scheduled Collection Day(s), all Solid Waste in Commercial Containers per Scheduled Collection Day. Contractor and the Commercial Service Unit shall mutually decide on the service level, including, but not limited to, the type of Cart/Container, number of Carts/Containers, frequency of Collection, and Scheduled Collection Days. The service level shall be adequate to ensure all materials are contained in Carts/Containers and in compliance with City ordinances and any other Applicable Law. The Contractor Administrator reserves the right to designate the service level.
- 5.02 Program Recyclable Materials Collection. For Commercial Service Units requesting Program Recyclable Materials Collection via Commercial Container(s), Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in Commercial Containers per Scheduled Collection Day. Contractor and Commercial Service Unit shall mutually decide on the service level, including, but not limited to, the type of Cart/Container, number of Carts/Containers, frequency of Collection, and Scheduled Collection Days. The service level shall be adequate to ensure all materials are contained in Carts/Containers and in compliance with City ordinances and any other Applicable Law. The Contractor Administrator reserves the right to designate the service level.
- 5.03 Roll-off Services. Upon request of a Commercial Service Unit, Contractor shall provide Roll-off Collection in accordance with Section 6.

6 ROLL-OFF COLLECTION

Upon request of a Customer, Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Solid Waste in Roll-off(s). Contractor and Customer shall mutually decide on the service level, including, but not limited to, number of Roll-offs, frequency of Collection, and Scheduled Collection Days (if scheduled Collection). The service level shall be adequate to ensure all materials are contained in Roll-offs and in compliance with City ordinances and any other Applicable Law. The Contractor Administrator reserves the right to designate the service level.

7 CITY FACILITIES AND SPECIAL EVENTS SERVICES

- 7.01 General. Contractor shall provide all services, including, but not limited to, Collections, Disposal, and Processing, for City Facilities and Special Events in accordance with this Section at no charge. City shall give, at a minimum, four (4) weeks advance notice of when services will be needed for a Special Event.
- 7.02 Solid Waste Collection. For all City Facilities, Contractor shall Collect, on a Scheduled Collection Day(s), all Solid Waste in Commercial Containers per Scheduled Collection Day at no charge. Contractor and Customer shall mutually decide on the service level, including, but not limited to, the type of Commercial Container, number of Commercial Containers, frequency of Collection, and Scheduled Collection Days. The service level shall be adequate to ensure all materials are contained in Commercial Containers and in compliance with City ordinances and any other Applicable Law. The Contractor Administrator reserves the right to designate the service level.
- 7.03 Program Recyclable Materials Collection. For all City Facilities requesting Program Recyclable Materials Collection via Commercial Container(s), Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in Commercial Containers per Scheduled Collection Day at no charge. Contractor and City Facility shall mutually decide on the service level, including, but not limited to, the type of Commercial Container, number of Commercial Containers, frequency of Collection, and Scheduled Collection Days. The service level shall be adequate to ensure all materials are contained in Commercial Containers and compliance with City ordinances and any other Applicable Law. The Contractor Administrator reserves the right to designate the service level.
- 7.04 Roll-offs Services. Upon request of a City Facility, Contractor shall provide Roll-off Collection in accordance with Section 6 at no charge.
- 7.05 City Facilities Document Shredding. For City Hall, Contractor shall Collect, on a Scheduled Collection Day(s), all Documents via locked Commercial Containers per Scheduled Collection Day at no charge. Contractor and City shall mutually decide on the service level, including, but not limited to, the type of Commercial Container, number of Commercial Containers, frequency of Collection, and Scheduled Collection Days. The service level shall be adequate to ensure all materials are contained in locked Commercial Containers and in compliance with City ordinances and any other Applicable Law. The Contractor Administrator reserves the right to designate the service level.
- 7.06 Annual Bayou Fest Special Event. Contractor shall provide four thousand dollars (\$4,000.00) of the following Special Event services for Annual Bayou Fest per Contract

Year. The Contractor Administrator reserves the right to designate the Special Event services for Annual Bayou Fest to be provided by Contractor.

- 7.06.1 Portable Toilets. Contractor shall provide portable toilets. Contractor shall service, including, but not limited to, Collection and Disposal of materials, replenishment of toilet paper and hand sanitizer, and disinfectant of toilet. Contractor shall deliver and retrieve the Portable Toilets in accordance with City's request.
- 7.06.2 Event Boxes and Liners. Contractor shall provide event boxes and liners. Contractor shall service, including, but not limited to, Collection and Disposal of materials and replenishment of liner. Contractor shall deliver and retrieve the Event Boxes in accordance with City's request.
- 7.06.3 Roll-offs. Contractor shall provide Roll-offs. Contractor shall service, including, but not limited to, Collection and Disposal of Solid Waste and Collection and Processing of Recyclable Materials. Contractor shall deliver and retrieve the Roll-offs in accordance with City's request.
- 7.07 Annual Document Shredding Special Events. Contractor shall conduct, including, but not limited to, labor, equipment, Collection, Processing, and publicity, two (2) Document Shredding Special Events per Contract Year. Each Document Shredding Special Event shall be eight (8) consecutive hours and shall provide Documents Shredding for City residents.
- 7.08 Annual Electronics Recycling Special Events. Contractor shall conduct, including, but not limited to, labor, equipment, Collection, Processing, and publicity, two (2) Recycling Special Events per Contract Year. Each Recycling Special Event shall be eight (8) consecutive hours and shall Collect and Recycle electronics from City residents. Special Event timing to be determined by the City.
- 7.09 Annual Citywide Cleanup. Contractor shall conduct, including, but not limited to, labor, equipment, Collection, Processing, and publicity, two (2) Citywide cleanup Special Events per Contract Year. Each Recycling Special Event shall be eight (8) consecutive hours and shall Collect and Dispose of Solid Waste, Hazardous Waste and Bulky Waste from City residents. Special Event timing to be determined by the City.
- 7.10 Ongoing Yard Trimmings Recycling. Contractor shall provide no cost utilization of a local Processing Facility for delivery of Yard Trimmings by City and City residents for Recycling by Contractor.
- 7.11 Chamber of Commerce Events. Contractor shall support the local Chamber of Commerce Events as agreed upon between the City and current contractor.
- 7.12 Solid Waste Disposal. Contractor shall provide no cost utilization of a local Disposal Site for delivery of Solid Waste by City and City residents for Disposal by Contractor.

8 NO SET-OUT RESTRICTIONS

Contractor shall Collect all Solid Waste, Bulky Waste, and Program Recyclable Materials from each Customer on the Scheduled Collection Day. Contractor shall not leave any portion of a Set-out at the Customer's location. Contractor shall not impose any set-out restrictions to Residential Service Units, including, but not limited to, the quantity of materials, preparation of materials (ex. bagged, bundled), or weight of materials. Contractor may charge a Residential

Service Unit an additional fee for Bulky Waste in excess of five cubic yards per Scheduled Collection Day. Contractor may not charge a Residential Service Unit an additional fee for bagged Solid Waste, including but not limited to Yard Trimmings, outside of Carts

9 COLLECTION LOCATION

- 9.01 Collection Location. Contractor shall Collect Set-outs Curbside from Residential Service Units except as provided in Section 9.02. Contractor shall provide Collection to other Customers at a location reasonably acceptable to Contractor and Customer and subject to approval of Contract Administrator. Collection locations shall not interfere with or endanger the movement of vehicles or pedestrians. Contractor shall return all Carts and Commercial Containers to approximately the original Collection location. Contractor will ensure that all Commercial Container enclosures are closed after being serviced.
- 9.02 House Side Service. Contractor shall, at City's request and at no additional cost, provide house side service for Solid Waste and Program Recyclable Materials to any Residential Service Unit City has determined the resident to be physically unable to place Set-outs curbside for Collection. City shall provide written notification to Contractor of addresses needing house side service. Add description from proposal on how such units will be identified.

10 HOURS OF OPERATION AND HOLIDAYS

- 10.01 Hours of Operation. Contractor shall provide Collection to Residential Service Units from Monday through Thursday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time except that such Collections for schools may or may not begin sooner if authorized by the Contract Administrator. Contractor shall provide Collection for schools as directed by the Contract Administrator. Collection from other Customers shall begin no earlier than 6:00 AM, Central Time. Collections from any Customer and shall not extend beyond 7:00 PM, Central Time without approval from Contract Administrator. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and Contract Administrator. The Contractor Administrator reserves the right to restrict the hours of operation based on complaints.
- 10.02 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspending Collection service on the holiday, but such decision does not relieve Contractor of its obligation to provide Collection service at Residential Service Units in accordance with this Contract. Contractor shall submit to City by _____ of each year, including the first year of this Contract, the holidays to be observed. If a holiday occurs on a Scheduled Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the Scheduled Collection Day. If a holiday occurs on a Scheduled Collection Day for Commercial Service Unit, Contractor shall perform the Collection for such Customer at the sole discretion of the Customer on the holiday or the next calendar day after the holiday.

11 ROUTES

- 11.01 General. Collection shall occur in a routine manner, following established routes for all Customers including Residential Service Units, Commercial Service Units, and City Facilities. Residential Service Unit Collection routes shall be established by Contractor and shall be submitted to City. Contractor shall submit a map designating the Residential Service Unit Collection routes to the Contract Administrator at least ninety (90) days in advance of the Commencement Date. The Residential Service Unit Collection routes maps will detail each Collection route and show the starting point, general starting time, general direction of travel, and the ending point. Contractor shall not amend, change, or alter the Residential Service Unit Collection route without Contract Administrator's approval. If the Contract Administrator approves an amendment, change, or alteration to a Residential Service Unit Collection route, Contractor shall promptly notify the effected Residential Service Units of the change in schedule or route and the anticipated affect on the Collection time. Written notification to the affected Residential Service Units shall be mailed directly to the Residential Service Unit Customers.
- 11.02 Impediments to Routes. Contractor is responsible for providing Collection to Customers affected by impediments such as house repair/construction, street repair/construction, vehicles parked in the street, and/or utility repair/construction. Contractor shall notify City of the specific locations where such impediments routinely hinder Collection. If access to a Commercial Container is blocked, the Contactor's driver must radio Contractor's dispatcher. A call must be placed to the Customer's location describing the obstruction, the driver must wait until the Customer is contacted and the obstruction cleared. If not cleared within ten (10) minutes, the driver may proceed on route without Collecting such Commercial Container.

12 DISPOSAL AND PROCESSING LOCATIONS

Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including rules stipulated by the local, state, and federal laws and regulations including Texas Commission of Environmental Quality and/or the U.S. Environmental Protection Agency (1) Solid Waste and Bulky Waste to a Disposal Site; (2) Recyclable Materials Collected to a Processing Facility for Program Recyclable Materials; and (3) Hazardous Waste Collected to a Disposal Site or Processing Facility for Hazardous Waste. Contractor shall ensure locations operate and maintain adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles at the Disposal Sites and Processing Facilities. Contractor shall ensure locations maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall ensure locations weigh, record, and tabulate materials from City and other generators separately. Contractor shall ensure locations test the scales as required by Applicable Law. If the scales are unavailable during hours of operation, Contractor shall use the average weight for the route and load of the day from the previous calendar month. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in termination by City of this Contract with Contractor.

13 PROCESSING REQUIREMENTS

Contractor shall utilize Processing subsystems at the Processing Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination. In addition, Contractor shall utilize

processing subsystems at the Processing Facility capable of Processing a minimum of ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in at City's option in administrative charges and/or termination by City of this Contract.

14 ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS

City reserves the right to add other Recyclable Materials to the program if (i) Processing Facility Processing Program Recyclable Materials Collected via this Contract accepts such material or (ii) the Parties agree it is economically and technically feasible. In addition, City reserves the right to delete Recyclable Materials from the program if the Parties agree it is economically and technically prohibited.

Parties agree that no increase in fees shall be allowed for the addition of other Recyclable Materials to the program due to the Processing Facility Processing Program Recyclable Materials Collected via this Contract accepting such material. Addition or deletion of Program Recyclable Materials for reasons other than the Processing Facility Processing Program Recyclable Materials Collected via this Contract accepting such material, an increase or decrease in recycling services fees, if any, for addition or deletion of Recyclable Materials may be negotiated and implemented as a change in rate schedule by an amendment to this Contract.

15 COMMINGLING OF MATERIALS PROHIBITED

Except, when approved in writing by the Contract Administrator, Contractor shall not commingle Program Recyclable Materials with Solid Waste or other material. Commingling of materials in violation of this section of the Contract is a breach of this Contract and may result at City's option in administrative charges and/or termination by City of this Contract.

16 DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED

Contractor shall not Dispose of any Program Recyclable Materials or market Program Recyclable Materials to markets that Contractor knows or reasonably should have anticipated will Dispose of the Program Recyclable Materials except when approved in writing by the Contract Administrator. Disposal of such materials or Marketing of such materials to markets that Contractor knows or reasonably should have anticipated will Dispose of such materials, except when approved in writing by the Contract Administrator, is a breach of this Contract and may result in administrative charges and/or termination by City of this Contract with Contractor. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result at City's option in administrative charges and/or termination by City of this Contract.

17 DAMAGE TO PROPERTY

Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor. Contractor shall notify the Contract Administrator of damage to private or public property within twenty-four (24) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, Contractor shall contact the Customer of the private or public property which is damaged within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. Such property damages

shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

If Contractor fails to address the repair or replacement of damaged property within agreed upon timeframe, the Contract Administrator may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Contractor by City.

Within fifteen (15) Business Days of the Effective Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Contract.

18 COMPLAINTS, OFFICE, AND CONTRACTOR' REPRESENTATIVE

18.01 Complaints. Customer complaints shall be directed to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints and shall provide City, on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. When notification of a Missed Collection is received by Contractor before 4:00PM, Central Time and such allegations cannot be disproved by GPS documenting Contractor attempted to provide Services to such Customer, Contractor shall dispatch a truck and provide the Collection before 7:00 PM, Central Time on the same day. When notification of a Missed Collection is received by Contractor after 4:00 PM, Central Time and such allegations cannot be disproved, Contractor shall provide Collection within the next 24 hours and inform such resident impacted by the Missed Collection of the time the corrective Collection will be provided. When notification of a Missed Collection is received after 4:00 PM, Central Time on the day preceding a holiday and such allegations cannot be disproved, Contractor shall provide Collection within the first three (3) hours of the day after the holiday.

18.02 Local Office. Contractor shall maintain an office within sixty (60) street miles of City Hall. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Central Time and the later of 5:00 PM, Central Time or completion of Collection from Residential Service Units, Monday through Friday. For after office hours, local office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

18.03 Contractor's Representative. Contractor shall provide a Contractor's Representative that is qualified, competent and reliable and authorized to be in charge of operations under this Contract and to make decisions and act on behalf of the Contractor. Contractor's Representative shall be officed at _____. Contractor shall provide Contract Administrator with twenty-four (24) hour access to Contractor's Representative via a non-toll call from City. Contractor's Representative shall respond within _____ of Contract Administrator phone call/email. Contractor's Representative shall be available for an in person meeting within _____ of request from Contract Administrator. Contractor shall not change the Contractor's Representative from the Effective Date until after ninety (90) calendar days after the Commencement Date without request of Contract Administrator or written approval of Contract Administrator. Contractor shall notify City within twenty-eight (48) hours of Contractor's knowledge of

upcoming change to Contractor's Representative. Contractor shall develop a transition process, subject to the approval of the Contract Administrator, for management of Contractor's Representative's duties during change in Contractor's Representatives.

19 EQUIPMENT AND LABOR

- 19.01 Carts. Contractor shall, at its sole cost and expense, agrees to purchase all new Carts necessary to adequately, efficiently, and properly provide the services to Customers in accordance with this Contract. Carts for Customers, including new Customers and existing Customers, shall meet the following requirements:
- (a) Approximate capacity of 95 gallons;
 - (b) Uniform and [REDACTED] in color for Acceptable Solid Waste Carts (as approved by Contract Administrator);
 - (c) Uniform and [REDACTED] in color for Recycling Carts (as approved by Contract Administrator);
 - (d) Full-color in-mold label (as approved by Contract Administrator) of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches, on Recycling Cart;
 - (e) Comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G compliant);
 - (f) Lift bar (replaceable if damaged); and
 - (g) Either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.

Contractor shall store all additional and replacement Carts at Contractor's local office to ensure that extra or replacement Carts can be provided upon the request of Contract Administrator. Contractor shall, at its sole cost and expense, assemble and distribute a 95 gallon Solid Waste Cart and a 95 gallon Recycling Cart to each Residential Service Unit prior to the Commencement Date but no earlier than [REDACTED]. In addition, Contractor shall, at its sole cost and expense, assemble and distribute a Cart(s) within two (2) Business Day(s) of the request of the Customer or Contract Administrator. For Carts delivered by Contractor, Contractor shall attach a Program Introduction Notice to each Cart prior to delivery to Residential Service Unit.

Contractor's employees shall take care to prevent damage to Carts by unnecessary rough treatment. Contractor shall be solely responsible for the maintenance, including warranty issues, and replacement, including replacement of damaged, lost, or stolen Carts. Contractor shall provide a monthly report to Contract Administrator detailing the Carts delivered and maintenance provided to Carts and provide a monthly report to Contract Administrator for the term of the Contract. All Carts shall be owned by Contractor.

- 19.02 Other Equipment. Contractor, at its sole cost and expense, agrees to furnish, all vehicles, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly provide the services in accordance with this Contract during peak and non-peak seasons. Collection shall be made using sealed packer-type vehicles, and such equipment shall not be allowed to leak nor scatter any materials. All Collection vehicles, Commercial Containers, and Roll-offs used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on Collection vehicles, Commercial Containers, and Roll-offs. All Collection

equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Contract. Such Collection equipment shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's equipment at any time to insure compliance of equipment with this Contract. Collection equipment shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. Collection vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Each frontline Collection vehicle shall be eight (8) years old or less and the average age of frontline collection vehicle fleet assigned to City shall be three and a half (3.5) years old or less. Upon notification from City, Contractor shall be required to replace any Commercial equipment that are no longer in acceptable condition for their intended purpose.

20 OTHER REQUIREMENTS:

- 20.01 Spillage, Leakage, and Litter. Contractor shall pick-up immediately all spilled, leaked and littered materials.
- 20.02 Protection from Scattering. Each Roll-off Collection vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of material onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter material.

21 PUBLIC EDUCATION AND OUTREACH

Contractor shall provide the following services associated with public education and outreach at no cost to City or the Customer. Contractor will at no time place public education and outreach notices inside customers' mailboxes. Contractor shall not distribute any public education and outreach notices to Residential Service Units without prior written approval from Contract Administrator.

- (a) Development, Printing and Distribution of Program Introduction Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, a Program Introduction Notice for each Residential Service Unit for which Contractor delivers a Cart. The Program Introduction Notice shall be approved by the Contract Administrator. Contractor shall attach Program Introduction Notice via a non-adhesive means to each Cart delivered to a Customer or picked up by a Customer at Contractor's office.
- (b) Development, Printing and Distribution of Additional Bulky Waste Collection Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, an Additional Bulky Waste Collection Notice. The Additional Bulky Waste Collection Notice shall be approved by the Contract Administrator and shall include one (1) original with one (1) copy. The Additional Bulky Waste Collection Notice shall include (a) the date (b) quantity of additional Bulky Waste, (c) fee for Collection of the additional Bulky Waste, and (d) Contractor's customer service telephone number, and (e) any other information City requests. Contractor shall (1) take a digital photo of entire Set-out and (2) attach the original Bulk Waste Collection Notice to the Set-out.
- (c) School and Group Presentations and Giveaways. Contractor shall present two (2) school and group presentations per Contract Year and provide giveaways to

each attendee at such presentations. The school and group presentations shall be selected by the City.

22 **PERFORMANCE MONITORING, NON-PERFORMANCE, AND ADMINISTRATIVE CHARGES**

22.01 Performance Monitoring. Contractor shall supervise and monitor all work specified in this Contract. City may administer and monitor Contractor activities and performance with field monitoring and inspections. Contractor shall have a representative available to meet with City staff on a weekly basis and as needed to discuss performance, problems, and resolutions. Contractor shall provide, within three (3) Business Days after a request by City, explanations of non-compliance and action taken to rectify the problem.

22.02 Non-Performance.

22.02.1 Contractor shall have a representative available to meet with City staff on a weekly basis and as needed to discuss performance, problems, and resolutions prior to imposing administrative charges. Such representative shall be available for in person meetings upon request of City. Contractor shall provide, within three (3) Business Days after a request by City, explanations of non-compliance and action taken to rectify the problem.

22.02.2 City may impose administrative charges when City determines that performance is inconsistent with the provisions of this Contract or performance has not occurred after City has communicated with the Contractor representative in accordance with Section 22.02.01.

22.02.3 City may deduct the full amount of any administrative charges from any payment due to Contractor. The remedy available to City under this section shall be in addition to all other remedies in which City may have under the law, at equity, or pursuant to the terms of this Contract. For the purposes of this Contract, Contractor shall not be deemed liable for administrative charges if its inability to perform Collection services is as a result of an event of force majeure, as set forth in this Contract, provided however, that Contractor shall obtain approval from City for the delay prior to 3:00 p.m. on the Scheduled Collection Day.

22.02.4 Contractor's obligations to make payments for the administrative charges under this Contract, which occur prior to the expiration or termination of the Contract, shall survive the termination or expiration of the Contract.

22.02.5 For the purpose of computing administrative charges under the provisions of this section, it is agreed that City may deduct from payments due or to become due to Contractor the amounts specified below as administrative charges.

22.02.6 City shall submit a summary of offenses and the administrative charges for the Non-Performance and the deduction in payment with the monthly Residential Service Unit count.

22.03 Administrative Charges for Non-Performance

- 22.03.1 Failure to complete all Collections during the Hours of Operation: \$1,000 per route.
- 22.03.2 Missed collection: \$50 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a Customer reports a missed collection and Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on street.
- 22.03.3 Missed Residential Service Unit block: \$500 per incident Contractor failing to pick up material on a block containing Residential Service Units. A missed Residential Service Unit block is where three (3) Residential Service Units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed Residential Service Unit block occurs Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on block.
- 22.03.4 Failure to correct a missed Collection as specified in this Contract: \$200 per occurrence.
- 22.03.5 Failure to clean up spill as specified in this Contract: \$200 per incident.
- 22.03.6 Failure to provide Collection at the same Customer two (2) or more times within a thirty-day (30) period: \$150 per occurrence over one (1) occurrence.
- 22.03.7 Failure to address property damage in accordance with the Contract: \$500 per occurrence.
- 22.03.8 Failure to submit an accurate daily, monthly, quarterly, or annual report in the specified format, as required by this Contract: \$500 per report per calendar day.
- 22.03.9 Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
- 22.03.10 Failure to maintain vehicle in accordance with this Contract: \$100 per vehicle per calendar day.
- 22.03.11 Failure to respond to any Customer complaint in accordance with this Contract: \$100 per incident per calendar day.
- 22.03.12 Failure to return Carts and Commercial Containers to approximately the original location: \$25 per incident.
- 22.03.13 Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.
- 22.03.14 Failure to minimum Processing requirements: \$500 per calendar day.
- 22.03.15 Commingling of materials in violation of this Contract: \$1,000 each incident.

22.03.16 Disposal of Program Recyclable Materials: \$2,000 each incident.

23 RECYCLABLE REVENUES, FRANCHISE FEE, AND CITY SPONSORSHIPS

- 23.01 Recyclable Materials Revenues. Contractor shall retain all revenues from the sale of Recyclable Materials.
- 23.02 Franchise Fee. City shall be entitled to receive a Franchise Fee for services rendered by Contractor hereunder. The Contract Administrator shall notify Contractor of the Franchise Fee a minimum of ninety (90) calendar days prior to the Commencement Date. The Contract Administrator may increase or decrease the Franchise Fee with ninety (90) calendar days written notice. Contractor shall pay City the Franchise Fee based on gross billings for services provided via the Contract within City within thirty (30) calendar days after the last day of the month Contractor provided such services. The City may audit Contractor's records at any time and without notice to confirm compliance with franchise fees required under this Contract. For purposes of the Franchise Fee, gross billings excludes the Franchise Fee.
- 23.02 City Sponsorships. City shall be entitled to receive a sponsorship for Bayou Fest of fifty thousand dollars (\$50,000.00) and youth programs of twenty five thousand dollars (\$25,000.00) per Contract Year. Contractor shall pay City the sponsorships within the initial thirty (30) calendar days of each Contract Year.

24 CUSTOMER LISTS, BILLING AND PAYMENTS, ADJUSTMENTS, DELINQUENT AND CLOSED ACCOUNTS, AND PAYMENT OF FINES AND PENALTIES

- 24.01 Customer List. City shall provide Contractor a Customer list based on active water accounts for Residential Service Units identifying each by address and program. Contractor shall provide City a Customer list for all other Customers, identifying each by level of service, address, name, and contact information. City and Contractor shall update the Customer list each month. Contractor shall report to the Contract Administrator the address of a Residential Service Unit where materials are placed for Collection and that is not on the then current Residential Service Unit Customer list.
- 24.02 Billing and Payments.
- 24.02.1 Contractor shall not bill and shall not receive any payments for Services to City Facilities or Special Events.
- 24.02.2 City shall bill and collect payments, including delinquent accounts, for all services for base services for Residential Service Units during the term of this Contract. Contractor shall bill and collect payments, including delinquent accounts, for all services other than the base services to Residential Service Units (ex. Additional Bulky Waste Services). Such bills will include any and all appropriate state or federal sales or services taxes, if any, now in existence or that may hereafter be imposed.
- 24.02.3 City shall bill and collect payments, including delinquent accounts, for all services for base Commercial Container services for Commercial Service Units during the term of this Contract. Contractor shall bill and collect payments, including delinquent accounts, for all services other than the base services to Commercial Service Units (ex. additional pick-ups). Such bills will

include any and all appropriate state or federal sales or services taxes, if any, now in existence or that may hereafter be imposed.

- 24.02.4 Contractor shall bill and collect payments, including delinquent accounts, for all other services not billed by City and as authorized by this Contract (ex. Roll-off Services). City shall have the right to approve the format and textual content of the bills. The billing methods and arrangements may from time to time be changed by Contractor upon written approval by City. Contractor shall bill the Customers no later than thirty (30) calendar days after Contractor provided the Service. Such bills will include any and all appropriate state or federal sales or services taxes, if any, now in existence or that may hereafter be imposed.
- 24.02.5 Contractor shall bill Customers in accordance with Contract and then-current rate schedule as reflected in Exhibit A plus the then-current Franchise Fee. Contractor shall not bill Customers for any fees other than those specifically authorized in this Contract.
- 24.02.6 Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall submit to City an invoice setting forth sums due by City to Contractor for services billed by City. City shall remit to Contractor payment, less any Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this Contract, for services rendered by Contractor to Residential Service Unit within thirty (30) calendar days after receipt of invoice.
- 24.02.7 Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall remit to City payment for Franchise Fees and other payments in accordance with this Contract for services rendered by Contractor and payments due within thirty (30) calendar days after receipt of invoice.

24.03 Adjustments. Contractor shall submit a written request for modification to fees on or before April 30, 2018 and every April 30th thereafter. If Contractor fails to submit a written request for modification to rates on or before April 30th, Contractor waives the right for a modification to rates.

All fees in Exhibit A shall remain fixed from the execution of this Contract through October 1, 2018. The adjustment shall be a composite of two indices, including the Consumer Price Index– All Urban Consumers ("CPI") and the Diesel Fuel price index by the United States Department of Energy (DOE) (Fuel Adjustment) as set forth herein. Contractor agrees the annual modifications, the sum of the CPI Adjustment and Fuel Adjustment, shall not exceed three percent (3%) for initial three years and five percent (5%) per year for remainder of Contract term.

- 24.03.1 CPI Adjustment. Fees will remain fixed as set forth on Exhibit A and will not be adjusted for changes in the CPI (as hereinafter defined), until October 1, 2018. Subject to 17.03, commencing on October 1, 2018 and continuing annually on each October 1st, fees set forth on Exhibit A, excluding Franchise Fee, shall be adjusted by eighty percent (80.0%) of the Consumer Price Index, Houston Region for All Urban Consumers, less energy, Not Seasonally

Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") increase or decrease from the most recent March to the preceding March. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

24.03.2 Fuel Adjustment. Fees will remain fixed as set forth on Exhibit A and will not be adjusted for changes in the fuel price (as hereinafter defined), until October 1, 2018. Subject to 17.03, commencing on October 1, 2018 and continuing annually on each October 1st, Fees set forth on Exhibit A, excluding Franchise Fee, shall be adjusted by twenty percent (20.0%) of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast increase or decrease during the preceding twelve months. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The Fuel Adjustment shall be based on the change in the index from the most recent price as of March 1st and the price as of the previous March 1st.

24.04 Delinquent and Closed Accounts. Contractor shall discontinue services to any Residential Service Unit set forth in a written notice sent by City. Upon receiving notification by City, Contractor shall resume services on the next regularly Scheduled Collection Day.

24.05 Payment of Fines and Penalties. Contractor shall pay any and all fines or penalties assessed against City by any organization having jurisdiction over Contractor for violations of applicable laws, codes, regulations, or orders arising out of or in connection with Contractor's performance of services under this Contract.

25 RECORDKEEPING AND REPORTING

25.01 Contractor shall be responsible for maintaining and submitting daily complaints report indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

25.02 Contractor shall be responsible for maintaining and submitting daily Additional Bulky Waste Collection Notice report indicating the by address, date, quantity of additional Bulky Waste, fee for Collection of the additional Bulky Waste.

25.03 Contractor shall be responsible for maintaining and submitting monthly and annual reports. Reports shall be submitted to City no later than twenty (20) days following the end of the reporting period. Reports will have the information specified below and be in a Microsoft compatible digital format. The reports are to include the following:

- a. Summary Letter – Cover letter that describes the reporting period's problems, accomplishments, trends, observations, and other pertinent information.
- b. Amount of Solid Waste, Bulky Waste, and Recyclable Materials Collected – Spreadsheet listing amounts (in tons/pounds) of Solid Waste, Bulky Waste, and Recyclable Materials Collected from Residential Service Units, Commercial Service Units, City Facilities, Roll-offs, and Special Events. The Spreadsheet must also include year-to-date totals.

- c. Additional Bulky Waste Notices – Spreadsheet listing each Additional Bulky Waste Collection Notice by address, date, quantity of additional Bulky Waste, fee for Collection of the additional Bulky Waste. Contractor shall maintain copies of the Additional Bulky Waste Collection Notice and digital photos in a format Contractor can immediately retrieve a notice or photo by address by request of City or Customer.
 - d. Customer List for Commercial Customers – Spreadsheet listing each Commercial Customer by name, contact information, and level of service.
 - e. Billing and Revenue Documentation– Spreadsheet justifying Contractor's billings and revenue derived by Contractor for Services within City.
- 25.04 Contractor shall submit reports in Excel format or another format approved by Contract Administrator.
- 25.05 Contractor shall submit reports to City via e-mail.
- 25.06 City shall have access and right to inspect, examine, or copy, within one (1) business day of written notice to Contractor, all books, records, accounting procedures, practices, price lists, electronic files, data, and documents related to the goods and/or services under this Contract.
- 25.07 City shall have access, within one (1) business day of written notice to Contractor, to inspect Contractor's facilities and equipment as City deems reasonably necessary to determine whether the services required to be provided by Contractor under this Contract conform to the terms hereof. Additionally, City may perform field audits, including, but not limited to, route audits, without prior notice to Contractor, to review that services required to be provided by Contractor under this Contract are conducted in compliance with the terms of this Contract, if applicable. City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by City.
- 25.08 Contractor is required to retain all records related to this Contract for the duration of the term of this Contract and a period of five (5) years following the expiration and/or termination of the Contract. If an audit, litigation or other action involving such records begins before the end of the five (5) year period, the records shall be maintained for five (5) years after the date that all issues arising out of the audit, litigation or other action are resolved or until the end of the five (5) year retention period, whichever is later.
- 25.09 Contractor's obligation under this section shall survive the expiration or termination of this Contract.

26 **COMPLIANCE WITH LAWS**

- 26.01 Compliance with Laws. Contractor agrees to comply with, and shall cause its employees, agents, and subcontractors to comply with, all applicable laws, including state and federal laws and city ordinances. It is expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that if City calls the attention of Contractor to any such

violations on the part of Contractor, then Contractor shall immediately desist from such activity and correct such violation.

- 26.02 Safety Regulations. Contractor shall take all necessary precautions toward all safety issues and shall actively promote working conditions and work practices which will ensure all workers are safe and in a healthy work environment. Performance of work shall strictly comply with the U.S. Occupational Health and Safety Act (OSHA) of 1970, the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 3), and all regulations imposed by any federal, state, or local authority having jurisdiction therefor.

27 NON-DISCRIMINATION

Contractor, in the execution, performance, or attempted performance of this Contract, shall not discriminate against any person or persons because of race, sex, age, creed, color, religion or national origin. Contractor must be an equal opportunity employer.

28 INDEMNIFICATION

- 28.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence, intentional, or acts of willful misconduct or those of its subcontractors, agents or assigns.
- 28.02 **CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS CONTRACT.**

29 LICENSES, PERMITS, CERTIFICATES, AND TAXES

Contractor shall obtain, at its expense, any and all necessary licenses, permits and certifications required by City, county, state, and federal government for the performance of the services under this Contract. Contractor shall obtain certificates of compliance where required. Contractor shall promptly pay all taxes required by City, County, and State.

30 FORCE MAJEURE

If City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of an event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of force majeure.

An event of force majeure shall mean the following events or circumstances to the extent that they delay City or Contractor from performing any of its obligations (other than payment obligations) under this Contract:

- (a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those

- caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a Party claiming an event of force majeure shall be required to give prompt written notice to the other Party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

31 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract without the other party's prior written consent.

32 TITLE TO WASTE MATERIAL

When Contractor takes possession of materials, the Contractor accepts title, risk of loss and all other incidents, rights and obligations of ownership for any and all such waste.

33 TERMINATION OF CONTRACT

33.01 In the event of a failure by Contractor to perform any material provision of this Contract, City shall give written notice of such breach to Contractor along with a thirty (30) day notice (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. Upon the effective date of termination as contained in the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services in connection with this Contract. At such time, City shall pay Contractor only for charges and fees in which Services performed on or before such termination date. In the event such termination occurs, 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 or extension thereof.

33.02 The following, by way of example, but not of limitation may be considered a default and grounds for cancellation, in whole or in part:

- 34.02.1 Failure of Contractor to perform or observe any of the obligations, covenants, agreements, and conditions, required to be performed or observed herein;
- 34.02.2 Failure of Contractor to commence work operations within the time specified in the Contract;
- 34.02.3 Failure of Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
- 34.02.4 Evidence that Contractor has abandoned the work;
- 34.02.5 Evidence that Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
- 34.02.6 Failure on the part of Contractor to comply with the terms of the Contract or any requirements given by City provided for in this Contract;

- 34.02.7 Indication that Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose.
- 33.03 Within thirty (30) days after the date of termination, Contractor shall submit a statement to City showing in detail the Services performed under this Contract to the date of termination. City agrees to compensate Contractor for that portion of the prescribed charges for which the Services were actually performed under this Contract and not previously paid.
- 33.04 A copy of the notice of termination, in whole or in part, shall be served on Contractor's Surety when Contractor has defaulted. When the Contract is terminated, Contractor shall discontinue the work or such part thereof as City shall designate, whereupon the Surety must remedy the default as provided in the Performance Bond. The Surety, in such event, shall assume Contractor's place in all respects and shall be bound by all terms and conditions of this Contract.
- 33.05 In addition to, or in lieu of, the termination procedure set forth above, City may take any or all of the following actions in the event of a default by Contractor.
- 34.05.1 If City determines, and notifies Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that City performs such work, or caused it to be performed, Contractor shall compensate City for the cost thereof. City shall have the right to deduct any such compensation due to City from any sums otherwise due and owing to Contractor.
- 34.05.2 City may withhold all or part of any sums which would otherwise be due to Contractor, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.
- 34.05.3 In the event that Contractor shall fail to perform any of the material provisions of this Contract, City shall promptly notify Contractor of its noncompliance, stating with particularity the facts relating thereto and the period of time Contractor has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Contract within the period of time specified by City, the same is a violation of this Contract, subject to the non-compliance penalty set forth in this Contract. This remedy is hereby expressly made cumulative of other remedies available to City, at law or in equity, for the breach of this Contract.
- 33.06 In the event of a failure by City to perform any material provision of this Contract, Contractor shall give written notice of such breach to City along with a thirty (30) day notice (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.

33.07 City's fiscal year ends each June 30. If, for any reason, funds are not appropriated by City to continue the Contract in any new fiscal year, the Contract shall become null and void on the last day of services for which funds are appropriated. The Contract will then be terminated without penalty of any kind to City.

34 CONTRACTOR'S PROPERTY

All containers, vehicles, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

35 NOTICE

All notices or other communication requirements under this Contract shall be in writing and shall be considered as properly given (i) if mailed by first class U.S. mail, posted prepaid, registered or certified with return recipient requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party, commercial delivery service, for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by facsimile to the addressee or by electronic mail. Notice shall be deemed to have been given when the notice is deposited with the U.S. Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by giving thirty (30) days written notice to the other party in the manner set forth herein.

If to City:

City of La Marque
City Manager

E-mail: _____

If to Contractor:

General Manager

36 INDEPENDENT CONTRACTOR

The relationship of Contractor to City shall be that of an independent contractor, and no principal-agent or employer-employee relationship between the Parties is created by this Contract. By entering into this Contract with City, Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent, or employee of Contractor will be, for any purpose, an employee of City and that no officer, agent, or employee of Contractor is entitled to any of the benefits and privileges of a City employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of City.

37 PERFORMANCE BOND

Upon the execution of this Contract, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in a form approved by City to secure the full, complete, and faithful performance of the terms and conditions of this Contract.

The Surety shall be a surety company duly authorized to do business in the State of Texas, having an "A" or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to City.

Contractor shall pay all premiums chargeable for the Performance Bond.

The Performance Bond shall be valid and non-cancelable for a period of one year. Thereafter, Contractor must renew or obtain a new Performance Bond each year of the Contract. Each Performance Bond must be valid and non-cancelable and comply with the requirements of this Contract. Contractor shall provide City with a renewed or new Performance Bond on 1st day of each Contract Year.

The Performance Bond must be in the equal to or greater than the amount of twelve (12) calendar months of fees to be paid to Contractor by City and Customers. For the first Contract Year, Contractor shall make, execute, and deliver to City a Performance Bond in an amount equal to or greater than Contractor's estimated amount of gross billings pursuant to this Contract for the initial Contract Year. For each Contract Year after the first Contract Year, Contractor shall make, execute, and deliver to the City a Performance Bond in an amount equal to or greater than the amount of Contractor's gross billings pursuant to this Contract from the prior Contract Year.

Contractor shall ensure that the Performance Bond is signed by the president or vice-president of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal.

38 INSURANCE

39.02 Contractor shall be solely responsible for any insurance required under the terms of this Contract, including, but not limited to, payment of premium and deductibles whether or not City is an insured under the policy, and for any additional insurance it deems necessary. City does not and shall not carry insurance policies covering Contractor.

39.02 Contractor shall procure and maintain, during the term of this Contract and any extensions thereof, the types of insurance and coverages that comply with the insurance requirements shown in the attached Exhibit B. Contractor must notify City in writing at least thirty (30) days prior to any non-renewal of or material change in the insurance coverage(s) required by this Contract.

39.03 Contractor shall ensure that the insurance coverage required under this Contract is obtained and maintained by Contractor to cover its work hereunder. Contractor shall be held responsible for any modification, deviation, or omissions in the insurance requirements.

39.04 City shall retain the right, at any time, to review coverage, form, and amount of insurance coverage.

39.05 The procuring of the required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and the requirements under this Contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any

damages, injury, or loss caused by the action or inaction of Contractor in connection with this Contract.

- 39.06 All insurance certificates shall be received and approved by City before the Contractor will be allowed to commence or continue work.
- 39.07 Notice of accident (occurrence) and claim shall be given to the insurance company and City as soon as practicable after notice to the insured of any incident (occurrence) or claim.
- 39.08 The obligations of Contractor pursuant to this section shall survive the expiration or termination of this Contract.
- 39.09 Failure to comply with any term of this section is a breach of this Contract and may result in the termination of this Contract.

40.0 TRANSITION SUPPORT

- 40.01 Contractor understands, acknowledges, and agrees that a smooth transition of Services under this Contract from one provider to another is essential for the health and safety of City and its residents.
- 40.02 Contractor understands, acknowledges, and agrees that the failure of the Contractor to timely and promptly transition Services under this Contract may create serious health and safety issues for City and its residents.
- 40.03 Contractor understands, acknowledges, and agrees that City does not possess the necessary manpower or equipment to provide Services under this Contract.
- 40.04 Contractor shall cooperate fully and timely with City, and any previous and subsequent provider(s), in any transition of Services.
- 40.05 Contractor shall cooperate fully with City in:
 - 40.05.1 The transition to Contractor from the previous provider(s) upon the Commencement Date;
 - 40.05.2 The transition from Contractor to subsequent provider(s), or City, upon the expiration of the initial term or optional renewal term; and
 - 40.05.3 The transition from Contractor to subsequent provider(s), or City, upon termination of the Contract.
- 40.06 Contractor agrees to pay City for any expenses incurred with the transitioning process if Contractor fails to fully and completely transition in accordance with this Contract or the Transition Plan and City engages in the services of another service provider to fully and completely transition in accordance with this Contract and the Transition Plan. In the event City is unable to secure the immediate services of another Solid Waste Provider to assist with the Transition Plan, City may pursue all equitable, contractual and legal remedies available to City under the law.

41.0 MISCELLANEOUS TERMS

- 41.01 Contractor understands and acknowledges that City is subject to the Texas Open Records Act and therefore cannot assure the confidentiality of the terms or other information provided by Contractor pursuant to this Contract. Contractor agrees to comply with City's request for information under the Open Records Act.
- 41.02 Contractor shall have no confidentiality obligation with respect to any Services provided pursuant to this Contract.
- 41.03 This Contract shall be binding upon and inure solely for the benefit of the parties and their permitted successors or assigns.
- 41.04 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.
- 41.05 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.
- 41.06 This Contract shall be interpreted and governed by the laws of Texas and venue shall be in Galveston County.
- 41.07 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.
- 41.08 If during the term of this Agreement, Contractor enters into or amends a contract with another municipal entity, Homeowners Association, or Municipal Utility District within the Harris County, Fort Bend County, and Brazoria County to provide Services for a lower rate, then City's applicable Unit Prices or rates shall be reduced to the applicable Unit Prices or rates of such entity. Contractor agrees to notify City of such contract and provide City with a copy of the contract and the rate or fee schedule(s).
- 41.09 Contractor agrees that it has investigated and examined all streets, overhead trees, wires and such other attributes of City and the requirements of this Contract that may affect Contractor's full and complete performance of this Contract and enters into this Contract having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.
- 41.10 City and Contractor agree to use their best efforts and cooperate with each other to amend this Contract to meet legal requirements or enter into a new lawful contract regarding the provision of the services contemplated by this Contract:
- 41.11 If subsequent federal or state legislation or a final non-appealable court decision renders any term, covenant, or condition of this Contract invalid, illegal, or unenforceable; and

- 41.12 Either:
- i. A party's rights or obligations under this Contract are materially prejudiced; or
 - ii. The invalidity, illegality or unenforceability pertains to the exclusivity of Services within City.
- 41.13 City and Contractor intend that this Contract be modified or amended by the court to render it enforceable to the maximum extent permitted to effectuate the Parties' intent regarding the provision of Services under this Contract if:
- i. A non-appealable court decision renders any term, covenant or condition of this Contract invalid, illegal, or unenforceable; and
 - ii. Either:
 - a. A party rights or obligations under this Contract are materially prejudiced; or
 - b. The invalidity, illegality, or unenforceability pertains to the exclusivity of Services within City.
- 41.14 If, however, a term, covenant, or conditon in this Contract is held to be invalid by any court of competent jurisdiction and the invalidity does not materially prejudice a party's rights or obligations under this Contract or does not pertain to the exclusivity of Services, the invalidity shall not affect any other term, covenant, or condition herein contained. Contractor must pay for any legal or consulting fees incurred by City in connection with a lawsuit or claim related to the exclusivity of the Services.
- 41.15 All Exhibits and Appendices attached hereto and the documents comprising the Request for Proposal containing additional terms of this Contract are incorporated into this Contract by reference.

CITY:

By: _____

Title: _____

CONTRACTOR:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

EXHIBIT A

CONTRACTOR'S FEES FOR SERVICES

DRAFT

EXHIBIT B

INSURANCE REQUIREMENTS

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

Workers' Compensation

Coverage A	Statutory limits
Coverage B - Employers Liability	\$1,000,000 per Employee per Disease \$1,000,000 per Employee per Accident \$1,000,000 by Disease aggregate

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	For property damage, bodily injury and clean up MCS-90 endorsement for pollution liability coverage

Commercial General Liability

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

All such insurance policies will be primary and written on forms acceptable to City 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-" or "Excellent" and a financial size category of at least VII. Prior to the execution of this Contract, Contractor shall furnish City with an original certificate of insurance and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to City; (ii) shall show City as an additional insured on all policies other than Worker's Compensation; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Contract and can result in retraction by City of the award of the Contract to Contractor or termination of this Contract.

- Contractor shall file proof of insurance meeting the requirements as set forth herein with City. Contractor shall be solely responsible for assuring that all proofs of insurance filed with City are current. Failure of Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Contract and City may terminate the Contract with Contractor.
- No changes are to be made to these specifications without City's prior written approval.
- City's approval of the insurance shall not relieve or limit the liability of Contractor for any damages arising from Contractor's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

DRAFT



Addendum #2

May 19, 2017

The City of La Marque, Texas is now issuing the following addendum for:

SOLID WASTE AND RECYCLING SERVICES RFP #17-01

The addendum consists of the following:

1. **Question:** We would like to request an additional week for the due date of the proposal to May 31st.
Answer: The proposal submission deadline is amended to 10:00 a.m. CST on Friday, June 2, 2017.
2. **Question:** Will the deadline for inquiries be extended since we have not received the contract for review?
Answer: No.
3. **Question:** Can you please provide the last bid tabulations on file for this contract along with last month's invoice from the current waste hauler?
Answer: The City does not have a bid tab from the previous contract period, as it was an automatic renewal with Council approval. In regards to the request for the invoice, the City has provided the current rates. The current rates are attached to this addendum.
4. **Question:** Are the 95-gallon carts being picked up via "automated" service (truck with arm) or "hand-toss"?
Answer: The City is aware of some routes that are not automated.
5. **Question:** What is the total open top roll-off and compactor count per size container (10yd – 40yd).
Answer: The City does not have this information.
6. **Question:** Does the City of La Marque direct disposal or recycling to specific facilities?
Answer: The current contractor contracts directly with disposal and recycling facilities.
7. **Question:** Is there any tonnage information available for MSW, recycling, and brush / bulk? At least last 6 months or so.

Answer: The current contractor reported the following tonnages for MSW in calendar year 2016: Industrial – 1,344 tons; Commercial – 3,755 tons; and Residential – 7,930 tons. In addition, the current contractor reported 1,903 tons of yard waste/brush and 193 tons of residential recyclables in calendar year 2016.

8. **Question:** Can you please provide me the sign-in sheet from the 4/26 pre-bid meeting?

Answer: To be provided in subsequent addendum.

9. **Question:** On page 8 item 1. Pricing - Please explain 2nd sentence "In the case of estimated requirement contract Proposal, the prices must remain firm for the period as specified in the bid."

Answer: The contract is not an estimated requirement contract. Refer to the contract for rate adjustments.

10. **Question:** On page 11 under Background the last sentence speaks to "maintaining the rates to Residential Customers". Are you referring to current rates and if so can you tell me what those rates are?

Answer: To be provided in subsequent addendum.

11. **Question:** On page 15 item 4. Commercial Services - The last sentence says "Non-exclusive Commercial Services must be provided for any Commercial Service Unit requesting the service." In this paragraph your referring to commercial recycling, so should this sentence read "Non-exclusive Commercial Recycling Services"?

Answer: Non-exclusive commercial services is recycling services.

12. **Question:** Page 18 item 22. Performance Bond and Insurance - I didn't see any performance bond or insurance requirement. Is there information stating these requirements?

Answer: Refer to the contract for performance bond and insurance requirements.

13. **Question:** Can you please provide me the sign-in sheet from the 4/26 pre-bid meeting?

Answer: Sign-in sheet for pre-proposal meeting is attached to this addendum.

14. **Question:** Page 18 item 22. Performance Bond and Insurance - I didn't see any performance bond or insurance requirement. Is there information stating these requirements?

Answer: Refer to the contract for performance bond and insurance requirements.

	Pay to Republic Waste	Bill to customers	5% increase
Residential			
R1	15.81	15.64	16.60
R2	19.74	19.85	20.73
R3	23.67	24.06	24.85
R4	27.6	28.27	28.98
R5	31.53	32.48	33.11
Senior			
S1	15.18	15.04	15.94
S2	19.11	19.25	20.07
Multi Family			
M1	15.73	15.64	16.52
M2	15.81	15.64	16.60
M3	15.81	15.64	16.60
Commercial			
C1	15.97	39.04	16.77
C2	24.23	39.04	25.44
C3	32.51	72.49	34.14
C4	40.78	89.21	42.82
C5	49.07	105.94	51.52

City of La Marque

Special Meeting, Public Hearing and Workshop

December 1, 2016

Completed

ATTENDANCE/SPEAKER SHEET

NAME / <i>Business</i>	ADDRESS	CONTACT INFO.
Steve Carroll - Republic Socs		713-539-3782
Shanna Lopez	Waste Management	281-627-4671
Janeil MARIN	AMERI WASTE	713 703 0803
MELVIN MOORE	WLA	832-954-9638
Forte, Chris	TEW	832.696.5602
JACK HARALSON / TCISD	1700 9 th AVE N, TC	409-916-0136
<i>Concerned citizen</i> Gualdine Sam	2412 Stonewall	409 457 2708
Jameson Smith	5230 Panay Park Dr.	979 2 67 3668
Evan Sharp	Waste Connections	979-525-1211
<i>Concerned citizen</i> Audrey Jensen	2320 Oaklawn	(409) 939-9361
Kyle Gilroy	Waste Connections	(713) 359 6 903 <i>okman</i>
CHERZAN BARIAN	WASTE CONNECTIONS	979 215 7126
Terry Rouser	Ameri Waste	281-229-2512
Tony Emilio	FCC SA	281-808-9068
<i>LVM 11:00</i> F. HEL Joseph	2621 Bellview ST	(409) 939-7723
<i>Concerned citizen</i> Kris Johnson	2019 Bellview	409 935 8174
Dennis Decker	Decker Dispose All	281-559-4939

Fiscal 2017-18 Annual Operating and Capital Plan Calendar of Events for Budget Preparation and Adoption

April 30	Preliminary values for 2017 available from Appraisal District
April 21	Deadline for all department requests to be submitted to Finance
May 28 (Sunday)	Extension for certain department requests to be submitted to Finance due to special circumstances (Must be approved by City Manager)
May 18-June 9	City Manager meet with department heads (If necessary)
June 12-July 7	City Manager and Finance Director balance the budget
July 17	City Manager Proposes Budget (Special Council Meeting)
July 17	Budget filed with City Clerk
July 24, 25, and 27	Council workshops (Proposed)
July 25	Certified Values for 2017 received from Appraisal District
August 7	Announcement of Public Hearings
August 14	First Tax Public Hearing
August 21	First Budget Public Hearing
August 29	Second Tax Public Hearing
September 5	Second Budget Public Hearing; Budget Adoption First Reading
September 5	Tax Rate Adoption First Reading
September 11	Budget Adoption-Second and Final Reading; Ordinance Public Hearing
September 11	Tax Rate Adoption Ordinance Public Hearing; Ordinance Public Hearing
October 1	Fiscal Year Begins

Sources: City Charter Article VI Section 6
Local Government Code 140.010
Tax Code Chapter 26



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

**To act in the best interest of the City
To consistently demonstrate respect to Staff
To invest our resources effectively for our future
To handle our disagreements/conflicts in a
Respectful manner that keeps our Image
Positive with the public and each other**

TO: Honorable Mayor Hocking and City Councilmembers
FROM: June 26, 2017
SUBJECT: City Manager Report – May 2017 Activity

a. Judicial

- See report attached.

b. Police

- **Staffing Levels**

There are four (4) full-time vacancies in the Telecommunications Section. We have two (2) full-time operational TCOs, the Telecommunications Supervisor, and six (6) part-time TCOs. Three (3) new Telecommunicators were hired and started training on May 8th. One of the three TCOs came to us with experience and has already been released from training and is filling a full-time position.

The Police Department is actively interviewing and vetting applicants for Telecommunicator. Once the two remaining Telecommunicators are no longer in training; a new hiring process will be initiated to fill the remaining vacancies.

The police department sworn police personnel has four new positions to fill. We currently have three (3) officers in training. A Civil Service entrance examination was administered on May 31st. Five candidates are on the eligibility list from that examination. We are currently vetting the applicants from that list.

- **Training**

The following individuals attended training during the month of May, 2017:

- Officer S. Jackson attended ***Asset Forfeiture and Racial Profiling***
- Officer S. Jackson attended ***Intermediate Child Abuse Prevention***
- Sergeant S. Samuelson attended ***Fundamental Techniques of Crash Investigations***
- Officer J. Santos attended ***Two Gun Tactics***
- Detective H. Walton attended ***Conference on Crimes Against Women***

- **Operations**

In the month of May, the La Marque Police Department generated 2,323 calls for service. Of those calls for service, 1,299 (approximately 56%) were “self-initiated.” Citizen calls to the

police department accounted for 1,018 of the total (approximately 44%) calls for service. There was an average response time of 6 and a half minutes (6:39) and an average time spent on calls of about 34 minutes (34:09).

On May 6th, the La Marque's Clean City Commission funded litter pick-up program conducted an operation. The May operation yielded twenty-five (25) bags of trash, four (4) illegally posted signs and eight (8) tires.

- **Overtime Utilization**

During most of the month of May, the Police Department had been operating with three (3) functional Peace Officer vacancies (those 3 Peace Officers were in training) and six (6) full-time Telecommunicator vacancies. A significant amount of overtime is necessary to fill the vacant slots, supplemented by part-time Telecommunicators. The investigations of some high-profile cases necessitated overtime. Late calls and court appearances also contributed to overtime expenditures.

- c. **Fire**

- **Personnel:**

The LMFD is now at full authorized strength. All personnel are fully certified by the Texas Commission on Fire Protection as structural Fire Fighters and State Department of Health Services as Emergency Medical Technicians. One (1) Fire Fighter remains in a long term "light duty" status resultant from an OJI in September 2016.

- **Operations:**

All apparatus are currently operational with the exception of Engine 2 which has been declared a "total loss" by TML following an accident on IH 45 which resulted in a fatality when a motorcycle struck the apparatus during an emergency response. A claim was file with the driver's insurance carrier who has accepted liability; however, liability coverage was limited to \$25,000.00. TML is subrogating the claim and attendant loss. Final disposition of the apparatus remains uncertain at this time. Existing LMFD fire apparatus and medic units continue to experience an exceptionally high rate of mechanical failures and unscheduled maintenance and/or repairs due in large measure to aging of our fleet.

- **Training:**

Two Fire Fighters are enrolled in an Advanced / Paramedic Emergency Medical Technician curriculum; one at COM and the other at Alvin Community College. Completion is anticipated at the conclusion of the fall semester in 2017 with National Registry examinations to follow. Three (3) Fire Fighters have commenced EMT-Advanced training / certification at Galveston College which began on January 15, 2017, in conformance with their Conditions of Employment Contract, with completion anticipated in early summer. EMT-Paramedic training / certification will follow in the fall semester.

Insurance Services Office (ISO) Classification Status and Historical Overview

ISO conducted a follow-up "classification rate survey" of our community assets and capabilities including the fire department, water department, and communications center on February 14, 2017, pursuant to the recently published ISO Standards which have been adopted nationwide. Texas continues to use a slightly modified version with the addition of the "Texas Addendum."

La Marque received notice from ISO on March 14, 2017, of their intention to escalate our Classification from the existing Class 3 to a Class 4 within ninety (90) days following receipt of their letter unless an optional "Improvement Plan" is developed and submitted for review and consideration. The optional "Improvement Plan" is under development and will be submitted on or before the deadline in an effort to forestall implementation of the proposed

escalated insurance rating classification until construction of the new fire station can be completed and, subsequently equipped and adequately staffed for operation and service delivery.

The City of La Marque was notified in early 2014 by ISO of an impending change to our community's "Public Fire Protection Classification" **following an extensive inspection of our city in late 2013**. ISO proposed to increase our ISO rating from the existing Class 3 which we have enjoyed since 2005 to a Class 5. I requested and received approval from ISO to hold the classification increase in abeyance until we could develop and submit a comprehensive **"Improvement Plan"** for consideration. ISO subsequently approved our Improvement Plan which provided for implementation over a two (2) year period ending in March 2016. A detailed status report of our improvements was submitted to ISO in April 2016 delineating the numerous modifications and/or improvements completed and/or pending completion during the two (2) year grace period. I have since been officially informed by ISO that the Texas Department of Insurance at the recommendation of ISO formally adopted the latest ISO rating schedule in January which arguably is a significant departure from the rating schedule utilized during our 2013 inspection and, which became the basis of our Improvement Plan. ISO advises that a new inspection of our community is tentatively scheduled for later this year to once again evaluate our resources and establish an ISO Public Protection Classification. A thorough analysis of the new rating schedule is underway to determine the potential impact on our current rating and, the feasibility of additional improvements that may become necessary. It is important to reiterate that our current Class 3 rating remains unchanged at this time. ***Completion of the new Fire Station on the west side of our city and employment of additional Fire Fighters will enhance our prospects of retaining the Class 3 rating.***

- **Overtime Utilization:**

Overtime is required to maintain acceptable and safe staffing levels depleted by scheduled and/or unscheduled leaves of absence, training, special work assignments, and intermittent vacancies throughout any given budgetary cycle.

FY 2017 YTD: \$66,093.30

May MTD: \$9,833.92

- **Other:**

A groundbreaking ceremony took place on April 12, 2017 for the Central Fire Station on the west side of our city. The notice to proceed with construction was issued to Construction LTD on April 17, 2017. The Estimated day of completion is March 16, 2018.

- **Statistical information:**

Average Response Times: 07:25

Engine Company Responses for Service:

MTD: 136

YTD: 982

Medic Responses for Service:

MTD: 157

YTD: 1446

Mutual Aid Given and Received:

MTD Given: 7

YTD Given: 81

MTD received: 35

YTD received: 275

Detailed statistical information enclosed**d. Library**

- See report attached.

e. Public Services**March 30, 2017**

- **Public Works Administrative Assistant** – For the month of March, compared to last year, there was an increase in calls for Water Leaks, Leaks at the Meter, Low Pressure/No Water, Dress-Ups, Co-Compliance, Pot Holes, Street Repair, Culverts, Mowers/Mowing, Street Signs, Traffic Lights, Street Light Request, Human Resource, Locates, Customer at Window, Recycling, Community Service, Gas Company, and Miscellaneous Calls; there was a decrease in calls for Sewer Stops, Billing Department, Blue Cart/Trash Pick-Up, Dirt Request, Street Light Outage, Director, Inspections, and Animal Control.
- **Parks** – For the month of March, compared to last year, there was a decrease in hours for Highland Bayou Park; compared to last year, there was an increase in hours for Mahan Park.
- **Utility 12** – For the month of March, compared to last year there was an increase in man hours for, Utility Patch, Culverts Set, Pot Holes Filled, Repaired Driveways, Grate Repair, Weed-Eat/Mowing, Checking of Drains & Ditches, Safety Meetings, Brush/Debris Removal; compared to last year, there was a decrease in man hours for Traffic Sign Repair/Install.
- **Utility 22 - Water & Sewer Maintenance** – For the month of March, compared to last year, there was an increase in Water Leaks, Residential and Commercial Water Taps, Remote Read Meters Installed, Meter Boxes & Lids Replaced, Water Turned On/Off – citizens' requests, Drains Cleaned, Fire Hydrants Repaired, Sewer Lines Repaired, Services Lines Repaired, Clean-Out Tops Replaced, Manhole Installed, and Dress-Ups; compared to last year, there was a decrease in Low Pressure City Side, Sewer Stoppages Resolved, and Lines Locate for Water/Sewer.
- **Overtime Hours:**
Public Services (Parks, Right-of-Way Maintenance & Service Center) – overtime hours for being on-call; carrying the on-call telephone.

Department 22 –overtime hours for on call maintenance worker and operator who worked sewer stops and water leaks after hours and for being on-call; carrying the on-call telephone

Department 24 – overtime hours for weekend Plant operations duties

- **Water Main Break in March 20, 2017**

Laurel @ Holly Street – Point Repair

The water main has collapsed multiple times off Laurel and Holly and has as many as 30 or more clamps. Once the crews secured the clamp in place, due to the pressure, the main collapsed about 200 FT down the road on Holly and blew off a residence tap saddle.

April 30, 2017

- **Public Works Administrative Assistant** – For the month of April, compared to last year, there was an increase in calls for Water Leaks, Sewer Stops, Leaks at the Meter, Low Pressure/No Water, Dress-Ups, Pot Holes, Street Repair, Culverts, Street Light Outage, Street Light Request, Director, PW/Utility Dept. Supervisors, Human Resources, Inspections, Locates, Citizen Walk-Ins, Gas Company, and Miscellaneous Calls; compared to last year, there was a decrease in calls for Billing Department, Trash Pick Up, Co-Compliance, Driveway Repair, Mowers/Mowing, Traffic Lights, City Hall Admin. Assistant, Animal Control, Mosquito Spray, and Community Service.
- **Parks** – For the month of April, compared to last year, there was an increase in hours for Highland Bayou Park; compared to last year there was an increase in hours for Mahan Park.
- **Utility 12** – For the month of April, compared to last year, there was an increase in man hours for Utility Patch, Culverts Set, Pot Holes Filled, Repaired Driveways, Grate Repair, Weed-Eat/Mowing, Checking of Drains & Ditches, Safety Meetings, Brush/Debris Removal; compared to last year there was a decrease in man hours for Traffic Sign Repair/Install.
- **Utility 22 - Water & Sewer Maintenance** – For the month of April, compared to last year there was an increase in, Water Leaks, Residential and Commercial Water Taps, Remote Read Meters Installed, Meter Boxes & Lids Replaced, Water Turned On/Off – citizens requests, Drains Cleaned, Fire Hydrants Repaired, Sewer Lines Repaired, Services Lines Repaired, Clean-Out Tops Replaced, Manholes Installed, and Dress-Ups; compared to last year, there was a decrease in Low Pressure City Side, Sewer Stoppages Resolved, and Lines Locate for Water/Sewer.
- **Utility 24** - April into early May was spent chasing down water issues impacting the northwest side of town. Complications from the Gulf Coast Water's "free burn" led to responses to several residents calling reporting foul smell and discoloration. An inordinate amount of time was dedicated to responding to individual calls while working to resolve the overall issue. In carrying out the above, it was noted that the elevated storage tank at the Greyhound Park is in need of serious repairs. We are working to keep it operational while we explore means of funding the estimated \$400,000 in rehabilitation to the tank.

The City has been plagued with "minor" issues at the 21 + lift stations throughout town. Included is the vandalism at the FM 2004 station where it will cost in the neighborhood of \$2,000 to repair the damage caused by the theft of approximately \$150 worth of copper. A new generator has been ordered for the 6th Street Station and are awaiting its arrival.

- **Overtime Hours:**
Public Services (Parks, Right-of-Way Maintenance & Service Center) – overtime hours for being on-call; carrying the on-call telephone.

Department 22 – overtime hours for on-call maintenance worker and operator who worked sewer stops and water leaks after hours and for being on-call; carrying the on-call telephone.

Department 24 – overtime hours for weekend Plant operations duties.

May 30, 2017

Public Works Administrative Assistant – For the month of May, compared to last year, there was an increase in calls for Sewer Stops, Dress-Ups, Billing Dept., Street Repair, Culverts, Mowers/Mowing, Street Light Outage, Street Light Request, Director, PW/Utility Dept. Supervisors, Human Resources, Inspections, Locates, Citizen Walk-In, and Miscellaneous Calls; there was a decrease in calls for Water Leaks, Low Pressure/No Water, Trash Pick-Up, Co-Compliance, Pot Holes, Driveway Repair, Street Signs, Traffic Lights, City Hall Admin. Assistant, Animal Control, Mosquito Spray, and Community Service.

- **Parks** – For the month of May, compared to last year, there was an increase in hours for Highland Bayou Park and Mahan Park.
- **Utility 12** – For the month of May, compared to last year, there was an increase in man hours for Utility Patch, Culverts Set, Grate Repair, Weed-Eat/Mowing, Checking of Drains & Ditches, Safety Meetings, Brush/Debris Removal; compared to last year, there was a decrease in man hours for Pot Holes Filled, Traffic Sign Repair/Install, Repaired Driveways.
- **Utility 22 - Water & Sewer Maintenance** – For the month of May, compared to last year, there was an increase in Water Leaks, Residential and Commercial Water Taps, Remote Read Meters Installed, Water Turned On/Off – citizens requests, Drains Cleaned, Fire Hydrants Repaired, Sewer Lines Repaired, Services Lines Repaired, Clean-Out Tops Replaced, Sewer Stoppages Resolved, and Dress-Ups; compared to last year, there was a decrease in Low Pressure City Side, Manhole Installed, Meter Boxes & Lids Replaced, and Lines Locate for Water/Sewer.
- **Utility 24** - April into early May was spent chasing down water issues impacting the northwest side of town. Complications from the Gulf Coast Water's "free burn" led to responses to several residents calling reporting foul smell and discoloration. Inordinate amount of time was dedicated to responding to individual calls while working to resolve the overall issue. In carrying out the above, it was noted that the elevated storage tank at the Greyhound Park is in need of serious repairs. We are working to keep it operational while we explore means of funding the estimated \$400,000 in rehabilitation to the tank.

The City has been plagued with "minor" issues at the 21 + lift stations throughout town. Included is the vandalism at the FM 2004 station where it will cost in the neighborhood of \$2,000 to repair the damage from the theft of approximately \$150 worth of copper. A new generator has been ordered for the 6th Street Station and we are awaiting its arrival.

Meanwhile, progress continues at the Wastewater Treatment Plant (Siemens Project) where the first aeration basin has received the fine bubble aeration installation and the second basin is in the final stages. A small "hiccup" was disclosed when the basin was drained and it was discovered a previously-unseen transfer pipe at the bottom of the basin would necessitate a change in design. Siemens saw this design through and was willing to absorb the cost of change. It is anticipated to be on line mid-June.

- **Employee of the Month for April**

- **Rodney Gamble**

- Long-time La Marque resident, Rodney Gamble, worked his way up to be the Foreman of the Utilities Department. He has an abundance of knowledge of the City's utilities and is teaching the younger guys how to complete the jobs the right way. Our Motto - "Do the right thing." Rodney is the epitome of our motto.

- **Overtime Hours:**

- **Public Services (Parks, Right-of-Way Maintenance & Service Center)** – overtime hours for being on-call; carrying the on-call telephone.

- **Department 22** –overtime hours for on-call maintenance worker and operator who worked sewer stops and water leaks after hours and for being on-call; carrying the on-call telephone.

- **Department 24** – overtime hours for weekend Plant operation duties.

- f. **Animal Services**

- See report attached.

- g. **Financials**

- See report attached.

JUDICIAL DEPARTMENT



**CITY OF LA MARQUE
COURT STATISTICS
April 2017**

Judicial Monthly Report April 2017										
	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Current Fiscal yr to date	Total This Month PY	Prior Fiscal yr to date
Total Cases Pending First of Month	4,351	0	6	2014	1,368	487	8,226	70,664	10,265	72,667
Active Cases	1,070	0	5	264	163	142	1,644	11,863	2,651	19,024
Inactive Cases	3,281	0	1	1,750	1,205	345	6,582	58,801	7,614	38,647
New Cases Filed	389	0	0	72	76	29	566	3,669	537	4,216
Cases Reactivated	85	0	0	45	37	14	181	3,521	168	1,070
All Other Cases Added	0	0	0	0	0	0	0	0	0	0
Total Cases on Docket	1,544	0	5	381	276	185	2,391	19,053	3,356	24,310
Dispositions Prior to Trial:										
Uncontested Dispositions	234	0	0	50	36	19	339	2,225	292	2573
Dismissed by Prosecution	27	0	0	3	5	30	65	1413	36	271
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	7	0	0	4	1	0	12	134	21	80
By the Court	0	0	0	0	0	1	7	17	0	5
By the Jury	0	0	0	0	0	0	0	0	0	0
Acquittals:										
By the Court	0	0	0	0	0	0	0	6	0	355
By the Jury	0	0	0	0	0	0	0	0	0	3
Dismissed by Prosecution	6	0	0	5	3	3	17	1275	3	50
Compliance Dismissals:										
After Driver Safety Course	30						30	298	58	312
After Deferred Disposition	15	0	0	0	1	12	28	530	93	432
After Proof of Financial Responsibility	2						2	20	2	35
	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	0	Current Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
All Other Transportation Code Dismissals	16	0	0	0	0	0	16	101	16	127
All Other Dispositions	3	0	0	1	0	3	7	106	2	546
Total Cases Disposed	340	0	0	63	46	68	517	5,988	525	4,741
Cases Placed on Inactive Status	144	0	0	62	69	7	282	1,692	241	1,378
Total Cases Pending End of Month:	4,400	0	6	2,023	1,398	448	8,275	68,345	10,277	72,137
Active Cases	1,060	0	5	256	161	110	1,592	11,373	2,590	18,191
Inactive Cases	3,340	0	1	1,767	1,237	338	6,683	56,972	7,687	53,948
Show Cause Hearings Held	13	0	0	1	0	0	14	231	23	283
Cases Appealed:										
After Trial	0	0	0	0	0	0	0	0	0	380
Without Trial	2	0	0	0	1	0	3	7	0	117



**CITY OF LA MARQUE
COURT STATISTICS
April 2017**

	This Month Current Yr	Current Fiscal yr to date	This Month Prior Yr	Prior Fiscal yr to date
Juvenile/Minor Activity:				
Transportation Code Cases Filed	2	17	1	7
Non-driving Alcoholic Beverage Code Cases Filed	0	3	0	4
Driving Under Influence of Alcohol Cases Filed	0	0	0	0
Drug Paraphernalia Cases Filed	0	0	0	2
Tobacco Cases Filed	0	1	0	2
Failure to Attend School Cases Filed	0	0	0	0
Education Code Cases Filed (except fail to attend)	0	0	0	0
Curfew Violation Cases Filed	0	3	0	0
All Other Non-traffic Fine-only Cases Filed	1	15	2	20
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	5	44	3	30
Class A and B Misdemeanors	1	20	0	32
Felonies	2	10	2	16
Arrest Warrants Issued:				
Class C Misdemeanors	278	1,588	94	569
Capias Pro Fine Issued:				
Class C Misdemeanors	107	634	36	283
Emergency Protection Orders Issued	0	1	1	6
Stolen Property Hearings Held	0	1	0	2
Cases Satisfied by Community Service:				
Partial Satisfaction	0	0	3	6
Full Satisfaction	4	55	3	36
Cases Satisfied by Jail Time Credit	54	485	62	427
Fines, Court Costs and Other Amounts Collected:				
	Total this Month	Current Fiscal yr to date	Total This Month Prior Yr	Prior Fiscal yr to date
Kept by City	\$70,733.52	\$485,901.69	\$66,380.32	\$484,880.36
Remitted to State	\$30,975.87	\$199,721.11	\$30,121.13	\$197,601.02
Total	\$101,709.39	\$685,622.80	\$96,501.45	\$682,481.38

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
4828 LOOP CENTRAL DRIVE,
SUITE 600 (77081)
P.O. BOX 3064 (77253)
HOUSTON, TEXAS

713.844.3400
FAX 713.844.3504

May 8, 2017

Ms. Bell,

The Linebarger Law Firm received 172 new citations in the month of March and collected \$45,255.00. 418 letters were sent and 203 addresses and phone numbers were updated through Linebarger's skip trace efforts. Linebarger contacted 1,234 persons by phone and 26 called the firm in response to our efforts. To date, Linebarger has collected \$1,111,237 and resolved 6,609 citations totaling \$2,705,114.

Respectfully,
Karolyn D. Williams
Fees and Fines Liaison
Linebarger, Goggan, Blair & Sampson, LLP

LA MARQUE, TX MUNICIPAL COURT

Fees and Fines Collection & Activity Report

As of April 30, 2017



Linebarger Goggan Blair & Sampson, LLP

**PROPRIETARY AND CONFIDENTIAL
INFORMATION**

Linebarger Goggan Blair & Sampson, LLP considers the information contained in this report to be proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

Collections & Activity Summary

Collection Disposition Summary - April 2017	
Citations Assigned	172
Amount Assigned	\$89,742
Citations Collected	135
Amount Collected	\$45,255
Citations Cancelled	1,591
Amount Cancelled	\$643,253
Citations Resolved	1,726
Amount Resolved	\$688,508

Collection Disposition Summary - Contract to Date	
Citations Assigned	13,571
Amount Assigned	\$6,320,255
Citations Adjusted	2,775
Amount Adjusted	(\$67,444)
Citations Collected	2,874
Amount Collected	\$1,111,237
Citations Cancelled	3,735
Amount Cancelled	\$1,593,877
Citations Resolved	6,609
Amount Resolved	\$2,705,114
Dollar Resolution Rate	43.9%

Collection Activity - April 2017		
Letters		418
Address/Phone Updated		203
Phone Activity	Inbound	26
	Outbound	1,234

Collection Activity - Contract to Date		
Letters		28,919
Address/Phone Updated		10,248
Phone Activity	Inbound	1,602
	Outbound	57,627

Status of Open Accounts

Status	Count	Amount
ACT - Active Account	7,340	\$3,447,664
ATT - Attorney Contact Only	96	\$60,908
BPS - Broken Promise	1	\$526
DEC - Deceased No Estate Or Beyond Claim	11	\$4,388
DIS - Disputed	2	\$60
INC - Incarcerated	24	\$11,768
PRM - Promise Payment	23	\$8,990
REF - Refuse To Pay	4	\$2,444
RST - Restricted State	16	\$6,910
SKP - Skip Tracing for Phone	5	\$2,355
SWF - Stop Work Per Firm	3	\$1,684
Total	7,525	\$3,547,696

Monthly Collection Activity Last 24 Months

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2017	April	418	203	26	1,234	\$45,255
	March	268	205	13	1,178	\$52,944
	February	3,221	249	133	1,999	\$16,824
	January	292	109	24	1,901	\$10,765
2016	December	160	137	20	2,031	\$13,341
	November	152	127	19	2,318	\$21,615
	October	347	143	12	2,357	\$13,560
	September	737	151	36	2,575	\$32,215
	August	0	263	29	2,685	\$0
	July	150	178	21	1,318	\$18,846
	June	1,529	211	58	1,196	\$29,578
	May	406	226	64	1,623	\$23,239
	April	943	893	39	1,345	\$48,671
	March	128	190	105	1,130	\$63,386
	February	3,275	177	56	295	\$16,452
	January	0	770	18	1,197	\$19,410
2015	December	137	126	17	1,255	\$33,254
	November	508	190	42	1,074	\$0
	October	991	140	42	572	\$22,712
	September	581	1,204	50	224	\$24,849
	August	597	95	21	465	\$16,144
	July	893	213	35	470	\$13,724
	June	762	66	19	514	\$14,278
	May	0	63	16	665	\$27,268
	April	0	126	21	844	\$50,113
Total*		16,495	6,455	936	32,465	\$628,442

*Total Amounts noted represent the last 24 months & not contract to date.

Portfolio Analysis Outstanding Placements

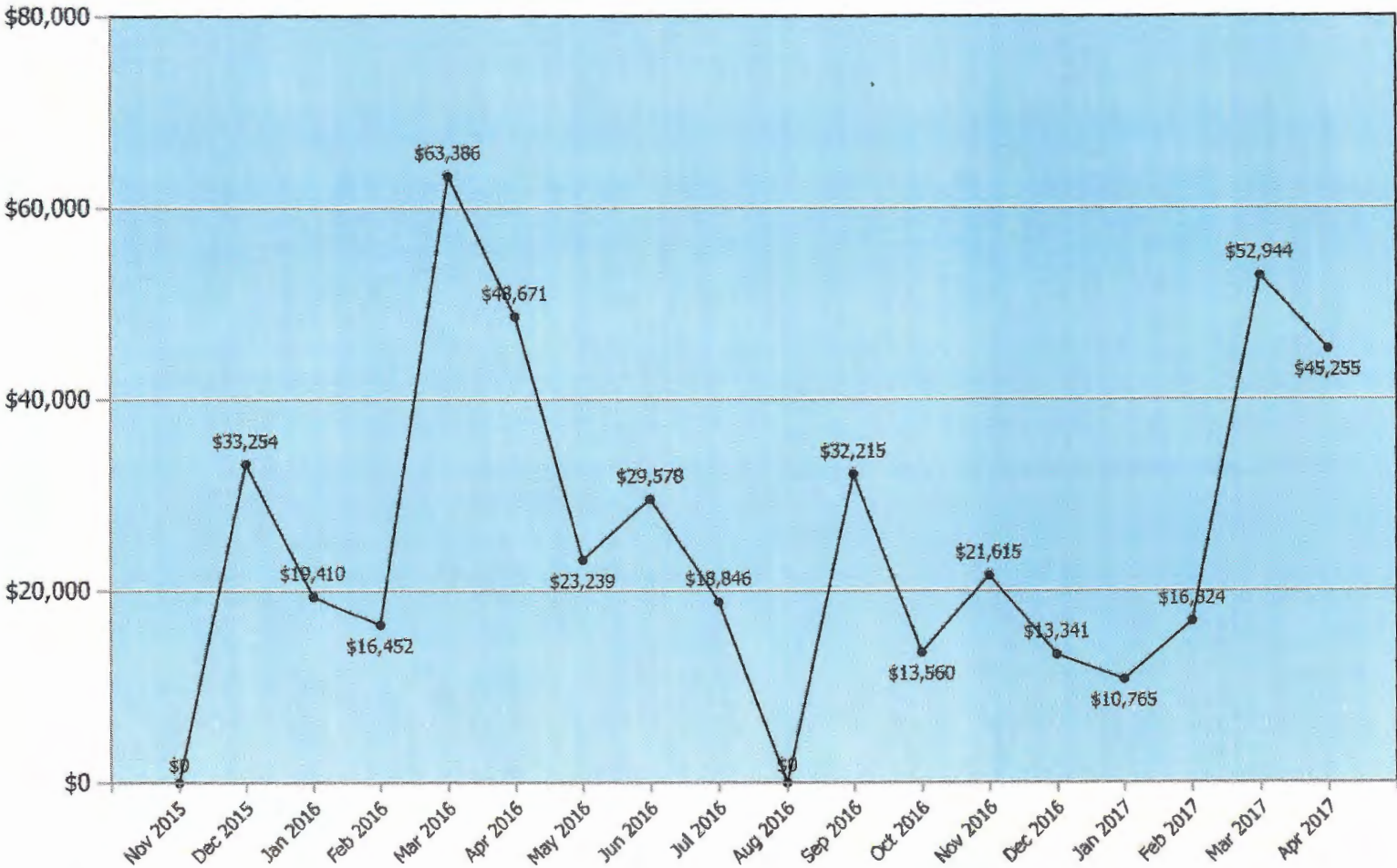
	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	7,525	\$3,547,696.12	100.00%	100.00%	\$471.45
ADDRESSES					
No Mailing Address	8	\$3,730.00	0.11%	0.11%	\$466.25
Returned Mail	1,594	\$742,577.44	21.18%	20.93%	\$465.86
Good Address	5,923	\$2,801,388.68	78.71%	78.96%	\$472.97
OFFENSE AGE					
One Year or Less	565	\$285,138.85	7.51%	8.04%	\$504.67
1-2 Years	1,601	\$802,710.96	21.28%	22.63%	\$501.38
2-3 Years	1,352	\$641,582.96	17.97%	18.08%	\$474.54
+3 Years	4,007	\$1,818,263.35	53.25%	51.25%	\$453.77
PLACEMENT AGE					
One Year or Less	1,984	\$997,055.61	26.37%	28.10%	\$502.55
1-2 Years	1,517	\$728,376.00	20.16%	20.53%	\$480.14
2-3 Years	1,007	\$487,202.75	13.38%	13.73%	\$483.82
+3 Years	3,017	\$1,335,061.76	40.09%	37.63%	\$442.51

Offense Age of Placements Last 13 Months

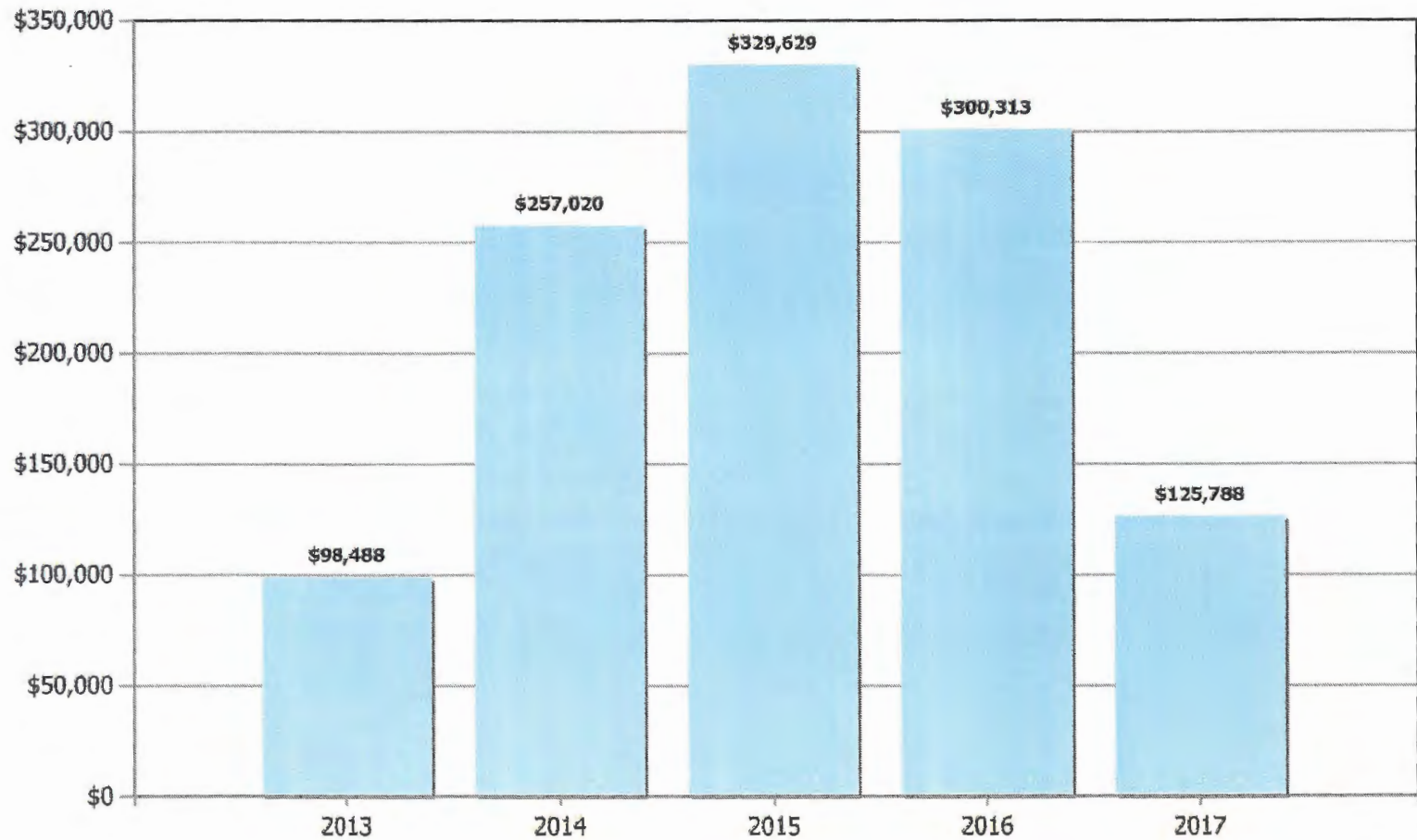
	2010 & PRIOR	2011	2012	2013	2014	2015	2016	2017	Total Placements
April 2017	-	-	-	2	-	5	165	-	172
				1.16%		2.91%	95.93%		
March 2017	-	-	7	1	1	21	266	-	296
			2.36%	0.34%	0.34%	7.09%	89.86%		
February 2017	1	-	-	2	9	21	210	-	243
	0.41%			0.82%	3.70%	8.64%	86.42%		
January 2017	-	-	-	-	2	23	196	-	221
					0.90%	10.41%	88.69%		
December 2016	-	-	-	3	2	39	274	-	318
				0.94%	0.63%	12.26%	86.16%		
November 2016	1	-	1	8	12	41	124	-	187
	0.53%		0.53%	4.28%	6.42%	21.93%	66.31%		
October 2016	-	-	-	-	-	-	-	-	0
September 2016	-	-	-	-	7	235	141	-	383
					1.83%	61.36%	36.81%		
August 2016	-	-	-	-	-	-	-	-	0
July 2016	-	-	-	1	4	72	-	-	77
				1.30%	5.19%	93.51%			
June 2016	2	1	-	1	12	139	-	-	155
	1.29%	0.65%		0.65%	7.74%	89.68%			
May 2016	-	-	-	3	1	111	-	-	115
				2.61%	0.87%	96.52%			
April 2016	-	-	-	-	10	34	-	-	44
					22.73%	77.27%			

Placement Activity Summary Contract to Date								
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
2017 Summary	April	172	\$89,742	\$0	\$0	\$89,742	\$0	0.00%
	March	296	\$166,729	\$411	\$25	\$166,343	\$2,679	1.61%
	February	243	\$121,407	\$4,061	(\$782)	\$116,563	\$7,283	6.25%
	January	221	\$107,956	\$2,878	\$327	\$105,405	\$5,347	5.07%
		932	\$485,834	\$7,350	(\$430)	\$478,053	\$15,309	3.20%
2016 Summary	December	318	\$159,249	\$3,132	(\$90)	\$156,028	\$15,673	10.05%
	November	187	\$93,115	\$4,404	(\$47)	\$88,664	\$6,264	7.07%
	October	0	\$0	\$0	\$0	\$0	\$0	0.00%
	September	383	\$189,197	\$4,316	\$917	\$185,798	\$9,546	5.14%
	August	0	\$0	\$0	\$0	\$0	\$0	0.00%
	July	77	\$38,638	\$1,925	\$25	\$36,737	\$1,564	4.26%
	June	155	\$71,744	\$7,735	(\$407)	\$63,602	\$6,745	10.61%
	May	115	\$53,334	\$5,508	(\$649)	\$47,176	\$3,902	8.27%
	April	44	\$25,263	\$3,164	\$23	\$22,121	\$2,931	13.25%
	March	239	\$118,831	\$10,256	(\$227)	\$108,348	\$11,301	10.43%
	February	97	\$48,815	\$5,112	\$118	\$43,821	\$9,092	20.75%
	January	156	\$75,102	\$9,070	(\$4)	\$66,029	\$4,254	6.44%
		1,771	\$873,288	\$54,622	(\$340)	\$818,325	\$71,273	8.71%
2015 Summary	December	230	\$113,845	\$15,186	(\$3,064)	\$95,595	\$21,294	22.27%
	November	338	\$168,589	\$24,049	(\$2,711)	\$141,828	\$31,596	22.28%
	October	56	\$29,315	\$6,538	(\$702)	\$22,076	\$6,777	30.70%
	September	261	\$131,522	\$17,269	(\$10,964)	\$103,289	\$23,178	22.44%
	August	311	\$149,738	\$29,259	(\$8,126)	\$112,353	\$28,068	24.98%
	July	189	\$98,608	\$17,841	(\$3,058)	\$77,710	\$14,929	19.21%
	June	268	\$131,970	\$17,958	(\$5,862)	\$108,150	\$19,525	18.05%
	May	0	\$0	\$0	\$0	\$0	\$0	0.00%
	April	0	\$0	\$0	\$0	\$0	\$0	0.00%
		1,653	\$823,587	\$128,099	(\$34,486)	\$661,002	\$145,367	21.99%
2014 Summary		2,690	\$1,296,307	\$266,087	(\$15,789)	\$1,014,430	\$318,170	31.36%
2013 Summary		6,525	\$2,841,240	\$1,137,718	(\$16,395)	\$1,687,127	\$561,119	33.26%

Monthly Collections
Last 18 Months

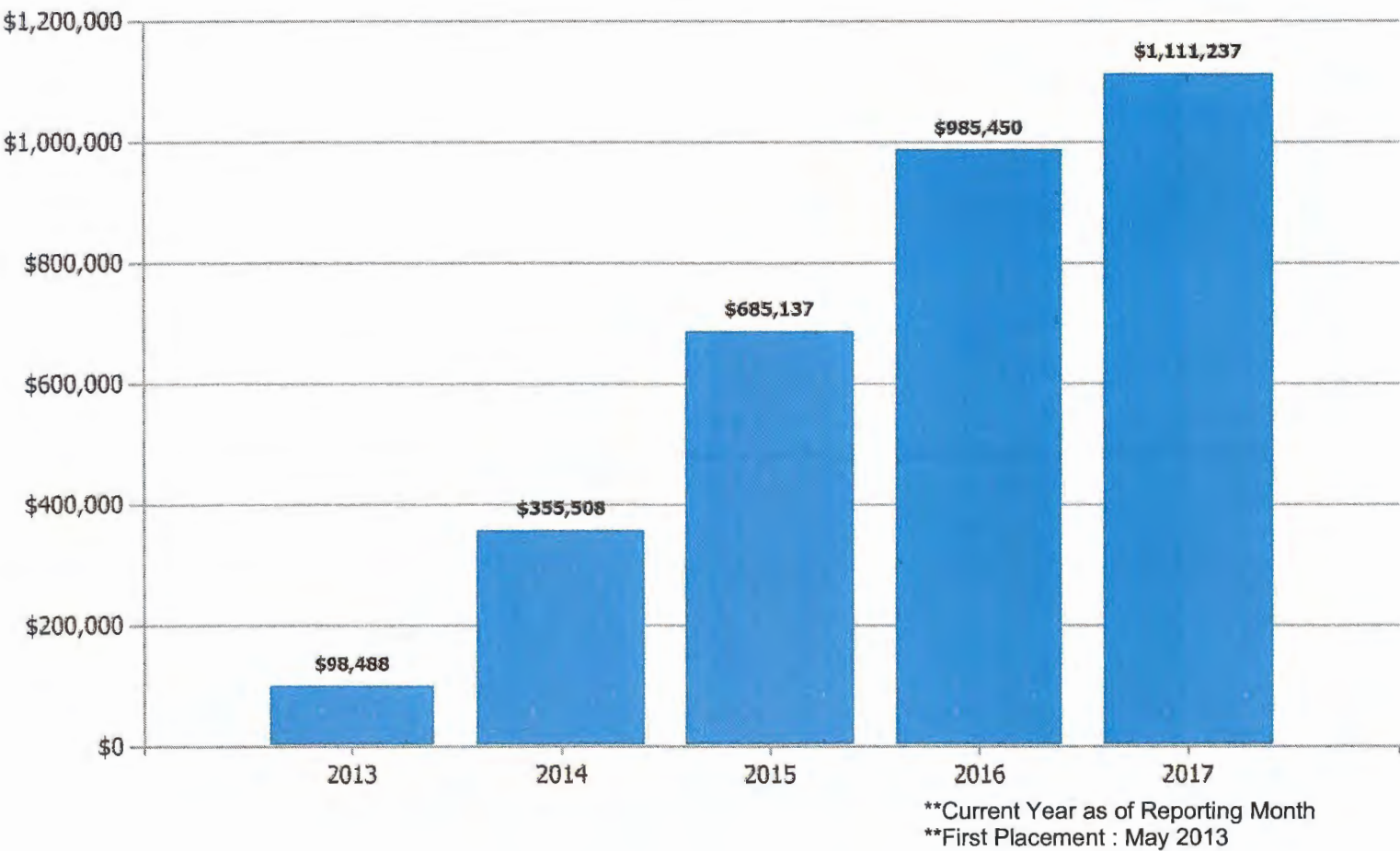


Delinquent Court Fees & Fines Annual Collections Last 6 Years



***Current Year as of Reporting Month
***First Placement : May 2013

Delinquent Fees & Fines Cumulative Collections

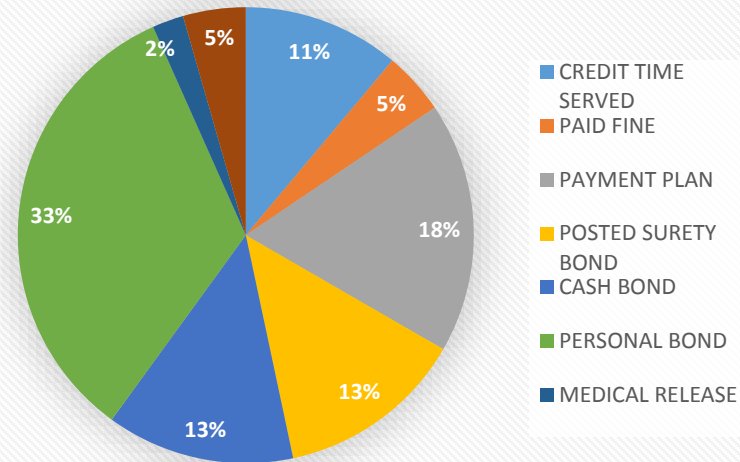


JUDICIAL CITY MARSHAL

La Marque Municipal Defendant Data

CREDIT TIME SERVED	5
PAID FINE	2
PAYMENT PLAN	8
POSTED SURETY BOND	6
CASH BOND	6
PERSONAL BOND	15
MEDICAL RELEASE	1
COMMUNITY SERVICE	2
Grand Total	45

City Marshal Stats



CITY MARSHAL COURT ACTIVITY	TOTAL THIS MONTH	FISCAL YEAR TO DATE	TOTAL MONTH PRIOR	PRIOR FISCAL YEAR TO DATE
DOOR HANGERS ISSUED	18	183	165	315
ARRESTS	6	24		
COLLECTION PHONE CALLS	154	425	271	
WARRANT AMOUNTS COLLECTED	\$43,525.98	\$223,330.13	\$42,311.75	\$247,425.66
LETTERS MAIL	376	1105	561	1083
HOLDS PLACED	195			
NON-CASH CREDIT AMOUNT	\$26,626.12	\$89,176.53	32,210.77	\$109,419.08

POLICE DEPARTMENT

LA MARQUE POLICE DEPARTMENT
MONTHLY REPORTING STATISTICS

	CURRENT MONTH (MAY 2017)	CURRENT MONTH PREVIOUS YEAR (MAY 2016)	PREVIOUS MONTH (APRIL 2017)	YEAR TO DATE (2017)	PREVIOUS YEAR TO DATE (2016)
<u>PART I CRIMES</u>					
HOMICIDE	1	0	0	4	1
RAPE	1	1	4	8	5
ROBBERY	1	1	3	7	6
ASSAULT (*INCLUDES SIMPLE)	45	46	33	192	184
BURGLARY	8	11	7	50	47
THEFT	54	67	63	266	210
MV THEFT	3	4	2	21	15
<u>PART II CRIMES</u>	244	201	242	1190	981
<u>CALLS FOR SERVICE</u>	2323	1885	2057	10217	10561
<u>ACCIDENTS</u>	38	34	42	175	166
INJURIES	12	10	14	49	60
NON-INJURY	26	24	28	126	106
FATALITIES	0	0	0	0	1
ALCOHOL RELATED	3	2	5	13	11
<u>ADULT ARRESTS</u>	159	123	163	722	679
<u>JUVENILE DETENTIONS</u>	0	0	3	4	1
<u>TRAFFIC STOPS</u>	501	428	403	2103	2249
CITATIONS	247	252	218	1195	1657
VIOLATIONS	328	321	289	1554	2059
WARNINGS	254	107	114	837	523
<u>DISTURBANCES</u>	108	133	108	553	281

THIS MONTH THE POLICE DEPARTMENT ARRESTED 61 PEOPLE ON MUNICIPAL WARRANTS, SERVING 147 WARRANTS.

YEAR TO DATE, THE POLICE DEPARTMENT HAS ARRESTED 257 PEOPLE ON MUNICIPAL WARRANTS, SERVING 694 WARRANTS.

GALVESTON COUNTY SHERIFF

Events by Nature Code by Agency

Agency: LMPD, Event date/Time range: 05/01/2017 00:00:00 - 05/31/2017 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
LMPD	ABANDONED VEHICLE	0	11	9	20	1%	0:03:14	0:09:44	0:20:42	8:26:33	0:25:20
	ALARM	0	3	98	101	4%	0:03:22	0:05:26	0:05:10	22:21:01	0:13:17
	ANIMAL COMPLAINT DOMESTIC	0	1	19	20	1%	0:12:32	0:09:41	0:14:05	11:32:48	0:34:38
	ASSAULT	0	0	24	24	1%	0:08:00	0:06:58	0:37:26	20:13:18	0:50:33
	ASSIST CITIZEN	0	17	42	59	3%	0:09:08	0:07:36	0:15:23	27:00:43	0:27:28
	ASSIST EMS	0	0	3	3	0%	0:00:05	0:02:48	0:15:00	0:36:14	0:12:05
	ASSIST OTHER AGENCY	0	14	23	37	2%	0:03:35	0:05:14	0:28:48	20:49:55	0:33:47
	ATTEMPT TO SERVE WARRANT	0	3	3	6	0%	0:03:01	0:06:25	0:11:22	1:49:20	0:18:13
	AUTO PEDESTRIAN ACCIDENT	0	0	1	1	0%	0:01:36	0:01:37	0:35:40	0:38:53	0:38:53
	BAR CHECK	0	1	0	1	0%	0:00:01	0:00:00	0:05:53	0:05:54	0:05:54
	BURGLARY OF BUILDING	0	0	2	2	0%	0:01:14	0:13:38	0:18:04	1:05:51	0:32:56
	BURGLARY OF HABITATION	0	0	8	8	0%	0:05:59	0:07:35	0:16:30	4:00:31	0:30:04
	BURGLARY OF MOTOR VEHICLE	0	1	9	10	0%	0:24:52	0:08:43	0:17:00	7:52:29	0:47:15
	BUSINESS CHECK	0	345	16	361	16%	0:00:12	0:03:39	0:09:46	62:19:37	0:10:23
	CHILD CUSTODY	0	0	8	8	0%	0:13:25	0:11:06	0:15:25	5:08:22	0:38:33
	CIVIL MATTER OR STANDBY	0	1	25	26	1%	0:11:57	0:09:10	0:25:49	19:59:29	0:46:08
	COMMUNITY OUTREACH	0	2	0	2	0%	0:00:00	0:00:00	0:10:49	0:21:38	0:10:49
	CORRECTIONS TRANSPORT	0	4	0	4	0%	0:00:01	0:00:00	0:43:29	2:53:58	0:43:30
	CRIMINAL MISCHIEF	0	0	16	16	1%	0:06:35	0:08:02	0:21:29	9:37:41	0:36:06
	DEAD ON SCENE	0	0	3	3	0%	0:04:13	0:07:09	1:21:58	4:40:02	1:33:21
	DISORDERLY CONDUCT	0	0	1	1	0%	0:29:44	0:04:01	0:12:21	0:46:06	0:46:06
	DISTURBANCE	0	2	64	66	3%	0:02:43	0:04:51	0:24:33	34:14:51	0:31:08
	DRUNK OR INTOXICATED PERSON	0	0	11	11	0%	0:03:46	0:06:57	0:28:18	6:49:44	0:37:15
	FIRE - NON SPECIFIC	0	0	1	1	0%	0:00:04	0:00:14	0:06:52	0:07:10	0:07:10

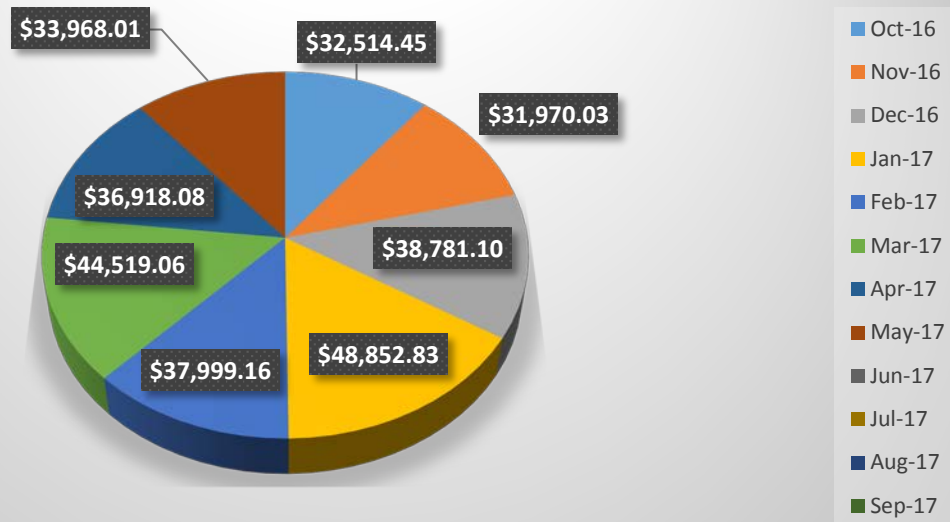
Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	FIREWORKS	0	0	1	1	0%	0:10:53	0:03:48	0:18:24	0:33:05	0:33:05
	FLEET ACCIDENT	1	0	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
	FRAUD - FORGERY - CC ABUSE	0	1	21	22	1%	0:19:48	0:07:18	0:18:58	16:45:31	0:45:42
	FSGI ACCIDENT	0	1	10	11	0%	0:08:11	0:06:16	0:27:15	7:32:30	0:41:08
	HARASSMENT - ALL TYPES	0	0	15	15	1%	0:17:55	0:06:08	0:25:43	12:26:39	0:49:47
	JAIL CHECK	0	0	3	3	0%	0:00:21	0:11:11	0:03:56	0:24:03	0:08:01
	JUVENILE PROBLEM	0	0	7	7	0%	0:03:00	0:08:39	0:28:11	4:39:01	0:39:52
	K-9 EVIDENCE SEARCH AOA	0	0	1	1	0%	0:00:32	0:00:00	2:46:41	2:47:13	2:47:13
	K-9 TRACK SUSPECT AOA	0	0	2	2	0%	0:04:05	0:02:19	0:31:06	1:15:00	0:37:30
	LINE DOWN	0	0	1	1	0%	0:04:35	0:03:09	0:19:23	0:27:07	0:27:07
	LITTERING AND ILLEGAL DUMPING	0	0	2	2	0%	0:02:19	0:08:47	0:06:01	0:34:12	0:17:06
	LOUD MUSIC OR NOISE	0	1	23	24	1%	0:08:57	0:07:16	0:08:41	9:33:53	0:23:55
	MAGISTRATE	0	0	1	1	0%	0:00:51	0:00:00	0:54:14	0:55:05	0:55:05
	MENTAL HEALTH	0	0	18	18	1%	0:09:32	0:09:57	0:19:48	11:47:22	0:39:18
	MISCELLANEOUS	0	16	3	19	1%	0:04:28	0:03:17	0:18:26	6:13:04	0:19:38
	MISSING PERSON ADULT	0	0	2	2	0%	0:29:10	0:03:04	1:11:46	3:28:01	1:44:01
	NARCOTICS CRIMES	0	4	4	8	0%	0:03:58	0:04:57	0:41:23	6:09:48	0:46:14
	OPEN DOOR	0	0	1	1	0%	0:02:03	0:04:09	0:28:30	0:34:42	0:34:42
	PERSON WITH WEAPON	0	0	2	2	0%	0:02:45	0:04:33	0:35:22	1:25:21	0:42:41
	PRISONER DETAIL	0	8	11	19	1%	0:01:04	0:09:32	0:44:55	14:58:01	0:47:16
	PROPERTY DAMAGE	0	0	5	5	0%	0:07:45	0:08:03	0:26:49	3:33:05	0:42:37
	RECOVD CHILD/PERSON/RUNAWAY	0	0	3	3	0%	0:06:57	0:04:22	0:31:02	2:07:05	0:42:22
	RESIDENTIAL CHECK	0	191	6	197	8%	0:02:24	0:04:39	0:10:45	37:44:30	0:11:30
	RUNAWAY JUVENILE	0	0	5	5	0%	0:11:48	0:11:57	0:29:50	4:27:59	0:53:36
	SEX CRIME	0	0	6	6	0%	0:04:44	0:06:06	0:34:18	4:30:55	0:45:09
	SHOTS FIRED	0	0	8	8	0%	0:03:49	0:03:28	0:52:14	7:56:11	0:59:31
	STRANDED MOTORIST	0	8	6	14	1%	0:02:29	0:06:04	0:21:25	6:06:12	0:26:09

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	SUICIDE ATTEMPTED OR COMPLETED	0	0	3	3	0%	0:11:10	0:04:49	0:18:36	1:43:47	0:34:36
	SUPPLEMENTAL INFO TO PREV CASE	0	37	41	78	3%	0:11:35	0:04:57	0:21:43	42:35:43	0:32:46
	TEST CALL ONLY	0	23	12	35	2%	0:01:09	0:00:21	0:01:32	1:25:37	0:02:27
	THEFT / LOST PROPERTY	5	2	61	68	3%	0:10:30	0:07:10	0:34:56	52:37:06	0:50:07
	THREATS ALL CATEGORIES	0	0	8	8	0%	0:03:50	0:08:34	0:25:11	4:52:43	0:36:35
	TRAFFIC COMPLAINT	0	28	60	88	4%	0:12:25	0:04:55	0:19:37	44:39:27	0:30:27
	TRAFFIC STOP	0	500	1	501	22%	0:00:04	0:00:00	0:12:51	107:29:00	0:12:52
	UNCONSCIOUS PERSON	0	0	5	5	0%	0:00:12	0:05:02	0:46:13	4:17:17	0:51:27
	UNDESIRABLE PERSON	0	2	15	17	1%	0:04:15	0:06:47	0:22:39	9:16:27	0:32:44
	WARRANT ARREST ON VIEW	0	5	41	46	2%	0:08:45	0:12:43	0:32:48	40:37:45	0:53:00
	WELFARE CHECK	0	2	45	47	2%	0:08:52	0:05:56	0:16:58	24:31:37	0:31:19
	Subtotals for No Summary Code	6	1234	845	2085	90%	0:06:36	0:06:23	0:27:03	776:34:12	0:37:42
	CHILD ABUSE NON SPECIFIC	0	0	1	1	0%	0:06:14	0:19:59	1:25:32	1:51:45	1:51:45
	CHILD CUSTODY	0	0	3	3	0%	0:07:20	0:00:03	0:22:28	1:29:27	0:29:49
	MISSING CHILD - NOT RUNAWAY	0	0	3	3	0%	0:04:32	0:06:23	0:10:16	1:03:34	0:21:11
	Subtotals for CAC	0	0	7	7	0%	0:06:02	0:08:48	0:39:25	4:24:46	0:54:15
	ASSIST OTHER AGENCY	0	0	1	1	0%	0:02:06	0:14:23	0:23:25	0:39:54	0:39:54
	MAJOR ACCIDENT	0	1	17	18	1%	0:02:21	0:37:31	1:25:14	36:52:09	2:02:54
	MINOR ACCIDENT	0	4	32	36	2%	0:04:07	0:07:38	0:31:11	24:48:54	0:41:22
	TEST CALL ONLY	0	0	1	1	0%	0:03:32	0:00:14	0:00:05	0:03:51	0:03:51
	Subtotals for MVA	0	5	51	56	2%	0:03:02	0:14:56	0:34:59	62:24:48	0:52:00
	CIVIL MATTER OR STANDBY	0	0	1	1	0%	0:01:03	0:02:23	0:29:50	0:33:16	0:33:16
	RECOVERED OR FOUND PROPERTY	0	2	13	15	1%	0:07:35	0:09:09	0:15:29	7:20:08	0:29:21
	TRESPASSING	0	1	14	15	1%	0:11:16	0:07:15	0:31:44	11:46:56	0:47:08
	Subtotals for PROP	0	3	28	31	1%	0:06:38	0:06:16	0:25:41	19:40:20	0:36:35

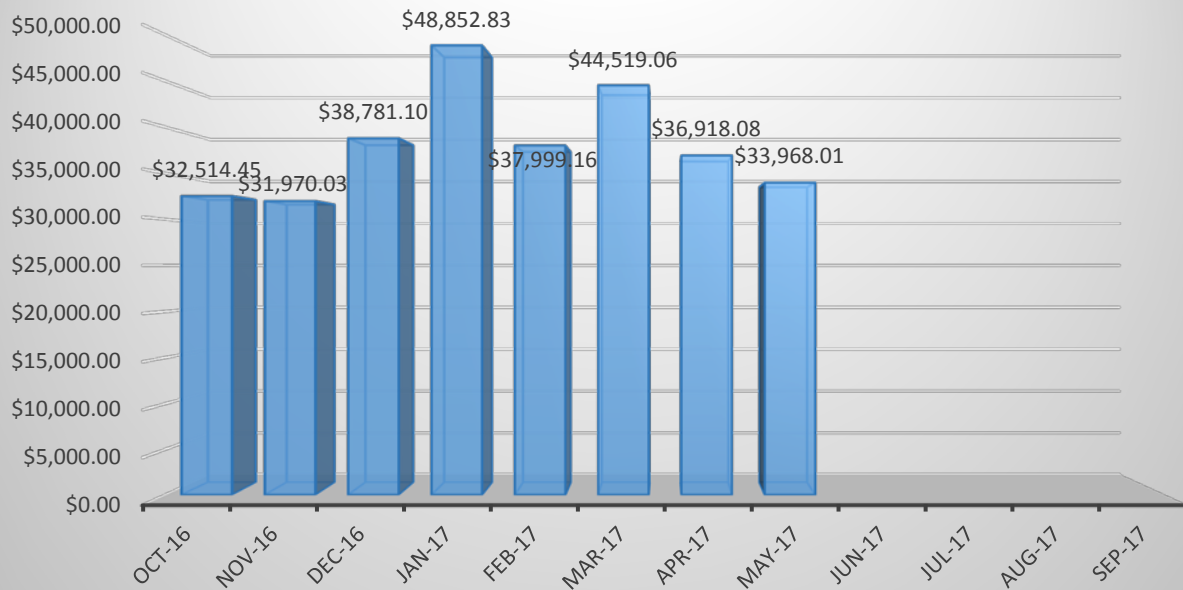
Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	SUSPICIOUS CIRCUMSTANCES	0	7	16	23	1%	0:10:20	0:06:28	0:25:52	14:51:19	0:38:45
	SUSPICIOUS PERSON	0	25	34	59	3%	0:03:10	0:06:47	0:14:18	19:50:10	0:20:10
	SUSPICIOUS VEHICLE	0	25	20	45	2%	0:04:36	0:08:22	0:11:07	13:34:49	0:18:06
	VIOLATION OF PROTECTIVE ORDER	0	0	1	1	0%	0:24:35	0:06:00	0:30:31	1:01:06	1:01:06
	Subtotals for SUSP	0	57	71	128	6%	0:10:40	0:06:54	0:20:27	49:17:24	0:34:32
	FAMILY DISTURBANCE	0	0	11	11	0%	0:01:57	0:04:24	0:25:21	5:48:45	0:31:42
	SHOOTING	0	0	1	1	0%	0:01:45	0:01:25	7:08:56	7:12:06	7:12:06
	STABBING	0	0	2	2	0%	0:10:51	0:00:24	3:12:35	6:47:16	3:23:38
	TEST CALL ONLY	0	0	1	1	0%	0:03:16	0:00:03	0:00:15	0:03:34	0:03:34
	WELFARE CHECK	0	0	1	1	0%	0:02:30	0:02:19	0:17:36	0:22:25	0:22:25
	Subtotals for VICR	0	0	16	16	1%	0:04:04	0:01:43	2:12:57	20:14:06	2:18:41
	Subtotals for LMPD	6	1299	1018	2323	100%	0:06:27	0:06:39	0:34:09	932:35:36	0:45:09

FIRE/EMS

NET COLLECTIONS



NET COLLECTIONS



MONTH	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
COLLECTIONS	\$32,514.45	\$31,970.03	\$38,781.10	\$48,852.83	\$37,999.16	\$44,519.06
Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	YTD Total
\$36,918.08	\$33,968.01					\$305,522.72

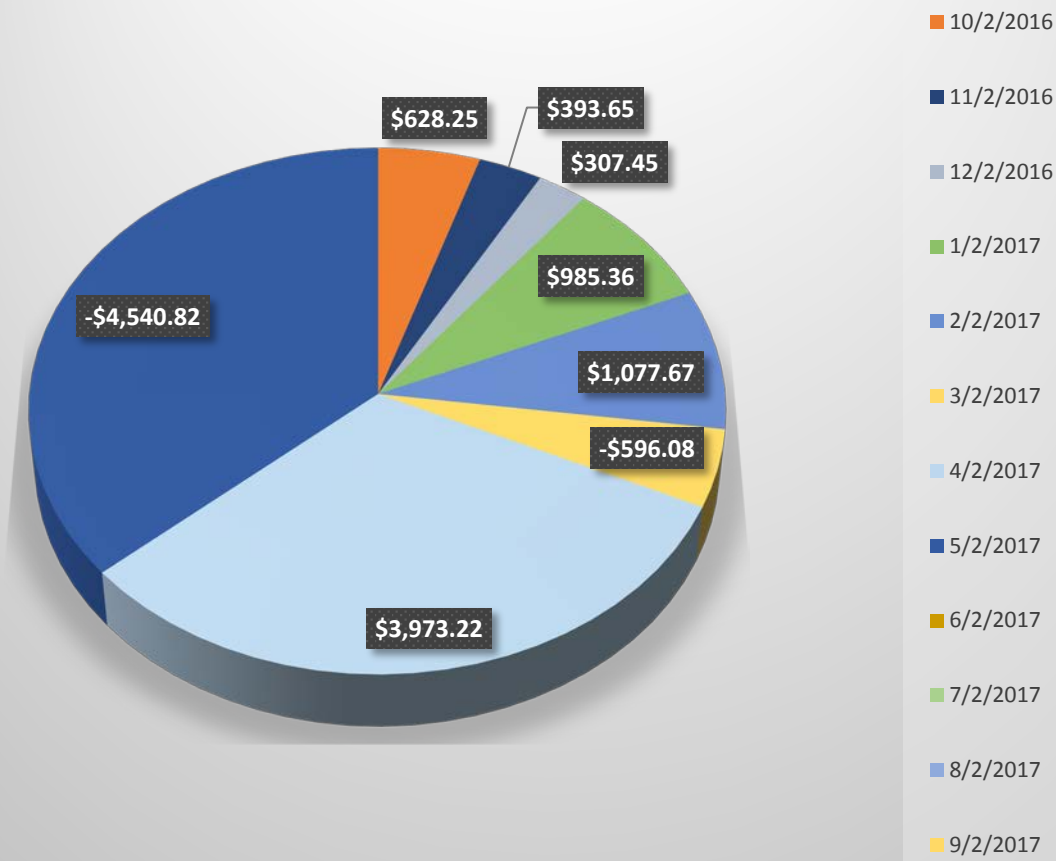
Collection Rate

23%

YTD FEES PAID TO INTERMEDIX

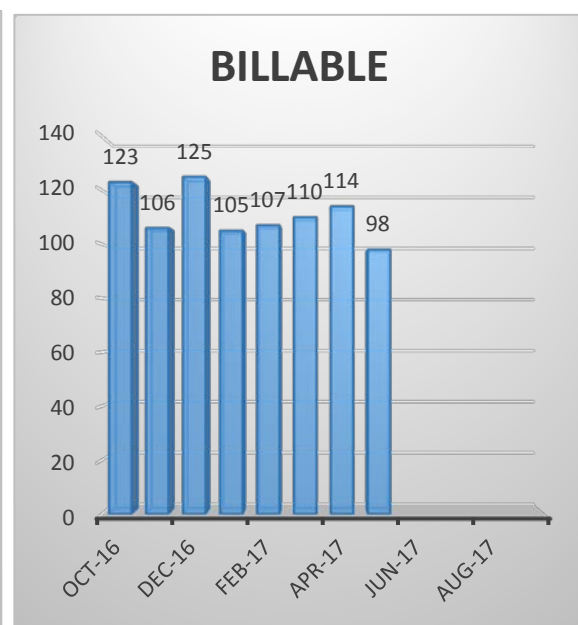
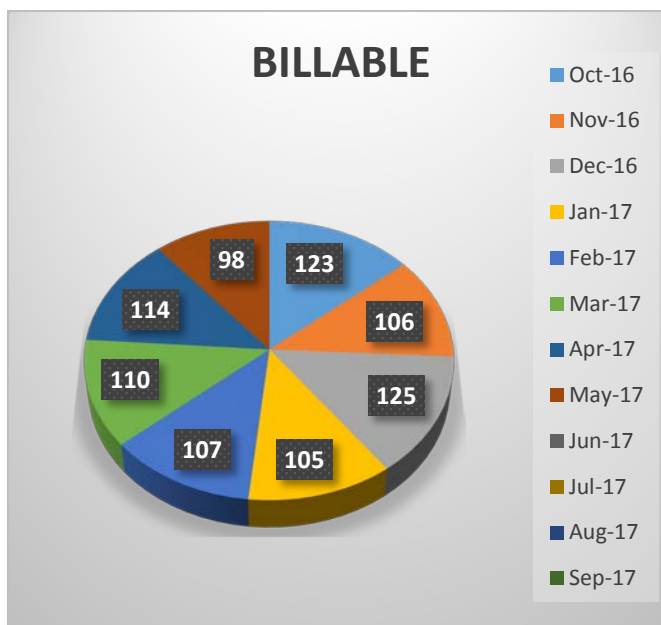
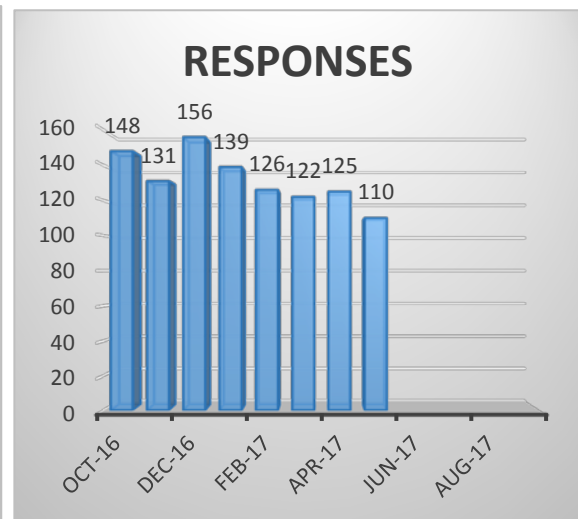
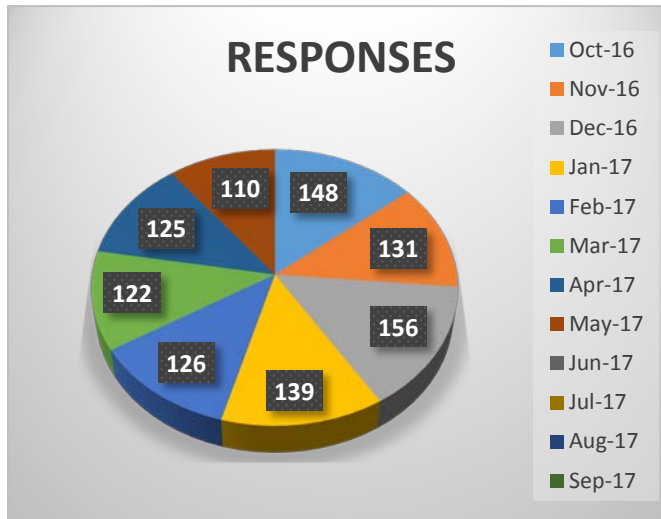
DATE	PAYMENT
10/2/2016	\$628.25
11/2/2016	\$393.65
12/2/2016	\$307.45
1/2/2017	\$985.36
2/2/2017	\$1,077.67
3/2/2017	-\$596.08
4/2/2017	\$3,973.22
5/2/2017	-\$4,540.82
6/2/2017	
7/2/2017	
8/2/2017	
9/2/2017	
YTD TOTAL	\$2,228.70
AVERAGE PAYMENT	\$278.59

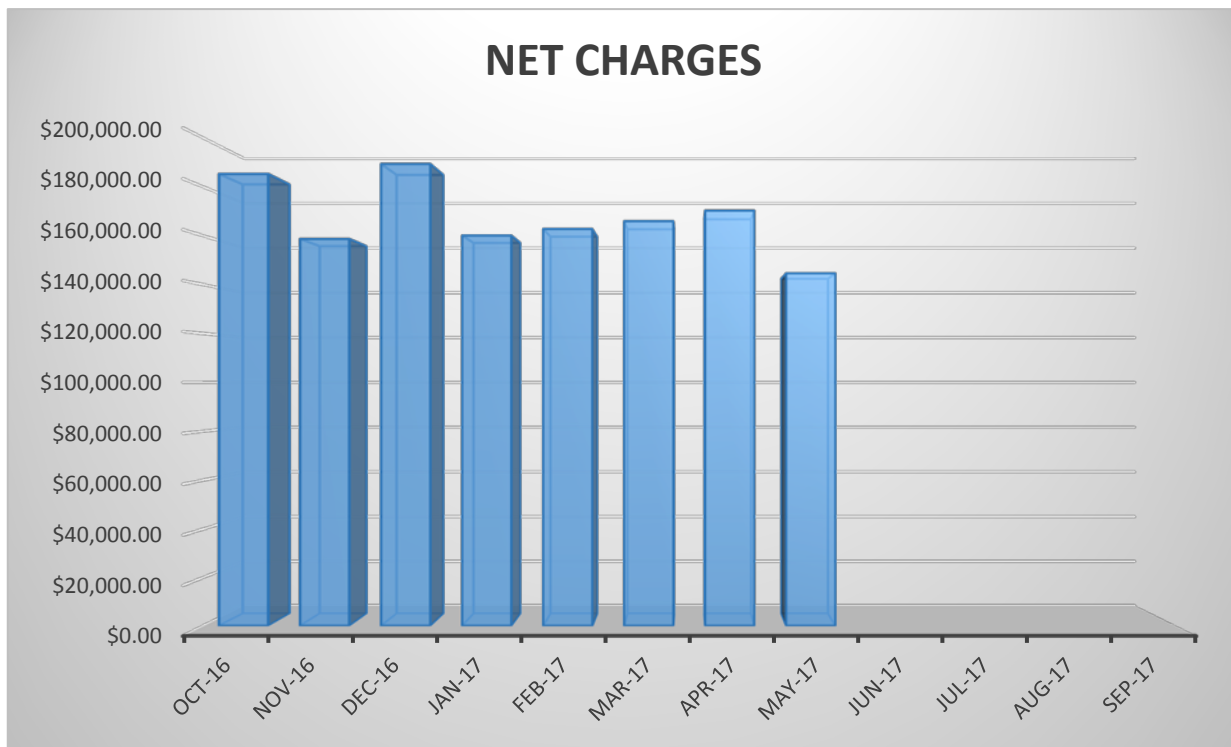
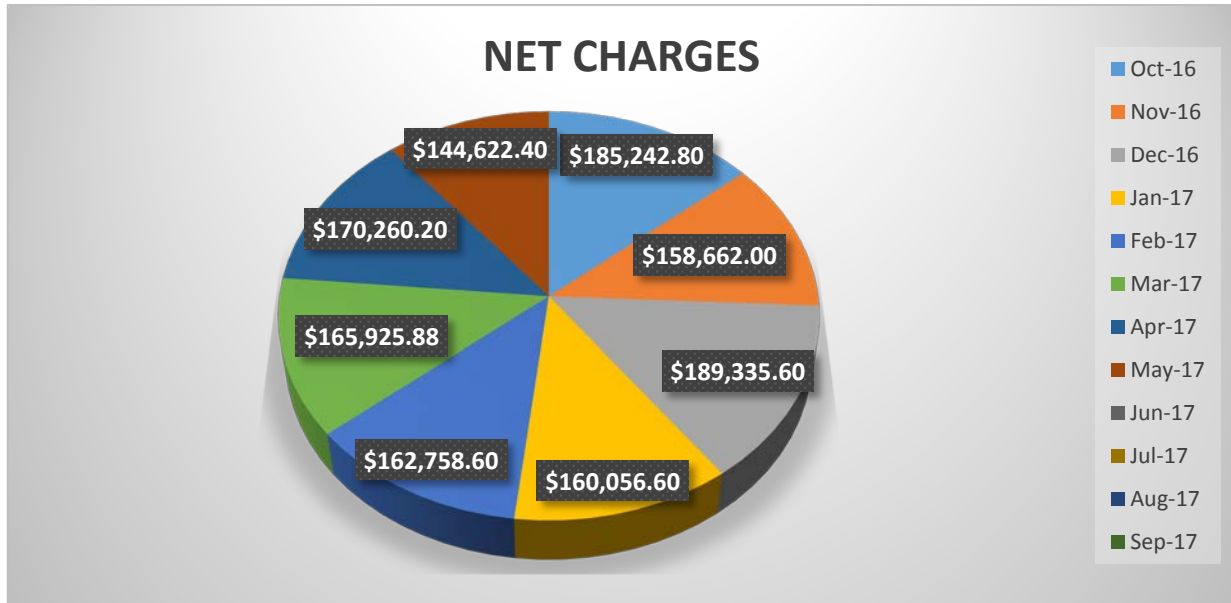
YTD FEES PAID TO INTERMEDIX



YTD RESPONSES - TOTAL CURRENT CHARGES - BILLAGE ACCOUNTS

MONTH	RESPONSES	NET CHARGES	BILLABLE
Oct-16	148	\$185,242.80	123
Nov-16	131	\$158,662.00	106
Dec-16	156	\$189,335.60	125
Jan-17	139	\$160,056.60	105
Feb-17	126	\$162,758.60	107
Mar-17	122	\$165,925.88	110
Apr-17	125	\$170,260.20	114
May-17	110	\$144,622.40	98
Jun-17			
Jul-17			
Aug-17			
Sep-17			
YTD TOTALS	1057	\$1,336,864.08	888





City of La Marque

Fire Department

Month: May 1st to May 31st
Year: 2017

	<i>Current Month: 05/01/17 to 05/31/17</i>	<i>Current Month Previous Year: 05/01/16 to 05/31/16</i>	<i>Previous Month: 04/01/17 to 04/30/17</i>	<i>Fiscal Year to Date: 2016-2017</i>	<i>Previous Year to Date: 2015-2016</i>
<i>Fires-</i>	2	8	1	45	43
<i>Overpressures/ Explosions-</i>	0	0	1	1	0
<i>Rescue and EMS-</i>	156	153	163	1410	1291
<i>Haz-Mat-</i>	13	7	9	62	40
<i>Good Intent-</i>	13	13	11	95	99
<i>False Alarm-</i>	10	5	10	79	70
<i>Mutual Aid Received from(FIRE)-Texas City-</i>	1				
<i>Mutual Aid Given to (FIRE)- Texas City-</i>	0				
<i>Mutual Aid Received from(EMS)- Texas City-</i>	25				
<i>Mutual Aid Given to(EMS)- Texas City-</i>	2				
<i>Mutual Aid Received from(FIRE)-Bayou Vista-</i>	0				
<i>Mutual Aid Given to(FIRE)- Bayou Vista-</i>	0				
<i>Mutual Aid Received from (EMS)-Bayou Vista-</i>	1				
<i>Mutual Aid Given to (EMS)-Bayou Vista-</i>	0				
<i>Mutual Aid Rec'd (FIRE)-Galv. Fire-</i>	0				
<i>Mutual Aid Given to (FIRE)- Galv. Fire-</i>	0				
<i>Mutual Aid Rec'd (EMS)-Galv. EMS</i>	4				
<i>Mutual Aid Given to (EMS)-Galv. EMS</i>	2				
<i>Mutual Aid Rec. from(FIRE)Hitchcock</i>	0				
<i>Mutual Aid Given to (FIRE) – Hitchcock</i>	0				
<i>Mutual Aid Rec. (EMS) – Hitchcock</i>	1				
<i>Mutual Aid Given (EMS)-Hitchcock</i>	2				
<i>Mutual Aid Given to (EMS) – All Others</i>	1				
<i>Mutual Aid Received to (EMS) – All Others</i>	3				
<i>Mutual Aid Given (FIRE)- All Others-</i>	0				
<i>Mutual Aid Received from(FIRE)- All Others-</i>	0				
<i>All others= Dickinson, Life Flight, PHI, Tiki Island, San Leon, Santa Fe, etc...</i>					

EMS CALL STATISTICS FY 2016-2017

La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH

<i>Month</i>	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
<i>Encounters</i>	147	131	156	139	125	120	112	110				
<i>Transports</i>	116	108	123	122	107	103	97	89				
<i>Aeromedical</i>	0	0	0	0	0	0	0	0				
<i>Dead On Scene</i>	6	1	3	1	1	4	3	5				
<i>Refusals</i>	25	22	30	16	17	13	12	16				

RESPONSE TIMES PER MONTH (minutes)

<i>Unit Status</i>	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
<i>Dispatch - Location</i>	5	6	6	5	5	5	5	5				
<i>Location - To Hospital</i>	16	16	15	14	14	14	14	14				
<i>To Hospital - At Hospital</i>	8	8	7	8	7	8	7	7				
<i>At Hospital - In Service</i>	28	28	27	27	25	27	28	24				
<i>Location - At Hospital</i>	21	22	21	21	21	23	22	21				
<i>Dispatch - At Hospital</i>	26	28	27	27	27	29	28	27				
<i>Dispatch - In Service</i>	50	52	49	52	48	52	52	50				

PATIENT TRANSPORTS BY RECEIVING FACILITY													
Facility Code	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
CStJoseph	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MD	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
WomenTx	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MHSE	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
UTMBHosp	4 3%	4 3%	0 0%	4 3%	6 6%								18 3%
HouMeStJon	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MHPB	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MHCH	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
CLRH	1 0%	3 2%	4 3%	3 2%	5 5%								16 3%
St John	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
SanJac	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MainInd	111 91%	101 93%	99 95%	101 93%	78 87%								490 92%
Bellaire	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Hermann	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
ShrinrBH	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
St Luke	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
TXChld	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
BayAreaMed	5 4%	0 0%	1 0%	0 0%	0 0%								6 1%

Methodist	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
TOTAL	121 100%	108 100%	104 100%	108 100%	89 100%								530 100%

PATIENT DISPOSITION BY MONTH													
Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	139	126	122	125	110								622
Transports	122 87%	108 85%	105 86%	109 87%	89 80%								533 85%
Aeromedical	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Dead On Scene	1 0%	1 0%	4 3%	3 2%	5 4%								14 2%
Unfounded	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Refusals	16 11%	17 13%	13 10%	13 10%	16 14%								75 12%

CALLS BY TIME OF DAY													
Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	51 36%	35 27%	39 31%	27 21%	28 25%								180 28%
1200-1759	47 33%	44 34%	42 34%	43 34%	33 30%								209 33%
1800-2359	24 17%	27 21%	26 21%	38 30%	37 33%								152 24%
0000-0559	17 12%	20 15%	15 12%	17 13%	12 10%								81 13%

PATIENT AGE BY MONTH													
Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
<1	0 0%	1 0%	0 0%	0 0%	0 0%								1 0%
1-8	3 2%	4 3%	2 1%	1 0%	3 2%								13 2%

9-12	1 0%	0 0%	3 2%	2 1%	0 0%								6 0%
13-17	1 0%	3 2%	4 3%	0 0%	3 2%								11 1%
18-25	12 8%	3 2%	6 4%	5 4%	7 6%								33 5%
26-50	43 31%	32 25%	33 27%	35 28%	35 31%								178 28%
51-75	50 36%	51 40%	45 36%	54 43%	45 40%								245 39%
76-100	26 19%	30 24%	29 23%	27 21%	17 15%								129 20%
>100	0 0%	1 0%	0 0%	1 0%	0 0%								2 0%

DISPATCHED CALL TYPES PER MONTH													
Call Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
	0 0%	4 3%	7 5%	5 4%	4 3%								20 3%
Abd Pain	3 2%	0 0%	5 4%	3 2%	3 2%								14 2%
Air Medical Transpor	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Allergic Rx	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Animal Bite	0 0%	0 0%	1 0%	2 1%	1 0%								4 0%
Assault	0 0%	2 1%	2 1%	0 0%	0 0%								4 0%
Auto Ped	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Automated Crash Noti	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Back Pain	1 0%	2 1%	2 1%	1 0%	1 0%								7 1%
Burns	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%

CO Poison	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
CPR	1 0%	1 0%	2 1%	1 0%	4 3%								9 1%
Cardiac	18 12 %	2 1%	0 0%	1 0%	0 0%								21 3%
Chest Pain (Non Trau	2 1%	10 7%	8 6%	11 8%	6 5%								37 5%
Childbirth	1 0%	2 1%	0 0%	0 0%	0 0%								3 0%
Choking	1 0%	0 0%	1 0%	1 0%	1 0%								4 0%
DOS	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Diabetic	7 5%	5 3%	7 5%	3 2%	5 4%								27 4%
Drowning	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Electrocution	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Eye Injury	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Falls	9 6%	8 6%	7 5%	15 12%	10 9%								49 7%
Fire	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Fire/Hazmat	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
GSW/Stab	0 0%	0 0%	2 1%	0 0%	2 1%								4 0%
Headache	0 0%	2 1%	3 2%	0 0%	1 0%								6 0%
Healthcare Professio	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Heat/Cold	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Hemorrhage	2 1%	2 1%	1 0%	1 0%	0 0%								6 0%
Ind Accident	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%

MVA	11 7%	11 8%	5 4%	15 12%	10 9%								52 8%
Medical	34 24 %	32 25 %	26 21%	31 24%	25 22%								148 23%
Medical Alarm	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
No Other Appropriate	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Other	7 5%	3 2%	0 0%	0 0%	0 0%								10 1%
Overdose	5 3%	2 1%	3 2%	0 0%	0 0%								10 1%
Pandemic/Epidemic/O u	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Person Down	0 0%	2 1%	3 2%	1 0%	1 0%								7 1%
Psych	2 1%	1 0%	0 0%	0 0%	1 0%								4 0%
Respiratory	11 7%	13 10 %	17 13%	16 12%	15 13%								72 11%
Seizures	9 6%	12 9%	7 5%	3 2%	5 4%								36 5%
Service Call	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Standby	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Stroke	1 0%	0 0%	2 1%	2 1%	4 3%								9 1%
Transfer/Interfacili	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Trauma	4 2%	2 1%	3 2%	4 3%	1 0%								14 2%
Unconscious	10 7%	6 4%	8 6%	9 7%	10 9%								43 6%
Unknown	0 0%	2 1%	0 0%	0 0%	0 0%								2 0%

CALL LOCATIONS BY MONTH

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

RESPONSE TIMES PER MONTH (minutes)													
Unit Status	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Dispatch - Location	5	5	5	5	5								5
Location - To Hospital	14	14	14	14	14								14
To Hospital - At Hospital	8	7	8	8	7								8
At Hospital - In Service	28	25	27	27	24								26
Location - At Hospital	21	21	23	22	21								22
Dispatch - At Hospital	27	27	29	27	27								28

Dispatch - In Service	52	48	52	52	50								51
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LAMARQUE

Incident Type Report (Summary)

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.46%	\$10,000	100.00%
140 Natural vegetation fire, Other	1	0.46%	\$0	0.00%
	2	0.92%	\$10,000	100.00%
3 Rescue & Emergency Medical Service Incident				
320 Emergency medical service, other	11	5.09%	\$0	0.00%
321 EMS call, excluding vehicle accident with	130	60.18%	\$0	0.00%
322 Motor vehicle accident with injuries	11	5.09%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.46%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	1.38%	\$0	0.00%
	156	72.22%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	5	2.31%	\$0	0.00%
444 Power line down	4	1.85%	\$0	0.00%
445 Arcing, shorted electrical equipment	4	1.85%	\$0	0.00%
	13	6.01%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	0.92%	\$0	0.00%
510 Person in distress, Other	9	4.16%	\$0	0.00%
550 Public service assistance, Other	4	1.85%	\$0	0.00%
551 Assist police or other governmental agency	2	0.92%	\$0	0.00%
552 Police matter	1	0.46%	\$0	0.00%
554 Assist invalid	3	1.38%	\$0	0.00%
	21	9.72%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	2	0.92%	\$0	0.00%
611 Dispatched & cancelled en route	7	3.24%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.46%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.46%	\$0	0.00%
661 EMS call, party transported by non-fire	2	0.92%	\$0	0.00%
	13	6.01%	\$0	0.00%
7 False Alarm & False Call				

LAMARQUE

Incident Type Report (Summary)

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
700 False alarm or false call, Other	3	1.38%	\$0	0.00%
715 Local alarm system, malicious false alarm	1	0.46%	\$0	0.00%
733 Smoke detector activation due to	1	0.46%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.46%	\$0	0.00%
740 Unintentional transmission of alarm, Other	2	0.92%	\$0	0.00%
743 Smoke detector activation, no fire -	2	0.92%	\$0	0.00%
	10	4.62%	\$0	0.00%
9 Special Incident Type				
911 Citizen complaint	1	0.46%	\$0	0.00%
	1	0.46%	\$0	0.00%

Total Incident Count: 216

Total Est Loss:

\$10,000

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code		Reaction	Response	Hours	Miles	F	M	R	O
B2 Booster 2												
17-0052296	05/13/2017	09:38:00			00:00:00	00:14:00	0.23	0.00				X
Responses:	1	Reaction Times		Response Times		Total:	0.23	0.00				
		Average	00:00:00	Average	00:14:00							
		Lowest	00:00:00	Lowest	00:14:00							
		Highest	00:00:00	Highest	00:14:00							
E1 Engine 1												
17-0048049	05/01/2017	20:49:30	1	Emergency	00:00:00	00:05:58	0.25	0.00			X	
17-0048080	05/01/2017	23:20:00			00:00:00	00:04:06	0.31	0.00			X	
17-0048108	05/02/2017	03:40:10			00:00:00	00:00:22	0.21	0.00			X	
17-0048158	05/02/2017	09:24:00			00:00:00	00:05:00	0.38	0.00				X
17-0048269	05/02/2017	15:54:00			00:00:00	00:00:00	0.17	0.00				X
17-0048350	05/02/2017	20:27:00			00:00:00	00:05:00	0.43	0.00			X	
17-0048362	05/02/2017	21:26:00	1	Emergency	00:00:00	00:00:00	0.07	0.00			X	
17-0048503	05/03/2017	09:05:00	1	Emergency	00:00:00	00:02:00	0.30	0.00			X	
17-0048526	05/03/2017	10:36:12			00:00:00	00:05:17	0.19	0.00			X	
17-0048621	05/03/2017	16:54:00	2		00:00:00	00:00:00	0.03	0.00				X
			Non-emergency									
17-0048641	05/03/2017	18:21:28			00:01:16	00:02:56	0.37	0.00			X	
17-0048676	05/03/2017	20:02:00	1	Emergency	00:00:00	00:12:00	2.33	0.00			X	
17-0048911	05/04/2017	10:55:00	2		00:00:00	00:02:00	0.20	0.00				X
			Non-emergency									
17-0048918	05/04/2017	11:41:00			00:00:00	00:02:00	0.82	0.00			X	
17-0048930	05/04/2017	11:54:00	1	Emergency	00:00:00	00:08:00	0.42	0.00			X	
17-0049333	05/05/2017	14:26:00	2		00:00:00	00:01:00	0.05	0.00				X
			Non-emergency									
17-0049331	05/05/2017	14:29:00	2		00:00:00	00:06:00	0.23	0.00				X
			Non-emergency									
17-0049431	05/05/2017	20:46:00			00:00:00	00:02:00	0.10	0.00				X
17-0049750	05/06/2017	16:37:00	1	Emergency	00:00:00	00:05:00	0.82	0.00			X	
17-0049874	05/06/2017	21:53:00			00:00:00	00:07:00	0.82	0.00				X
17-0049902	05/06/2017	23:34:00			00:00:00	00:04:00	0.23	0.00		X		
17-0049973	05/07/2017	01:59:00			00:00:00	00:00:00	1.42	0.00		X		
17-0050067	05/07/2017	11:23:00	1	Emergency	00:00:00	00:01:00	0.03	0.00				X
17-0050143	05/07/2017	17:21:16	1	Emergency	00:00:00	00:06:36	0.81	0.00			X	
17-0050213	05/07/2017	20:59:33	1	Emergency	00:00:00	00:02:58	1.19	0.00			X	
17-0050262	05/08/2017	00:05:00	1	Emergency	00:00:00	00:07:00	0.22	0.00			X	
17-0050326	05/08/2017	05:22:10	1	Emergency	00:00:00	00:06:15	0.89	0.00			X	

Reaction time calculated from time notified to rollout time.

Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code	Reaction	Response	Hours	Miles	F	M	R	O
E1 Engine 1											
17-0050420	05/08/2017	13:06:00	1 Emergency	00:00:00	00:05:00	0.23	0.00			X	
17-0050701	05/09/2017	08:55:42	1 Emergency	00:00:00	00:03:22	0.29	0.00			X	
17-0050789	05/09/2017	12:59:00	1 Emergency	00:00:00	00:19:00	0.50	0.00			X	
17-0050822	05/09/2017	15:15:00	1 Emergency	00:00:00	00:08:00	0.93	0.00			X	
17-0050831	05/09/2017	15:37:07	1 Emergency	00:00:00	00:06:32	0.31	0.00			X	
17-0050837	05/09/2017	15:55:07	1 Emergency	00:00:00	00:03:18	0.27	0.00			X	
17-0050847	05/09/2017	16:29:00	2	00:00:00	00:01:00	0.07	0.00				X
			Non-emergency								
17-0051004	05/10/2017	05:25:00	2	00:00:00	00:04:00	0.30	0.00				X
			Non-emergency								
17-0051098	05/10/2017	11:41:00	1 Emergency	00:00:00	00:05:00	0.40	0.00				X
17-0051265	05/10/2017	21:10:00	1 Emergency	00:00:00	00:07:00	0.28	0.00			X	
17-0051283	05/10/2017	21:45:00	1 Emergency	00:00:00	00:11:00	0.68	0.00				X
17-0051379	05/11/2017	06:07:16		00:00:00	00:06:30	0.30	0.00			X	
17-0051457	05/11/2017	10:17:00	1 Emergency	00:00:00	00:06:00	0.15	0.00			X	
17-0051587	05/11/2017	17:04:00	1 Emergency	00:00:00	00:02:00	0.35	0.00			X	
17-0051597	05/11/2017	17:15:00	1 Emergency	00:00:00	00:11:00	1.28	0.00			X	
17-0051678	05/11/2017	22:56:00	2	00:00:00	00:07:00	0.23	0.00				X
			Non-emergency								
17-0051684	05/11/2017	23:19:00		00:00:00	00:06:00	1.22	0.00			X	
17-0051974	05/12/2017	15:08:00	1 Emergency	00:00:00	00:06:00	0.98	0.00			X	
17-0052000	05/12/2017	16:03:00	2	00:00:00	00:01:00	0.45	0.00			X	
			Non-emergency								
17-0052020	05/12/2017	17:05:00	1 Emergency	00:00:00	00:03:00	1.12	0.00			X	
17-0052045	05/12/2017	18:37:00	1 Emergency	00:00:00	00:07:00	0.73	0.00			X	
17-0052089	05/12/2017	20:20:00	1 Emergency	00:00:00	00:03:00	0.10	0.00				X
17-0052091	05/12/2017	20:26:00	1 Emergency	00:00:00	00:08:00	3.07	0.00			X	
17-0052252	05/13/2017	06:29:00	1 Emergency	00:00:00	00:07:00	0.28	0.00				X
17-0052276	05/13/2017	08:50:00	1 Emergency	00:00:00	00:04:00	0.12	0.00			X	
17-0052296	05/13/2017	09:38:00		00:00:00	00:14:00	0.23	0.00				X
17-0052320	05/13/2017	11:01:00		00:00:00	00:01:00	0.67	0.00				X
17-0052608	05/13/2017	21:53:00	2	00:00:00	00:02:00	0.05	0.00				X
			Non-emergency								
17-0052663	05/14/2017	00:03:00	1 Emergency	00:00:00	00:05:00	0.12	0.00			X	
17-0052661	05/14/2017	00:03:00	1 Emergency	00:00:00	00:05:00	0.35	0.00			X	
17-0052962	05/14/2017	15:29:00	2	00:00:00	00:10:00	1.17	0.00				X
			Non-emergency								
17-0053332	05/15/2017	14:15:00	2	00:00:00	00:04:00	0.15	0.00				X
			Non-emergency								
17-0053392	05/15/2017	18:49:00	1 Emergency	00:00:00	00:04:00	0.73	0.00			X	

Reaction time calculated from time notified to rollout time.

Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code	Reaction	Response	Hours	Miles	F	M	R	O
E1 Engine 1											
17-0053471	05/15/2017	22:44:00	1	Emergency	00:00:00	00:06:00	0.40	0.00			X
17-0053820	05/16/2017	20:02:45	1	Emergency	00:00:00	00:06:17	0.64	0.00	X		
17-0053869	05/16/2017	22:15:00	1	Emergency	00:00:00	00:03:00	1.08	0.00	X		
17-0053960	05/17/2017	07:34:16			00:00:00	00:05:25	0.25	0.00	X		
17-0054031	05/17/2017	11:08:30			00:00:00	00:02:30	0.26	0.00	X		
17-0054076	05/17/2017	12:49:16			00:00:00	00:05:02	0.44	0.00	X		
17-0054141	05/17/2017	16:40:30			00:00:00	00:03:55	0.34	0.00	X		
17-0054238	05/17/2017	22:22:00	1	Emergency	00:00:00	00:06:00	0.32	0.00	X		
17-0054562	05/18/2017	18:22:17	1	Emergency	00:00:00	00:03:38	0.74	0.00	X		
17-0054800	05/19/2017	09:55:00	1	Emergency	00:00:00	00:08:00	0.93	0.00	X		
17-0055065	05/19/2017	20:47:00	1	Emergency	00:00:00	00:04:00	1.10	0.00	X		
17-0055326	05/20/2017	10:29:00	1	Emergency	00:00:00	00:02:00	0.83	0.00	X		
17-0055353	05/20/2017	11:53:00	1	Emergency	00:00:00	00:07:00	0.23	0.00	X		
17-0055357	05/20/2017	12:08:00	1	Emergency	00:00:00	00:16:00	0.28	0.00	X		
17-0055368	05/20/2017	12:25:00	1	Emergency	00:00:00	00:06:00	1.85	0.00	X		
17-0055498	05/20/2017	16:55:00	2		00:00:00	00:00:00	1.13	0.00			X
			Non-emergency								
17-0055614	05/20/2017	20:17:00	1	Emergency	00:00:00	00:06:00	0.37	0.00	X		
17-0055648	05/20/2017	21:25:00	1	Emergency	00:01:00	00:03:00	0.25	0.00	X		
17-0055666	05/20/2017	21:53:00	2		00:00:00	00:06:00	0.12	0.00	X		
			Non-emergency								
17-0055683	05/20/2017	22:41:00	1	Emergency	00:00:00	00:04:00	0.98	0.00	X		
17-0055728	05/21/2017	00:12:00	1	Emergency	00:00:00	00:02:00	0.20	0.00	X		
17-0055855	05/21/2017	07:39:45			00:00:00	00:04:04	0.27	0.00	X		
17-0055965	05/21/2017	09:07:00	2		00:00:00	00:04:00	0.32	0.00			X
			Non-emergency								
17-0056021	05/21/2017	15:57:47			00:00:00	00:03:35	0.38	0.00	X		
17-0056046	05/21/2017	17:51:43			00:00:00	00:03:17	0.18	0.00			X
17-0056236	05/22/2017	07:46:00	1	Emergency	00:00:00	00:08:00	0.22	0.00			X
17-0056246	05/22/2017	08:58:00	1	Emergency	00:00:00	00:07:00	0.80	0.00	X		
17-0056256	05/22/2017	09:53:00	1	Emergency	00:00:00	00:00:00	0.10	0.00			X
17-0056298	05/22/2017	11:31:00	1	Emergency	00:00:00	00:06:00	0.15	0.00	X		
17-0056307	05/22/2017	11:44:00	1	Emergency	00:00:00	00:08:00	0.77	0.00	X		
17-0056320	05/22/2017	12:49:00	1	Emergency	00:00:00	00:06:00	1.37	0.00	X		
17-0056609	05/23/2017	06:12:00	1	Emergency	00:00:00	00:04:00	0.35	0.00	X		
17-0056633	05/23/2017	07:20:00	1	Emergency	00:00:00	00:07:00	0.25	0.00	X		
17-0056666	05/23/2017	08:29:00			00:00:00	00:08:00	0.22	0.00			X
17-0056726	05/23/2017	10:55:22	2		00:00:00	00:00:38	0.23	0.00			X
			Non-emergency								

Reaction time calculated from time notified to rollout time.

Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code	Reaction	Response	Hours	Miles	F	M	R	O
E1 Engine 1											
17-0056843	05/23/2017	17:53:20	1 Emergency	00:00:00	00:04:41	0.75	0.00	X			
17-0056890	05/23/2017	19:55:00	1 Emergency	00:00:00	00:00:00	0.12	0.00				X
17-0056914	05/23/2017	21:28:53	2		00:00:00	00:14:33	0.44	0.00			X
			Non-emergency								
17-0056934	05/23/2017	22:50:12	2		00:00:00	00:07:52	0.14	0.00			X
			Non-emergency								
17-0056972	05/24/2017	00:48:25	1 Emergency	00:00:00	00:07:13	1.75	0.00	X			
17-0057024	05/24/2017	05:56:55	2		00:00:00	00:23:55	0.67	0.00			X
			Non-emergency								
17-0057200	05/24/2017	13:52:00	1 Emergency	00:00:00	00:04:00	0.78	0.00				X
17-0057231	05/24/2017	14:40:00	1 Emergency	00:00:00	00:10:00	0.20	0.00	X			
17-0057273	05/24/2017	16:55:00	1 Emergency	00:01:00	00:07:00	0.25	0.00	X			
17-0057459	05/25/2017	06:58:00	1 Emergency	00:00:00	08:03:00	8.37	0.00	X			
17-0057560	05/25/2017	11:26:00	1 Emergency	00:00:00	00:09:00	0.70	0.00	X			
17-0057656	05/25/2017	14:56:00	2		00:00:00	00:05:00	0.40	0.00			X
			Non-emergency								
17-0057728	05/25/2017	19:28:50	1 Emergency	00:00:00	00:07:53	1.06	0.00	X			
17-0057919	05/26/2017	09:03:00	1 Emergency	00:00:00	00:02:00	0.30	0.00	X			
17-0057944	05/26/2017	10:08:00	1 Emergency	00:00:00	00:06:00	0.18	0.00				X
17-0058139	05/26/2017	19:51:00	1 Emergency	00:00:00	00:09:00	0.58	0.00	X			
17-0058379	05/27/2017	08:13:00	1 Emergency	00:00:00	00:07:00	0.68	0.00	X			
17-0058432	05/27/2017	11:32:00	1 Emergency	00:00:00	00:00:00	0.35	0.00	X			
17-0058442	05/27/2017	12:15:15	1 Emergency	00:00:00	00:05:12	0.24	0.00	X			
17-0058750	05/27/2017	22:19:23	1 Emergency	00:00:00	00:03:41	0.30	0.00	X			
17-0058830	05/28/2017	00:58:00	1 Emergency	00:00:00	00:08:00	0.93	0.00	X			
17-0059025	05/28/2017	13:40:00	1 Emergency	00:00:00	00:05:00	0.52	0.00	X			
17-0059047	05/28/2017	14:47:00	1 Emergency	00:00:00	00:05:00	0.38	0.00	X			
17-0059070	05/28/2017	15:52:00	1 Emergency	00:00:00	00:09:00	0.58	0.00	X			
17-0059103	05/28/2017	16:53:00		00:00:00	00:03:00	0.35	0.00	X			
17-0059194	05/28/2017	19:58:59	1 Emergency	00:00:00	00:05:03	0.28	0.00	X			
17-0059207	05/28/2017	20:21:00	1 Emergency	00:00:00	00:01:00	0.33	0.00	X			
17-0059297	05/28/2017	23:12:03	1 Emergency	00:00:00	00:01:03	0.37	0.00	X			
17-0059377	05/29/2017	03:15:00	1 Emergency	00:00:00	00:24:00	0.60	0.00	X			
17-0059501	05/29/2017	12:32:00		00:00:00	00:01:00	0.10	0.00	X			
17-0059552	05/29/2017	14:37:00		00:00:00	00:08:00	0.28	0.00	X			
17-0059848	05/30/2017	05:41:00	1 Emergency	00:00:00	00:06:00	0.27	0.00	X			
17-0060079	05/30/2017	18:53:09	1 Emergency	00:00:00	00:09:29	0.48	0.00				X
17-0060172	05/31/2017	01:13:45	1 Emergency	00:00:00	00:09:12	0.23	0.00				X
17-0060181	05/31/2017	01:36:50	2		00:00:00	00:04:22	0.38	0.00			X
			Non-emergency								

Reaction time calculated from time notified to rollout time.

Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code		Reaction	Response	Hours	Miles	F	M	R	O
E1 Engine 1												
17-0060255	05/31/2017	06:29:57	1	Emergency	00:00:00	00:06:23	0.75	0.00			X	
17-0060478	05/31/2017	19:07:00			00:00:00	00:00:00	0.08	0.00			X	
Responses: 132		Reaction Times		Response Times		Total:	74.92	0.00				
		Average	00:00:01	Average	00:09:04							
		Lowest	00:00:00	Lowest	00:00:00							
		Highest	00:01:16	Highest	08:03:00							
ER-1 Reserve Engine 1												
17-0050156	05/07/2017	18:03:08	1	Emergency	00:00:00	00:07:08	0.15	0.00				X
17-0050363	05/08/2017	08:49:26	1	Emergency	00:00:00	00:04:57	0.38	0.00			X	
Responses: 2		Reaction Times		Response Times		Total:	0.53	0.00				
		Average	00:00:00	Average	00:06:03							
		Lowest	00:00:00	Lowest	00:04:57							
		Highest	00:00:00	Highest	00:07:08							
M-1 Medic 1												
17-0047745	05/01/2017	00:02:00	1	Emergency	00:00:00	00:15:00	0.73	0.00			X	
17-0048477	05/03/2017	07:38:00	1	Emergency	00:00:00	00:08:00	1.42	0.00			X	
17-0048676	05/03/2017	20:02:00	1	Emergency	00:00:00	00:12:00	2.33	0.00			X	
17-0048908	05/04/2017	10:36:00			00:00:00	00:03:00	0.52	0.00			X	
17-0048918	05/04/2017	11:41:00			00:00:00	00:02:00	0.82	0.00			X	
17-0049333	05/05/2017	14:26:00	2		00:00:00	00:01:00	0.05	0.00				X
			Non-emergency									
17-0049874	05/06/2017	21:53:00			00:00:00	00:07:00	0.82	0.00				X
17-0049902	05/06/2017	23:34:00			00:00:00	00:04:00	0.23	0.00		X		
17-0049973	05/07/2017	01:59:00			00:00:00	00:00:00	1.42	0.00			X	
17-0050738	05/09/2017	10:50:00	1	Emergency	00:00:00	00:06:00	0.22	0.00				X
17-0050783	05/09/2017	12:40:00	1	Emergency	00:00:00	00:09:00	0.85	0.00			X	
17-0050822	05/09/2017	15:15:00	1	Emergency	00:00:00	00:08:00	0.93	0.00			X	
17-0050847	05/09/2017	16:29:00	2		00:00:00	00:01:00	0.07	0.00				X
			Non-emergency									
17-0050942	05/09/2017	21:48:00	1	Emergency	00:00:00	00:15:00	1.12	0.00			X	
17-0051597	05/11/2017	17:26:00	1	Emergency	00:00:00	00:04:00	0.33	0.00			X	
17-0051907	05/12/2017	10:54:00	1	Emergency	00:00:00	00:04:00	0.20	0.00			X	
17-0051955	05/12/2017	14:17:00	1	Emergency	00:00:00	00:04:00	0.85	0.00			X	
17-0051974	05/12/2017	15:08:00	1	Emergency	00:00:00	00:06:00	0.98	0.00			X	

Reaction time calculated from time notified to rollout time.

Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code	Reaction	Response	Hours	Miles	F	M	R	O
M-1 Medic 1											
17-0052043	05/12/2017	18:37:00	1	Emergency	00:00:00	00:00:00	0.48	0.00	X		
17-0052052	05/12/2017	19:08:00	1	Emergency	00:00:00	00:01:00	0.53	0.00	X		
17-0052296	05/13/2017	09:38:00			00:00:00	00:14:00	0.23	0.00			X
17-0052850	05/14/2017	08:53:00	1	Emergency	00:00:00	00:07:00	0.82	0.00	X		
17-0052883	05/14/2017	11:09:00	1	Emergency	00:00:00	00:08:00	0.72	0.00	X		
17-0052917	05/14/2017	12:20:00	1	Emergency	00:00:00	00:07:00	1.75	0.00	X		
17-0052967	05/14/2017	15:44:00	1	Emergency	00:00:00	00:09:00	0.37	0.00			X
17-0053049	05/14/2017	19:58:00	1	Emergency	00:00:00	00:03:00	0.17	0.00			X
17-0053137	05/15/2017	01:37:00	1	Emergency	00:00:00	00:11:00	1.13	0.00	X		
17-0054031	05/17/2017	11:08:30			00:00:00	00:02:30	0.84	0.00	X		
17-0054238	05/17/2017	22:22:00	1	Emergency	00:00:00	00:06:00	0.32	0.00	X		
17-0054282	05/18/2017	00:11:00	1	Emergency	00:00:00	00:09:00	0.77	0.00	X		
17-0054800	05/19/2017	09:55:00	1	Emergency	00:00:00	00:08:00	0.93	0.00	X		
17-0055065	05/19/2017	20:47:00	1	Emergency	00:00:00	00:04:00	1.10	0.00	X		
17-0055205	05/20/2017	01:47:00	1	Emergency	00:00:00	00:06:00	1.20	0.00	X		
17-0055326	05/20/2017	10:29:00	1	Emergency	00:00:00	00:02:00	0.83	0.00	X		
17-0055357	05/20/2017	12:08:00	1	Emergency	00:00:00	00:16:00	0.28	0.00	X		
17-0055368	05/20/2017	12:25:00	1	Emergency	00:00:00	00:06:00	1.85	0.00	X		
17-0056298	05/22/2017	11:31:00	1	Emergency	00:00:00	00:06:00	0.15	0.00	X		
17-0056320	05/22/2017	12:49:00	1	Emergency	00:00:00	00:06:00	1.37	0.00	X		
17-0056633	05/23/2017	07:20:00	1	Emergency	00:00:00	00:07:00	0.25	0.00	X		
17-0056666	05/23/2017	08:29:00	1	Emergency	00:00:00	00:08:00	0.22	0.00			X
17-0056797	05/23/2017	15:17:00	1	Emergency	00:00:00	00:06:00	0.87	0.00	X		
17-0056817	05/23/2017	16:06:00	1	Emergency	00:00:00	00:07:00	0.75	0.00	X		
17-0057373	05/25/2017	00:10:00	1	Emergency	00:00:00	00:07:00	0.63	0.00	X		
17-0058379	05/27/2017	08:13:00	1	Emergency	00:00:00	00:07:00	0.68	0.00	X		
17-0058830	05/28/2017	00:58:00	1	Emergency	00:00:00	00:08:00	0.93	0.00	X		
17-0058905	05/28/2017	06:38:00	1	Emergency	00:00:00	00:10:00	0.77	0.00	X		
17-0059291	05/28/2017	23:04:00	1	Emergency	00:00:00	00:03:00	0.12	0.00			X

Responses: 47	Reaction Times	Response Times	Total:	34.95	0.00
	Average 00:00:00	Average 00:06:27			
	Lowest 00:00:00	Lowest 00:00:00			
	Highest 00:00:00	Highest 00:16:00			

M1 Medic 1 (New)

17-0048049	05/01/2017	20:49:30	1	Emergency	00:00:00	00:05:58	0.66	0.00	X		
17-0048080	05/01/2017	23:20:00			00:00:00	00:04:06	0.61	0.00	X		

Reaction time calculated from time notified to rollout time.

Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code	Reaction	Response	Hours	Miles	F	M	R	O
M1 Medic 1 (New)											
17-0048108	05/02/2017	03:40:10		00:00:00	00:00:22	0.50	0.00			X	
17-0048216	05/02/2017	13:10:00		00:00:00	00:02:00	0.13	0.00			X	
17-0048350	05/02/2017	20:27:00		00:00:00	00:05:00	0.43	0.00			X	
17-0048362	05/02/2017	21:26:00	1 Emergency	00:00:00	00:03:00	0.67	0.00			X	
17-0048526	05/03/2017	10:36:12		00:00:00	00:05:17	0.57	0.00			X	
17-0048582	05/03/2017	14:54:40		00:00:00	00:08:49	0.76	0.00			X	
17-0048641	05/03/2017	18:21:28		00:01:16	00:02:56	1.20	0.00			X	
17-0049177	05/05/2017	05:00:00	1 Emergency	00:00:00	00:09:00	0.62	0.00			X	
17-0049245	05/05/2017	09:44:44		00:00:00	00:10:42	1.04	0.00			X	
17-0049279	05/05/2017	11:22:47	1 Emergency	00:00:00	00:06:37	0.80	0.00			X	
17-0049379	05/05/2017	17:03:38		00:00:00	00:11:34	0.79	0.00			X	
17-0049394	05/05/2017	18:20:35		00:00:00	00:05:37	0.63	0.00			X	
17-0049446	05/05/2017	22:02:47	1 Emergency	00:00:00	00:05:45	0.28	0.00				X
17-0049474	05/05/2017	23:18:36	1 Emergency	00:00:00	00:10:41	0.75	0.00		X		
17-0049546	05/06/2017	03:50:29	1 Emergency	00:00:00	00:02:33	0.36	0.00				X
17-0049750	05/06/2017	16:37:00	1 Emergency	00:00:00	00:05:00	0.82	0.00		X		
17-0050025	05/07/2017	08:16:40	2	00:00:00	00:05:20	0.20	0.00				X
			Non-emergency								
17-0050089	05/07/2017	13:31:08	1 Emergency	00:00:00	00:05:28	0.93	0.00		X		
17-0050143	05/07/2017	17:21:16	1 Emergency	00:00:00	00:06:36	0.81	0.00		X		
17-0050165	05/07/2017	18:34:49	1 Emergency	00:00:00	00:02:46	0.21	0.00		X		
17-0050176	05/07/2017	19:02:56	1 Emergency	00:00:00	00:10:27	0.35	0.00				X
17-0050213	05/07/2017	20:59:33	1 Emergency	00:00:00	00:02:58	1.19	0.00		X		
17-0050238	05/07/2017	22:50:02	1 Emergency	00:00:00	00:09:23	1.11	0.00		X		
17-0050326	05/08/2017	05:22:10	1 Emergency	00:00:00	00:06:15	0.89	0.00		X		
17-0050363	05/08/2017	08:49:26	1 Emergency	00:00:00	00:04:57	0.38	0.00		X		
17-0050420	05/08/2017	13:06:00	1 Emergency	00:00:00	00:05:00	0.23	0.00		X		
17-0050549	05/08/2017	20:35:38		00:00:00	00:01:52	0.57	0.00		X		
17-0051102	05/10/2017	11:46:00	1 Emergency	00:00:00	00:06:00	0.32	0.00				X
17-0051170	05/10/2017	15:02:43		00:00:00	00:03:53	0.62	0.00		X		
17-0051189	05/10/2017	16:27:00	1 Emergency	00:00:00	00:06:00	0.23	0.00				X
17-0051265	05/10/2017	21:10:00	1 Emergency	00:00:00	00:07:00	0.78	0.00		X		
17-0051379	05/11/2017	06:07:16		00:00:00	00:06:30	0.30	0.00		X		
17-0051457	05/11/2017	10:14:00	1 Emergency	00:02:00	00:06:00	0.28	0.00		X		
17-0051587	05/11/2017	17:04:00	1 Emergency	00:00:00	00:02:00	0.35	0.00		X		
17-0051684	05/11/2017	23:19:00	1 Emergency	00:00:00	00:06:00	1.22	0.00		X		
17-0052020	05/12/2017	17:05:00	1 Emergency	00:00:00	00:03:00	1.12	0.00		X		
17-0052091	05/12/2017	20:26:00	1 Emergency	00:00:00	00:08:00	3.07	0.00		X		
17-0052276	05/13/2017	08:50:00	1 Emergency	00:00:00	00:04:00	0.12	0.00		X		

Reaction time calculated from time notified to rollout time.

Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code	Reaction	Response	Hours	Miles	F	M	R	O
M1 Medic 1 (New)											
17-0052425	05/13/2017	16:25:00	1	Emergency	00:00:00	00:10:00	0.28	0.00	X		
17-0052511	05/13/2017	19:07:00	1	Emergency	00:00:00	00:03:00	0.55	0.00	X		
17-0052608	05/13/2017	21:53:00	1	Emergency	00:00:00	00:02:00	0.05	0.00			X
17-0052661	05/14/2017	00:03:00	1	Emergency	00:00:00	00:05:00	0.35	0.00	X		
17-0052663	05/14/2017	00:03:00	1	Emergency	00:00:00	00:05:00	0.12	0.00	X		
17-0053392	05/15/2017	18:49:00	1	Emergency	00:00:00	00:04:00	0.73	0.00	X		
17-0053471	05/15/2017	22:44:00	1	Emergency	00:00:00	00:06:00	0.17	0.00			X
17-0053485	05/15/2017	22:55:00	1	Emergency	00:00:00	00:06:00	0.23	0.00	X		
17-0053583	05/16/2017	08:29:06	1	Emergency	00:00:00	00:13:04	0.93	0.00	X		
17-0053787	05/16/2017	17:41:54	1	Emergency	00:00:00	00:11:32	0.97	0.00	X		
17-0053820	05/16/2017	20:02:45	1	Emergency	00:00:00	00:06:17	0.64	0.00	X		
17-0053869	05/16/2017	22:15:00	1	Emergency	00:00:00	00:03:00	1.08	0.00	X		
17-0053892	05/17/2017	00:05:00	1	Emergency	00:00:00	00:05:00	0.40	0.00	X		
17-0053960	05/17/2017	07:34:16			00:00:00	00:05:25	0.25	0.00	X		
17-0054076	05/17/2017	12:49:16			00:00:00	00:05:02	0.44	0.00	X		
17-0054141	05/17/2017	16:40:30			00:00:00	00:03:55	1.19	0.00	X		
17-0054245	05/17/2017	22:58:04			00:00:00	00:04:28	0.83	0.00	X		
17-0054451	05/18/2017	12:27:21			00:00:00	00:10:07	0.91	0.00	X		
17-0054562	05/18/2017	18:22:17	1	Emergency	00:00:00	00:03:38	0.74	0.00	X		
17-0054610	05/18/2017	20:24:00	1	Emergency	00:00:00	00:10:00	1.32	0.00	X		
17-0055353	05/20/2017	11:53:00	1	Emergency	00:00:00	00:07:00	0.23	0.00	X		
17-0055608	05/20/2017	20:07:00	1	Emergency	00:01:00	00:06:00	0.38	0.00	X		
17-0055622	05/20/2017	20:31:00	1	Emergency	00:00:00	00:06:00	0.57	0.00	X		
17-0055648	05/20/2017	21:25:00	1	Emergency	00:01:00	00:03:00	0.35	0.00	X		
17-0055683	05/20/2017	22:41:00	1	Emergency	00:00:00	00:04:00	0.98	0.00	X		
17-0055728	05/21/2017	00:12:00	1	Emergency	00:00:00	00:02:00	0.20	0.00	X		
17-0055855	05/21/2017	07:39:45			00:00:00	00:04:04	0.79	0.00	X		
17-0055975	05/21/2017	13:55:54			00:00:00	00:06:36	0.18	0.00	X		
17-0056021	05/21/2017	15:57:47			00:00:00	00:03:35	0.85	0.00	X		
17-0056046	05/21/2017	17:51:43			00:00:00	00:03:17	0.18	0.00			X
17-0056246	05/22/2017	08:58:00	1	Emergency	00:00:00	00:07:00	0.80	0.00	X		
17-0056307	05/22/2017	11:44:00	1	Emergency	00:00:00	00:08:00	0.77	0.00	X		
17-0056495	05/22/2017	21:39:00	1	Emergency	00:00:00	00:05:00	0.88	0.00	X		
17-0056609	05/23/2017	06:12:00	1	Emergency	00:00:00	00:04:00	0.35	0.00	X		
17-0056843	05/23/2017	17:53:20	1	Emergency	00:00:00	00:04:41	0.75	0.00	X		
17-0056972	05/24/2017	00:48:25	1	Emergency	00:00:00	00:07:13	1.75	0.00	X		
17-0057031	05/24/2017	06:33:50	1	Emergency	00:00:00	00:10:55	0.30	0.00			X
17-0057214	05/24/2017	14:09:00	1	Emergency	00:00:00	00:19:00	2.05	0.00	X		
17-0057273	05/24/2017	16:55:00	1	Emergency	00:01:00	00:07:00	0.25	0.00	X		

Reaction time calculated from time notified to rollout time.

Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified	Response Code		Reaction	Response	Hours	Miles	F	M	R	O
M1 Medic 1 (New)												
17-0057560	05/25/2017	11:26:00	1	Emergency	00:00:00	00:09:00	0.70	0.00	X			
17-0057701	05/25/2017	18:30:42	1	Emergency	00:00:00	00:09:47	0.78	0.00	X			
17-0057728	05/25/2017	19:28:50	1	Emergency	00:00:00	00:07:53	1.06	0.00	X			
17-0057844	05/26/2017	02:48:45	1	Emergency	00:00:00	00:04:15	0.70	0.00	X			
17-0057919	05/26/2017	09:03:00	1	Emergency	00:00:00	00:02:00	0.30	0.00	X			
17-0057944	05/26/2017	10:08:00	1	Emergency	00:00:00	00:06:00	0.18	0.00			X	
17-0057964	05/26/2017	11:01:59			00:00:00	00:04:22	0.48	0.00	X			
17-0058029	05/26/2017	14:42:29			00:00:00	00:08:28	0.75	0.00	X			
17-0058139	05/26/2017	19:51:00	1	Emergency	00:00:00	00:04:00	1.33	0.00	X			
17-0058344	05/27/2017	05:21:00	1	Emergency	00:00:00	00:05:00	0.63	0.00	X			
17-0058750	05/27/2017	22:19:23	1	Emergency	00:00:00	00:03:41	0.30	0.00	X			
17-0058982	05/28/2017	11:29:26	2		00:00:00	00:01:34	0.19	0.00	X			
			Non-emergency									
17-0059025	05/28/2017	13:40:00	1	Emergency	00:00:00	00:05:00	1.08	0.00	X			
17-0059047	05/28/2017	14:47:00	1	Emergency	00:00:00	00:05:00	0.98	0.00	X			
17-0059070	05/28/2017	15:52:00	1	Emergency	00:00:00	00:09:00	1.88	0.00	X			
17-0059194	05/28/2017	19:58:59	1	Emergency	00:00:00	00:05:03	0.28	0.00	X			
17-0059207	05/28/2017	20:21:00	1	Emergency	00:00:00	00:01:00	0.33	0.00	X			
17-0059251	05/28/2017	21:24:19	2		00:00:00	00:02:59	0.18	0.00	X			
			Non-emergency									
17-0059297	05/28/2017	23:12:03	1	Emergency	00:00:00	00:01:03	0.73	0.00	X			
17-0059377	05/29/2017	03:15:00	1	Emergency	00:00:00	00:24:00	1.03	0.00	X			
17-0059425	05/29/2017	07:57:00	1	Emergency	00:00:00	00:09:00	0.75	0.00	X			
17-0059549	05/29/2017	14:26:00	1	Emergency	00:00:00	00:03:00	0.65	0.00	X			
17-0059652	05/29/2017	19:21:00	1	Emergency	00:00:00	00:11:00	0.20	0.00	X			
17-0059825	05/30/2017	03:43:00	2		00:03:00	00:09:00	0.22	0.00	X			
			Non-emergency									
17-0059835	05/30/2017	04:41:00	1	Emergency	00:01:00	00:10:00	0.33	0.00	X			
17-0059848	05/30/2017	05:39:00	1	Emergency	00:02:00	00:06:00	0.57	0.00	X			
17-0059981	05/30/2017	13:15:52	1	Emergency	00:00:00	00:04:35	0.71	0.00	X			
17-0060361	05/31/2017	11:22:00	1	Emergency	00:00:00	00:12:00	0.82	0.00	X			
17-0060390	05/31/2017	13:00:00	1	Emergency	00:00:00	00:03:00	0.60	0.00	X			
17-0060428	05/31/2017	15:36:00	1	Emergency	00:00:00	00:05:00	0.15	0.00	X			
Responses: 109		Reaction Times		Response Times		Total:	70.58	0.00				
		Average	00:00:07	Average	00:06:02							
		Lowest	00:00:00	Lowest	00:00:22							
		Highest	00:03:00	Highest	00:24:00							

Reaction time calculated from time notified to rollout time.
Response time calculated from time notified to arrival time.

LAMARQUE

Unit Responses by Unit

Alarm Date Between {05/01/2017} And {05/31/2017}

Incident	Alarm Date	Notified		Response Code	Reaction	Response	Hours	Miles	F	M	R	O
M2 Medic 2												
17-0048362	05/02/2017	21:26:00	1	Emergency	00:00:00	00:00:00	0.07	0.00			X	
Responses:	1	Reaction Times		Response Times		Total:	0.07	0.00				
		Average	00:00:00	Average	00:00:00							
		Lowest	00:00:00	Lowest	00:00:00							
		Highest	00:00:00	Highest	00:00:00							
RE1 Reserve Engine 1												
17-0054153	05/17/2017	17:10:08	1	Emergency	00:00:00	00:04:51	0.61	0.00			X	
17-0054622	05/18/2017	21:09:40	1	Emergency	00:00:00	00:06:24	0.58	0.00			X	
Responses:	2	Reaction Times		Response Times		Total:	1.19	0.00				
		Average	00:00:00	Average	00:05:38							
		Lowest	00:00:00	Lowest	00:04:51							
		Highest	00:00:00	Highest	00:06:24							

Reaction time calculated from time notified to rollout time.
Response time calculated from time notified to arrival time.

LIBRARY DEPARTMENT

La Marque Public Library

Report for April 28th – May 25th



Mission: La Marque Public Library provides materials and services to help community residents obtain information to meet their personal, educational and professional needs. Special emphasis is placed on supporting students at all academic levels and stimulating the minds of young children in reading and learning. "The Library serves as a learning and educational center for all residents of the community." (ALA Planning and Role Setting for Public Libraries, 43)

The library is open 39 hours a week.

There were **3,210** visitors this month.

Customers saved **\$39,744** by checking out items at La Marque Public Library.

Staff added **130** new items to the collection this month.

The library issued **56** new cards.

Circulation Statistics

Print and eBooks	1,196
Audiobooks	32
DVDs	1,189
Total Circulation	2,417
Interlibrary Loans	58

Computer Use

Total logins	853
Total computer time	540 hours
Online catalog searches	808

Customers typically use library computers for job searches, completing applications, writing resumes, checking email, doing homework and accessing personal documents such as bank statements, tax and legal forms and proof of insurance.

Reference

Reference questions	343
Information requests	325

Volunteers

Hours worked	121 hours
---------------------	------------------

Volunteers helped clean DVDs, shelved and straightened returned books and assisted with program preparation and clean up.

Programming

- | | |
|------------------------------|------------|
| • Adult programs | 12 |
| • Attendance | 15 |
| • Children's programs | 27 |
| • Attendance | 839 |

Meetings and Continuing Education

- Amy Miller was the guest speaker at the May meeting of La Marque Crimestoppers on May 10. She talked about programs and services offered at the library, provided an overview of the summer reading program and highlighted some upcoming events.

Library Happenings

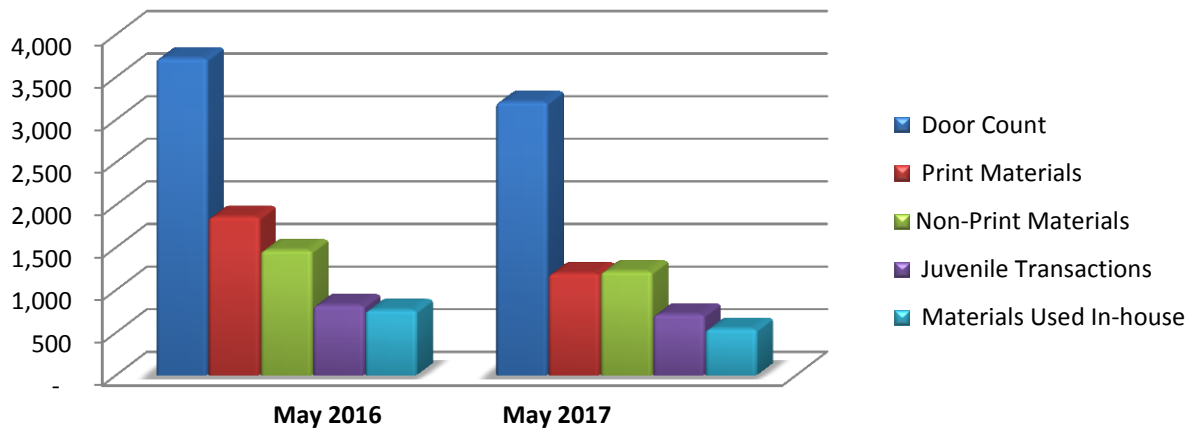
- A new Chess club started this month. This weekly program is facilitated by two of our regular teen volunteers. We are excited and proud to see our teen volunteers taking on leadership roles such as this within the library.
- Texas Parks and Wildlife Storytime was a big success with over 15 attendees.
- Preparations are well underway for the library's annual Summer Reading Program which kicks off May 30. The theme this year is ***Build a Better World***. La Marque Library will be partnering with Galveston County Food Bank, Your Paracletus, Gulf Coast Center, Galveston County Animal Alliance, Home Depot, La Marque Fire Department and other organizations to make this a fun and memorable summer.

MONTH-TO-YEAR
La Marque Public Library

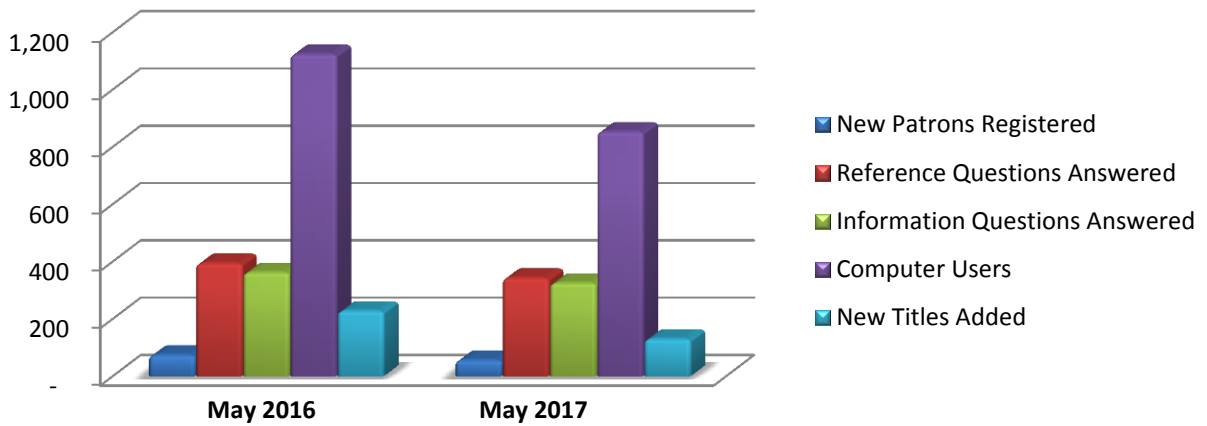
	MONTHLY TOTALS			YEAR TO DATE TOTALS		
Description	May 2016	May 2017	%Change 2016 vs 2017	May 2016 Previous Year	May 2017 This year	% Change 2016 vs 2017
DOOR COUNT	3,723	3,210	-14%	14,914	16,170	8%
CIRCULATION						
Print Materials	1,861	1,196	-36%	7,867	6,893	-12%
Non-Print Materials	1,469	1,221	-17%	6,293	6,658	6%
Juvenile Transactions	824	716	-13%	4,898	4,293	-12%
Materials Used In-house	766	547	-29%	3,497	3,403	-3%
PUBLIC SERVICES						
New Patrons Registered	74	56	-24%	337	337	0%
Reference Questions Answered	394	343	-13%	1,781	1,577	-11%
Information Questions Answered	362	325	-10%	1,678	1,577	-6%
Computer Users	1,123	853	-24%	5,211	4,305	-17%
New Titles Added	228	130	-43%	1,057	542	-49%
PROGRAM ATTENDANCE						
Number of Adult Programs	9	12	33%	36	56	56%
Adults Attending	5	15	200%	50	51	2%
Number of Teen Programs	1	-	0%	3	-	
Teens Attending	0	-		4	-	
Number of Children Programs	36	27	-25%	146	142	-3%
Children Attending	760	839	10%	2,746	2,663	-3%
Volunteer Hours	24	128	433%	53	542	923%
Inter-Library Loan Requests	18	43	139%	117	161	38%

La Marque Public Library
May Statistics
2016/2017 Comparisons

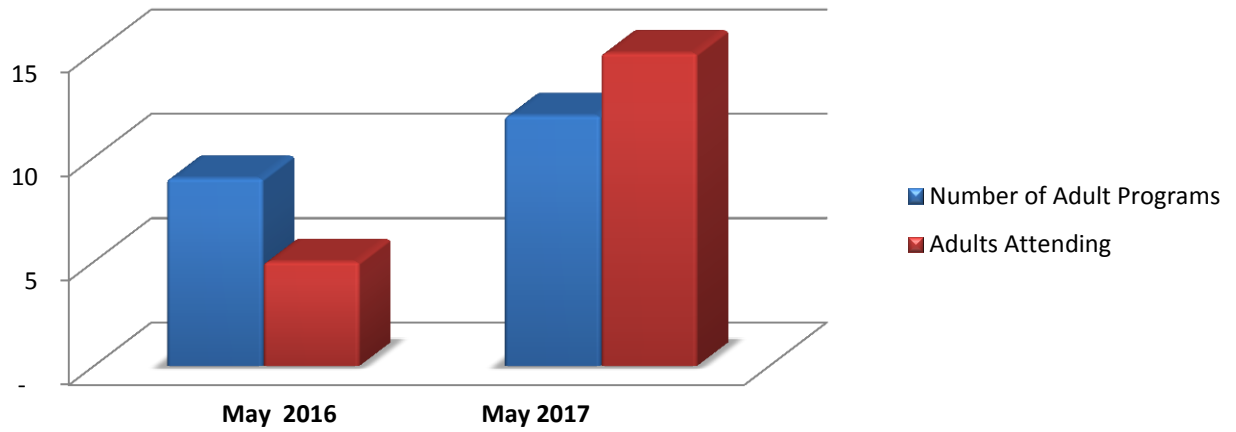
Circulation and Door Count



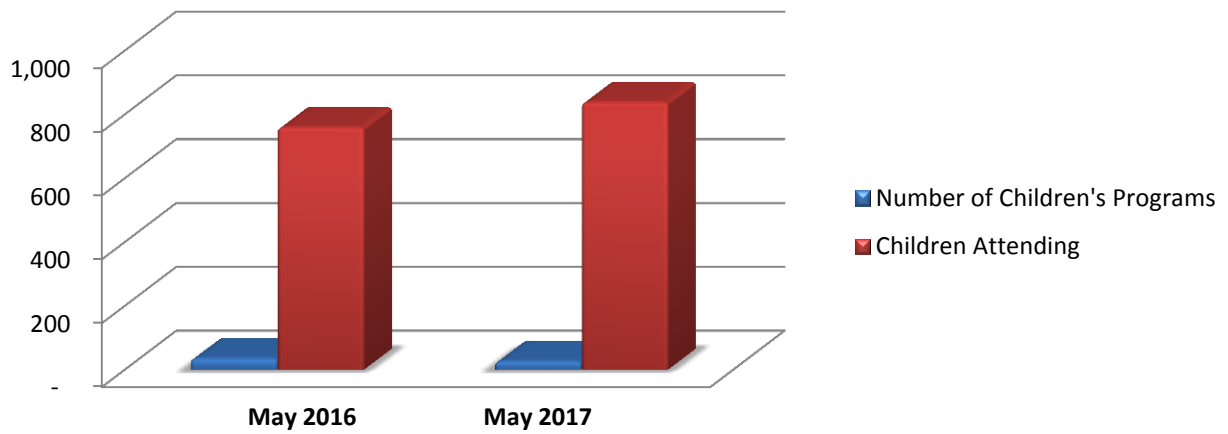
Public Services



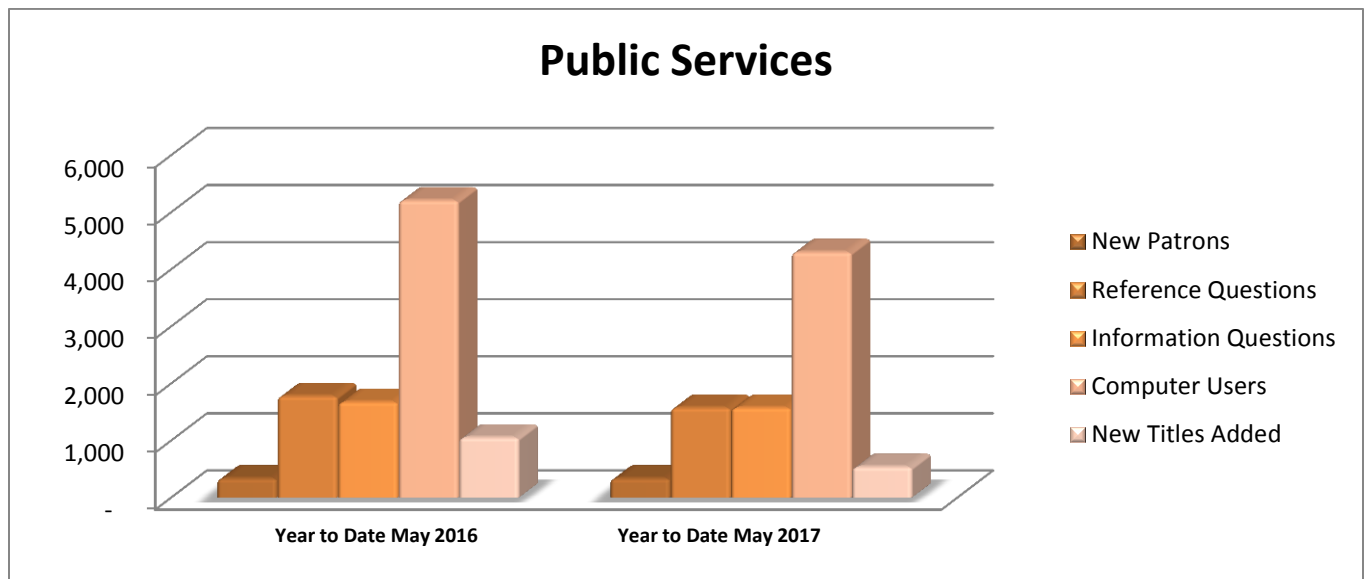
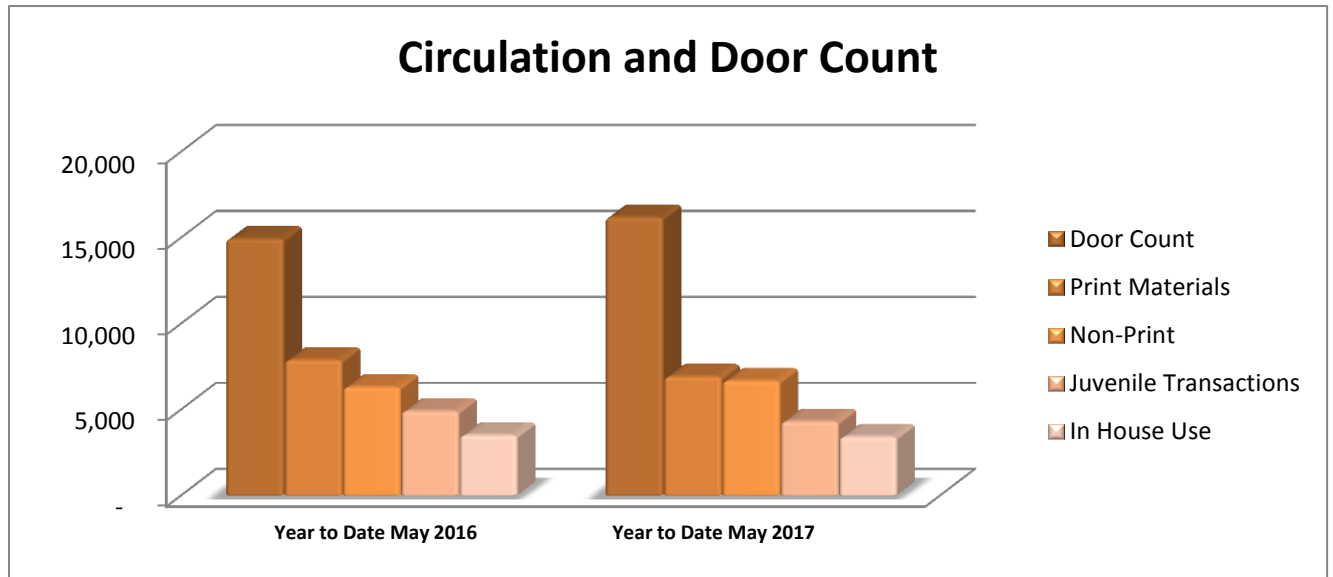
Programs for Adults



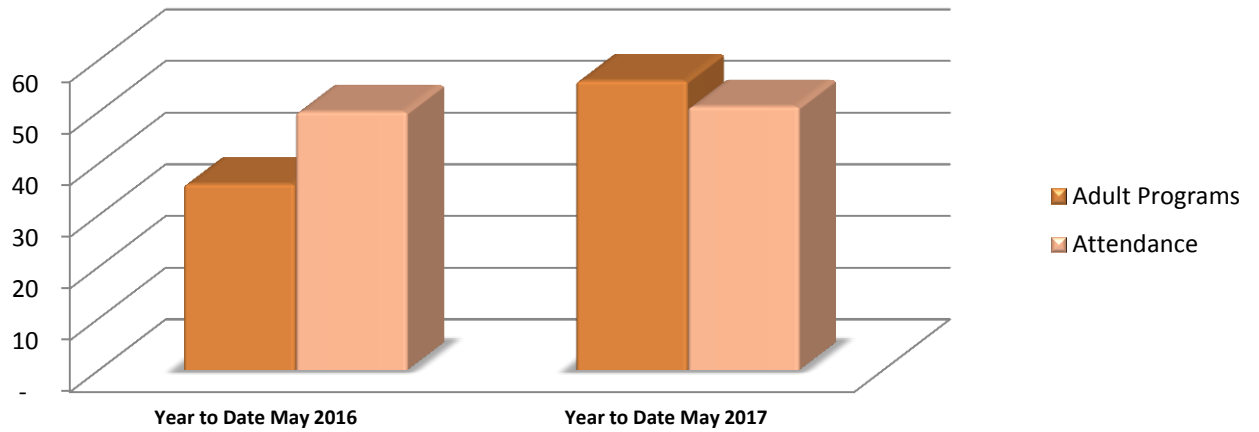
Programs for Children



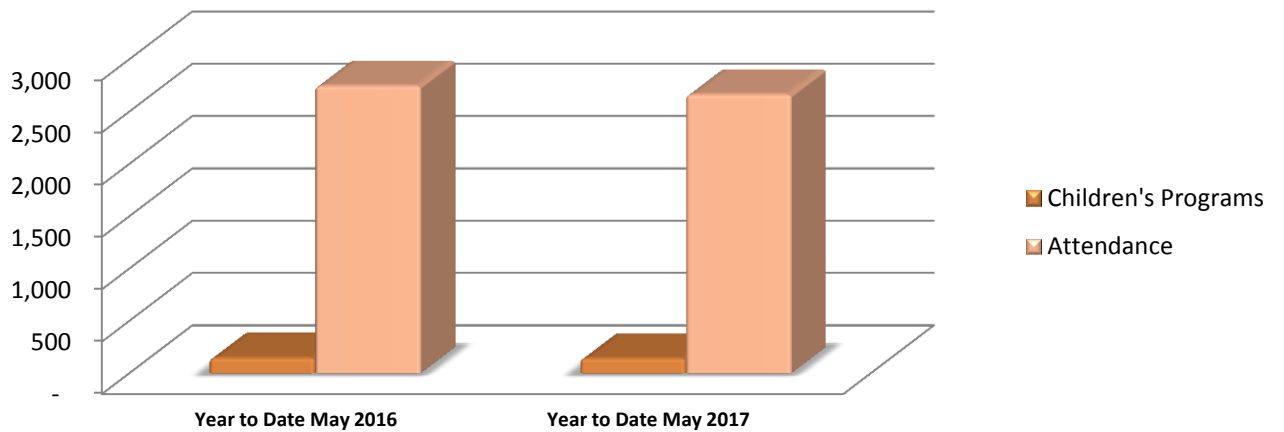
La Marque Public Library
May Statistics
2016/2017 Year-to-Date Comparisons



Programs for Adults



Programs for Children



PUBLIC WORKS DEPARTMENT

PUBLIC SERVICES ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2017/March	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	MARCH
	3/1-3/7	3/8-3/15	3/16-3/23	3/24-3/31	TOTALS	2016
Calls / Customers						
Water Leaks	10	13	9	8	40	30
Sewer Stops	10	6	16	11	43	69
Leak at Meter	5	3	2	5	15	3
Low Pressure / No Water	2	1	1	3	7	6
Dress-Ups	3	2	1	1	7	1
Billing Department	5	4	2	2	13	75
Blue Cart / Trash Pick Up	3	5	5	2	15	20
Co-Compliance	1	2	0	1	4	2
Pot Holes	3	1	2	2	8	5
Street Repair	1	1	3	4	9	3
Driveway Repair	1	0	0	1	2	2
Dirt Request	0	0	0	0	0	2
Culverts	3	2	2	1	8	2
Mowers / Mowing	6	8	9	10	33	2
Street Signs	2	1	0	1	4	1
Traffic Lights	0	1	0	0	1	0
Street Light Outage	0	1	0	0	1	2
Street Light Request	3	2	3	2	10	0
Director	5	6	8	5	24	25
PW/Utility Dept Supervisors	5	4	6	3	18	33
City Manager	0	0	0	0	0	0
City Hall Admin Assist.	0	0	0	0	0	0
Human Resource	2	1	1	3	7	4
TOTALS					269	287

PUBLIC SERVICES ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2017/March	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	MARCH
	3/1-3/7	3/8-3/15	3/16-3/23	3/24-3/31	TOTALS	2016
Calls / Customers						
City Clerk	0	0	0	0	0	0
Inspections	2	2	3	1	8	10
Animal Control	1	0	0	0	1	2
Mosquito Spray	0	0	0	0	0	0
Locates	5	6	5	4	20	3
LM's	0	0	0	0	0	0
Customer at Window	6	8	7	7	28	12
Recycling	2	1	3	1	7	5
Community Service	5	4	4	3	16	7
Gas Company	2	1	0	0	3	0
Miscellaneous Calls	14	25	11	15	65	20
TOTALS					148	59

**PUBLIC SERVICES ADMINISTRATION
ACTIVITY REPORT**

Venisha Henderson

2017/April

WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	APRIL
4/1-4/8	4/9-4/16	4/17-4/25	4/26-4/30	TOTALS	2016
12	12	11	5	40	16
11	10	6	7	34	26
2	3	1	2	8	5
7	3	5	2	17	12
2	5	3	2	12	4
6	8	10	3	27	41
7	6	3	5	21	39
0	1	0	0	1	2
1	2	3	1	7	6
3	2	2	1	8	7
0	1	0	0	1	2
4	2	3	5	14	9
2	1	1	2	6	8
2	1	1	0	4	4
1	0	0	1	2	5
3	5	2	3	13	2
2	1	2	2	7	2
5	7	10	3	25	11
2	5	3	6	16	8
0	0	0	0	0	0
0	0	0	0	0	14
2	1	3	1	7	0
0	0	0	0	0	0
3	2	1	1	7	4
0	0	0	0	0	5
0	0	0	0	0	1
4	4	5	1	14	9
5	7	7	8	27	15
3	3	4	2	12	16
2	1	0	0	3	0
10	10	15	8	43	33
				376	306

PUBLIC SERVICES ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2017/May

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	MAY
	5/1-5/8	5/9-5/16	5/17-5/25	5/26-5/31	TOTALS	2016
Calls / Customers						
Water Leaks	5	6	4	2	17	24
Sewer Stops	6	7	10	5	28	26
Leak at Meter	3	2	1	1	7	7
Low Pressure / No Water	3	2	2	0	7	11
Dress-Ups	3	2	2	1	8	4
Billing Department	9	8	9	5	31	18
Blue Cart / Trash Pick Up	6	5	4	2	17	22
Co-Compliance	1	0	0	0	1	15
Pot Holes	2	1	0	0	3	11
Street Repair	3	2	1	0	6	5
Driveway Repair	0	0	0	0	0	19
Culverts	3	5	4	3	15	11
Mowers / Mowing	2	4	5	7	18	3
Street Signs	2	1	0	0	3	32
Traffic Lights	0	0	0	0	0	19
Street Light Outage	5	4	6	3	18	8
Street Light Request	2	1	0	2	5	4
Director	7	8	5	3	23	2
PW/Utility Dept Supervisors	4	3	4	3	14	3
City Manager	0	0	0	0	0	0
City Hall Admin Assist.	0	0	0	0	0	13
Human Resource	2	1	1	1	5	0
City Clerk	0	0	0	0	0	0
Inspections	2	3	2	1	8	7
Animal Control	0	0	0	0	0	9
Mosquito Spray	0	0	0	0	0	1
Locates	4	5	3	4	16	7
Citizen Walk-In	8	4	5	5	22	14
Community Service	4	3	2	1	10	15
Gas Company	1	0	0	0	1	1
Miscellaneous Calls	15	25	74	45	159	46
TOTALS					442	357



City of La Marque's
Street Department
 Month of May, 2017

	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Drainage	9	7	9	9	15.33	138	138	0
Clearing	8	6	8	8	15	123	123	0
Regrading	1	1	1	1	15	15	15	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
PARKS	29	28	29	29	12.58	365	365	0
Parks	29	28	29	29	13	365	365	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Streets	21	19	22	21	13.44	282	282	0
Miscellaneous Work	2	2	2	2	11	22	22	0
Pothole	1	1	1	1	11	11	11	0
Repair	1	0	1	1	0	0	0	0
Street Sign	4	4	4	4	3	13	13	0
Weed-Eat/Mowing	13	12	14	13	18	236	236	0
Totals	59	54	60	59	86	785	785	0



City of La Marque's
Street Department

04/01/17 to 05/01/17

	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Drainage	14	13	14	14	14.71	206	206	0
Clearing	9	8	9	9	13	118	118	0
Culvert	2	2	2	2	22	44	44	0
Regrading	3	3	3	3	15	44	44	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
PARKS	33	38	36	36	5.03	181	181	0
Parks	33	38	36	36	5	181	181	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Streets	42	42	43	42	16.15	679	679	0
Brush/Debris Removal	1	1	1	1	2	2	2	0
Miscellaneous Work	9	9	9	9	13	114	114	0
Pothole	5	5	5	5	17	83	83	0
Street Sign	6	6	6	6	6	33	33	0
Street Sweeping	1	1	1	1	6	6	6	0
Utility Patch	2	2	2	2	8	15	15	0
Weed-Eat/Mowing	18	18	19	18	24	426	426	0
Totals	89	93	93	92	131	1,066	1066	0



**City of La Marque's
Street Department**

04/01/17 to 05/01/17

	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Drainage	14	13	14	14	14.71	206	206	0
Clearing	9	8	9	9	13	118	118	0
Culvert	2	2	2	2	22	44	44	0
Regrading	3	3	3	3	15	44	44	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
PARKS	33	38	36	36	5.03	181	181	0
Parks	33	38	36	36	5	181	181	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Streets	42	42	43	42	16.15	679	679	0
Brush/Debris Removal	1	1	1	1	2	2	2	0
Miscellaneous Work	9	9	9	9	13	114	114	0
Pothole	5	5	5	5	17	83	83	0
Street Sign	6	6	6	6	6	33	33	0
Street Sweeping	1	1	1	1	6	6	6	0
Utility Patch	2	2	2	2	8	15	15	0
Weed-Eat/Mowing	18	18	19	18	24	426	426	0
Totals	89	93	93	92	131	1,066	1066	0



City of La Marque's
Utility 22
Month of March, 2017

	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Sewer	106	90	103	102	1.23	125	125	0
Back-up	95	81	91	91	1	68	68	0
Clean-out Install	1	0	1	1	0	0	0	0
Clean-out Repair	2	2	2	2	10	20	20	0
Locate	1	1	1	1	4	4	4	0
Main Repair	2	1	2	2	6	11	11	0
Manhole Inspection	2	2	2	2	1	2	2	0
Manhole Repair	1	1	2	1	6	6	6	0
Odor	1	1	1	1	2	2	2	0
Service Repair	1	1	1	1	12	12	12	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Water	79	69	75	73	7.69	562	562	0
Hydrant Repair	1	1	1	1	1	1	1	0
Leak	43	37	41	39	11	430	430	0
Locate	15	12	13	13	5	66	66	0
Main Repair	3	2	3	3	4	12	12	0
Pressure	9	9	9	9	3	24	24	0
Tap	5	5	5	5	6	28	28	0
Valve Maint	3	3	3	3	0	1	1	0
Totals	185	159	178	175	72	687	687	0



City of La Marque's
Utility 22
 04/01/17 to 05/01/17

	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Sewer	69	63	68	68	1.11	76	76	0
Back-up	62	59	62	62	1	42	42	0
Clean-out Repair	1	0	1	1	0	0	0	0
Locate	1	1	1	1	1	1	1	0
Main Repair	1	0	1	1	0	0	0	0
Odor	1	0	0	0	0	0	0	0
Service Repair	1	1	1	1	2	2	2	0
Tap	2	2	2	2	16	31	31	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Water	56	49	52	51	3.28	167	167	0
Leak	33	31	32	32	3	96	96	0
Locate	7	7	8	7	4	30	30	0
Main Repair	3	1	1	1	4	4	4	0
Pressure	10	8	9	9	3	27	27	0
Quality	1	0	0	0	0	0	0	0
Valve Repair	1	1	1	1	6	6	6	0
Valve Replace	1	1	1	1	4	4	4	0
Totals	125	112	120	119	44	243	243	0



City of La Marque's
Utility 22
 Month of May, 2017

	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - UT
Sewer	45	43	45	44	1.56	69	69	0
Back-up	28	27	29	28	1	29	29	0
Clean-out Install	1	1	1	1	3	3	3	0
Clean-out Repair	1	1	1	1	3	3	3	0
Locate	3	3	3	3	1	4	4	0
Main Repair	2	1	2	2	2	3	3	0
Manhole Inspection	2	2	2	2	1	1	1	0
Manhole Repair	1	1	1	1	1	1	1	0
Odor	1	1	1	1	0	0	0	0
Service Repair	2	2	1	1	4	4	4	0
Tap	4	4	4	4	5	21	21	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - UT
Water	52	49	51	51	3.73	192	192	0
Hydrant Repair	2	2	2	2	5	10	10	0
Leak	24	22	24	24	5	113	113	0
Locate	6	5	6	6	0	3	3	0
Main Repair	2	2	2	2	3	7	7	0
Pressure	6	6	6	6	1	4	4	0
Quality	1	1	1	1	0	0	0	0
Tap	10	10	9	9	6	53	53	0
Valve Repair	1	1	1	1	2	2	2	0
Totals	97	92	96	95	43	261	261	0

MONTHLY OPERATIONS REPORT FOR City of La Marque

Apr-17

Billing Date 4/1/2017 - 4/30/2017

WATER	April
Total Gallons Pumped from Wells	12,451,000
Total Gallons Received from GCWA	66,272,000
Total Gallons Pumped:	78,723,000
Billed Gallons:	?
Accountability	#VALUE!

	# Taken	Results
Bacteriological Samples:	15	Good

Water Taps	Y-T-D - 0
-------------------	------------------

WASTEWATER TREATMENT PLANT AND LIFT STATIONS

Permit # TX0114821
Permit expiration date: October 1, 2019

	Excursion	April
Average daily flow	NO	2.466000
Average CBOD	NO	2.350
Average Total Suspended Solids	NO	3.190
Average Ammonia Nitrogen	NO	1.150
Average Copper	YES	0.035
Average PH	NO	6.850
Maximum Chlorine Residual	NO	0.009
Minimum Chlorine Residual	NO	1.000
Average Dissolved Oxygen	NO	5.270
Average Enterococci	NO	24.000

Measured by:		
Permitted Daily Flow	3.000	mgd
Permitted CBOD	10	mg/l
Permitted T.S.S.	15	mg/l
Permitted Ammonia Nitrogen	3	mg/l
Permitted Copper	0.00766	mg/l
Permitted PH	6.00 - 9.00	STD UNIT
Permitted Dechlor Maximum	0.1	mg/l
Permitted Chlorine Minimum	1.0	mg/l
Permitted Dissolved Oxygen	4.0	mg/l
Permitted Enterococci	35.0	mpn

Sewer Treatment plant is currently operating at 82% of the permitted capacity

ANIMAL SERVICES

Galveston County Health District



Animal Services Division
Animal Resource Center - Monthly Report by Jurisdiction

City: La Marque
Month: May 2017
Completed By: Marissa Worsham

ANIMALS:**Incoming Animals: 55**

Incoming Field	39
Incoming Shelter	16

Outgoing Animals-Disposition Method: 48

Adoptions	Foster	Rescued by Group	Redeemed by Citizen	Escaped	Euthanized	Disposal Request by Owner	Quarantine Return	Died in Care
5	0	10	10	0	17	5	0	1

Includes 0
Owner
Request Euth

Euthanasia Breakdown (Does not include the Owner Request Euthanasias)

	Dog	Cat	Other
Aggressive	1		
Behavior Issue	4		
Health Condition	2		1
Illness		2	
Injured		2	
Time/Space	1		
Feral Cat		4	
TOTALS	8	8	1

Euthanasia Totals	
Dogs	8
Cats	8
Other	1
Grand Total	17

ACO Activities: 101**Average Response Time** 0:45 (hours)

	Assist Law Enforcement	Bite Case	Carcass Retrieval	Contained by Citizen/Trap	Other	Owner Surrender	Sick/Injured	Stray	Transport	Trap Pick Up/Drop Off	Unrestrained/Property	Welfare Check/Neglect	Wildlife Assist
Animal Not Found		1					2	6				1	3
Animal Picked Up	1	3		5			2	16				1	8
Citation/Notice Issued				1	1			12				3	
Conference w/Owner/Complainant												1	1
Dead on Arrival													
Escaped During Transfer													
Incident Closed			6	1			1	1	7			1	1
Other													
Return to Owner													
Trap Set Up/Pick up												1	
Unable to Capture								1					
Unable to Make Contact								1					
Unfounded Incident													
Unresolved												2	
Veterinarian Appointment													
Warning(s)								9				1	
TOTALS	1	4	6	7	1	0	5	46	7	0	0	11	13

ADDITIONAL INFORMATION:

Quarantined	3
Citations Issued	8
Notices Issued	14
Registration	3

Galveston County Health District



Animal Services Division

Animal Resource Center - Monthly Report by Jurisdiction

May 2017

Jurisdiction	Incoming Animals		Outgoing Animals-Disposition Method										
	Incoming Field	Incoming Shelter	Adoptions	Foster	Rescued by Group	Redeemed by Citizen	Escaped	Euthanized	Euthanasia Request by Owner	Disposal Request by Owner	Quarantine Return	Died in Care	Dead on Arrival
Bayou Vista	0	3	0	0	0	0	0	1	0	0	0	0	0
Clear Lake Shores	0	0	0	0	0	0	0	0	0	0	0	0	0
Dickinson	0	1	1	0	0	0	0	0	0	0	0	0	0
Hitchcock	7	6	10	0	0	3	0	3	0	1	0	0	0
Kemah	3	0	0	0	0	2	0	2	0	0	0	0	0
La Marque	39	16	5	0	10	10	0	17	0	5	0	1	0
Santa Fe	3	0	0	0	0	0	0	1	0	0	0	0	0
Texas City	130	91	53	15	25	27	0	75	8	3	0	2	0
Tiki Island	0	0	0	0	0	0	0	0	0	0	0	0	0
Unincorporated	79	61	31	7	18	12	0	53	4	1	0	1	0
Totals	261	178	100	22	53	54	0	152	12	10	0	4	0

Euthanasia Breakdown

Jurisdiction	Aggressive			Behavior Issue			Health Condition			Illness			Injured			Time/Space			Feral Cat
	Dog	Cat	Other	Dog	Cat	Other	Dog	Cat	Other	Dog	Cat	Other	Dog	Cat	Other	Dog	Cat	Other	
Bayou Vista																			
Clear Lake Shores																			
Dickinson																			
Hitchcock	1	1											1						
Kemah		1												1					
La Marque	1			4			2		1		2		2		1				4
Santa Fe														1					
Texas City	3			8	6		4	7		2	14		5	1	1				24
Tiki Island																			
Unincorporated	7			2	2		4	13			3		1						21
Totals	12	2	0	14	8	0	10	21	1	2	19	0	5	5	3	1	0	0	49

Euthanasia Totals	
Dogs	44
Cats	104
Other	4
Grand Total	152

ACO Activities with Reasons

Jurisdiction	Calls Received	Avg Response Time	Assist Law Enforcement	Bite Reports	Carcass Retrieval	Contained by Citizen or Trap	Other	Owner Surrender	Sick or Injured	Stray	Transport	Trap Drop off/Pick up	Unrestrain/Property	Welfare Check or Neglect	Wildlife Assist
Bayou Vista	0	0:00	0	0	0	0	0	0	0	0	0	0	0	0	0
Hitchcock	22	1:13	0	1	0	0	0	0	1	14	0	0	0	3	3
Kemah	6	1:08	0	1	0	0	0	0	0	1	0	0	0	1	3
La Marque	101	0:45	1	4	6	7	1	0	5	46	7	0	0	11	13
Texas City	10	0:32	0	0	0	0	0	0	0	0	10	0	0	0	0
Tiki Island	0	0:00	0	0	0	0	0	0	0	0	0	0	0	0	0
Unincorporated	187	0:50	2	5	0	26	0	0	7	107	6	0	0	16	18
Totals	326	0:50	3	11	6	33	1	0	13	168	23	0	0	31	37

Additional Information

Jurisdiction	Quarantines	Citations Issued	Notices Issued	Registration
Bayou Vista	0	0	0	0
Hitchcock	1	0	2	0
Kemah	0	0	0	0
La Marque	3	8	14	3
Texas City	0	0	0	5
Tiki Island	0	0	0	0
Unincorporated	4	12	22	0
Totals	8	20	38	8

Notes:

Physical Count of animals at ARC on 5/31/17: 179

FINANCE DEPARTMENT



City of La Marque
Budget vs Actual
April 2017

General Fund		April	April	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	FY 2017	FY 2016	FY 2017	58%	FY 2016	%
Property Taxes	3,209,750	46,855.40	42,656.17	3,044,997.89	95%	2,761,694.59	10%
Sales Tax	3,732,155	271,404.67	288,881.17	1,538,112.68	41%	1,572,097.13	-2%
Franchise Fees	864,000	128,693.81	124,758.03	366,818.44	42%	328,460.28	12%
Other Taxes	102,000	121.35	8,779.31	21,341.05	21%	21,180.10	1%
Licenses and Permits	362,445	17,638.20	46,953.20	857,253.60	237%	487,522.30	76%
Fines and Forfeits	799,100	64,673.56	61,136.73	455,218.31	57%	484,991.49	-6%
Charges for Services	95,950	8,992.61	28,134.39	80,408.25	84%	78,713.63	2%
Fire and Ambulance Services	365,500	39,395.49	31,417.04	268,884.27	74%	216,850.02	24%
Investment Earnings	10,000	5,411.79	1,785.29	28,306.20	283%	9,041.87	213%
Miscellaneous Revenues	1,000	847.56	(52.85)	5,902.15	590%	2,271.49	160%
Reimbursements	62,000	-	3,083.33	62,000.00	100%	21,583.31	187%
Intergovernmental	79,050	-	8,602.88	12,904.32	16%	33,006.23	-61%
General Fund - Total Revenues	9,682,950	\$ 584,034.44	\$ 646,134.69	\$ 6,742,147.16	70%	\$ 6,017,412.44	11%
Expenditures:	Budget	April	April	Year To Date	Benchmark	Year To Date	Change
General Government Division		FY 2017	FY 2016	FY 2017	58%	FY 2016	%
Administration	476,377	31,755.20	35,512.93	236,865.92	50%	199,574.52	19%
Finance	469,695	37,160.56	78,344.71	243,352.60	52%	252,529.28	-4%
Inspection	758,206	34,080.06	40,512.83	296,299.05	39%	190,841.84	55%
Judicial	387,584	16,733.15	41,287.45	148,097.40	38%	183,345.73	-19%
City Clerk	168,049	9,029.39	8,128.44	70,515.56	42%	55,360.21	27%
Library	266,331	19,047.88	25,918.71	137,042.65	51%	134,204.45	2%
Information Technology	153,765	13,043.66	15,923.59	116,423.25	76%	65,883.58	77%
Fund Expenditures	1,051,062	41,049.88	14,737.37	705,168.49	67%	560,291.98	26%
	3,731,069	\$ 201,899.78	\$ 260,366.03	\$ 1,953,764.92	52%	\$ 1,642,031.59	16%
Public Safety Division	Budget	April	April	Year To Date	Benchmark	Year To Date	Change
		FY 2017	FY 2016	FY 2017	58%	FY 2016	%
Police	3,690,330	255,398.35	356,244.18	1,823,886.84	49%	1,794,354.95	2%
Animal Control	97,827	-	23,441.25	50,964.00	52%	46,882.50	9%
Emergency Management	90,136	1,089.59	159.43	4,252.85	5%	3,827.67	11%
Fire/EMS	2,192,033	193,990.28	206,886.40	1,144,227.92	52%	1,237,447.94	-8%
Fire Marshal	0	-	-	-	#DIV/0!	353.61	
Subtotal of PSD Expenditures	6,070,326	\$ 450,478.22	\$ 586,731.26	\$ 3,023,331.61	50%	3,082,866.67	-2%
Public Works Division	Budget	April	April	Year To Date	Benchmark	Year To Date	Change
		FY 2017	FY 2016	FY 2017	58%	FY 2016	%
Parks	0	-	-	-	#DIV/0!	-	#DIV/0!
Shop/Service	0	-	-	-	#DIV/0!	-	#DIV/0!



City of La Marque
Budget vs Actual
April 2017

PW Admin	0		-		-	#DIV/0!	-	#DIV/0!
Street	866,988		62,288.08		84,281.88	394,505.57	46%	411,530.70 -4%
Subtotal of PWD Expenditures	866,988	\$	62,288.08	\$	84,281.88	\$	394,505.57	46% \$ 411,530.70 -4%
General Fund - Total Expenditures	10,668,383	\$	714,666.08	\$	931,379.17	\$	5,371,602.10	50% \$ 5,136,428.96 4%
Revenues over Expenditures	(985,433)	\$	(130,631.64)	\$	(285,244.48)	\$	1,370,545.06	\$ 880,983.48
Beginning Unassigned Fund Balance:							4,308,525.00	
Ending Fund Balance:							5,679,070.06	

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



City of La Marque
Budget vs. Actual
April 2017

Utility Fund		Budget	April FY 2017	April FY 2016	Year To Date FY 2017	Benchmark 58%	Year To Date FY 2016	Change %
Revenues:								
Operating Revenue		3,793,727	317,769.78	306,021.46	2,347,878.25	62%	2,274,344.06	3%
Other Revenue		1,000,500	6,395.64	13,621.30	481,733.70	48%	209,245.54	130%
Utility Fund - Total Revenues		4,794,227	\$ 324,165.42	\$ 319,642.76	\$ 2,829,611.95	59%	\$ 2,483,589.60	12%
Expenditures:								
UB/Accounting		277,808	19,572.86	23,955.71	150,090.81	54%	116,649.53	29%
Utility Line Maint		1,189,221	107,275.76	69,536.97	506,369.21	43%	366,131.98	38%
Water & Sewer Operations		2,606,338	174,557.05	152,057.53	1,093,894.08	42%	976,810.07	12%
Debt Service		399,667	-	-	76,830.34	19%	30,438.94	152%
Storm Water		18,825	539.39	-	739.11	4%	76.94	861%
Fund Expenditures		913,952	10,108.02	24,606.84	183,694.82	20%	162,500.14	13%
Utility Fund - Total Expenditures		5,405,811	\$ 312,053.08	\$ 270,157.05	\$ 2,011,618.37	37%	\$ 1,652,607.60	18%
Capital Project-Hwy 3 @ Cedar							133,964.24	
Revenues over Expenses		(611,584)	12,112.34	49,485.71	817,993.58		697,017.76	
Cash and Cash Equivalent Balance as of 4/30/17:					10,304,740.92			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



CITY OF LA MARQUE
Budget vs. Actual
April 2017

Debt Service		Budget	April FY 2017	April FY 2016	Year To Date FY 2017	Benchmark 58%	Year To Date FY 2016	Change %
Revenues:								
Property Taxes		616,455	8,328.31	8,021.19	555,634.98	90%	498,657.98	11%
Other Revenue		1,000	741.35	451.42	4,069.67	407%	1,735.59	134%
Debt Service Fund - Total Revenues		617,455	\$ 9,069.66	\$ 8,472.61	\$ 559,704.65	91%	\$ 500,393.57	11%
Expenditures:								
Debts		592,454	-	-	160,956.61	27%	97,594.38	65%
Others (transfers)		0	-	-	-	#DIV/0!	-	#DIV/0!
Debt Service Fund - Total Expenditures		592,454	\$ -	\$ -	\$ 160,956.61	27%	\$ 97,594.38	39%
Revenues over Expenditures		25,001	9,069.66	8,472.61	398,748.04		402,799.19	
Beginning Balance:					703,909.00			
Ending Balance:					1,102,657.04			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



CITY OF LA MARQUE
Budget vs. Actual
April 2017

HOT Fund		April	April	Year To Date	Benchmark	Year To Date	Change
Revenues:		FY 2017	FY 2016	FY 2017	58%	FY 2016	%
Budget							
Occupancy Tax Collected	100,000	5,934.85	20,638.36	54,223.73	54%	43,589.85	24%
Other Revenue	500	543.04	276.15	3,286.07	657%	1,195.39	175%
HOT Fund - Total Revenues	100,500	6,477.89	20,914.51	57,509.80	57%	44,785.24	22%
Expenditures:		April	April	Year To Date	Benchmark	Year To Date	Change
Budget		FY 2017	FY 2016	FY 2017	58%	FY 2016	%
Interconnect Transit System	40,000	4,843.34	3,333.33	14,529.92	36.32%	19,999.98	-27%
PROFESSIONAL FEES	50,000	-	-	6,900.00	13.80%	-	#DIV/0!
Promotional within CLM	3,000	-	-	-	0.00%	-	#DIV/0!
BAYOU FEST	109,079	-	-	76,803.19	70.41%	26,548.05	189%
CHRISTMAS EVENT	61,887	-	-	16,433.86	26.55%	5,767.61	185%
MWL-SPONSORSHIP	15,000	-	-	15,000.00	100.00%	-	#DIV/0!
COLM PROMOTIONS	3,305	-	-	3,305.00	100.00%	-	#DIV/0!
CITY PROMOTION - TC-LM C OF C	25,000	-	25,000.00	25,000.00	100.00%	25,000.00	0%
Transfer Out - General Fund							
	307,271	\$ 4,843.34	\$ 28,333.33	\$ 157,971.97	51.41%	\$ 77,315.64	51%
	(206,771)	1,634.55	(7,418.82)	(100,462.17)		(32,530.40)	
Beginning Fund Balance:				627,439.00			
Ending Fund Balance:				526,976.83			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



CITY OF LA MARQUE
Cash and Investments
As of 4/30/17

Funds	Amounts
General Fund	6,524,994.89
Utility Fund	10,304,740.92
Utility Restricted Investment	268,889.44
Westside Construction Fund	28,088.75
Equipment Replacement Fund	147,644.93
Library Fund	3,822.14
PD Child Outreach Program	6,228.39
Hotel Motel Fund	576,826.20
Drug Seizure Fund	47,812.71
Home Program Grant	38,552.46
Debt Service Fund	1,102,715.60
Utility Debt Service Fund	0.00
PID Funds	9,267.62
EDC	5,742,142.41
Equipment Maintenance Fund	33,574.28
CDBG Grant	0.00
CDBG Disaster	0.00
2005 CO Capital Projects	118,919.16
2007 CO Capital Projects	673,491.22
2016 CO Capital Projects	2,464,079.61
Section 8 Housing Grant	136,044.45
Sanitation	451,006.05
Disasters Fund	300.00
Parks Fund	32,450.85
Court Technology	43,689.59
Court Security	81,523.32
Child Safety	44,344.96
LEOSE Training Fund	19,426.72
Health Reimbursement Account	(1,294.00)
Clean City Fund	40,076.39
PEG	69,574.53
Donations Fund	153,504.46
Cemetery Fund	21,718.21
Fire Reserve	81,616.37
Library Grants Fund	2,200.84
Capital Improvements	324,812.03
Risk Management Fund	44,150.45
	29,636,935.95

*Note-Cash and investments excluded amounts held in GCWA



FINANCIAL HIGHLIGHTS

April 30, 2017

GENERAL FUND

REVENUES (Overall increased by 11%)

- Property taxes increased by 10%.
- Sales tax declined by 2%.
- Franchise increased by 12% mainly due to:
 - Electricity increased from \$221,458 to \$238,318.
 - CenterPoint increased from \$33,030 to \$35,363.
 - Reliant increased from \$3,539 to \$7,629.
 - Cable declined from \$50,064 to \$49,048.
- Gulf Greyhound Parks admission fees decreased from \$3,554 to \$674 this year.
- Licenses and permits revenues increased from \$487,522 to \$857,234. Excluding the one-time pipeline permit, licenses and permits increased by 22% from last year.
 - Pipeline permits-the City received \$264,015 from HSC current year.
 - Building permits first time current fiscal year showed a decrease from \$192,514 to \$176,038.
 - Plan review fees increased from \$14,655 to \$31,104.
 - Plat fees increased from \$1,036 to \$3,509.
 - Coin operated machines increased from \$253,330 to \$393,606.
 - Plumbing permits declined from \$13,739 to \$9,994.
 - Electrical permits declined from \$13,804 to \$5,025,
 - Mechanical permits declined from \$5,536 to \$2,396.
- Fines and forfeitures declined 6% or \$29,773 from \$484,991 to \$455,218.
- Fire and ambulance service revenues increased by 24%.
 - Ambulance services increased from \$203,366 to \$249,549.
 - Fire code plan review increased from \$1,710 to \$9,720.
 - Fire code inspection increased from \$3,650 to \$9,615.
- Interest revenue increased from \$9,042 to \$28,306.



FINANCIAL HIGHLIGHTS

April 30, 2017

- Miscellaneous revenues increased from \$2,271 to \$5,902 mainly due to rebates from Buyboard and Citi Bank.

EXPENDITURES (Overall increased by 4%)

Highlights contributing increase include the following:

- Development Services increased from \$190,842 to \$296,299 mainly due to personnel related cost and mowing (increased from \$3,400 to \$49,878).
- City Clerk increased by 27% mainly due to legal advertising and personnel.
- IT increased by 77% mainly due to personnel and purchase of voice recording system (\$29,386).
- Fund expenditure increased 26% mainly due to transfer out to Capital Projects Fund for demolition, drainage, streets maintenance, and police projects as approved by Council through budget process.

UTILITY FUND

Revenues overall increased by 12%.

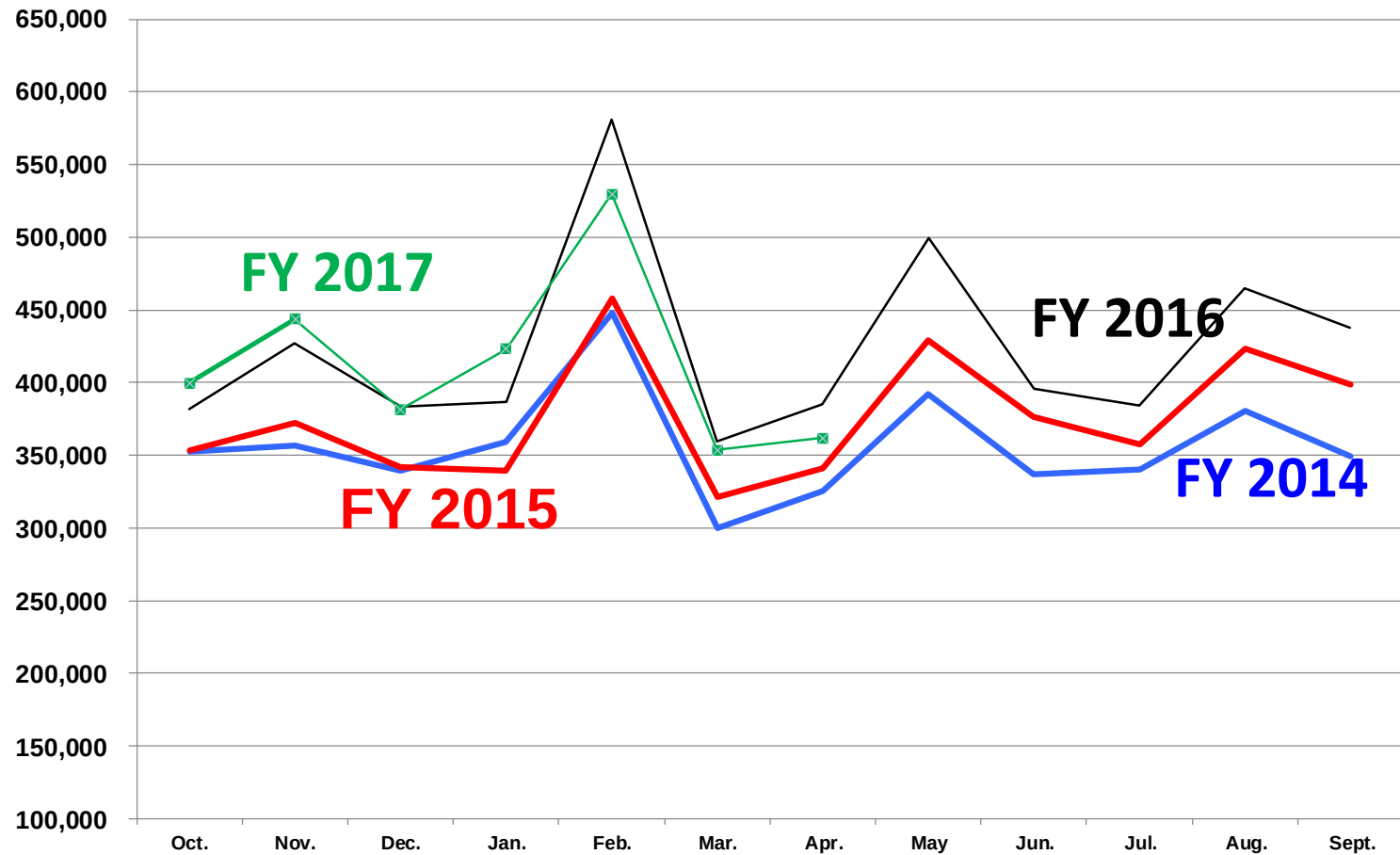
- Investment interest increased from \$9,652 to \$27,420.
- Discharge agreement increased slightly from \$124,139 to \$128,965.
- During March, we received lease proceeds of \$278,860 to purchase water meters (\$200,000); Jet machine (\$49,975.15); Vacuum truck equipment and supply (\$28,884.87). All items have been approved by Council including the financing plan.

Expenses overall increased by 18%:

- Debt increased from \$30,439 to \$76,830 due to issuance of 2016 CO for capital.
- Utility 21: April year to date expenditure increased by 29% mainly due to personnel related.
- Utility 22: April year to date increased by 38% mainly due to purchase of meters (\$29,827.50); and purchase of new jet machine (\$49,975.15).



SALES TAX REVENUES





SALES TAX COLLECTIONS

	2013-14	2014-15	2015-16	2016-17	Variance	% Change
Oct	352,526	353,446	382,100	399,923	17,823	5
Nov	357,165	372,772	427,185	443,698	16,513	4
Dec	339,503	341,659	383,466	381,766	(1,699)	0
Jan	359,397	339,457	386,841	423,367	36,526	9
Feb	448,418	458,158	581,276	529,986	(51,290)	(9)
Mar	299,908	321,205	359,310	353,761	(5,549)	(2)
Apr	325,346	340,790	385,191	361,873	(23,318)	(6)
May	392,219	429,148	499,495			
Jun	336,816	376,517	395,553			
Jul	340,341	357,680	384,375			
Aug	380,637	423,549	464,888			
Sept	<u>349,540</u>	<u>398,631</u>	<u>437,586</u>			
Total	<u>\$4,281,816</u>	<u>\$4,513,052</u>	<u>\$5,087,267</u>	<u>2,894,374</u>	<u>(\$10,995)</u>	<u>(0.38)</u>

Pay Type -		Overtime		Pay Type History Report					
Fund Number -		1 GENERAL FUND		Department Number - 2 FINANCE/ACCOUNTING/TAX		Program Number -		FINANCE/ACCOUNTING/TAX	
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed	
20126	MYSTY NAUCK	04/28/17	71188	5.50			162.93		
Total for Employee				5.50			162.93		
20125	OVELIA VASQUEZ	04/14/17	71070	1.75		N	31.50	0210402100	
Total for Employee				1.75			31.50		
Total for Program - FINANCE/ACCOUNTING/TAX				7.25			194.43		
Total for Department - 2 FINANCE/ACCOUNTING/TAX				7.25			194.43		
20128	SUSSIE SUTTON	04/14/17	71075	2.50		N	63.10		
Total for Employee				2.50			63.10		
Total for Program - DEVELOPMENTAL SERVICES				2.50			63.10		
Total for Department - 3 DEVELOPMENTAL SERVICES				2.50			63.10		
40128	SHEILA MAYA	04/14/17	71082	1.00		N	17.25		
40128	SHEILA MAYA	04/14/17	71082	11.00		N	189.75	0110400500	
Total for Employee				12.00			207.00		
40130	DANIELLE MCMANUS	04/14/17	71084	4.00			69.00		
40130	DANIELLE MCMANUS	04/28/17	71199	.50			8.63		
Total for Employee				4.50			77.63		
40129	CONNIE PELZER	04/28/17	71198	.75		N	24.33		
Total for Employee				.75			24.33		
Total for Program - JUDICIAL				17.25			308.96		
Total for Department - 4 JUDICIAL				17.25			308.96		
50186	EVELYN ARREDONDO	04/14/17	71103	6.00			238.03		
50186	EVELYN ARREDONDO	04/28/17	71218	11.00			436.39		
Total for Employee				17.00			674.42		
50163	ANDREW BEST	04/14/17	71099	4.00			166.87		
50163	ANDREW BEST	04/28/17	71214	19.00			796.12		
Total for Employee				23.00			962.99		
50226	KEENA BONILLA	04/14/17	71122	.50			15.68		

praptrp2 City of La Marque
 Pay Type - O Overtime
 Fund Number - 1 GENERAL FUND

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 Pay Type History Report

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Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Employee				.50			15.68	
50191	DASHIELL CANTU	04/14/17	71107	7.00		N	258.77	
Total for Employee				7.00			258.77	
50148	TINA CRAWFORD	04/14/17	71093	45.50			1,457.96	
50148	TINA CRAWFORD	04/28/17	71208	20.00			640.86	
Total for Employee				65.50			2,098.82	
50202	MATTHEW CYPERT	04/14/17	71113	2.75			94.07	
Total for Employee				2.75			94.07	
50139	RICHARD GARCIA	04/28/17	71205	12.00			691.36	
Total for Employee				12.00			691.36	
50176	JESSE GUZMAN	04/14/17	71102	.50			19.69	
50176	JESSE GUZMAN	04/28/17	71217	2.75			105.93	
Total for Employee				3.25			125.62	
50204	KENNETH HERNANDEZ	04/14/17	71115	13.75			488.21	
Total for Employee				13.75			488.21	
50192	RICHARD HERNANDEZ	04/28/17	71223	12.00			447.86	
Total for Employee				12.00			447.86	
50187	JOSHUA HUMAN	04/14/17	71104	1.50			69.48	
50187	JOSHUA HUMAN	04/28/17	71219	32.25			1,542.97	
Total for Employee				33.75			1,612.45	
50205	KELLIE LADD	04/14/17	71116	8.00			273.84	
50205	KELLIE LADD	04/28/17	71231	28.00		N	959.28	
Total for Employee				36.00			1,233.12	
50188	DANIEL O'CONNOR	04/14/17	71105	1.75			63.16	
50188	DANIEL O'CONNOR	04/28/17	71220	13.00			472.13	
Total for Employee				14.75			535.29	
50190	NICOLE PERALES	04/14/17	71106	5.00		N	197.78	
Total for Employee				5.00			197.78	
50154	TIAWANNA PORTER	04/14/17	71096	3.50			101.60	
50154	TIAWANNA PORTER	04/28/17	71211	16.00			465.77	
Total for Employee				19.50			567.37	
50165	SHELBY SAMUELSON	04/14/17	71100	4.50			219.77	
50165	SHELBY SAMUELSON	04/28/17	71215	11.75			573.83	
Total for Employee				16.25			793.60	

praptrp2 City of La Marque
 Pay Type - 0 Overtime
 Fund Number - 1 GENERAL FUND

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 Pay Type History Report

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Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50196	JOSE SANTOS	04/14/17	71110	16.50			621.23	
50196	JOSE SANTOS	04/28/17	71225	14.00			510.91	
Total for Employee				30.50			1,132.14	
50214	AARON SKAGGS	04/28/17	71232	12.00			376.40	
Total for Employee				12.00			376.40	
50197	BRITTANY SMITH	04/28/17	71226	2.75			95.63	
Total for Employee				2.75			95.63	
50145	HARVEY WALTON	04/14/17	71092	8.50			387.87	
50145	HARVEY WALTON	04/28/17	71207	2.50			114.08	
Total for Employee				11.00			501.95	
Total for Program - POLICE				338.25			12,903.53	
Total for Department - 5 POLICE				338.25			12,903.53	
60092	MICHAEL BILLIOTT	04/14/17	71127	12.00			397.03	
60092	MICHAEL BILLIOTT	04/28/17	71243	43.00			1,437.25	
Total for Employee				55.00			1,834.28	
60117	MICHAEL CARLSON	04/28/17	71248	2.00			83.18	
Total for Employee				2.00			83.18	
60124	JASON CROCKOM	04/14/17	71136	5.00			129.78	
60124	JASON CROCKOM	04/28/17	71252	12.00		N	331.38	
Total for Employee				17.00			461.16	
60077	JOSE GONZALEZ	04/28/17	71241	29.00			1,134.83	
Total for Employee				29.00			1,134.83	
60115	ZACHERY HON	04/14/17	71131	24.00			889.24	
Total for Employee				24.00			889.24	
60130	CHASITY PORTER	04/14/17	71141	12.00			344.77	
Total for Employee				12.00			344.77	
60097	WILLIAM REED	04/28/17	71244	6.00		N	259.93	
Total for Employee				6.00			259.93	
60119	TONY WRIGHT	04/14/17	71133	6.00			168.62	
Total for Employee				6.00			168.62	
Total for Program - FIRE				151.00			5,176.01	

praptrp2 City of La Marque
 Pay Type - 0 Overtime
 Fund Number - 1 GENERAL FUND

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 Pay Type History Report

04/30/17 21:06

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Department Number - 6 FIRE Program Number - FIRE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Department - 6 FIRE				151.00			5,176.01	
120155	CHRISTOPHER BIVENS	04/14/17	71153	3.50		N	62.75	
120155	CHRISTOPHER BIVENS	04/28/17	71269	2.00			35.86	
Total for Employee				5.50			98.61	
120134	DENNIS HENDERSON	04/28/17	71267	2.65			56.64	
Total for Employee				2.65			56.64	
210141	VENISHA HENDERSON	04/28/17	71272	2.50			54.70	
Total for Employee				2.50			54.70	
120120	JOSEPH MOSE	04/14/17	71150	1.50			36.70	
Total for Employee				1.50			36.70	
120154	ROY ROBINSON	04/28/17	71268	2.00			35.86	
Total for Employee				2.00			35.86	
100016	NORMAN SCHLOTTER	04/28/17	71264	2.00			39.72	
Total for Employee				2.00			39.72	
120157	JARED WILSON	04/14/17	71154	7.75		N	138.94	
120157	JARED WILSON	04/28/17	71270	1.00			17.93	
Total for Employee				8.75			156.87	
Total for Program - PUBLIC SERVICES				24.90			479.10	
Total for Department - 12 PUBLIC SERVICES				24.90			479.10	
Total for Fund - 1 GENERAL FUND				541.15			19,125.13	
220135	ERNEST DICKEY	04/14/17	71165	2.00			35.86	
220135	ERNEST DICKEY	04/28/17	71282	7.97			142.89	
Total for Employee				9.97			178.75	
220102	RODNEY GAMBLE	04/14/17	71162	1.25			31.13	
220102	RODNEY GAMBLE	04/28/17	71279	6.00			149.40	
Total for Employee				7.25			180.53	
220143	RYAN JONES	04/14/17	71169	12.25		N	219.62	
220143	RYAN JONES	04/28/17	71286	19.15			343.32	
Total for Employee				31.40			562.94	

Pay Type - 0 Overtime		Pay Type History Report							
Fund Number - 2 UTILITY FUND		Department Number - 22 UTILITY LINE MAINTENANCE		Program Number - UTILITY LINE MAINTENANCE					
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed	
220141	JASON MOSES	04/14/17	71167	1.25			22.41		
Total for Employee				1.25			22.41		
220142	APOLINAR RESENDEZ	04/14/17	71168	11.75		N	210.65		
220142	APOLINAR RESENDEZ	04/28/17	71285	7.90			141.63		
Total for Employee				19.65			352.28		
240134	BRADLEY SPEIGHTS	04/14/17	71171	3.00			53.78		
240134	BRADLEY SPEIGHTS	04/28/17	71288	36.00			645.30		
Total for Employee				39.00			699.08		
Total for Program - UTILITY LINE MAINTENANCE				108.52			1,995.99		
Total for Department - 22 UTILITY LINE MAINTENANCE				108.52			1,995.99		
240131	PAUL BERNARD	04/28/17	71294	.50			10.50		
Total for Employee				.50			10.50		
240123	VALENTIN GARCIA	04/28/17	71292	8.00			166.07		
Total for Employee				8.00			166.07		
120152	SHANE IRISH	04/28/17	71290	8.00			143.71		
Total for Employee				8.00			143.71		
240101	RONALD REED	04/28/17	71291	3.50			90.23		
Total for Employee				3.50			90.23		
240132	MARTIN SAUCEDO	04/28/17	71295	2.00			33.30		
Total for Employee				2.00			33.30		
240133	RICHARD WEGMANN	04/28/17	71296	1.50			26.93		
Total for Employee				1.50			26.93		
Total for Program - WATER AND WASTEWATER OPER				23.50			470.74		
Total for Department - 24 WATER AND WASTEWATER OPER				23.50			470.74		
Total for Fund - 2 UTILITY FUND				132.02			2,466.73		
Total for Pay Type - 0 Overtime				673.17			21,591.86		
Grand Totals -				673.17			21,591.86		

praptrp2 City of La Marque
Pay Type - MO Mid Overtime
Fund Number - 1 GENERAL FUND

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Pay Type History Report

04/30/17 21:06

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Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50193	TROY ANDERS	04/14/17	71109	11.75			420.73	
50193	TROY ANDERS	04/28/17	71224	5.75			206.75	
Total for Employee				17.50			627.48	
50163	ANDREW BEST	04/14/17	71099	1.50			62.57	
Total for Employee				1.50			62.57	
50191	DASHIELL CANTU	04/28/17	71222	24.50			903.09	
Total for Employee				24.50			903.09	
50160	FORREST GANDY	04/14/17	71097	12.00			612.13	
50160	FORREST GANDY	04/28/17	71212	16.00			816.17	
Total for Employee				28.00			1,428.30	
50204	KENNETH HERNANDEZ	04/28/17	71230	25.50			884.38	
Total for Employee				25.50			884.38	
50223	HAILEY MONCKTON	04/28/17	71236	12.00		N	397.73	
Total for Employee				12.00			397.73	
50190	NICOLE PERALES	04/14/17	71106	21.50		N	850.43	
Total for Employee				21.50			850.43	
Total for Program - POLICE				130.50			5,153.98	
Total for Department - 5 POLICE				130.50			5,153.98	
Total for Fund - 1 GENERAL FUND				130.50			5,153.98	
Total for Pay Type - MO Mid Overtime				130.50			5,153.98	
Grand Totals -				130.50			5,153.98	

Municipal Operations & Consulting, Inc.

Total Expenses Per Line Item

02 4040 24 00	\$27,571.73
02 3010 24 00	\$20,178.20
02 3011 24 00	\$5,513.50
02 3012 24 00	\$17,937.79
	<u>\$71,201.22</u>

Itemized Invoice for February 2017

Operations/Administration Fees

02 4040 24 00 \$9,793.77

Repairs & Maint - WWTP

02 3010 24 00 \$3,822.32

Repairs & Maint - Wells

02 3011 24 00 \$328.50

Repairs & Maint - Lift Station

02 3012 24 00 \$4,132.50

\$18,077.09

Itemized Invoice for March 2017

Operations/Administration Fees

02 4040 24 00 \$9,020.46

Repairs & Maint - WWTP

02 3010 24 00 \$10,827.38

Repairs & Maint - Wells

02 3011 24 00 \$1,566.50

Repairs & Maint - Lift Station

02 3012 24 00 \$4,963.59

\$26,437.93

Itemized Invoice for April 2017

Operations/Administration Fees

02 4040 24 00 \$8,757.50

Repairs & Maint - WWTP

02 3010 24 00 \$5,468.50

Repairs & Maint - Wells

02 3011 24 00 \$3,618.50

Repairs & Maint - Lift Station

02 3012 24 00 \$8,841.70

\$26,686.20

BOOK KEEPER INVOICE LOG -City of La Marque**February 2017**

INV. DATE	INVOICE #	VENDOR	SERVICE/ MDSE.	AMOUNT
4/27/17	645	Municipal Operations	District Operations	\$ 17,627.08
2/28/17	14235	G-M Inspection Services	Repairs and Maintenance	\$ 450.00

2/14 - 2/28

MUNICIPAL OPERATIONS & CONSULTING, INC.

27316 SPECTRUM WAY
OAK RIDGE, TX 77385
281-367-5511

1825 N MASON RD
KATY, TX 77449
281-347-8686

INVOICE

Date: April 27, 2017

Invoice #: 645

To: The City of La Marque

Billing Period: February, 2017

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
Feb		<u>Operations</u>					
		Basic Monthly Fees:					
		Sewage Treatment Plant, Water Treatment Plant and Lift Station					\$ 7,800.00
		Door Tags		0	\$ 10.00		\$ -
		Total Operations					\$ 7,800.00
		<u>Administration</u>					
		Postage					\$ -
		Facsimiles (Cust./TCEQ/Egn./billing)		0	\$ 2.00		\$ -
		Copies (Cust./TCEQ/Egn./billing)		0	\$ 0.15		\$ -
2/14		Met with Public Works director and city manager to discuss MOC responsibilities and contract.	Officer Truck	3 3	\$ 125.00 \$ 18.00	\$ 375.00 \$ 54.00	\$ 429.00
2/14		Met with Public Works director and city manager to discuss contract and scope of work. Sent TCEQ signatory forms via mail.	Compliance Assistant Fee	5.5	\$ 60.00	\$ 330.00 \$ 28.55	\$ 358.55
2/15		Faxed and sent SSO report.	Compliance Assistant OT	1	\$ 90.00	\$ 90.00	\$ 90.00
2/21		Prepared and sent to unauthorized discharge reports to TCEQ.	Compliance Assistant	1	\$ 60.00	\$ 60.00	
		Faxed Region 12 and mailed to TCEQ Austin.	Compliance Assistant OT Fee	0.5	\$ 90.00	\$ 45.00 \$ 7.22	\$ 112.22
		Total Administration					\$ 989.77

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/14		<u>Water Treatment Plant</u>					
		Scada shown low level GST GCWA valve not open went out and manually opened valve and reset.	Foreman	2	\$ 55.00	\$ 110.00	
			Truck	2	\$ 18.00	\$ 36.00	\$ 146.00
2/22		Went out with contractor to test well register and flow.	Foreman	2.5	\$ 55.00	\$ 137.50	
			Truck	2.5	\$ 18.00	\$ 45.00	\$ 182.50
		Total Water Treatment Plant				\$ 328.50	
		<u>Inspections</u>					
		Residential sewer tap inspection		0	\$ 50.00		\$ -
		Commercial sewer tap inspection		0	\$ 100.00		\$ -
		Pre Lot inspection		0	\$ 40.00		\$ -
		Post Lot inspection		0	\$ 40.00		\$ -
		Customer service inspection		0	\$ 60.00		\$ -
		Commercial Customer service inspection		0	\$ 100.00		\$ -
		Total Inspections				\$ -	
2/8		<u>Sewer Treatment Plant</u>					
		Met board member, Public Works director, and staff at facility. Got a handle on situations and operations.	Foreman	3.5	\$ 55.00	\$ 192.50	
			Truck	3.5	\$ 18.00	\$ 63.00	\$ 255.50
2/8		Walkthrough facility, and 3 offside lift stations, troubleshot problems and made necessary adjustments.	Compliance Assistant	3	\$ 60.00	\$ 180.00	
			Compliance Asst. OT	0.5	\$ 90.00	\$ 48.60	
			Truck	3.5	\$ 18.00	\$ 63.72	\$ 292.32
2/17		Reviewed documents at facility, got an action plan together	Compliance Assistant	8	\$ 60.00	\$ 480.00	
		and made necessary phone calls to schedule contractors.	Compliance Assistant OT	2	\$ 90.00	\$ 180.00	
		Drove district looks for SSO and to look into manholes along Bayou to make sure there was no blockage.	Truck	10	\$ 18.00	\$ 180.00	\$ 840.00
2/20		Monitored rain flow, made adjustments at facilities to maintain peak flow.	Foreman	3	\$ 55.00	\$ 165.00	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	4	\$ 18.00	\$ 72.00	\$ 319.50

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/22		Met with Public Works director regarding work at facility; along with an SSO on the force main that needs to be repaired. Talked with him about Gulf Coast Water Authority problems and accountability issues in the City.	Compliance Assistant	5.5	\$ 60.00	\$ 330.00	\$ 429.00
			Truck	5.5	\$ 18.00	\$ 99.00	
2/22		Contacted contractor regarding plant #2 draining issue.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50
			Truck	2.5	\$ 18.00	\$ 45.00	
2/22		Met contractor and assisted with installation of 2 regulators at STP.	Foreman	2	\$ 55.00	\$ 110.00	\$ 246.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3	\$ 18.00	\$ 54.00	
2/23		Met contractor regarding aeration clean out. Set up bypass pump incase of heavy rain event while aeration 1 is down.	Compliance Assistant	5	\$ 60.00	\$ 300.00	\$ 390.00
			Truck	5	\$ 18.00	\$ 90.00	
2/23		Met with contractor to empty aeration #2.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
2/24		Tested pump.	Foreman	4.5	\$ 55.00	\$ 247.50	\$ 328.50
			Truck	4.5	\$ 18.00	\$ 81.00	
2/27		Multiple discussions with C & R Wastewater regarding aeration basin removal and cleaning out protocol of basin.	Officer	3	\$ 125.00	\$ 375.00	\$ 429.00
			Truck	3	\$ 18.00	\$ 54.00	
		Total Sewer Plant			\$	3,822.32	
		<u>Lift Station</u>					
2/9		Investigated problem with pump and did walkthrough.	Compliance As	6	\$ 60.00	\$ 360.00	\$ 607.00
		Purchased chemicals for facility use; DPD free Ammonia	Truck	6	\$ 18.00	\$ 108.00	
			Materials			\$ 139.00	
2/13		Malfunctioning bubbler system; pumps not pumping on auto. Made adjustments and monitored pumping cycles.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
2/13		Pumped down sewer and pulled pumps to remove rags.	Foreman	4.5	\$ 55.00	\$ 247.50	\$ 328.50
			Truck	4.5	\$ 18.00	\$ 81.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/14		Pumps not lifting sewer, guard rail broken by the City crew during maintenance. Rent pump to create bypass to pump sewer. LS now running on emergency pump.	Foreman	7	\$ 55.00	\$ 385.00	\$ 611.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	8	\$ 18.00	\$ 144.00	
2/14		Met contractor to bottom clean facility.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
2/14		Pumped down sewer and repaired guard rail for pump #2.	Foreman	8	\$ 55.00	\$ 440.00	\$ 584.00
2/15		Installed pump #2. Contacted electrical contractor.	Truck	8	\$ 18.00	\$ 144.00	
2/17		Hathaway LS running overtime, but not pumping sewer, rags in the pump, took down pump, and removed rags. Changed drive belt, cover, and reprimed pump. Now normal.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
2/21		Facility not running or pumping; backwashed, and reset pumps. Pumped down sewer.	Foreman	5	\$ 55.00	\$ 275.00	\$ 465.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	6	\$ 18.00	\$ 108.00	
2/23		High level wet well; pumps not working. Bubbler system failed, reset, backwashed pumps. Checked bubbler air feed.	Foreman	2	\$ 55.00	\$ 110.00	\$ 246.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3	\$ 18.00	\$ 54.00	
2/23		Monitored force main repairs at Oaks and Shady Ln. Isolated LS at Hwy 3 and Cedar and Shady Ln. LS. Monitored we wells at lift stations.	Foreman	2	\$ 55.00	\$ 110.00	\$ 146.00
			Truck	2	\$ 18.00	\$ 36.00	
		Total Lift Station				\$ 3,682.50	
		<u>Sewer Collection System</u>					
Feb		Grease Trap Inspections		0	\$ 60.00		\$ -
2/15	Main St & Oleander	Located empty manhole; called in vector to clear blockage.	Foreman	2	\$ 55.00	\$ 110.00	\$ 146.00
			Truck	2	\$ 18.00	\$ 36.00	
2/16	Main St & Little St.	Investigated reported sewer back up; jetted manhole.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/16	FM 2004 & FM 1765 at Valero	Investigated reported storm sewer back up; no issue.	Foreman OT	2	\$ 82.50	\$ 165.00	\$ 201.00
			Truck	2	\$ 18.00	\$ 36.00	
2/20	Oak & Hathaway	Investigated reported storm sewer backup; no issue.	Foreman	2	\$ 55.00	\$ 110.00	\$ 146.00
			Truck	2	\$ 18.00	\$ 36.00	
2/20	Scoot & Bayou	Investigated reported sewer back up; charged manholes.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
		Total Sewer Collection System				\$ 1,004.00	
		INVOICE TOTAL				\$	17,627.08



G-M Inspection Services, INC.

P. O. Box 690309
Houston, Texas 77269-0309

Invoice

Date	Invoice #
2/28/2017	14235

Bill To
Municipal Operators & Consulting Attn: Accounts Payable P. O. Box 1689 Spring, Texas 77383-1689

Ship To
City of La Marque Well #1 & #2 Test Date 02/21/17

P.O. No.	Terms
	Net 30 Days

Item	Quan...	Description	Rate	Amount
6020	2	Furnish technician and equipment to complete meter accuracy and/or calibration certification	225.00	450.00
Phone #		E-mail	Total \$450.00	
281-894-8971		office@g-mservices.com		

BOOK KEEPER INVOICE LOG -City of La Marque**March 2017**

INV. DATE	INVOICE #	VENDOR	SERVICE/ MDSE.	AMOUNT
4/27/17	646	Municipal Operations	District Operations	\$ 26,437.93

3/1 - 3/30

MUNICIPAL OPERATIONS & CONSULTING, INC.

27316 SPECTRUM WAY
OAK RIDGE, TX 77385
281-367-5511

1825 N MASON RD
KATY, TX 77449
281-347-8686

INVOICE

Date: April 27, 2017
To: The City of La Marque

Invoice #: 646

Billing Period: March, 2017

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
Mar		<u>Operations</u>					
		Basic Monthly Fees:					
		Sewage Treatment Plant, Water Treatment Plant and Lift Station					\$ 7,800.00
		Door Tags		0	\$ 10.00		\$ -
		Total Operations					\$ 7,800.00
		<u>Administration</u>					
		Postage					\$ -
		Facsimiles (Cust./TCEQ/Egn./billing)		0	\$ 2.00		\$ -
		Copies (Cust./TCEQ/Egn./billing)		0	\$ 0.15		\$ -
3/6		Water use survey.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	\$ 122.50
3/14		Homeland security update.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	\$ 122.50
3/15		Rode district to sea all facilities and evaluate system and employee	Compliance Assistant	8	\$ 60.00	\$ 480.00	
		operations to determine what needs to be focus of staff training.	Compliance Assistant OT	0.5	\$ 90.00	\$ 45.00	
		Met with Public Works director to discuss issues.	Truck	8.5	\$ 18.00	\$ 153.00	
			Food			\$ 65.45	\$ 743.45
3/30		Homeland security update for water treatment plant.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	\$ 122.50
		Total Administration					\$ 1,110.95

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
		<u>Water Treatment Plant</u>					
2/27	WTP 6	Met and assisted contractor with meter certification.	Foreman	1	\$ 55.00	\$ 55.00	
			Truck	1	\$ 18.00	\$ 18.00	\$ 73.00
3/2		Picked up drip oil.	Foreman	2	\$ 55.00	\$ 110.00	
			Truck	2	\$ 18.00	\$ 36.00	\$ 146.00
3/9	WTP 5	Investigated reported low pressure; no issues.	Foreman	3	\$ 55.00	\$ 165.00	
			Truck	3	\$ 18.00	\$ 54.00	\$ 219.00
3/13		Went to interconnect sites to determine how to adjust pressure and water flow.	Compliance Ast	3	\$ 60.00	\$ 180.00	
			Truck	3	\$ 18.00	\$ 54.00	\$ 234.00
3/22	Kirby WTP	Training at Kirby water treatment plant.	Foreman	1.5	\$ 55.00	\$ 82.50	
			Truck	1.5	\$ 18.00	\$ 27.00	\$ 109.50
3/24	Kirby WTP	Manually added chemicals to archive residual.	Foreman	3.5	\$ 55.00	\$ 192.50	
			Truck	3.5	\$ 18.00	\$ 63.00	\$ 255.50
3/28	Kirby WTP	Balanced total chlorine and ammonia.	Foreman	1	\$ 55.00	\$ 55.00	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	2	\$ 18.00	\$ 36.00	\$ 173.50
3/29		Monitored residual.	Foreman	1.5	\$ 55.00	\$ 82.50	
			Truck	1.5	\$ 18.00	\$ 27.00	\$ 109.50
3/30		Emptied GST.	Foreman	2	\$ 55.00	\$ 110.00	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3	\$ 18.00	\$ 54.00	\$ 246.50
		Total Water Treatment Plant				\$ 1,566.50	
		<u>Inspections</u>					
		Residential sewer tap inspection		0	\$ 50.00		\$ -
		Commercial sewer tap inspection		0	\$ 100.00		\$ -
		Pre Lot inspection		0	\$ 40.00		\$ -
		Post Lot inspection		0	\$ 40.00		\$ -
		Customer service inspection		0	\$ 60.00		\$ -
		Commercial Customer service inspection		0	\$ 100.00		\$ -
		Total Inspections					\$ -

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
		<u>Sewer Treatment Plant</u>					
2/23		Set up pumps on-site for aeration #2 clean up.	Foreman	1	\$ 55.00	\$ 55.00	\$ 173.50
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	2	\$ 18.00	\$ 36.00	
3/1		Met and assisted contractor to plug up inform from aeration to the clarifier, pumps down clarifier below level, inserted and inflated plug.	Foreman	5.5	\$ 55.00	\$ 302.50	\$ 401.50
			Truck	5.5	\$ 18.00	\$ 99.00	
3/3		Tested phone line; not working. AT&T will repair Monday. Put in temporary phone card to autodialer. Monitored C & R progress.	Compliance Assistant	2	\$ 60.00	\$ 120.00	\$ 156.00
			Truck	2	\$ 18.00	\$ 36.00	
3/4		Purchased diesel cans and diesel for bypass pump in preparation for storms.	Compliance Assistant	0.5	\$ 60.00	\$ 30.00	\$ 113.38
			Truck	0.5	\$ 18.00	\$ 9.00	
			Materials			\$ 74.38	
3/5		Met contractor to install two automatic dollars. peak flow.	Officer	0.5	\$ 125.00	\$ 62.50	\$ 71.50
			Truck	0.5	\$ 18.00	\$ 9.00	
3/5		Rain event went out to control flow, pump down clarifier, monitor aeration and lift stations.	Foreman	8	\$ 55.00	\$ 440.00	\$ 904.25
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Compliance Assistant OT	2.5	\$ 90.00	\$ 225.00	
			Truck	11	\$ 18.00	\$ 198.00	
3/6		Rain event went out to control flow, pump down clarifier, monitor aeration and lift stations.	Foreman	8	\$ 55.00	\$ 440.00	\$ 1,950.50
			Foreman OT	5	\$ 82.50	\$ 412.50	
			Compliance Assistant OT	8	\$ 90.00	\$ 720.00	
			Truck	21	\$ 18.00	\$ 378.00	
3/6		Met assistant electrician and assisted with repair and reprogram of blower's smart meter. Blower #5 now running.	Foreman	4.5	\$ 55.00	\$ 247.50	\$ 378.75
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	5	\$ 18.00	\$ 90.00	
3/7		Met electrician to repair and reprogram blower's smart meter. Everything okay now.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 283.00
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3.5	\$ 18.00	\$ 63.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
3/6		Rain event went out to control flow, pump down clarifier, monitor aeration and lift stations.	Foreman	4.5	\$ 55.00	\$ 247.50	\$ 579.75
			Foreman OT	2.5	\$ 82.50	\$ 206.25	
			Truck	7	\$ 18.00	\$ 126.00	
3/6		Rain event went out to control flow, pump down clarifier, monitor aeration and lift stations.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
3/8		Installed autodials at 6th street lift station. Met contractor at facility along with Public Works director.	Compliance Assistant	6	\$ 60.00	\$ 360.00	\$ 468.00
			Truck	6	\$ 18.00	\$ 108.00	
3/9		Additional process control. Monitored and collected samples for lab.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 360.75
			Foreman OT	2.5	\$ 82.50	\$ 206.25	
			Truck	4	\$ 18.00	\$ 72.00	
3/9		Met with C & R to discuss plans to take down plant #1 and sludge removal.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
3/9		Additional process control. Monitored and collected samples for lab.	Foreman OT	2.5	\$ 82.50	\$ 206.25	\$ 251.25
			Truck	2.5	\$ 18.00	\$ 45.00	
3/13		Worked with contractor in regards to pump #1 replacement at lift station 15.	Officer	0.5	\$ 125.00	\$ 62.50	\$ 71.50
			Truck	0.5	\$ 18.00	\$ 9.00	
3/13		Worked at facility with staff and clerical work in office at facility.	Compliance Assistant	3	\$ 60.00	\$ 180.00	\$ 234.00
			Truck	3	\$ 18.00	\$ 54.00	
3/20		Troubleshoot electrical in blower #2, contacted contractor.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
3/20		Met with contractor regarding aeration and blower start up SCADA system start up meeting cancelled.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
3/22		Additional process control.	Foreman	3.5	\$ 55.00	\$ 192.50	\$ 255.50
			Truck	3.5	\$ 18.00	\$ 63.00	
3/22		Blower #4 tripping, cleaned and replaced filter, added oil, reset blower. Blowers show surge indicator. Contacted electrician.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
3/23		Checked on plant construction talk with contractor. Worked on office reporting and looking through records.	Compliance Assistant	3	\$ 60.00	\$ 180.00	
			Compliance Assistant OT	1.5	\$ 90.00	\$ 135.00	
			Truck	4.5	\$ 18.00	\$ 81.00	\$ 396.00
3/23		Additional process control. Monitored and collected samples for lab.	Foreman	8	\$ 55.00	\$ 440.00	
			Foreman OT	2.5	\$ 82.50	\$ 206.25	
			Truck	11	\$ 18.00	\$ 189.00	\$ 835.25
3/24		Additional process control. Monitored and collected samples for lab.	Foreman	5	\$ 55.00	\$ 275.00	
			Foreman OT	5	\$ 82.50	\$ 412.50	
			Truck	10	\$ 18.00	\$ 180.00	\$ 867.50
3/27		Replaced filter.	Foreman	2	\$ 55.00	\$ 110.00	
			Truck	2	\$ 18.00	\$ 36.00	\$ 146.00
3/27		Additional process control.	Foreman	3.5	\$ 55.00	\$ 192.50	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	4.5	\$ 18.00	\$ 81.00	\$ 356.00
3/30		Met with contractor regarding new blower start-up and fine bubble test. Investigated issues at Kirby and drained GST.	Compliance Assistant	5.5	\$ 60.00	\$ 330.00	
			Truck	5.5	\$ 18.00	\$ 99.00	\$ 429.00
3/30		Met contractor to test fine air installations in plant #2.	Foreman	2.5	\$ 55.00	\$ 137.50	
			Truck	2.5	\$ 18.00	\$ 45.00	\$ 182.50
		Total Sewer Plant			\$	10,887.38	
		<u>Lift Station</u>					
2/27		Contacted contractor to mark lines for auto dialer installation and evaluation.	Foreman	2	\$ 55.00	\$ 110.00	
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	2.5	\$ 18.00	\$ 45.00	\$ 196.25
2/28		Isolated main so contractor can make repairs on facility. Also found that the pump is not running in auto, cleaned floats, removed tags and grease from floats; now running in auto.	Foreman	2	\$ 55.00	\$ 110.00	
			Foreman OT	1.5	\$ 82.50	\$ 123.75	
			Truck	3.5	\$ 18.00	\$ 63.00	\$ 296.75

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
2/28		Pump tripping multiple times. Went out and ran pump in reverse to remove rags. Pumping amperage back to normal.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50
			Truck	2.5	\$ 18.00	\$ 45.00	
3/1		Spoke with contractor and board member concerning quote for rehab of facility.	Compliance Assistant	0.5	\$ 60.00	\$ 30.00	\$ 93.00
			Compliance Assistant OT	0.5	\$ 90.00	\$ 45.00	
			Truck	1	\$ 18.00	\$ 18.00	
3/2		Tested new autodialer at facility.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50
			Truck	2.5	\$ 18.00	\$ 45.00	
3/2		Facility running on auto; high level wet well, switched fish pumps.	Foreman	1	\$ 55.00	\$ 55.00	\$ 73.00
			Truck	1	\$ 18.00	\$ 18.00	
3/2		Call out float issues; adjusted floats on facility.	Foreman OT	4.5	\$ 82.50	\$ 371.25	\$ 452.25
			Truck	4.5	\$ 18.00	\$ 81.00	
3/3		Pumped down facility. Purchased materials to repair pump wire. Repaired guide rail system for pump #1 and 3. Now normal.	Compliance Assistant	5	\$ 60.00	\$ 300.00	\$ 414.34
			Truck	5	\$ 18.00	\$ 90.00	
			Materials			\$ 24.34	
3/3		Repaired broken guard rail and tested lift pump #2 at LS 3 and Cedar.	Foreman	6.5	\$ 55.00	\$ 357.50	\$ 524.75
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	7	\$ 18.00	\$ 126.00	
3/8		Met and assisted contractor in repairing electrical panel.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
3/8		Isolated facility to inspect sewer manholes.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 109.50
			Truck	1.5	\$ 18.00	\$ 27.00	
3/9		Pulled pump #2 and sent for repairs.	Foreman	3.5	\$ 55.00	\$ 192.50	\$ 255.50
			Truck	3.5	\$ 18.00	\$ 63.00	
3/10		Checked lift station and adjusted floats.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
3/14		Picked up lift pump and gave to electrician to re-install at Mach 45 LS.	Compliance Assistant	4	\$ 60.00	\$ 240.00	
			Truck	4	\$ 18.00	\$ 72.00	\$ 312.00
3/21		Purchased check valves. For Mach 45 LS.	Compliance Assistant	2	\$ 60.00	\$ 120.00	
			Truck	2	\$ 18.00	\$ 36.00	
			Material			\$ 935.00	\$ 1,091.00
3/29		Pumps not running on auto; cleaned floats. Now normal.	Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	0.5	\$ 18.00	\$ 9.00	\$ 50.25
3/30		Pump not running in auto; greased floats, removed rags, reprimed pump.	Foreman	3	\$ 55.00	\$ 165.00	
			Truck	3	\$ 18.00	\$ 54.00	\$ 219.00
3/30		Cleaned and adjusted floats.	Foreman	1	\$ 55.00	\$ 55.00	
			Truck	1	\$ 18.00	\$ 18.00	\$ 73.00
		Total Lift Station				\$ 4,963.59	
		<u>Sewer Collection System</u>					
March		Grease Trap Inspections		0	\$ 60.00		\$ -
3/7	Cedar	Investigated manhole flow; flow is good.	Foreman	1.5	\$ 55.00	\$ 82.50	
			Truck	1.5	\$ 18.00	\$ 27.00	\$ 109.50
		Total Sewer Collection System				\$ 109.50	
		INVOICE TOTAL				\$ 26,437.93	

BOOK KEEPER INVOICE LOG -City of La Marque**April 2017**

INV. DATE	INVOICE #	VENDOR	SERVICE/ MDSE.	AMOUNT
5/1/17	647	Municipal Operations	District Operations	\$ 15,636.45
3/25/17	52344	Source Point Solutions	Repairs and Maintenance	\$ 3,249.75
4/11/17	20785	STP Services	Repairs and Maintenance	\$ 5,500.00
4/18/17	32423	Chlorinator Maintenance	Repairs and Maintenance	\$ 2,300.00

11,049.75

4/1 - 4/30

MUNICIPAL OPERATIONS & CONSULTING, INC.

27316 SPECTRUM WAY
OAK RIDGE, TX 77385
281-367-5511

1825 N MASON RD
KATY, TX 77449
281-347-8686

INVOICE

Date: May 1, 2017

Invoice #: 647

To: The City of La Marque

Billing Period: April, 2017

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
Apr		Operations					
		Basic Monthly Fees:					
		Sewage Treatment Plant, Water Treatment Plant and Lift Station					\$ 7,800.00
		Door Tags		0	\$ 10.00		\$ -
		Total Operations					\$ 7,800.00
		Administration					
		Postage					\$ -
		Facsimiles (Cust./TCEQ/Egn./billing)		0	\$ 2.00		\$ -
		Copies (Cust./TCEQ/Egn./billing)		0	\$ 0.15		\$ -
4/3		Met with board member concerning Texas Workforce meeting for Jason Hubbell. Jason no showed.	Compliance Assistant	4	\$ 60.00	\$ 240.00	
			Truck	4	\$ 18.00	\$ 72.00	
							\$ 312.00
4/11		Prepared and submitted 1st quarter DLQOR.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
			Fees			\$ 62.00	
							\$ 184.50
4/12		Met with board member regarding reports that need to be completed.	Compliance Assistant	2	\$ 60.00	\$ 120.00	
			Truck	2	\$ 18.00	\$ 36.00	
							\$ 156.00
4/18		Updated mailing address with DMR QA coordinator and sent information to lab study.	Compliance Assistant	1	\$ 60.00	\$ 60.00	
							\$ 60.00
4/21		Prepared and submitted DMR.	Officer	0.5	\$ 125.00	\$ 62.50	
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
							\$ 122.50

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
4/21		Prepare and submit Bio-monitoring DMR.	Officer	0.5	\$ 125.00	\$ 62.50	\$ 122.50
			Compliance Assistant	1	\$ 60.00	\$ 60.00	
		Total Administration				\$ 957.50	
		Water Treatment Plant					
4/1		Spoke with Public Works director and Gulf Coast Water Authority regarding beginning the free burn. People on dialysis were notified on Wednesday and automated phone calls to be done.	Compliance Assistant	2	\$ 60.00	\$ 120.00	\$ 156.00
			Truck	2	\$ 18.00	\$ 36.00	
3/31		Emptied GST.	Foreman	0.5	\$ 55.00	\$ 27.50	\$ 36.50
			Truck	0.5	\$ 18.00	\$ 9.00	
4/3	Kirby WTP	Checked free residual and set up meeting with SCADA guys to come and make adjustments to PLC.	Compliance Assistant	2.5	\$ 60.00	\$ 150.00	\$ 195.00
			Truck	2.5	\$ 18.00	\$ 45.00	
4/3	Kirby WTP	Monitored GST level and residual.	Foreman	2	\$ 55.00	\$ 110.00	\$ 296.75
			Foreman OT	1.5	\$ 82.50	\$ 123.75	
			Truck	3.5	\$ 18.00	\$ 63.00	
4/4	Kirby WTP	Adjusted pressure to make plant run more.	Foreman	1	\$ 55.00	\$ 55.00	\$ 123.25
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	1.5	\$ 18.00	\$ 27.00	
4/5		Made adjustments on well and booster pumps to regulate PSI.	Foreman	4	\$ 55.00	\$ 220.00	\$ 292.00
			Truck	4	\$ 18.00	\$ 72.00	
4/10	Kirby WTP & 1764 WTP	Sync pressure between facilities.	Foreman	3	\$ 55.00	\$ 165.00	\$ 219.00
			Truck	3	\$ 18.00	\$ 54.00	
		Total Water Treatment Plant				\$ 1,318.50	

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
		<u>Inspections</u>					
		Residential sewer tap inspection		0	\$ 50.00		\$ -
		Commercial sewer tap inspection		0	\$ 100.00		\$ -
		Pre Lot inspection		0	\$ 40.00		\$ -
		Post Lot inspection		0	\$ 40.00		\$ -
		Customer service inspection		0	\$ 60.00		\$ -
		Commercial Customer service inspection		0	\$ 100.00		\$ -
		Total Inspections					\$ -
		<u>Sewer Treatment Plant</u>					
3/3		Scheduled installation of 18" plug for transfer line between clarifier #1 and aeration #1.	Compliance Assistant OT	0.5	\$ 90.00	\$ 45.00	
			Truck	0.5	\$ 18.00	\$ 9.00	\$ 54.00
4/5		Monitored and collected lab samples for additional process control.	Foreman	6	\$ 55.00	\$ 330.00	
			Foreman OT	2.5	\$ 82.50	\$ 206.25	
			Truck	8.5	\$ 18.00	\$ 153.00	\$ 689.25
4/7		Set in place procedures for sampling and checking on plants. Made changes to Kirby facility to get it to start pumping.	Compliance Assistant	3	\$ 60.00	\$ 180.00	
			Truck	3	\$ 18.00	\$ 54.00	\$ 234.00
4/12		Exercised bypass pump, removed plug from clarifier inflow making plant #2 read for start up.	Foreman	4	\$ 55.00	\$ 220.00	
			Foreman OT	1.5	\$ 82.50	\$ 123.75	
			Truck	5.5	\$ 18.00	\$ 99.00	\$ 442.75
4/13		Additional process control.	Foreman	2	\$ 55.00	\$ 110.00	
			Truck	2	\$ 18.00	\$ 36.00	\$ 146.00
4/14		Processed control, wasted, and monitored chlorine residual.	Foreman	3.5	\$ 55.00	\$ 192.50	
			Foreman OT	1.5	\$ 82.50	\$ 123.75	
			Truck	5	\$ 18.00	\$ 90.00	\$ 406.25
4/15		Additional process control.	Foreman	2	\$ 55.00	\$ 110.00	
			Foreman OT	1	\$ 82.50	\$ 82.50	
			Truck	3	\$ 18.00	\$ 54.00	\$ 246.50
		Total Sewer Plant					\$ 2,218.75

Date	Category	Work Description	Material / Labor Cost				Total
			Labor / Equip	Quantity	Rate	Amount	
		<u>Lift Station</u>					
4/3		Lift station reported down; pumped ragged up and tripped, high level wet well. Reversed ran the pump; removed rags, reset pump and pumped down sewer.	Foreman	3.5	\$ 55.00	\$ 192.50	
			Truck	3.5	\$ 18.00	\$ 63.00	
							\$ 255.50
4/3		Checked level to make sure all okay; all normal.	Foreman	1.5	\$ 55.00	\$ 82.50	
			Truck	1.5	\$ 18.00	\$ 27.00	
							\$ 109.50
4/6		Purchased material for facility use; red dye.	Foreman	0.5	\$ 55.00	\$ 27.50	
			Truck	0.5	\$ 18.00	\$ 9.00	
			Materials			\$ 16.45	
							\$ 52.95
4/4		Checked back on wet well level; all okay.	Foreman	5.5	\$ 55.00	\$ 302.50	
			Foreman OT	0.5	\$ 82.50	\$ 41.25	
			Truck	6	\$ 18.00	\$ 108.00	
							\$ 451.75
4/5		Investigated vandalism at 2004 LS and filed police report.	Foreman	6.5	\$ 55.00	\$ 357.50	
			Truck	6.5	\$ 18.00	\$ 117.00	
							\$ 474.50
4/6		Met and assisted contractor to repair vandalism.	Foreman	6.5	\$ 55.00	\$ 357.50	
			Truck	6.5	\$ 18.00	\$ 117.00	
							\$ 474.50
4/10		Facility reported not running; pumped down sewer, cleaned floats, adjusted check valves. Pump #1 needs to be replaced.	Foreman	4	\$ 55.00	\$ 220.00	
			Truck	4	\$ 18.00	\$ 72.00	
							\$ 292.00
4/11		Checked LS backwash pumps and clean floats.	Foreman	1.5	\$ 55.00	\$ 82.50	
			Truck	5	\$ 18.00	\$ 90.00	
							\$ 172.50
4/11		Pump #1 not pumping, went out to troubleshoot; needs to be pulled for cleaning.	Foreman	1	\$ 55.00	\$ 55.00	
			Truck	1	\$ 18.00	\$ 18.00	
							\$ 73.00
4/11		Pump not pulling sewer. Backwashed pump, now okay.	Foreman	2.5	\$ 55.00	\$ 137.50	
			Truck	2.5	\$ 18.00	\$ 45.00	
							\$ 182.50

Date	Category	Work Description	Material / Labor Cost				Total	
			Labor / Equip	Quantity	Rate	Amount		
4/11	Volney WTP	Pump #2 wires burnt. Went out and pulled pump for repairs.	Foreman	3	\$ 55.00	\$ 165.00	\$ 269.25	
			Foreman OT	0.5	\$ 82.50	\$ 41.25		
			Truck	3.5	\$ 18.00	\$ 63.00		
4/12		Facility not running; worked on pump and cleaned floats at Volney LS.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 182.50	
			Truck	2.5	\$ 18.00	\$ 45.00		
4/11		Respond to high level wet well. Backwashed and pump down sewer and monitor sewer level.	Foreman	2.5	\$ 55.00	\$ 137.50	\$ 241.75	
			Foreman OT	0.5	\$ 82.50	\$ 41.25		
			Truck	3.5	\$ 18.00	\$ 63.00		
4/15		Picked up lift pump and gave to electrician to re-install at Volney LS.	Foreman	1.5	\$ 55.00	\$ 82.50	\$ 169.50	
			Truck	1.5	\$ 18.00	\$ 27.00		
			Total Lift Station			\$	3,341.70	
			<u>Sewer Collection System</u>					
			Total Sewer Collection System			\$	--	
			INVOICE TOTAL					\$ 15,636.45



SOURCE POINT SOLUTIONS[®], LLC.
"Utility Inspection, Imaging and Resources"

INVOICE

DATE
3/25/2017

INVOICE NUMBER
52344

****NEW MAILING ADDRESS: REMIT PAYMENT TO P.O. BOX 280, TOMBALL, TX 77377-0280****

BILL TO:

Municipal Operations & Consulting, Inc. - Spring
PO Box 1689
Spring, Texas 77383-1689

REFERENCE:

City of La Marque
City of La Marque WWTP

Pipe Plug Installation and Purchase

2611 Woodland St

TCEQ TRANSPORTER # 22479

PO NO.: 2198

TERMS: Net 30

REP: JS

MAIL DATE: 3/25/2017

Service Date	Item	Service Detail	Unit	Price	Amount
3/1/2017	1501	Pipe Plug Installation (2 man crew)	4.5	\$93.50	\$420.75
3/24/2017	1504	Pipe Plug Purchase - 18" x 24" w/ air lead	1.0	\$2829.00	\$2829.00

PAID
3/25/2017

BT *****

Disposal Manifests:

Thank you for your business

Tax Rate

SubTotal	\$3,249.75
Sales Tax	\$0.00
TOTAL	\$3,249.75

Now Accepting MasterCard, Visa & American Express - A 4.35% processing fee will be added to all credit card purchases.

PLEASE REMIT PAYMENT TO:

P.O. BOX 280 • TOMBALL, TEXAS • 77377-0280 • TEL 281-370-9135 • FAX 281-370-5205

STP Services
P.O Box 24724
Houston, TX 77229
(713) 672-1447
STPServices@aol.com
TECL 19674

Invoice

Date	04/11/17
Invoice No.	20785
P.O.	2057
Location	LS #15

Bill To
City of La Marque C/O Municipal Operation & Con 27316 Spectrum Way Oak Ridge, TX 77385

Description	Quantity	Price	Amount
Job done 3/31/17 Repaired Flygt 3152, 20 HP Lift Station Pump #1, including bearings, seals, rewinding motor, balance shaft and machine work, tested		5,500.00	5,500.00
RECEIVED APR 20 2017 BY:			

Regulated by the Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
Phone Number 1-800-803-9202, (512) 463-6599

Total	\$5,500.00
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CHLORINATOR MAINT.CO.,INC.

P. O. Box 1313
PASADENA, TEXAS 77501
phone (713) 472-1201
fax (713) 472-7717

INVOICE

DATE	INVOICE #
4/18/2017	32423

BILL TO
Municipal Operation Co. P. O. Box 1689 Accounts Payable Spring, Texas 77383

SHIP TO
City of LaMarque Cameron 832-797-2170 4/18/17

P.O. NO.	TERMS	SHIP VIA	PLUS TAX	TAX EXEMPT	TAXES DIRECT
3823		Our service			

QTY	ITEM	DESCRIPTION	PRICE	AMOUNT
1	Sta-Rite	1 HPS20E w/control panel installed at site	1,500.00	1,500.00
1	Rotameter	New Superior meter Panel 100 ppd installed at site	800.00	800.00
		Total \$2,300.00		
		Tax Exempt		
		Thanks for the Order		
RECEIVED APR 27 2017 BY: It's been a pleasure working with you!				
			Total	\$2,300.00