



1111 Bayou
La Marque, Texas 77568
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 Mc Auliffe- District D

OFFICIALLY POSTED ON THE
WEB:
DATE: **9.8.2017** TIME: **4:00 p.m.**

ORDINANCE NO. O-2017-0019
RESOLUTION NO. R-2017-0022

CITY OF LA MARQUE
REGULAR CITY COUNCIL MEETING
AGENDA

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular City Council Meeting on Monday, September 11, 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. Proclamation - D'Feet Breast Cancer (October Breast Cancer Awareness)
- (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. Special City Council Minutes 7.17.2017
 - b. Special City Council Minutes 7.27.2017
 - c. Special City Council Minutes 8.7.2017
 - d. Special Employee Benefits Trust Fund Minutes 8.14.2017
 - e. Special City Council Minutes 8.28.2017
 - f. Special City Council Minutes 8.29.2017
 - g. Special City Council Minutes 9.5.17



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- h. Special City Council Minutes 9.6.17
 - i. Discussion/possible action regarding accepting the Quarterly Investment Reports for First and Second Quarter 2017 – Finance Director S. Kou
 - j. Discussion/possible action regarding adopting Resolution No. **R-2017-0020** approving the Contract as Exhibit “A” for the appointment of Megan S. Jones and Ashley N. Joyner, as Municipal Court Prosecutor, authorizing the City Manager to execute the contract for an initial term September 1, 2017, through September 30, 2019, with a renewal option of an additional one (1) year – City Manager C. Buttler
- (7) **OLD BUSINESS**
- a. Discussion/possible action regarding adopting or denying Ordinance number **O-2017-0013**, amending Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours,; by adding a new Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours Chapter 62, of the Code of Ordinances, City of La Marque, Texas – Police Chief K. Jackson **THIS IS THE FIRST READING. THIS ITEM WAS TABLED FROM THE August 7, 2017 CITY COUNCIL MEETING**
- (8) **NEW BUSINESS**
- a. Discussion/possible action to accept the Proposed Street Dedication Landing at Delany Cove, being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas being the continuation of Meadow Lake Village Drive, as recommended by Planning and Zoning Commission – Public Services Director L. Rumburg
 - b. Discussion/possible action regarding adopting Ordinance No. **O-2017-0019**, Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges – Finance Director S. Kou **THIS IS FIRST READING**
- (9) **AWARD OF BID(S)/CONTRACTS**
- a. Discussion/possible action regarding award of Bid **LM #10-18** to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of \$73,500.00 – Emergency Management Coordinator C. Warren
 - b. Discussion/possible action regarding authorizing an additional and final one (1) year renewal of existing contract for EMS Medical Supplies and Medications with Bound Tree Medical in an amount not to exceed \$30,000.00 for a period of one (1) year beginning November 15, 2017, through November 14, 2018, as provided for in the initial contract award October 26, 2015 – Fire Chief G. Grimm
 - c. Discussion/possible action regarding the award of a contract to Siddons-Martin Emergency Group, an authorized Pierce vendor through the BuyBoard, for Fire Apparatus



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Maintenance and Repair Services in the amount of \$35,000.00 for one (1) year from date of award – Fire Chief G. Grimm

- d. Discussion/possible action regarding award of **RFP #17-02 “Debris Monitoring Services”** to TLC Engineering as the successful proposer for debris monitoring related to Hurricane Harvey – Emergency Management Coordinator C. Warren
- e. Discussion/possible action regarding the award of **RFP #17-03 “Disaster Debris Clearance and Removal”** due to Hurricane Harvey to the most qualified vendor who meets specifications required by the City – Emergency Management Coordinator C. Warren

(10) APPOINTMENTS/NOMINATIONS

- a. Discussion/possible action regarding Resolution No. **R-2017-0021**, approving the Commissioners’ Court of Galveston County nomination of member for appointment to the United Board of Health – Mayor Hocking
- b. Discussion/possible action regarding Resolution No. **R-2017-0022**, nominating members (s) to appear on the Ballot of the Board of Directors of the Galveston Central Appraisal District for two year terms beginning January 1, 2018 through December 31, 2019 – Mayor Hocking
- c. Discussion/possible action regarding appointments and/or reappointments to fill vacancies to various positions of the Boards and Commissions – Mayor Hocking

(11) EXECUTIVE SESSION

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

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



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(13) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas **on or before September 8, 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
JULY 17, 2017**

Special Called Meeting Minutes of the City of La Marque City Council held on Monday, July 17, 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 Regular Meeting to order at 6:01 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
Casey Mc Auliffe	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 Pro-Tem Bell delivered the invocation and led the Pledge of Allegiance

(4) PRESENTATION

a. Status Report- Wastewater Treatment Plant

Public Services Les Rumburg began, “We just recently, as of last week went through the commissioning process of alterations at the Wastewater Treatment Plant. We are looking at getting the warranty period on that, commencing as of last Tuesday. All the fixtures have been installed, tested and retested and fail safe tested and appears to be in perfect working condition, just as we had envisioned it to be. In the next three possibly four weeks, every employee that will have a role in the operations of that plant from administration to the maintenance technician will all receive eight hours of testing. It will be in four hour intervals, so that everyone will be trained. I did get a few before and after pictures. (Showed the video of before and after pictures of the “course” bubble aeration then the “fine” bubble aerator). This one will require us to be diligent in our cleaning. We started tracking the energy cost a few months ago and a few week ago under this operation so it will be interesting to see how the energy consumption works out.”



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Councilmember Michetich asked, “After revamping this, what kind of maintenance schedule will be looking at moving forward to make sure we don’t have to go to this type of extent again?”

Mr. Rumburg responded, “Yes, we will have a rigid maintenance schedule established posted and have everyone trained on it. This all started with the cleaning of the aeration basin, which we had determined that it was twenty years since it had last been cleaned, which was fifteen years overdue. With this system, we have to be more diligent in cleaning the system. We are proposing every other year cleaning. The installers, the engineers have all worked up the daily cleaning requirements through weekly and monthly.”

(5) PUBLIC HEARING

- a. Conduct a Public Hearing to receive public input regarding Ordinance **No. O-2017-0012**, authorizing the issuance of the City of La Marque, Texas General Obligation Refunding Bonds, Series 2017 in accordance with specified parameters; levying a tax in payment thereof; and enacting other provisions relating thereto **THIS IS THE FIRST AND FINAL READING** (as per Texas Government Code 1201.028)

Mayor Hocking closed the Special Called Meeting at 6:09 p.m. and opened the Public Hearing.

No one spoke.

Mayor Hocking closed the Public Hearing and reconvened the Special Called Meeting at 6:10 p.m.

(6) NEW BUSINESS

- a. Discussion/possible action regarding Ordinance **No. O-2017-0012**, authorizing the issuance of the City of La Marque, Texas General Obligation Refunding Bonds, Series 2017 in accordance with specified parameters; levying a tax in payment thereof; and enacting other provisions relating thereto **THIS IS THE FIRST AND FINAL READING** (as per Texas Government Code 1201.028)

****** Councilmember Lane made a motion to adopt **NO. O-2017-0012**, authorizing the issuance of the City of La Marque, Texas General Obligation Refunding Bonds, Series 2017 in accordance with specified parameters; levying a tax in payment thereof; and enacting other provisions relating thereto **THIS IS THE FIRST AND FINAL READING** (as per Texas Government Code 1201.028)

****** Councilmember Michetich seconded.

Mayor Pro-Tem Bell stated, “At the last meeting we heard from a firm that talked to us about refunds and going into a private industry or private market, what is different about what we are doing here today? Are we going public, or are we going private?”



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Finance Director Suzy Kou answered, "No, we are always going public, but I will let Mr. Gilly, our financial advisor to explain to you what type of refunding this is so everyone is on the same page."

Jim Gilly, U.S. Capital Advisors explained that the City has an opportunity to refinance its Series 2007 Certificates of Obligation. The Certificates are \$2,520,000.00 all the callable generating a savings of a quarter of a million dollars, roughly \$20,000.00 or more a year. These would be sold at competitive sales in the public market and are scheduled under the tentative time table to receive bids on August 22, 2017, after we have updated the City's rating."

Mayor Pro-Tem Bell continued, "Another area of concern was, the obligation, will it remain full term, will this shorten it or lengthen our debt obligation term?"

Mr. Gilly answered, "The average life of the debt would not change, in fact, we would anticipate based on the tentative numbers that not only would your par-amount decrease, but the average life of the bonds being refunded is 6.96 years and the average life under the proposed structure is a little shorter. There is no extension in this case. It is a reduction in your borrowing cost which is an increase in your savings."

Finance Director Suzy Kou said that she had received a call from the public, from someone who had bought some 2007 CO bonds, asking if we were going to call, because it is at a higher interest rate that he is earning, and she explained to them that it was on tonight's agenda, and up to City Council. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding authorizing the City Manager to negotiate a contract with Siemens Industries to supply, install, and manage an AMI (Advanced Metering Infrastructure) system as Phase II of the Energy Performance Contract Project to be presented to City Council at a future date for approval.

** Councilmember Lane made a motion to authorize the City Manager to negotiate a contract with Siemens Industries to supply, install, and manage an AMI (Advanced Metering Infrastructure) system as Phase II of the Energy Performance Contract Project to be presented to City Council at a future date for approval.

** Councilmember Michetich seconded.

Mayor Pro-Tem Bell asked, "Are these the same meters that we passed on the last time we had this conversation?"

City Manager Carol Buttler said that the meters that were actually budgeted this year are our current metering system. "You wanted to see how the performance contracting project was working and whether we had repaired and replaced the water lines and water leaks before looking at this project again."



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Discussion continued clarifying that this would be a complete replacement of the meters. Some of the meters were buried, don't connect correctly, inaccurate, some are broken and some are ten years old or older. The new meters have a twenty year accuracy guarantee. Other cities have been contacted that are currently using this meter system and they are very happy with it. The system can help to identify leaks, show the public exactly what their account looks like at any given moment, also it will help us account for the water that we know we are losing. It will generate a report as to what water we are purchasing for GCWA. All of the meters would have GPS coordinates.

Mayor Pro-Tem Bell then said, "The last time this came up, the conversation was, that we were going to make sure that were taking care of the leaks in the water system before we got to the residents. Have we done this?"

It was further discussed that the leaks that were identified and were repaired during the spring. The question then came up as to how much water had been recaptured as a result, and that the only water loss today, was because of the misread of the meters. The question of whether the City had done everything to make sure that the lost water had been recaptured and the City had done everything it can possibly do before passing on any additional costs the customers. It was asked by Mayor Pro-Tem Bell how can the City expect to recapture water loss from the citizens from the meters that are apparently malfunctioning if we as a City have not done everything possible to recapture water that is being lost before it hits their doorstep?

The City Manager said that all of the leaks had been repaired that had been identified and that could be taken care of, but leaks are being repaired to lines every day. One of the attractive features to the new system, it that it creates a report daily that can identify the possibility of problems at each meter, so it can be repaired before too much water is lost. Discussion continued on other meter types, whether there were other more cost effective meters. The idea that this was brought up by an outside force, other than staff was what Mr. Bell said that he has a problem with. He said he wants to see more options.

Deval Allums of Siemens, Inc. approached and explained that the AMI system is the standard all over Texas at this time.

Councilmember McAuliffe mentioned that in the meeting concerning the AMI system that she had recently attended, she was impressed by the increase of accuracy with the meters themselves, compared to the amount of meters that currently are reading inaccurately and thus far resulting in a physical technician to go out and re-read sometimes several times a month.

Tina Ortiz, Utility Billing said that the main concerns that she gets from customers is the inaccuracy of the consumption and billing. There is no current meter replacement system. "Transparency is a big thing with the citizens. We cannot go and pull history on their meter to let them know how much water goes through their meter on a daily basis.



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Sometimes it is thirty to forty-five days later when a problem is detected. I do come from a City who uses the AMI system and we had seen a tremendous difference. There are no adjustments needed, everything is accounted for.”

Mayor Pro-Tem Bell asked if the AMI system would prevent the inaccuracy of all billing, to which the answer was no. Will it prevent every possible misread, which was said to be about 95%. Discussion continued as to whether or not by switching over to an AMI system, would fix everything. The entire cost of upgrading the current system and the entire cost of switching to the AMI needs to be put before the citizens. It was said that there is no reason for the City to invest in the “Cadillac” version of a meter reading system that there are other more pressing things the City can be doing.

Councilmember Michetich said that in his community they are using the AMI system and it is really working because of the technology, as we continue to grow, this is the direction the city should be moving into.

Deval Allums clarified that she was approached that she didn’t go to staff and the cost savings as to how much the saving by going to an AMI system would be \$107,000.00.

Councilmember Lane added, “One of the things I was impressed with from a technology standpoint, it that the citizens would have the capacity to download an app that will allow them to see their own consumption on a daily basis.”

Further discussion shows that the AMI is a more advanced system, but not a Cadillac meter system. Over time, more citizens are going to require re-reads with the current system, if something is not done. The cost to replace each meter based on the cost per meter way out priced the savings. Since Mayor Pro-Tem Bell had not been able to meet as the other members of Council had been able to meet with staff on the AMI meters, and this was not a time constraint item, Councilmember Michetich withdrew his motion. Councilmember Lane withdrew his motion and Councilmember Bell made a motion to table this item. Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

- c. Discussion/possible action regarding approval to transfer funds from General Fund/Public Services Department (12) to Parks Fund in the amount of \$11,148.00.
- ** Councilmember Lane approval to transfer funds from General Fund/Public Services Department (12) to Parks Fund in the amount of \$11,148.00
- ** Councilmember Bell seconded.

Councilmember Lane asked, “What are the funds being allocated for”

City Manager Carol Buttler responded, “There was some misinterpretation as to which fund was supposed to pay for which projects. Because when the Parks Board presents projects themselves and proposes certain parameters and guidelines, we as staff had been charging them to the Parks Fund (donations). However, I discovered at the last couple of



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meetings that the assumption was the Parks Fund in the General Fund (which we don't have) would pay for these projects. So I agreed that I would go through the budgets from the last few years, and look at what had spent out of both budgets. I realized some of the donations have dropped. So out of the Parks Fund, there was money spent on the installation of playground equipment, so, I pulled out \$7,500.00. We did some concrete pads for some of the dumpsters at Mahan and Highland Bayou Park, so I pulled that out, and there were a few other things that were considered maintenance. Some money was left in there for their projects. Next week at the workshops I want Council to help us determine that there are not two Parks Funds. In the Public Services budget there used to be a Parks division, however, I said if it is a brand new project and the Parks Board was willing to fund it then that was one thing, but, maintenance had been being charged to the Parks Fund. The money being transferred back into their account, because they should have been absorbed by the General Fund." **MOTION CARRIED UNANIMOUSLY**

- d. Presentation/Discussion/possible action regarding adopting a formal Compensation Plan for Non-Collective Bargaining employees (excluding Telecommunicators) effective October 1, 2017.

Finance Director Suzy Kou and Patty Rees of Human Resources said that they have been looking into this type of plan for several years. HGAC offered this free of charge. The last plan was from 2007, which was very outdated. A slide presentation was presented showing the pay trends from other cities.

- ** Mayor Pro-Tem Bell made a motion to adopt a formal Compensation Plan for Non-Collective Bargaining employees (excluding Telecommunicators) effective October 1, 2017.

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

- e. City Manager to present the Proposed FY 2017-2018 Budget of the City of La Marque.

As the Proposed were being distributed, Mayor Hocking asked if the City still had a surplus and if the City was in good financial shape, to which the Finance Director advised yes to both. He reminded all of the Budget Workshops the following week.

(7) EXECUTIVE SESSION

Pursuant to the Open Meetings Act, Chapter 551, Texas Local Government Code, Section 551.071; Section 551.072; Section 551.073; Section 551.074; Section 551.076; Section 551.078, or Section 551.074, the following closed Meeting Executive Session will be held to discuss the following:

- a. Local Government Code Section: 551.074 (Personnel Matters) - Discuss Requests for Qualifications for legal counsel for Municipal Prosecutorial Legal Services for the City of La Marque



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Mayor Hocking closed the Special Called Meeting and convened into Executive Session at 7:36 p.m.

Mayor Hocking reconvened the Special Called Meeting at 8:32 p.m.

(8) ACTION TAKEN FROM EXECUTIVE SESSION

- a. Discussion/possible action regarding authorizing the City Manager to negotiate a contract with legal counsel for Municipal Prosecutorial Legal Services and present to City Council for approval by resolution at a future City Council meeting.

** Councilmember Michetich made a motion to authorize the City Manager negotiate a contract with Mills Shirley and with Megan Jones and Ashley Joyner as legal counsel for Municipal Prosecutorial Legal Services and present to City Council for approval by resolution at a future City Council meeting.

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

Mayor Hocking and City Council thanked both candidates for attending.

(9) ADJOURNMENT

** Mayor Pro-Tem Bell made a motion to adjourn the Special Called Meeting at 8:34 p.m.

** Councilmember Michetich seconded. **MEETING ADJOURNED**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
OF
JULY 27, 2017**

Special Called Meeting Minutes of the City of La Marque City Council held on Monday, July 27, 2017, beginning at 2:15 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Regular Meeting to order at 2:15 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler

Robin Eldridge

City Manager

City Clerk

(3) OLD BUSINESS

- a. Discussion/possible action regarding award and approval of a Solid Waste Services Contract to Waste Management of Texas, Inc. or solid waste services effective October 1, 2017, through September 30, 2024, including up to two (2) additional three (3) year optional renewal terms.

City Manager introduced Shanna Lopez of Waste Management Services, Inc.

Ms. Lopez provided a brief overview of the proposal that has been submitted for Solid Waste Services within the City beginning with the history of the company. The company has been operating in Texas for 46 years and locally for 35 years. Their corporate office is in Houston. The hauling district that would be used for La Marque is in Pasadena, where she also has an office. The closest landfill for citizens that wish to haul debris to is in Pasadena off of Old Galveston Road, approximately 17 miles from La Marque. The citizens would also be able to continue to utilize the current Republic Waste, for a charge, unless something can be negotiated with Republic Waste. She identified the two sites that take in recyclables. She continued presenting the slides and proposing what the company was offering in their proposal, including that each resident would be receiving two (2) 96 gallon carts, one to be used for trash and one for recycling, if they wish. The cart with the yellow lid to be used for recycling, which also has a sticker identifying that it is for recycling. Every other week recycling to be picked up and once a week brush (5) yard limit (200 lbs.) and household hazardous collection, (by calling in and arranging when



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those materials to be picked and so they are provided a bag) all being picked up in new side load trucks. They are looking at a Monday - Thursday route and a Tuesday - Friday route, with recycling being either on a Monday or a Tuesday. Extra hauls or pickups would be arranged by a citizen contacting Waste Management directly. In the initial stages that the company would "roll out", they would be leaving literature when placing the carts, providing information for the City to place on the website and or providing a link to the Waste Management through the City's website. "We will do all that is within our means to communicate and get the information out. Besides by being one of the largest garbage companies in North America, we are also the largest recycling company in North America. One of the things we have to keep doing is educating people. We can provide our own recycling curriculums probably more than twice a year, by providing teachers with these curriculum tools." Further discussion including providing a widget placed on the City's website that will provide any information concerning recycling that anyone had questions about. Also discussed was the Community Investment and Education slide which highlighted benefits currently being provided along with additional benefits, Bayou Fest and Youth Sponsorship, and as the providing of recycling tours, landfill tours, and "Touch a Truck." Highlighted next was all that would be provided in the initial implementation period of the new solid waste provider, customer service, customized monthly reports, providing diversion rate as it pertains to recycling, tonnage and all seen on a monthly basis. Other enhancements include a Waste Watch Program includes getting to know the Police Department and being an extra set of eyes in the community. Another enhancement is the Bagster Program, which allows you to get rid of debris up to 3300 lbs. These bags can be found at Loews or Home Depot and a few other places. There is a charge for this, but all remodeling or other special waste for a certain project can be gone all at once.

Mayor Pro-Tem Bell clarified the Bagster Program, and about special re-placement of the carts, after emptying for elderly or physically challenged citizens. Then clarified that with this contract, all would be in effect as of October 1, 2017.

Mayor Hocking asked that if the contract be approved, a caveat be that the two checks for Bayou Fest and the Youth Sponsorship be delivered on October 1, 2017 as well, to which Ms. Lopez said she would try her best.

Councilmember Mc Auliffe asked about having the truck drivers to come out and meet the citizens, maybe during National Night out or other special occasions, which was said to be no problem.

A member of the audience (Lois Carelock) asked if they had a solution for any leakage that might seep out onto the streets or driveways, to which it was said that and the design of the trucks would not allow for any leakage during compacting.

Tina Ortiz (Utility Billing Director) asked if there would still be a certain tonnage allowed for La Marque residents to use the landfill before getting charged, to which it was answered, yes, they will include that in the contract. It was then said that the City would absorb the cost if the tonnage is exceeded, so that it does not become the citizens costs.



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The hauling off tires was discussed briefly. Discussion then included the grapple truck, and what types of materials that would require the grapple truck.

After reiterating what Mayor Hocking said earlier about the October 1, 2017 deadline, Councilmember Michetich made a motion to accept Solid Waste Services Contract to Waste Management of Texas, Inc. or solid waste services effective October 1, 2017, through September 30, 2024, including up to two (2) additional three (3) year optional renewal terms.

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

(4) ADJOURNMENT

It was the consensus of Council to adjourn the Special Meeting at 3:19 p.m.

MEETING ADJOURNED

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
OF
AUGUST 7, 2017**

Special Called Meeting Minutes of the City of La Marque City Council held on Monday, August 7, 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 6:00 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler

Ellis Ortego

Robin Eldridge

City Manager

City Attorney

City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking led the invocation and the Pledge of Allegiance

** Mayor Pro-Tem Bell made a motion to table item 5a, (Public Hearing until more public input is received).

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

(4) CITIZENS PARTICIPATION

- a. David Pennington approached the podium, "I was going to recommend that Items 5a and 7a be tabled tonight until a regular council meeting, next week, which on the second Monday of each month. Both of these items effect the citizens of La Marque, every citizen, and I think that are important enough to be held during a regular council meeting and public hearings should not be held during a special meeting. On item number 7a, on the school item, and school zones and stuff, I don't know how you could vote on that tonight anyway, because in the packet that I saw online, Item 7a, proposed ordinance No. O-2017-0013, this item is forthcoming and will be in the backup at the special meeting on Monday, August 7, 2017. Now I don't know, did you Council members get that tonight when you came in, and how many of you have had time to go through it? You haven't had time to study it and the citizens of La Marque have not even see this ordinance yet, and we have not had an opportunity to contact our Councilmembers to say if we like it or not. As a tax paying citizen of La Marque I need to know what is in this ordinance, and I have not



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been afforded that opportunity. So, that's the reason I think it needs to be tabled to a regular council meeting."

Mayor Hocking gave a point of information: "I believe the people on Mc Arthur Street were sent a letter by Chief Jackson about this issue, and since it effected them directly, it is their street that will be redirected, we thought that was important, but there are other people who drive that street as well, and your point is well taken. Thank you."

James Osteen approached the podium, "I'd like to bring something to yawl's attention, on that ordinance yawl tabled, so you all will be aware of what's going on here. The first reading was on April 10, 2017, is that nor right? Okay, you've got a hundred a twenty days to approve this ordinance, because today is a hundred and twenty days."

Mayor Hocking said, "So we are going to have to start over. I discussed that with the City Clerk, so we are starting over."

(5) PUBLIC HEARING

- a. Conduct a Public Hearing to receive public input regarding Ordinance No. **O-2017-009**, Repealing Sec. 44-2; Curfew for Minors, Chapter 44, of the Code of Ordinances, City of La Marque, Texas; and in its place adopting a new Sec. 44-2; establishing a curfew for any person under the age of seventeen years during certain hours.

See above. (Tabled)

(6) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-009**, repealing Sec. 44-2; Curfew for Minors, Chapter 44, of the Code of Ordinances, City of La Marque, Texas; and in its place adopting a new Sec. 44-2; establishing a curfew for any person under the age of seventeen during certain hours. **THIS IS THE SECOND AND FINAL READING**

See above. (Tabled)

(7) NEW BUSINESS

- a. Discussion/possible action regarding Ordinance No. **O-2017-0013**, repealing Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours; and in its place adopting a new Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours Chapter 62, of the Code of Ordinances, City of La Marque, Texas. **THIS IS THE FIRST READING.**

Mayor Hocking asked the Chief if there was a time constraint on this item.

Police Chief Jackson approached the podium, "The school district brought it to our attention with the request that it be expedited due to the fact that school is starting this



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month. As far as having the number of required meetings, public hearings, in order to pass the ordinance, that is why it was presented tonight.”

Mayor Hocking clarified with the City Clerk the time frame as to when a second reading could be done, and as long as it is posted within seven days before the second reading was reiterated.

Mayor Hocking asked Mr. Pennington if he thought that there would be a problem if it was discussed as a first reading on the 14th of August, which is a regular meeting and then the second reading during one of our required budget meetings, which there are many of them. To which Mr. Pennington responded that it should take place at a regular meeting and Mayor said what would be the purpose after school started, it would mute the issue.

For clarification the ordinance changes the time frames that school zones can be established, signage would have to be put out and whether something would have to post ahead of time showing the changes.

Chief Jackson added, I delivered letters to everyone on Mc Arthur Street, I was only able to speak to a hand full of persons who were at home at the time, The ones that I spoke with were in opposition to making Mc Arthur a one-way street, and I strongly encouraged them to come and address Council to let you all know how they felt about it, and I don't see any residents of McArthur here tonight.”

Mayor Pro-Tem Bell spoke up and said that the street was within his district and said, “Here is the bigger question, Ms. Buttler have you had the opportunity to meet with the new superintendent? Has he scheduled an appointment with you? Have you met with the school board President or any school board member? Do we know anything about the properties that Texas City Independent School District inherited from La Marque Independent School District that are in our City limits? Do we know anything at all? Have they outreached to this City about anything since they have taken over”

City Manager Carol Buttler responded, “As far as I know, they demolished the schools. The last I heard, I talked to the former superintendent, she said at that time, they didn't have any future plans in the works yet. I have spoken to the maintenance supervisor.”

Mayor Pro-Tem Bell suggested to extend a hand to them again so we can collaborate and hopefully form a partnership that will prevent the City from having to crunch time with citizens that need time to understand what is happening and a Mayor that is trying to lead his Council to take action it was suggested to have more communication with them. Maybe some type of joint event to get to know who they are, what their plans are as it relates to our City.

Chief Jackson mentioned that he had told the representative who brought this up to him, that he needed to attend this Council meeting, since they are the ones requesting this.



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- ** Councilmember Michetich mad a motion to table this item.
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/ possible action calling the First Public Hearing for the proposed FY 2017-2018 Tax Rate to be held on Monday, August 14, 2017 and the Second Public Hearing for the 2017-2018 Tax Rate to be held on Tuesday, August 29, 2017.

- ** Mayor Pro-Tem Bell made a motion to approve the public hearing dates mentioned.
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action calling the First Public Hearing for the proposed FY 2017-2018 Budget to be held on Monday, August 21, 2017 and the Second Public Hearing for the 2017-2018 Budget to be held on Tuesday, September 5, 2017.

- ** Mayor Pro-Tem Bell made a motion to approve the public hearing dates mentioned.
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

(8) ADJOURNMENT

Mayor Pro-Tem Bell made a motion to adjourn the Special Meeting at 6:14 p.m.
Councilmember Lane seconded. **MEETING ADJOURNED**

Bobby Hocking, Mayor

ATTEST:

Carol Buttler for Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
LA MARQUE EMPLOYEE BENEFITS TRUST
MINUTES
OF
AUGUST 14, 2017**

La Marque Employee Benefits Trust meeting held on Monday, August 14, 2017, beginning at 5:30 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the LMEBT Meeting to order at 5:30 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe- arrived at 5:53 p.m.

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler

Robin Eldridge

City Manager

City Clerk

(3) PRESENTATION

a. BAFO- Gallagher Benefits Services

Burke Sunday gave a verbal presentation and said that they are working towards a more transparent plan for healthcare and insurance. "United Healthcare is probably one of the most diversified insurance companies, they have a business called Optum, which virtually all the other insurance companies buy data from."

(4) NEW BUSINESS

a. Discussion/possible action regarding authorizing the City Manager to execute renewal of the agreement with Gallagher Benefits Services, Inc. as consultant for City employees' benefits in the amount of \$40,000.00.

** Councilmember Lane made a motion to authorize the City Manager to execute renewal of the agreement with Gallagher Benefits Services, Inc. as consultant for City employees' benefits in the amount of \$40,000.00.

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

b. Discussion/possible action to award United Healthcare as provider for Employees' Medical and Pharmacy Insurance for plan year 2017-2018.

** Councilmember Lane made a motion to award United Healthcare as provider for Employees' Medical and Pharmacy Insurance for plan year 2017-2018.



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

- c. Discussion/possible action to award MetLife as provider for Employers' Life, Dental and Voluntary Vision Insurance for plan year 2017-2018.

** Councilmember Lane made a motion MetLife as provider for Employers' Life, Dental and Voluntary Vision Insurance for plan year 2017-2018.

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

** Councilmember Lane made a motion to award MetLife as provider for Employers' Life, Dental and Voluntary Vision Insurance for plan year 2017-2018 Lane and Michetich Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**

(5) ADJOURNMENT

Councilmember Lane made a motion to adjourn at 5:57 P.M.

Councilmember Michetich seconded. **MEETING ADJOURNED**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
OF
AUGUST 28, 2017**

Special Called Meeting Minutes of the City of La Marque City Council held on Monday, August 28, 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 6:00 p.m.

(2) ROLL CALL

Bobby Hocking
Keith Bell
Chris Lane
Robert Michetich
Casey Mc Auliffe

Mayor
Mayor Pro-Tem, Councilmember District A
Councilmember, District B- **ABSENT**
Councilmember, District C
Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler
Charlene Todaro

City Manager
Emergency Management Coordinator

(3) NEW BUSINESS

- a. Discussion/possible action adopting Ordinance No. **O-2017-0015**, amending Chapter 56, streets and sidewalks, by adding Article V, telecommunication regulations, of the City Code of Ordinances; updating the City's telecommunication management; regulating the physical use, occupancy and maintenance of the City's rights-of-way by telecommunications service and wireless network providers; providing procedures for applications for permits; adopting a design manual under Chapter 284 of the Texas Local Government Code **THIS IS THE FIRST READING**

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2017-0015.

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

(4) ADJOURNMENT

It was the consensus of Council to adjourn the Special Meeting at 6:01 p.m.

MEETING ADJOURNED

Bobby Hocking, Mayor



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ATTEST:

Charlene Todaro for Robin Eldridge, TRMC
City Clerk

DRAFT



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**CITY OF LA MARQUE
CITY COUNCIL
PUBLIC HEARING ON PROPOSED FY (2017-2018)
TAX RATE
AND SPECIAL CALLED MEETING MINUTES
OF
AUGUST 29, 2017**

Public Hearing and Special Called Meeting Minutes of the City of La Marque City Council held on Tuesday, August 29, 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 6:00 p.m.

(2) ROLL CALL

Bobby Hocking
Keith Bell
Chris Lane
Robert Michetich
Casey Mc Auliffe

Mayor
Mayor Pro-Tem, Councilmember District A
Councilmember, District B- **ABSENT**
Councilmember, District C
Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler
City Manager

(3) PUBLIC HEARING

- a. Conduct **SECOND** Public Hearing to Hearing to receive public input regarding the City of La Marque Proposed FY 2017-2018 Tax Rate of \$0.0490764.
- b. Conduct Public Hearing to receive public input regarding Ordinance No. **O-2017-0015**, amending Chapter 56, streets and sidewalks, by adding Article V, telecommunication regulations, of the City Code of Ordinances; updating the City's telecommunication management; regulating the physical use, occupancy and maintenance of the City's rights-of-way by telecommunications service and wireless network providers; providing procedures for applications for permits; adopting a design manual under Chapter 284 of the Texas Local Government Code

Mayor Hocking closed the Special Called Meeting and opened the Public Hearing at 6:00 p.m.

No one spoke on either Public Hearing.

Mayor Hocking closed the Public Hearing and reconvened the Special Called Meeting at 6:01 p.m.



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(4) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-0015**, amending Chapter 56, streets and sidewalks, by adding Article V, telecommunication regulations, of the City Code of Ordinances; updating the City's telecommunication management; regulating the physical use, occupancy and maintenance of the City's rights-of-way by telecommunications service and wireless network providers; providing procedures for applications for permits; adopting a design manual under Chapter 284 of the Texas Local Government Code **THIS IS THE SECOND AND FINAL READING**

Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2017-0015.
Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

(5) ADJOURNMENT

Mayor Pro-Tem Bell made a motion to adjourn the Special Meeting at 6:02 p.m.
Councilmember McAuliffe seconded. **MEETING ADJOURNED**

Bobby Hocking, Mayor

ATTEST:

Carol Buttler for Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
CITY COUNCIL
PUBLIC HEARING ON PROPOSED FY (2017-2018)
BUDGET
AND SPECIAL CALLED MEETING MINUTES
OF
SEPTEMBER 5, 2017**

Public Hearing and Special Called Meeting Minutes of the City of La Marque City Council held on Tuesday, September 5, 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 6:00 p.m.

(2) ROLL CALL

Bobby Hocking
Keith Bell
Chris Lane
Robert Michetich
Casey Mc Auliffe

Mayor
Mayor Pro-Tem, Councilmember District A
Councilmember, District B- **ABSENT**
Councilmember, District C
Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler
Robin Eldridge

City Manager
City Clerk

(3) PUBLIC HEARING

- a. Conduct **SECOND** Public Hearing to receive public input regarding the City of La Marque Proposed FY 2017-2018 Budget

Mayor Hocking closed the Special Called Meeting and opened the Public Hearing at 6:04 p.m.

No one spoke.

Mayor Hocking closed the Public Hearing and reconvened the Special Called Meeting at 6:04 p.m.

(4) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-0016**, making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2017 and ending September 30, 2018 appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget.

THIS IS THE FIRST READING



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- ** Mayor Pro-Tem Bell made a motion to approve Ordinance No. O-2017-0016.
- ** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

(5) ADJOURNMENT

Mayor Pro-Tem Bell made a motion to adjourn the meeting at 6:06 p.m.
Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
OF
SEPTEMBER 6, 2017**

Special Called Meeting Minutes of the City of La Marque City Council held on Wednesday, September 6, 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 6:00 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell- **Absent**

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler

Ellis Ortego

Robin Eldridge

City Manager

City Attorney

City Clerk

(3) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-0017**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2017 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid

****** Councilmember Mc Auliffe made a motion that the tax rate be increased by the adoption of a tax rate of \$0.490764, which is effectively a 4.02% increase in the tax rate (adoption of Ordinance No. O-2017-0017)

****** Councilmember Michetich seconded.

AYES: McAuliffe, Michetich, Lane, Bell and Hocking **NAYS:** None

MOTION CARRIED UNANIMOUSLY. THIS IS THE FIRST READING

Mayor Hocking recused himself from the Executive Session and action taken from the Executive Session at 6:05 p.m.

(4) EXECUTIVE SESSION



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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 below, 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 551.072 – (Deliberations about Real Property) - To discuss acquisition of property for City facilities.

Mayor Pro-Tem closed the Special Meeting to adjourn into Executive Session at 6:06 p.m.

Mayor Pro-Tem reconvened opened the Special Meeting at 7:04 p.m.

(5) ACTION TO BE TAKEN FROM EXECUTIVE SESSION

- a. Discussion/possible action authorizing the City Manager to negotiate rental / lease of property for City facilities for a minimum of 12 months.

** Councilmember McAuliffe made a motion to authorize the City Manager to negotiate a lease with the option to purchase property for city facilities for a period of up to 12 months.

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

(6) ADJOURNMENT

Councilmember Michetich made a motion to adjourn the Special Meeting at 7:05 p.m.

Councilmember Lane seconded. **MEETING ADJOURNED**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: 9/11/17
Prepared by: Suzy Kou
Department: Finance

Agenda item: 6i
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding accepting the Quarterly Investment Reports for First and Second Quarter 2017.

X

ATTACHMENT FOR REFERENCE

1. Investment Report-first quarter 2017
2. Investment Report-second quarter 2017

STAFF BRIEFING:

- Per Public Funds Investment Act, we are required to submit quarterly investment reports to Council for acknowledgement purposes.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

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 Quarterly Investment Reports for First and Second Quarter 2017.

FISCAL IMPACT: N/A



City of La Marque, Texas

Quarter **03/31/2017**

Detailed Holdings

TexPool Rate: 0.6222

Logic Rate: 1.0089

DWS 0.6300

Fund	Description	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	Logic		1.0089			5,762,882.62	100.000	5,762,882.62	5,762,882.62	100.000	5,762,882.62	1	1.0089
General Fund	TexPool		0.6222			312,708.94	100.000	312,708.94	312,708.94	100.000	312,708.94	1	0.6222
General Fund	DWS		0.6300			301,758.88	101.000	301,758.88	301,758.88	100.000	301,758.88	1	0.6300
Utility Fund	Logic		1.0089			5,549,035.02	100.000	5,549,035.02	5,549,035.02	100.000	5,549,035.02	1	1.0089
Utility Fund	TexPool		0.6222			301,105.01	100.000	301,105.01	301,105.01	100.000	301,105.01	1	0.6222
Utility Fund	DWS		0.6300			145,649.67	100.000	145,649.67	145,649.67	100.000	145,649.67	1	0.6300
Utility Fund	Logic		1.0089			74,851.02	100.000	74,851.02	74,851.02	100.000	74,851.02	1	1.0089
Utility Fund	TexPool		0.6222			4,061.61	100.000	4,061.61	4,061.61	100.000	4,061.61	1	0.6222
Utility Fund	DWS		0.6300			4,329.30	100.000	4,329.30	4,329.30	100.000	4,329.30	1	0.6300
Replacement Fund	Logic		1.0089			451,619.85	100.000	451,619.85	451,619.85	100.000	451,619.85	1	1.0089
Replacement Fund	TexPool		0.6222			24,506.06	100.000	24,506.06	24,506.06	100.000	24,506.06	1	0.6222
Replacement Fund	DWS		0.6300			25,950.79	100.000	25,950.79	25,950.79	100.000	25,950.79	1	0.6300
Hotel Motel Fund	Logic		1.0089			523,942.68	100.000	523,942.68	523,942.68	100.000	523,942.68	1	1.0089
Hotel Motel Fund	TexPool		0.6222			28,430.49	100.000	28,430.49	28,430.49	100.000	28,430.49	1	0.6222
Hotel Motel Fund	DWS		0.6300			30,714.68	100.000	30,714.68	30,714.68	100.000	30,714.68	1	0.6300
Debt Service	Logic		1.0089			715,280.38	100.000	715,280.38	715,280.38	100.000	715,280.38	1	1.0089
Debt Service	TexPool		0.6222			38,812.97	100.000	38,812.97	38,812.97	100.000	38,812.97	1	0.6222
Debt Service	DWS		0.6300			39,896.46	100.000	39,896.46	39,896.46	100.000	39,896.46	1	0.6300
LM EDC Operating	Logic		1.0089			3,354,707.60	100.000	3,354,707.60	3,354,707.60	100.000	3,354,707.60	1	1.0089
LM EDC Operating	TexPool		0.6222			1,177,849.22	100.000	1,177,849.22	1,177,849.22	100.000	1,177,849.22	1	0.6222
LM EDC Operating	DWS		0.6300			656.90	100.000	656.90	656.90	100.000	656.90	1	0.6300
LM EDC Operating	Money Market		0.1500			35,801.68	100.000	35,801.68	35,801.68	100.000	35,801.68	1	0.1500
LM EDC Operating	Texas First	5177	0.2000	11/27/2016	11/27/2017	200,801.22	100.000	200,801.22	200,801.22	100.000	200,801.22	241	0.2000
LM EDC Operating	Amoco CD		0.6000	08/30/2016	08/30/2017	100,627.98	100.000	100,627.98	100,627.98	100.000	100,627.98	152	1.0500
LM EDC Operating	ACU CD		0.6000	08/31/2016	08/31/2017	100,000.00	100.000	100,000.00	100,000.00	100.000	100,000.00	153	1.0500
1998 TWDB Sewer Rehab	DWS		0.6300			156,120.95	100.000	156,120.95	156,120.95	100.000	156,120.95	1	0.6300
2005 CO	TexPool		0.6222			493,222.68	100.000	493,222.68	493,222.68	100.000	493,222.68	1	0.6222
2007 CO	TexPool		0.6222			625,315.07	100.000	625,315.07	625,315.07	100.000	625,315.07	1	0.6222
2016 CO	Logic		1.0089			8,220,488.96	100.000	8,220,488.96	8,220,488.96	100.000	8,220,488.96	1	1.0089
Special Revenue Funds	DWS		0.6300			25,524.35	100.000	25,524.35	25,524.35	100.000	25,524.35	1	0.6300
Special Revenue Funds	TexPool		0.6222			23,925.22	100.000	23,925.22	23,925.22	100.000	23,925.22	1	0.6222
Special Revenue Funds	Logic		1.0089			440,915.56	100.000	440,915.56	440,915.56	100.000	440,915.56	1	1.0089
Library Memorial	Logic		1.0089			2,719.74	100.000	2,719.74	2,719.74	100.000	2,719.74	1	1.0089
Drug Seizure	Logic		1.0089			127,139.71	100.000	127,139.71	127,139.71	100.000	127,139.71	1	1.0089
Drug Seizure Fund	Logic		1.0089			47,200.88	100.000	47,200.88	47,200.88	100.000	47,200.88	1	1.0089
						29,468,554.13		29,468,554.13	29,468,554.13		29,468,554.13	4	0.9535

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of December 31, 2016 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Investment Officer, CPFIM



City of La Marque, Texas

Quarter ended 3/31/17
Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	28,300,721.27	96.04%	1	0.967
MMKT	766,403.66	2.60%	1	0.608
CD	401,429.20	1.36%	197	0.625
	29,468,554.13	100.00%	4	0.953

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Texas First	200,801.22	0.68%	241	0.200
ACU CD	100,000.00	0.34%	153	1.050
Amoco CD	100,627.98	0.34%	152	1.050
Money Market	35,801.68	0.12%	1	0.150
DWS	730,601.98	2.48%	1	0.630
Logic	25,270,784.01	85.76%	1	1.009
TexPool	3,029,937.26	10.28%	1	0.622
	29,468,554.13	100.00%	4	0.953

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	6,377,350.43	21.64%	1	0.972
Utility Fund	5,995,789.70	20.35%	1	0.980
Utility Fund (Restricted)	83,241.93	0.28%	1	0.970
Replacement Fund	502,076.70	1.70%	1	0.970
Capital Projects Fund	9,495,147.66	32.22%	1	0.957
Hotel Motel Fund	583,087.85	1.98%	1	0.970
Debt Service Fund	793,989.80	2.69%	1	0.971
LM EDC	4,970,444.60	16.87%	17	0.880
Special Revenue Fund	537,566.01	1.82%	1	0.974
Fiduciary Fund	129,859.45	0.44%	1	1.009
	29,468,554.13	100.00%	4	0.953

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	29,067,124.93	98.64%
90 to 180 Days	200,627.98	0.68%
181 to 365 Days	200,801.22	0.68%
More Than 365 Days	-	0.00%
	29,468,554.13	100.00%



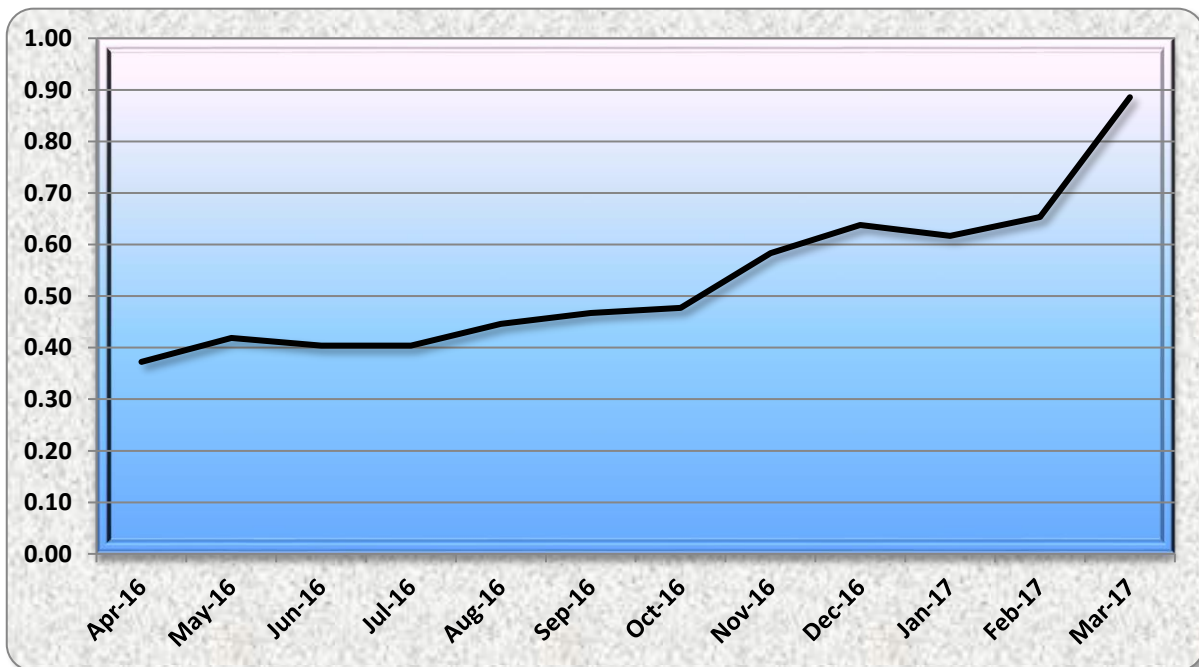
City of La Marque, Texas

Summary Investment Report For Period Ended 3/31/2017

Total Portfolio Summary			
	Current Quarter 03/31/2017	Prior Quarter 12/31/2016	Change From Prior
Book Value	29,468,554	26,754,742	2,713,812
Market Value	29,468,554	26,754,742	2,713,812
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	4 days	5 days	-1 days
Weighted Average Yield	0.95%	0.81%	0.14%

Portfolio Performance Summary	
Beginning Book Value	26,754,742
Beginning Market Value	26,754,742
Beginning WAM	5 days <i>Liquidity measurement</i>
Ending Book Value	29,468,554
Ending Market Value	29,468,554
Change in market value	2,713,812 <i>Volatility measurement</i>
Ending WAM	4 days <i>Liquidity measurement</i>
Period Average Yield	0.95%
Period Average Benchmark	0.72%

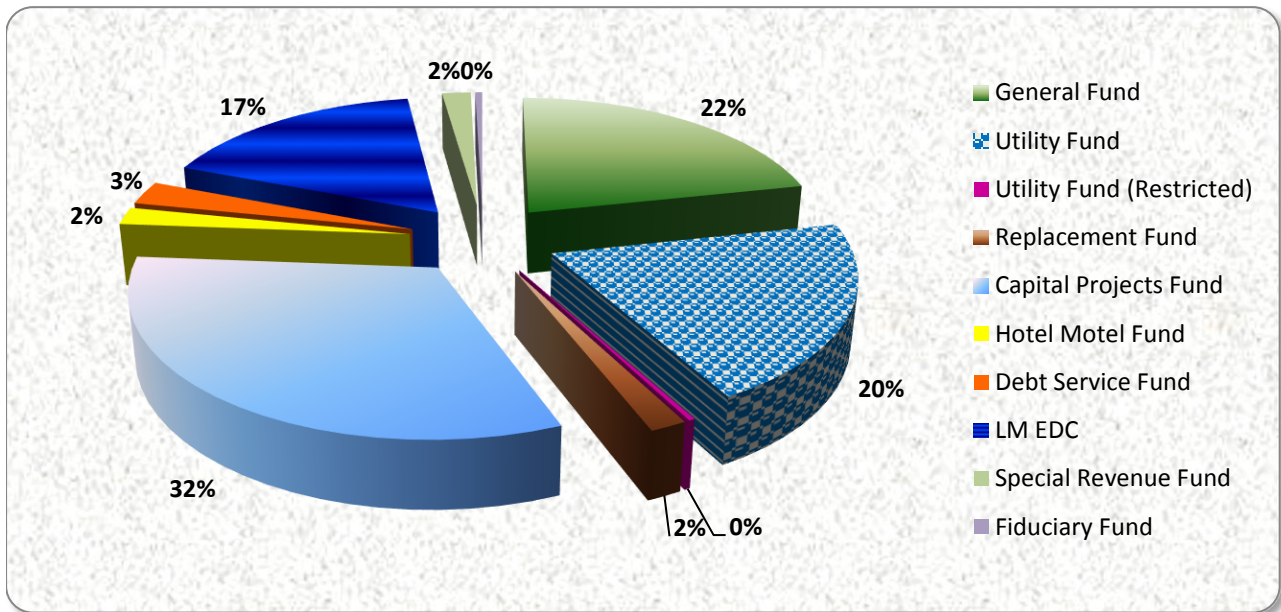
6-Month T-Bill Historical Trend





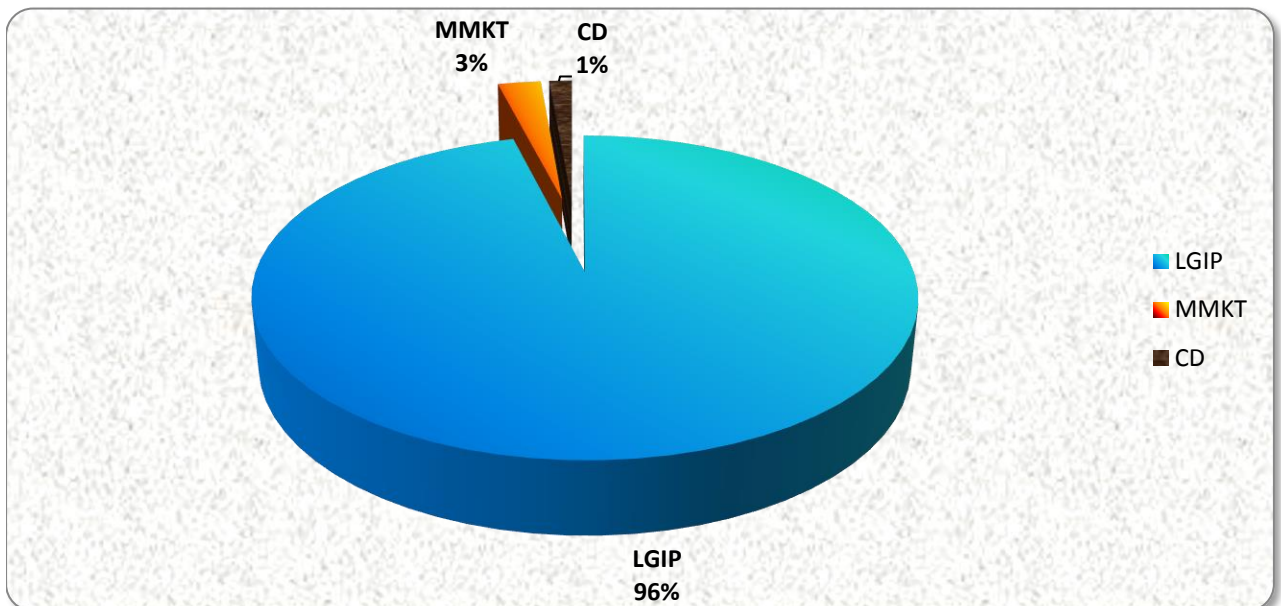
Investment Portfolio by Funds

As of 3/31/2017



Investment Portfolio by Types

As of 3/31/2017





City of La Marque, Texas

Quarter **06/30/2017**

Detailed Holdings

TexPool Rate: 0.8817

Logic Rate: 1.1333

DWS 0.8600

Fund	Description	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	Logic		1.1333			5,457,480.62	100.000	5,457,480.62	5,457,480.62	100.000	5,457,480.62	1	1.1333
General Fund	TexPool		0.8817			458,837.83	100.000	458,837.83	458,837.83	100.000	458,837.83	1	0.8817
General Fund	DWS		0.8600			294,893.67	101.000	294,893.67	294,893.67	100.000	294,893.67	1	0.8600
Utility Fund	Logic		1.1333			5,409,932.71	100.000	5,409,932.71	5,409,932.71	100.000	5,409,932.71	1	1.1333
Utility Fund	TexPool		0.8817			454,840.24	100.000	454,840.24	454,840.24	100.000	454,840.24	1	0.8817
Utility Fund	DWS		0.8600			145,798.24	100.000	145,798.24	145,798.24	100.000	145,798.24	1	0.8600
Utility Fund	Logic		1.1333			72,992.48	100.000	72,992.48	72,992.48	100.000	72,992.48	1	1.1333
Utility Fund	TexPool		0.8817			6,136.84	100.000	6,136.84	6,136.84	100.000	6,136.84	1	0.8817
Utility Fund	DWS		0.8600			4,332.08	100.000	4,332.08	4,332.08	100.000	4,332.08	1	0.8600
Replacement Fund	Logic		1.1333			440,406.15	100.000	440,406.15	440,406.15	100.000	440,406.15	1	1.1333
Replacement Fund	TexPool		0.8817			37,027.16	100.000	37,027.16	37,027.16	100.000	37,027.16	1	0.8817
Replacement Fund	DWS		0.8600			25,967.57	100.000	25,967.57	25,967.57	100.000	25,967.57	1	0.8600
Hotel Motel Fund	Logic		1.1333			510,933.21	100.000	510,933.21	510,933.21	100.000	510,933.21	1	1.1333
Hotel Motel Fund	TexPool		0.8817			42,956.72	100.000	42,956.72	42,956.72	100.000	42,956.72	1	0.8817
Hotel Motel Fund	DWS		0.8600			30,734.14	100.000	30,734.14	30,734.14	100.000	30,734.14	1	0.8600
Debt Service	Logic		1.1333			873,193.50	100.000	873,193.50	873,193.50	100.000	873,193.50	1	1.1333
Debt Service	TexPool		0.8817			73,413.77	100.000	73,413.77	73,413.77	100.000	73,413.77	1	0.8817
Debt Service	DWS		0.8600			47,585.20	100.000	47,585.20	47,585.20	100.000	47,585.20	1	0.8600
LM EDC Operating	Logic		1.1333			3,473,592.68	100.000	3,473,592.68	3,473,592.68	100.000	3,473,592.68	1	1.1333
LM EDC Operating	TexPool		0.8817			1,180,162.93	100.000	1,180,162.93	1,180,162.93	100.000	1,180,162.93	1	0.8817
LM EDC Operating	DWS		0.8600			656.90	100.000	656.90	656.90	100.000	656.90	1	0.8600
LM EDC Operating	Money Market		0.1500			35,801.68	100.000	35,801.68	35,801.68	100.000	35,801.68	1	0.1500
LM EDC Operating	Texas First	5177	0.2000	11/27/2016	11/27/2017	200,801.22	100.000	200,801.22	200,801.22	100.000	200,801.22	150	0.2000
LM EDC Operating	Amoco CD		0.6000	08/30/2016	08/30/2017	100,372.92	100.000	100,372.92	100,372.92	100.000	100,372.92	61	1.0500
LM EDC Operating	ACU CD		0.6000	08/31/2016	08/31/2017	100,000.00	100.000	100,000.00	100,000.00	100.000	100,000.00	62	1.0500
1998 TWDB Sewer Rehab	DWS		0.8600			156,399.74	100.000	156,399.74	156,399.74	100.000	156,399.74	1	0.8600
2005 CO	TexPool		0.8817			118,644.32	100.000	118,644.32	118,644.32	100.000	118,644.32	1	0.8817
2007 CO	TexPool		0.8817			626,543.37	100.000	626,543.37	626,543.37	100.000	626,543.37	1	0.8817
2016 CO	Logic		1.1333			6,640,704.01	100.000	6,640,704.01	6,640,704.01	100.000	6,640,704.01	1	1.1333
Special Revenue Funds	DWS		0.8600			25,540.73	100.000	25,540.73	25,540.73	100.000	25,540.73	1	0.8600
Special Revenue Funds	TexPool		0.8817			36,149.54	100.000	36,149.54	36,149.54	100.000	36,149.54	1	0.8817
Special Revenue Funds	Logic		1.1333			429,967.65	100.000	429,967.65	429,967.65	100.000	429,967.65	1	1.1333
Library Memorial	Logic		1.1333			2,727.16	100.000	2,727.16	2,727.16	100.000	2,727.16	1	1.1333
Drug Seizure	Logic		1.1333			118,883.64	100.000	118,883.64	118,883.64	100.000	118,883.64	1	1.1333
Drug Seizure Fund	Logic		1.1333			47,324.98	100.000	47,324.98	47,324.98	100.000	47,324.98	1	1.1333
						27,681,735.59		27,681,735.59	27,681,735.59		27,681,735.59	3	1.0898

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of December 31, 2016 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Investment Officer, CPFIM



City of La Marque, Texas

Quarter ended 6/30/17

Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	26,512,851.50	95.78%	1	1.105
MMKT	767,709.96	2.77%	1	0.827
CD	401,174.14	1.45%	106	0.625
	27,681,735.59	100.00%	3	1.090

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Texas First	200,801.22	0.73%	150	0.200
ACU CD	100,000.00	0.36%	62	1.050
Amoco CD	100,372.92	0.36%	61	1.050
Money Market	35,801.68	0.13%	1	0.150
DWS	731,908.28	2.64%	1	0.860
Logic	23,478,138.78	84.81%	1	1.133
TexPool	3,034,712.72	10.96%	1	0.882
	27,681,735.59	100.00%	3	1.090

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	6,211,212.12	22.44%	1	1.102
Utility Fund	6,010,571.19	21.71%	1	1.108
Utility Fund (Restricted)	83,461.40	0.30%	1	1.101
Replacement Fund	503,400.87	1.82%	1	1.101
Capital Projects Fund	7,542,291.44	27.25%	1	1.103
Hotel Motel Fund	584,624.08	2.11%	1	1.100
Debt Service Fund	994,192.47	3.59%	1	1.102
LM EDC	5,091,388.33	18.39%	9	1.028
Special Revenue Fund	538,982.90	1.95%	1	1.103
Fiduciary Fund	121,610.80	0.44%	1	1.133
	27,681,735.59	100.00%	3	1.090

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	27,480,934.37	99.27%
90 to 180 Days	200,801.22	0.73%
181 to 365 Days	-	0.00%
More Than 365 Days	-	0.00%
	27,681,735.59	100.00%



City of La Marque, Texas

Summary Investment Report For Period Ended 6/30/2017

Total Portfolio Summary			
	Current Quarter 06/30/2017	Prior Quarter 03/31/2017	Change From Prior
Book Value	27,681,736	29,468,554	-1,786,818
Market Value	27,681,736	29,468,554	-1,786,818
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	3 days	4 days	-1 days
Weighted Average Yield	1.09%	0.95%	0.14%

Portfolio Performance Summary	
Beginning Book Value	29,468,554
Beginning Market Value	29,468,554
Beginning WAM	4 days <i>Liquidity measurement</i>
Ending Book Value	27,681,736
Ending Market Value	27,681,736
Change in market value	-1,786,818 <i>Volatility measurement</i>
Ending WAM	3 days <i>Liquidity measurement</i>
Period Average Yield	1.09%
Period Average Benchmark	1.03%

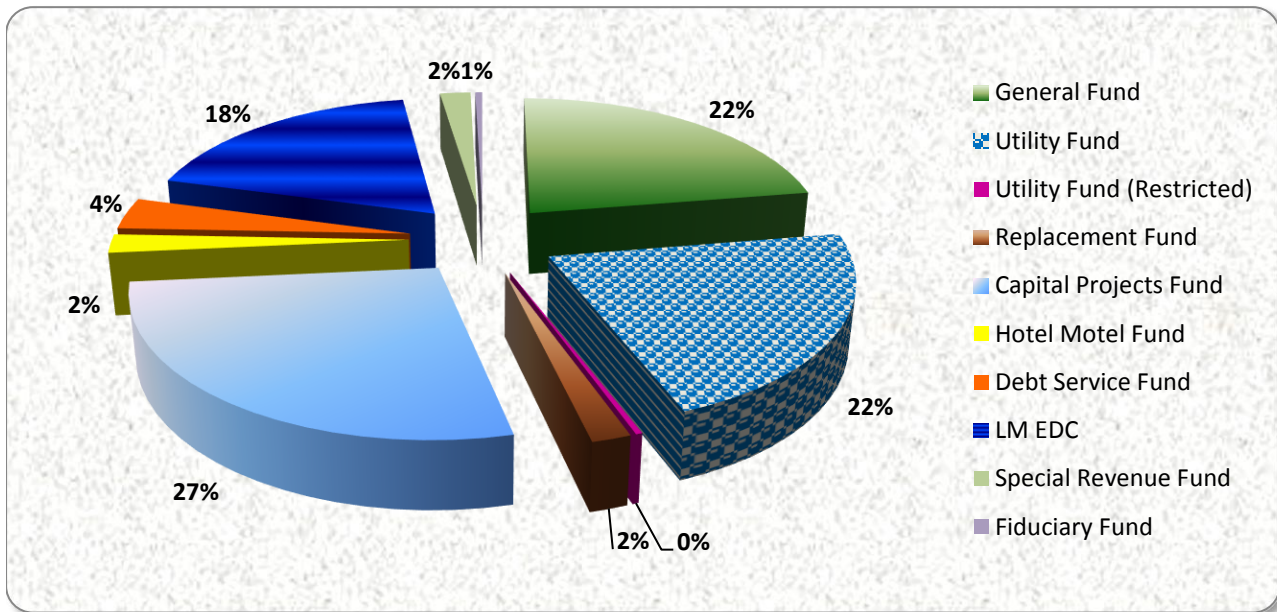
6-Month T-Bill Historical Trend





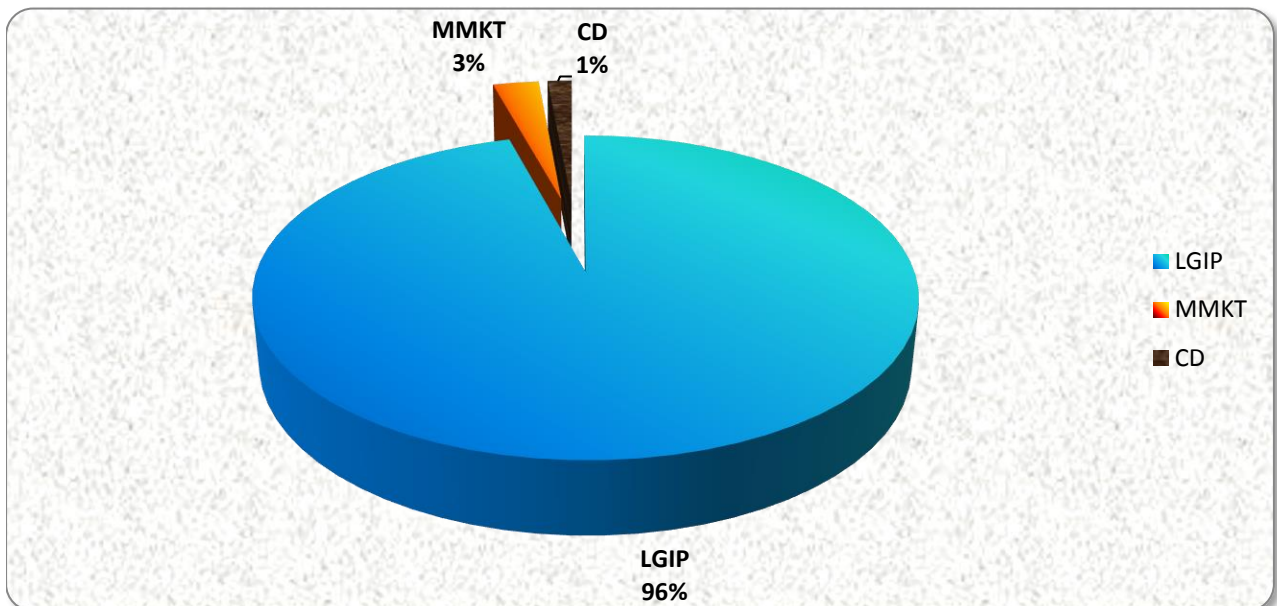
Investment Portfolio by Funds

As of 6/30/2017



Investment Portfolio by Types

As of 6/30/2017





CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017

Agenda item: 6j

Prepared by: Carol Buttler

Reviewed by: Carol Buttler

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2017-0020** approving the Contract as Exhibit "A" for the appointment of Megan S. Jones or Ashley N. Joyner, As Municipal Court Prosecutor, authorizing the City Manager to execute the contract for an initial term September 1, 2017, through September 30, 2019, with a renewal option of an additional one (1) year

X

ATTACHMENTS FOR REFERENCE

1. Proposed Resolution
2. Proposed Contract
3. Agenda Form – July 17, 2017, City Council meeting
4. Request for Qualifications

STAFF BRIEFING:

- City Manager negotiated contract based on City Council direction from the July 17, 2017, meeting.
- Mills Shirley L.L.P. accepted the City's terms and conditions.

HISTORY:

- City Council interviewed two (2) interested firms and selected two (2) representatives of Mills Shirley L.L.P., pending contract negotiations.

TARGET IMPLEMENTATION: September 1, 2017

SIGNIFICANT ACTION DATES:

July 2017 – City Council interviewed representatives of both firms; authorized City Manager to negotiate contract terms of selected firm

September 1, 2017 – Effective date of services of new firm based on agreement



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	\$20,000.00
Actual Bid	
Estimated Expenditure	\$20,000.00
Acct. Name(s)	Contract Prosecutor
Line Items #	01-4042-04-00
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2017-0020** approving the Contract as Exhibit "A" for the appointment of Megan S. Jones or Ashley N. Joyner, As Municipal Court Prosecutor, authorizing the City Manager to execute the contract for an initial term September 1, 2017, through September 30, 2019, with a renewal option of an additional one (1) year

FISCAL IMPACT: Estimated \$20,000.00 annually requested in FY 2017-2018 budget

RESOLUTION NO. R-2017-0020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, APPROVING THE CONTRACT FOR THE APPOINTMENT OF MEGAN S. JONES AND ASHLEY N. JOYNER, AS MUNICIPAL COURT PROSECUTOR, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A” AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT.

WHEREAS, the law firm of MILLS SHIRLEY L.L.P. desires to provide prosecution services to the City of La Marque; and

WHEREAS, the City Council finds that MEGAN S. JONES and ASHLEY N. JOYNER should be appointed Municipal Court Prosecutors for the City of La Marque in accordance with the terms and provisions in the proposed contract attached hereto as Exhibit “A”.

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

- Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.
- Section 2. The City Council hereby approves the proposed contract with MEGAN S. JONES and ASHLEY N. JOYNER, of the law firm of MILLS SHIRLEY L.L.P. as the Municipal Court Prosecutors for the City of La Marque, Texas attached hereto as Exhibit “A”.
- Section 3. The City Manager is hereby authorized to execute the proposed contract.
- Section 4. This Resolution shall become effective immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on this the 11th day of September, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

“EXHIBIT A”

AGREEMENT BETWEEN THE CITY OF LA MARQUE AND MILLS SHIRLEY L.L.P.

This Agreement (the “Agreement”) is made by and between the City of La Marque (hereafter called “City”) and MILLS SHIRLEY L.L.P., specifically represented by MEGAN S. JONES or ASHLEY N. JOYNER (“Contractor”) as follows:

WHEREAS, the City Manager has recommended the appointment of MILLS SHIRLEY L.L.P. as authorized by the City of La Marque City Charter and;

WHEREAS, the City Council of the City of La Marque at the Regular City Council Meeting held July 10, 2017, has appointed MILLS SHIRLEY L.L.P., specifically represented by MEGAN S. JONES or ASHLEY N. JOYNER, with the sole duty of acting as Municipal Court Prosecutor and;

WHEREAS, the Parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

1. TERM

- 1.1 The initial term of this Agreement shall be from September 1, 2017, through September 30, 2019, with a renewal option of an additional one (1) year as agreed by both parties, unless sooner terminated as provided by the terms of this Agreement.

2. SCOPE OF EMPLOYMENT

- 2.1 The purpose of this Agreement is to employ Contractor for the express purpose of serving the City as Municipal Court Prosecutor.
- 2.2 Contractor shall perform all functions of the Municipal Court Prosecutor of the City as set forth in “Code of Ordinances, City of La Marque, Texas”, as it now exists or may be amended in the future, and by applicable State law, as it now exists or may be amended in the future.
- 2.3 The City reserves the right to designate days of the week, hours, and locations where Municipal Court may be held.
- 2.4 Contractor agrees to provide prompt, courteous, efficient, and professional services in the performance of their duties.

- 2.5 Contractor does not reserve the right to have alternate prosecutors perform prosecutorial duties required under this Agreement, without express written request to the City. Should the City agree by written response, each alternate prosecutor shall be bound to the same contractual requirements under this Agreement. Email will be an acceptable form of written correspondence.
- 2.6 If either MEGAN S. JONES or ASHLEY N. JOYNER leaves employment of MILLS SHIRLEY L.L.P., during the term of this contract, the City shall retain the right to renegotiate any portion of this contract.

3. RATES: NO BENEFITS

- 3.1 Contractor shall be deemed an independent contractor of the City.
- 3.2 The City agrees to offer an initial two (2) year Agreement in exchange for Contractor agreeing to accept a flat rate of THREE HUNDRED NINETY-FIVE and NO/100 dollars (\$395.00) per docket, as established in the current fiscal year budget for each docket requiring a prosecutor.
- a. These dockets are estimated to last no more than three (3) hours, excluding jury dockets. Dockets (to include jury dockets) in excess of three hours shall be billed at the rate of an additional ONE HUNDRED (\$100.00) per hour.
 - b. Jury dockets are estimated not to run three (3) hours or more in length, and while both parties acknowledge that Contractor cannot control the length of any such docket, Contractor will make reasonable efforts to minimize such additional time.
 - c. Invoices shall be submitted by Contractor to the City, electronically, through email to the City of La Marque Municipal Court Administrator with a copy to City of La Marque Accounts Payable
 - d. Payment shall be processed within thirty (30) days of the City's receipt of invoice.
- 3.3 The City under no circumstances shall be required to compensate any representative of Contractor for attendance at any Court session for the purposes of training.
- 3.4 Contractor shall agree to accept phone calls from Municipal Court staff to discuss Court business at no additional cost, not to exceed ten (10) calls per month.
- 3.5 Contractor shall agree to attend meetings with City Court staff to discuss special cases at no additional cost, not to exceed five (5) per month.
- 3.6 The City shall provide no group health insurance coverage or any other benefits for Contractor.
- 3.7 The City shall not provide any other group insurance benefits currently in force, or as amended in the future, for non-civil service employees, to include life and accident, death

and dismemberment, worker's compensation, public official liability or as commonly known "Errors and Omissions", and general liability.

- 3.8 Contractor shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.
- 3.9 Contractor shall pay all educational and training expenses, travel, and any other Expenses associated with such additional State Bar required Mandatory Continuing Legal Education credits.
- 3.7 Contractor shall at all times and at their own expense, maintain their license to practice law within the State of Texas as a member in good standing.

4. TERMINATION

- 4.1 Contractor shall serve at the pleasure of the City Council.
- 4.2 During the term of this Agreement, the City may terminate Contractor at any time, without cause with 60 days notice.
- 4.2 Contractor may terminate this Agreement at any time, without cause with 60 days notice.
- 4.3 Contractor shall waive all claims for compensation if not claimed within 30 days of the date of the termination of this Agreement.

5. GENERAL PROVISIONS

- 5.1 Each section, subsection, provision, requirement, regulation, or restriction established by this Agreement is hereby declared to be independent, and the holding of any part to be unconstitutional, invalid, or ineffective for any cause shall not affect or render invalid this Agreement or amendments hereto, as a whole or any part thereof, except the particular part so declared to be invalid.
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of La Marque, Galveston County, Texas.

IN WITNESS WHEREOF, the City Manager of the City of La Marque, by and through the City Council, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the City of La Marque.

CITY OF LA MARQUE, TEXAS dated this 11th day of September, 2017.

By:

CAROL J. BUTTLER
City Manager

MILLS SHIRLEY L.L.P.
Municipal Court Prosecutor

ATTEST:

By:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: July 17, 2017
Prepared by: Carol Buttler
Department: Administration

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the City Manager to negotiate a contract with new legal counsel for Municipal Prosecutorial Legal Services and present to City Council for approval by resolution at a future City Council meeting



Attachments for reference

1. Qualifications of Candidates to be presented at Executive Session

STAFF BRIEFING:

- The current Municipal Prosecutor's contract expired September 30, 2016.
- He has continued to serve and receive compensation on a month-to-month basis.
- Per the City Charter, Section 13.16- City Prosecutor shall be recommended by the City Manager and shall be appointed by the City Council.
- Based on City Manager's recommendation to determine an interest by local legal firms in providing Municipal Prosecutorial Legal Services, Court staff prepared Requests for Qualifications (RFQ's).
- On May 30, 2017, RFQ's were posted on the City's web site, in the Daily News, and on Bidnet, a governmental competitive bid site.
- Deadline to submit Statements of Qualifications (SOQ's) was scheduled for 10:00 a.m. June 14, 2017
- No Statements of Qualifications (SOQ's) were received by the deadline.
- Staff was asked to contact firms to learn why no response.
- Several firms indicated they had missed the noticed by the deadline and requested time to submit.
- Because the City already followed the formal RFQ process, staff was allowed to accept submissions.
- Only two (2) local firms submitted SOQ's.
- Because Council previously has requested the opportunity to interview all candidates prior to appointment, I have confirmed that both attorneys are available on July 17, 2017, for Executive Session.

HISTORY: Mr. Barfield has been serving the City of La Marque as City Prosecutor since 2010.

TARGET IMPLEMENTATION: August 14, 2017 depending on City Council interviews of candidates

SIGNIFICANT ACTION DATES:

September 30, 2016 – City of La Marque Municipal Court Prosecutor Robert Barfield's contract expired.

May 30, 2017 - Requests for Qualifications (RFQ's)



CITY COUNCIL AGENDA FORM

June 14, 2017 – Deadline to submit Statements of Qualifications (SOQ's)

July 17, 2017 – Interview candidates

ACTION:

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

- ☒ Check box if there is no conflict with City Charter, ordinances, resolutions, or policies.

Cost Details:	
Budgeted	\$19,500.00
Actual Bid	
Estimated Expenditure	
Acct. Name	Contract Prosecutor
Line Items #	01-4042-04-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the City Manager to negotiate a contract with new legal counsel for Municipal Prosecutorial Legal Services and present to City Council for approval by resolution at a future City Council meeting

FISCAL IMPACT: Minimum of \$19,500.00 per fiscal year

**CITY OF LAMARQUE
REQUEST FOR QUALIFICATIONS
RFQ #17-01
for
“PROSECUTORIAL LEGAL SERVICES”**

The City of La Marque will receive sealed proposals for **“Prosecutorial Legal Services”** according to the specifications of the City of La Marque.

Sealed proposals, with fee proposal in a separate sealed envelope, will be received until 10:00 a.m. June 14, 2017 (Office hours are from 7:30 a.m. - 5:30 p.m. Monday thru Thursday and until noon on Fridays Central Time). Proposals shall be addressed as follows: **City of La Marque, City Clerk’s Office, 1111 Bayou Road, La Marque, Texas 77568**

All proposals must be signed by a legally authorized agent of the proposing firm.

ENVELOPES/SHIPPING BOXES MUST BE PLAINLY MARKED: **CITY OF LA MARQUE, RFQ # 17-01 “PROSECUTORIAL LEGAL SERVICES”** AND MUST BEAR THE NAME OF THE PROPOSER.

To obtain a copy of the RFQ packet, please visit the City of La Marque website at: www.cityoflamarque.org or you may contact Robin Eldridge, City Clerk at 409-938-9259.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to vary from the qualifications requested; to consider proposals that do not meet all the qualifications; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of La Marque.

Robin Eldridge, TRMC
City Clerk
City of La Marque

RFQ #17-01

“PROSECUTORIAL LEGAL SERVICES”

IMPORTANT DATES

RFQ Issue Date	May 30, 2017
Last Date for Questions	June 8, 2017
Response Due Date	June 14 th by 10:00 AM
Contract Award Date	June 26, 2017 6:00 PM

PART 1 GENERAL INSTRUCTIONS

Qualified legal firms are invited to submit qualifications to the City of La Marque for consideration regarding city prosecutorial services.

To be considered, provide **eight (8)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL, **SIX (6)** copies of the original proposal, clearly marked as COPY, and **ONE (1)** digital copy on CD or flash drive. Original proposal may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. **Fee Proposal must be sealed in a separate envelope which may be included in same mailing envelope/box as your technical proposal.** Late submittals will not be considered.

Submitted copies become the property of the city and shall not be returned.

The city of La Marque shall not be responsible for any cost associated with the preparation of a response to this RFQ. Firms are encouraged to provide the minimum amount of information necessary to address the RFQ.

This agreement will be for a two (2) year duration beginning on June 27, 2017, with option to extend one additional year. The City retains the right to terminate this agreement at any time with or without cause, at the sole discretion of the City. The City retains the right to extend the agreement upon mutual agreement of both parties for up to an additional two (2) years, in one (1) year increments.

PART 2 SPECIFICATIONS

1. Format – The following outline shall be followed for all Qualification Packages:

- a. Name of firm and firm principals (including State Bar of Texas license number for each), business address, telephone, fax and email addresses. The name and title of the principal authorized to negotiate on behalf of the firm shall be identified.
- b. Name (including State Bar of Texas license number for each) and qualifications of staff proposed to be assigned to La Marque. Note: a principal, director, or equivalent is expected to be available to provide prosecutorial services to the City of La Marque Municipal Court.

2. Experience and Qualifications – Past experience and qualifications of the firm should be described. A description of your law firm practice and services the firm is capable of providing including an explanation of how these services will best meet the city’s needs. At least 2 years’ experience in prosecuting criminal matters is preferred. Included should be experience related but not limited to the ability of the firm to perform the following job functions:

- Prosecution of misdemeanor offenses as defined in the city codes and ordinances.
- Prepare and present criminal cases for bench and/or jury trial.
- Attendance City of La Marque court day or other days as may be required. City has no more than 4 court days each month.
- Attendance at all formal hearings and pre-formal hearings involving City of La Marque Municipal Court cases.
- Set a day and time for office hours at the La Marque Municipal Court as needed to review cases filed by La Marque Police Department and DPS and consultation with City of La Marque Municipal Court.
- Communicate charging decisions to victims and police personnel.
- Lead misdemeanor criminal cases through the court process.
- Coordinate and handle the subpoena of victims, witnesses and police personnel with the La Marque Municipal Court personnel, in a form and manner acceptable to the La Marque Municipal Court.
- Coordinate and handle the discovery process involving La Marque Police reports, statements, evidence, etc. with pro se defendants and/or attorneys representing defendants in criminal cases.
- Work with La Marque Court Clerk to improve the effectiveness and efficiency of cases presented for prosecution by the La Marque Municipal Court.
- Provide legal research as it relates to the city codes and ordinances.

- Inform La Marque Municipal Court personnel of statutory changes that could impact the city codes and ordinances.

3. Requirements and expectations of the City of La Marque – The selected firm and all of its attorneys who perform any work for the City of La Marque are expected to perform as follows:

- Perform all of the job functions, listed under “Experience and Qualifications”, in a manner acceptable to the La Marque Municipal Court.
- Review warrant requests presented by the La Marque Police Department.
- Be able to receive all warrant reviews, and transmit all charging decisions with all related documents, by documents, by electronic means, including email, secure cloud or remote storage, or other electronic means as determined by and in a manner acceptable to, the La Marque Municipal Court.
- Be able to receive from, and transmit to, the La Marque Municipal Court, all discovery and related information, including photographs, video, documents, audio files, and other information related to the case file, in electronic format, including email, secure cloud or remote storage, or other electronic means as determined by, and in a manner acceptable to, the La Marque Municipal Court.
- Be able to receive from, and transmit to, the La Marque Municipal Court, any and all information and documents, in electronic format, including by email, secure cloud or remote storage, or other electronic means as determined by, and in a manner acceptable to, the La Marque Municipal Court.
- Determine all witnesses needed for each case, and prepare all related subpoenas, including delivery and service of the subpoenas, in a manner and form deemed acceptable to the La Marque Municipal Court.
- Determine what information, documents, photographs, video or other items are necessary for discovery to the opposing party/opposing counsel, and handle all aspects of discovery in the case, in a manner acceptable to the La Marque Municipal Court.
- Must be licensed by, and in good standing with, the State Bar of Texas, and maintain such good standing and current licensure at all times while performing work for the City of La Marque and also for the duration of this agreement.

4. Background Checks – All principals and directors, along with any staff (including all attorneys and non-attorneys), that perform any work for the La Marque Municipal Court, now or in the future, must agree to submit to a background investigation and cooperate fully with this background investigation, in a manner and form as determined acceptable by the La Marque Municipal Court. Information related to any discipline by any licensing authority related to the practice of law, including but not limited to the State Bar of Texas,

or similar (including other states or countries), must be fully disclosed in the initial proposal.

5. **References** – Provide the names, telephone and fax numbers, e-mail and physical addresses of three recent client references.
6. **Other** – Provide any other information necessary to fully describe services and qualifications (not to exceed 10 pages). The total number of pages in the submittal shall not exceed forty (40). Economy of preparation and brevity are encouraged.
7. **Review Process** – The City of La Marque reserves the right to reject any or all submittals. The City may request one or more firms to provide a detailed proposal. This is not a bidding process.
8. **Evaluation Criteria** – The following will be considered in the selection of a consultant:
 - Relevant Experience
 - Qualifications
 - Understanding of city-related issues and familiarity with the City of La Marque
 - Team compatibility, included ability of firm/attorney to work with city staff and officials based on references and other supporting information.
 - Unique resources the firm/attorneys may bring regarding innovative techniques
 - The professional reputation of the law firm and their attorneys.
 - The evaluation of proposals will be done by a committee of City personnel who will then forward a recommendation to City Manager and City Council for consideration. The evaluation process will be based on qualifications. **Fee proposals, which are to be submitted in a separate envelope**, will only be reviewed after the most qualified firms have been established.
9. **Termination** – The City reserves the right to terminate this agreement immediately with cause. Either party can terminate this agreement at any time without cause, on an at- will basis, with 60-days written notice to the other party.
10. **Gratuities Prohibited** – The prohibition against gratuities and kickbacks shall be conspicuously set forth in every contract and solicitation therefore. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of

employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017

Agenda item: 7a

Prepared by: Chief Kirk Jackson

Reviewed by: *Carol Buttler*

Department: Police

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting or denying Ordinance No. **O-2017-0013**, amending Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours,; by adding a new Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours Chapter 62, of the Code of Ordinances, City of La Marque, Texas. **THIS IS THE FIRST READING.** **THIS ITEM WAS TABLED at the August 7, 2017 Meeting**



Attachments for reference

1. Proposed Ordinance
2. Proposed changes to Section Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours.
3. 2017-2018 TCISD school times including schools located in the City of La Marque.

STAFF BRIEFING:

- On 8/1/2017 Public Services and Police Department staff members met with Texas City ISD Transportation staff to discuss the desired changes to City Ordinance.
- Beginning and ending times for La Marque schools will change in the coming school year and therefore revision to the times that school zones will be enforced is needed to protect the safety of the school children walking to and from school properties.
- School zone signage reflecting school zone locations and times will be adjusted by Public Services staff as needed depending on each school's start and end times.
- Neuman Road, which is located on the South side of La Marque Middle School was identified as no longer needing to be designated as a one-way street during school zone hours.
- The property on Magnolia Drive that once housed Highlands Elementary is no longer a school and therefore the designation as a one-way street during school zone hours is no longer needed.
- The property on Scott Street that once housed the Early Childhood Learning Center is no longer a school, and therefore the designation as a one-way street during school zone hours is no longer needed, nor is the need for parking restrictions.
- Parking restrictions on McKinney Extension are no longer needed as stated by Mainland Preparatory Academy staff.
- McArthur Drive is on the South side of the La Marque Elementary School on Vauthier Street.



CITY COUNCIL AGENDA FORM

- Texas City ISD transportation desires to designate McArthur Drive as a one-way street, with West-bound only traffic, from Westward Avenue to Vauthier Street during the drop-off and pick-up of the students in order to minimize the impact of traffic congestion on the citizens and residents.
- On Wednesday, August 2, 2017 a letter from Chief Jackson was disseminated to all households on McArthur Drive informing residents of the request from Texas City ISD and informing them of their opportunity to address Council.
- On Friday, August 4, 2017, Chief Jackson personally delivered follow-up letters to each household on McArthur Drive clarifying that citizens would be able to address Council during Citizen Participation on Monday, August 7, 2017 and then again at the Public Hearing on August 14, 2017.
- The few citizens who were home at the time of Chief Jackson's visit indicated that they were opposed to the change and that the school traffic already makes it difficult to exit and enter their driveways.

HISTORY:

- The La Marque Code of Ordinances, Section Sections. 62-51; Maximum limits in school zones generally, 62-108; Designated, and 62-139; Parking prohibited on certain streets during school hours address school zone hours, speed limits in school zones, one-way roads during school zone hours and parking on the roadway during school zone hours.
- On September 22, 2003, Ordinance number 929 was approved by La Marque City Council after a request was brought to staff by the Administration of Mainland Preparatory Academy for parking prohibitions on Newman Road and McKinney Extension during school hours.
- On August 11, 2017, Chief Jackson met with Mainland Preparator Academy Administration who informed Chief Jackson that McKinney Extension is not used in their traffic plan, subsequently the parking prohibitions on McKinney Extension are no longer needed.
- Beginning in school year 2016-2017, the La Marque Independent School District merged with the Texas City Independent School District.
- Texas City ISD staff began an analysis of the La Marque ISD structures and identified which ones will be demolished.
- During the summer break between 2016-2017 and 2017-2018 school years, Texas City ISD began demolishing structures. As a result, the need for school zone regulations within the La Marque Code of Ordinances has changed.
- The La Marque Schools and grade levels are as follows:
 - La Marque Primary School on Lake Road houses grades Pre-K through 1st
 - La Marque Elementary School on McArthur Drive houses grades 2nd through 4th
 - La Marque Middle School on Bayou Road houses grades 5th through 8th
 - La Marque High School houses grades 9th through 12th
- City of La Marque staff met with Texas City ISD staff and received input and requests for changes to school zone times, distances and signage.



CITY COUNCIL AGENDA FORM

- Texas City ISD staff members requested making McArthur Drive a one-way street, for Westbound only traffic, during the morning school zone hours from 7:00 a.m. until 8:00 a.m., and the afternoon school zone hours from 3:00 p.m. until 4:00 p.m.
- This Agenda item was presented at the special called meeting on held on August 7, 2017 and tabled until the regular scheduled meeting on September 11, 2017.

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:

- 8/7/2017 – First Reading of the proposed ordinance was tabled by Council
- 9/11/2017 – Conduct a First Reading of the proposed ordinance
- 10/9/2017 – Conduct a Public Hearing and adopt the ordinance at Second 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	\$0.00
Actual Bid	
Estimated Expenditure	\$427.35
Acct. Name(s)	Traffic Control
Line Items #	01-3090-12
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt or deny Ordinance No. **O-2017-0013**, amending Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours, Chapter 62, of the Code of Ordinances, City of La Marque, Texas; by adding a new Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-108; Designated, and Sec. 62-139; Parking prohibited on certain streets during school hours.

FISCAL IMPACT: Signage will need to be changed according to each school's start and end times. Public Services staff will make the needed changes being as fiscally responsible as possible.

ORDINANCE NO. O-2017-0013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 62, TRAFFIC AND VEHICLES, ARTICLE IV. ONE-WAY STREETS, SEC. 62-51, EXTENDING THE DISTANCE FROM 400 TO 600 FEET, RELATING TO THE DISTANCE OF SCHOOL ZONES TO THE PROPERTY LINES; SEC. 62-108, DESIGNATED, OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, BY REMOVING THE EXISTING PARAGRAPHS a), b) AND c) AND REPLACING WITH A NEW PARAGRAPH (a) TO DESIGNATE McARTHUR DRIVE AS A ONE-WAY STREET FOR VEHICULAR TRAFFIC MOVING WEST ONLY DURING SCHOOL DAYS FROM 7:00 A.M. UNTIL 8:00 A.M. AND FROM 3:00 P.M. UNTIL 4:00 P.M.; AMENDING SECTION 62-139, PARKING PROHIBITED ON CERTAIN STREETS DURING SCHOOL HOURS, BY REMOVING EXISTING PARAGRAPHS (1) AND (4); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, McArthur Drive is currently a two-way traffic designated street; and

WHEREAS, the City of La Marque has received a request from the Texas City Independent School District officials to change McArthur Drive to a one-way west bound street during school days and the hours of 7:00 a.m. until 8:00 a.m. and 3:00 p.m. until 4:00 p.m.; and

WHEREAS, on August 2, 2017, a letter was circulated to citizens residing on McArthur Drive to inform them of the request to change McArthur Drive to a one-way west bound street during school days and the hours of 7:00 a.m. until 8:00 a.m. and 3:00 p.m. until 4:00 p.m.; and

WHEREAS, a public hearing was conducted at the special city council meeting where the citizens could support or oppose the change to McArthur Drive. **NOW THEREFORE**

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

SECTION ONE:

That Chapter 62, Sec. 62-51(b) Maximum limits in school zones generally, of the Code of Ordinances, City of La Marque, Texas is hereby amended by changing the existing (b) to read as follows:

“(b) School zones shall be designated at all schools by the chief of police by signs or other markings which indicate the school zone hours at such location. No school zone shall extend more than 600 feet from the property line of any school located in the city. School zones shall be designated only during school days and between the hours of 7:00 a.m. and 5:00 p.m., on school days, or for such intervals during such hours as shall be determined by the chief of police, giving due regard to the need for steady traffic flow, obedience to school zone speed limits and the safety of school-children.”

SECTION TWO:

That Chapter 62, Traffic and Vehicles, Article IV. One-Way Streets, Sec. 62-108, Designated, of the Code of Ordinances, City of La Marque, Texas, is hereby amended to remove the existing a), b), and c) and add a new paragraph (a) to read as follows:

“Section 62-108. Designated.

(a) The following street in the vicinity of La Marque High School is hereby designated as a one-way street westbound for vehicular traffic traveling thereon on school days from the hours of 7:00 a.m. until 8:00 a.m. and from 3:00 p.m. until 4:00 p.m.:

McArthur Street, adjoining the La Marque Elementary School on the South side is designated as a one-way street for vehicular traffic moving west only during the time above set out.”

SECTION THREE:

That Chapter 62-139, Parking prohibited on certain streets during school hours, is hereby amended to read as follows:

“Sec. 62-139. - Parking prohibited on certain streets during school hours.

- (a) It shall be unlawful for any person to park, stop or leave standing any motor vehicle upon the following designated streets within the city during school days between the hours of 7:00 a.m. and 5:00 p.m.:
- (1) Duroux Road from FM 1765, to a distance of 1,390 feet south, along both the east and west side roadway shoulders.
 - (2) Anita Street from FM 1765 to the dead end, a distance of 650 feet, along both the east and west sides of the street.
 - (3) Newman Road from FM 1765 to the I-45 Frontage Road, along both the east and west side roadway shoulders. The parking prohibitions of this subsection shall not apply to those residents of Newman Road or their guests.
- (b) The term "school," as used in this section shall include public and parochial schools and the term "school days" shall mean those days when pupils are in regular attendance at the public or parochial schools.

EFFECTIVE DATE: That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

PASSED AND APPROVED by the City Council for 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 second and final reading this the ____ day of _____, 2017.

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, City Clerk

APPROVED:

Ellis J. Ortego, City Attorney

Sec. 62-51. - Maximum limits in school zones generally.

- (a) Pursuant to the provisions of and authority vested by state law, the city council does hereby establish a prima facie speed limit of 20 miles per hour for any motor vehicle being operated or driven on a public street within a school zone designated in accord with this section, and it shall be unlawful for any person to drive a motor vehicle at a rate of speed in excess of such limit in any such school zone, except for school zones located within a street or highway designated or marked as part of the state highway system, in which event, the prima facie speed limit shall be as prescribed in division 2 of this article for such state highway.
- (b) School zones shall be designated at all schools by the chief of police by signs or other markings which indicate the school zone hours at such location. No school zone shall extend more than 400 600 feet from the property line of any school located in the city. School zones shall be designated only during school days and between the hours of 7:30 7:00 a.m. and 4:00 5:00 p.m., on school days, or for such intervals during such hours as shall be determined by the chief of police, giving due regard to the need for steady traffic flow, obedience to school zone speed limits and the safety of school-children.
- (c) The term "school," as used in this section, shall include public and parochial schools. The term "school days" shall mean those days when pupils are in regular attendance at the public or parochial schools for which speed zones are marked.

(Code 1972, § 18-41; Ord. No. 243, arts. I—III)

Sec. 62-108. - Designated.

- (a) The following street in the vicinity of La Marque Elementary School is hereby designated as a one-way street for vehicular traffic traveling thereon on school days, generally between the hours of 7:00 a.m. and 8:00 a.m. and from 3:00 p.m. and to 4:00 p.m.:
McArthur Drive, from Westward Avenue to Vauthier Street is designated as a one-way street for vehicular traffic moving west only during the time set out above.
- ~~(a) The following street in the vicinity of Bayou Road School is hereby designated as a one-way street for vehicular traffic traveling thereon on school days, generally between the hours of 7:45 a.m. and 8:15 a.m. and from 3:00 p.m. and to 3:30 p.m.:
Newman Street, adjoining the La Marque Junior High School on the south is designated as a one-way street for vehicular traffic moving west only during the time above set out.~~
- ~~(b) The following portion of Magnolia Street in the vicinity of Highlands Elementary School is hereby designated as a one-way street for vehicular traffic traveling thereon on school days between the hours of 7:30 a.m. and 8:00 a.m. and from 2:30 p.m. to 3:00 p.m.:
Magnolia Street, from Lake Road to Possum Trot Street, is designated as a one-way street for vehicular traffic moving east only during the time set out above.~~
- ~~(c) The following street in the vicinity of Early Childhood Learning Center is hereby designated as a one-way street for vehicular traffic traveling thereon on school days, generally between the hours of 7:00 a.m. and 8:30 a.m. and from 2:00 p.m. and 3:30 p.m.:
Scott (from the intersection of Norman and Scott to the intersection of Scott and Bayou Road), adjoining the Early Childhood Learning Center School is designated as a one-way street for vehicular traffic moving west only during the time above set out.~~

(Code 1972, § 18-64; Ord. No. 195, § I; Ord. No. 282, § I; Ord. No. 629; Ord. No. 865, § 1, 6-14-1999)

Sec. 62-139. - Parking prohibited on certain streets during school hours.

- (a) It shall be unlawful for any person to park, stop or leave standing any motor vehicle upon the following designated streets within the city during school days between the hours of 7:00 a.m. and ~~4:00~~ 5:00 p.m.:

~~(1) On the south one half of Scott Street between Bayou Road and Norman Street.~~

- (1) Duroux Road from FM 1765, to a distance of 1,390 feet south, along both the east and west side roadway shoulders.
- (2) Anita Street from FM 1765 to the dead end, a distance of 650 feet, along both the east and west sides of the street.
- (3) Newman Road from FM 1765 to the I-45 Frontage Road, along both the east and west side roadway shoulders. The parking prohibitions of this subsection shall not apply to those residents of Newman Road or their guests.

~~(4) McKinney Extension from the I-45 Frontage Road, along both the north and south side roadway shoulders. The parking prohibitions of this subsection shall not apply to those residents of Newman Road or their guests.~~

- (b) The term "school," as used in this section shall include public and parochial schools and the term "school days" shall mean those days when pupils are in regular attendance at the public or parochial schools.

(Code 1972, § 18-82; Ord. No. 177, Arts. I, II; Ord. No. 757; Ord. No. 929, § 18-82, 9-22-2003)

Texas City ISD
2017-2018 School Start and Dismissal Times

Campus	Students	
	Start Times	Dismissal Times
Calvin Vincent Early Childhood Center	8:00 am	2:15 pm
Heights Elementary	8:00 am	3:35 pm
Kohfeldt Elementary	8:00 am	3:35 pm
La Marque Elementary	8:00 am	3:35 pm
La Marque Primary	7:50 am	3:25 pm
Northside Elementary	8:00 am	3:35 pm
Roosevelt-Wilson Elementary	8:00 am	3:35 pm
Levi Fry Intermediate	7:30 am	3:05 pm
Blocker Middle School	8:25 am	4:00 pm
La Marque Middle School	8:25 am	4:00 pm
La Marque High School	8:35 am	4:10 pm
Texas City High School	8:35 am	4:10 pm
Woodrow Wilson DAEP	8:30 am	4:05 pm



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017
Prepared by: Sussie Sutton
Department: Development Services

Agenda item: 8a
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action to accept the Proposed Street Dedication Landing at Delany Cove, being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas being the continuation of Meadow Lake Village Drive, as recommended by Planning and Zoning Commission.

☒ X

ATTACHMENTS FOR REFERENCE

1. Final Plat
2. Planning and Zoning Minutes for January 10, 2017
3. Letter of Recommendation
4. Property Owner Public Notice

STAFF BRIEFING:

- The Planning and Zoning Commission discussed at the regular meeting of January 10, 2017.
- The Commission voted to forward the item to City Council with a favorable recommendation.
- Street Dedication necessary to obtain approval from DD2 to extend over their drainage ditch for access to future development already planned.
- **Bridge will be constructed at the same time as Delany Cove Section 8 is constructed.**

HISTORY

- **December 28, 2016** – Property Owner Public Notice mailed to residents within a 200 ft. radius.
- **January 10, 2017** – Planning and Zoning Commission held a regular meeting and recommended approval to City Council for the proposed street dedication.

TARGET IMPLEMENTATION: February 13, 2017

SIGNIFICANT ACTION DATES

- **December 28, 2016** – 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- Street & Bridge Dedication | |

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to accept the Proposed Street Dedication Landing at Delany Cove, being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas being the continuation of Meadow Lake Village Drive, as recommended by the Planning and Zoning Commission

FISCAL IMPACT: None

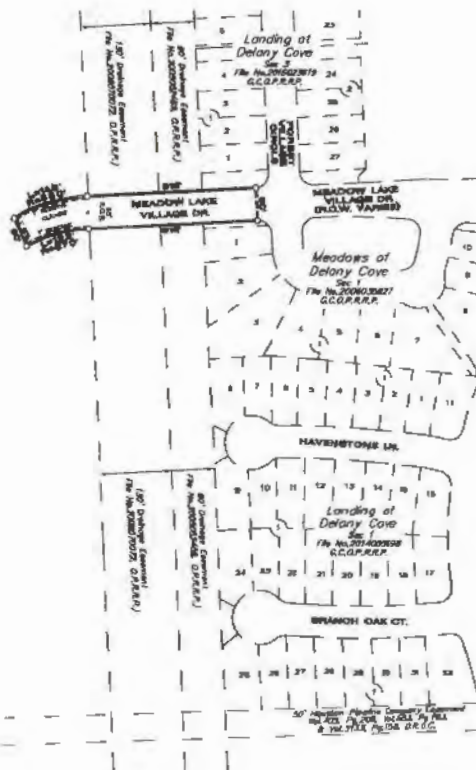
Future Development

Future Development

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 & Vol. 100, No. 100, Vol. 100, No. 100, Vol. 100, No. 100

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THIS PRELIMINARY DRAINAGE PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ALABAMA ORDINANCE NO. 1 IS OFFICED BY THE CITY ENGINEER, AND THE CITY ENGINEER HAS REVIEWED THE PLAN AND THE PROVISIONS OF THE APPLICABLE ORDINANCE, WHICH ARE SUBSEQUENTLY SIGNED BY THE CITY OF ALABAMA PLANNING COMMISSION. THIS PRELIMINARY PLAN HAS BEEN PREPARED FOR THE LIMITED PURPOSE OF PROVIDING INFORMATION TO THE CITY ENGINEER AND THE CITY OF ALABAMA PLANNING COMMISSION. IT IS NOT TO BE USED IN CONNECTION WITH ANY OTHER MATTER, AND IT IS NOT TO BE USED IN CONNECTION WITH ANY OTHER MATTER, AND IT IS NOT TO BE USED IN CONNECTION WITH ANY OTHER MATTER. THE CITY ENGINEER AND THE CITY OF ALABAMA PLANNING COMMISSION ARE NOT RESPONSIBLE FOR ANY OTHER MATTER, AND IT IS NOT TO BE USED IN CONNECTION WITH ANY OTHER MATTER. THE CITY ENGINEER AND THE CITY OF ALABAMA PLANNING COMMISSION ARE NOT RESPONSIBLE FOR ANY OTHER MATTER, AND IT IS NOT TO BE USED IN CONNECTION WITH ANY OTHER MATTER.



Vicinity Map
 La Marque, Texas
 N.T.S.

CONGRAT. NOTE.

- 1.) "X" RES. INDICATES ONE FOOT RESERVE.
- dedicated to the public in fee as a buffer separation between the site or sites shown north streets and adjacent storage tracts, the condition of such easements being that given the adjacent property is subdivided in a residential plot, the one foot reserve shall thereupon become subject in the public for street right-of-way purposes and the fee title therein shall revert to and remain in the said owner, his heirs assigns, or successors.
- 2.) ALL PROPERTY (RE) DEVELOPABLE ARE AFFORDABLE.

A PRELIMINARY PLAN OF
**MEADOW LAKE
VILLAGE DRIVE**
STREET DEDICATION

BEING 0.6± ACRES OF LAND

OUT OF THE
S.F. AUSTIN LEAGUE NO.4 SURVEY, A-2
CITY OF LA MARQUE, GALVESTON COUNTY, TEXAS

OWNER:
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD
PLANNER:



**KERRY R. GILBERT
& ASSOCIATES**

• Land Planning Consultants •
23501 Cedar Ranch BAY, Suite A 204
Katy Texas 77434
Tel 281-579-0840

SCALE: 10 = 100%

SCALE 1" = 100'

SEPTEMBER 09, 2015
10:48:05 AM



1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
PLANNING AND ZONING COMMISSION
PUBLIC HEARING / REGULAR MEETING MINUTES
OF
JANUARY 10, 2017**

(1) CALL TO ORDER

Commissioner Greg Cornett called the Planning & Zoning Commission meeting to order at 4:04 p.m.

(2) ROLL CALL

PRESENT:

Commissioner Greg Cornett
Commissioner Russell Washington
Commissioner Hugh Cash
Commissioner Augustino Molis

ABSENT:

Chairperson Deanna Bethea
Commissioner Chris Crowder

STAFF PRESENT:

Carol Buttler - City Manager
Les Rumburg - Director of Public Services
Sussie Sutton - Development Services
Ellis Ortego - City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was dispensed by the Planning & Zoning Commission, led by Commissioner Cash.

(4) APPROVAL OF MINUTES

Regular Meeting Minutes of December 13, 2016

Commissioner Cash made a motion to accept the minutes for December 13, 2016. Commissioner Molis seconded. **MOTION PASSED UNANIMOUSLY.**

(5) CITIZENS COMMENTS

Councilmember Michetich addressed the Planning and Zoning Commission and complimented the members for a job well done. He also discussed a new city ordinance to help the Planning and Zoning Commission make the important decisions and to assist developers who conduct business within the city.

(6) PUBLIC HEARING

Commissioner Cornett closed the Regular Meeting and opened the Public Hearing at 4:09 p.m.

- a. **Preliminary Plat** for street construction for dedication; Landing at Delany Cove, Being 0.6 Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, West of Delany Rd. & North of FM 1765.
- b. **Preliminary Plat** of Landing at Delany Cove Section 7, Being 12.5 + Acres of Land containing 57 lots (50' x 120'TYP.) and five reserves in five blocks out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' x 120' to 50' x 120' in size. West of Delany Rd. & North of FM 1765.
- c. **Preliminary Plat** of Landing at Delany Cove Section 8, Being 11.8 + Acres of Land containing 47 lots (50' x 120'TYP.) and four reserves in three blocks out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' x 120' to 50' x 120' in size. West of Delany Rd. & North of FM 1765.

There was no commentary on the above items.

Commissioner Cornett closed the Public Hearing and opened the Regular Meeting at 4:12 p.m.

(7) **NEW BUSINESS**

- a. **Proposed Street Dedication** Landing at Delany Cove, Being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas being the continuation of Meadow Lake Village Drive.

Director of Development Services, Les Rumburg addressed the Commissioners to explain that this was not actually a preliminary plat but a proposed street dedication. This street is an extension of an existing street within Delany Cove Subdivision, which requires city approval as a formality.

Commissioner Cash made a motion to recommend to City Council approval for the Proposed Street Dedication at Landing at Delany Cove, Being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas being the continuation of Meadow Lake Village Drive. Commissioner Washington seconded. **MOTION PASSED UNANIMOUSLY.**

- b. **Preliminary Plat** of Landing at Delany Cove Section 7, Being 12.5 + Acres of Land containing 57 lots (50' x 120'TYP.) and five reserves in five blocks out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' x 120' to 50' x 120' in size. West of Delany Rd. & North of FM 1765.

Commissioner Washington made a motion to recommend to City Council approval for the Preliminary Plat of Landing at Delany Cove Section 7, Being 12.5 + Acres of Land containing 57 lots (50' x 120'TYP.) and five reserves in five blocks out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, and allowing a

variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' x 120' to 50' x 120' in size. West of Delany Rd. & North of FM 1765. Commissioner Cash seconded. **MOTION PASSED UNANIMOUSLY.**

- c. **Preliminary Plat** of Landing at Delany Cove Section 8, Being 11.8 + Acres of Land containing 47 lots (50' x 120'TYP.) and four reserves in three blocks out of the S. F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' x 120' to 50' x 120' in size. West of Delany Rd. & North of FM 1765.

Commissioner Cash made a motion to recommend to City Council approval for the Preliminary Plat of Landing at Delany Cove Section 8, Being 11.8 + Acres of Land containing 47 lots (50' x 120'TYP.) and four reserves in three blocks out of the S. F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' x 120' to 50' x 120' in size. West of Delany Rd. & North of FM 1765. Commissioner Washington seconded. **MOTION PASSED UNANIMOUSLY.**

- d. **Final Plat** of Painted Meadows Section 5, a subdivision of 27.317 acres located in the J.R. Pace Survey, Abstract – 161 Galveston County, Texas, City of La Marque, Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' x 120' to 50' x 110' in size. East of intersection at Autry Rd. and Ave. A.

Director of Development Services, Les Rumburg informed the Commissioners that the developers will be requesting annexation of Section 5 in February 2017. A meeting was held January 5, 2017, to discuss staff concerns regarding the Drainage District 2's approved drainage plans and the condition of Autry Road after the completion of Section 5 of Painted Meadows. A lengthy discussion ensued.

Commissioner Cash made a motion to recommend to City Council approval for the Final Plat of Painted Meadows Section 5, a subdivision of 27.317 acres located in the J.R. Pace Survey, Abstract – 161 Galveston County, Texas, City of La Marque, Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' x 120' to 50' x 110' in size. East of intersection at Autry Rd. and Ave. A. Commissioner Washington seconded. **MOTION PASSED UNANIMOUSLY.**

(8) CHAIRPERSON'S REPORT

There was no report.

(9) EXECUTIVE SESSION

There was no Executive Session.

(10) REQUESTS AND ANNOUNCEMENTS

None.

(11) ADJOURNMENT

Commissioner Cornett made a motion to adjourn the meeting at 4:46 p.m. Commissioner Washington seconded. **MOTION PASSED UNANIMOUSLY.**

Greg Cornett, Commissioner
Planning & Zoning Commission

DRAFT



**City of La Marque
Economic Development
1130 1st Street
La Marque, Texas 77568**

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 the (Meadow Lake Village Drive) street construction and dedication at Landing at Delany Cove, being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, West of Delany Rd. & North of FM 1765

By unanimous vote, Planning and Zoning Commission recommended forwarding a favorable response of this request to City Council for their consideration.

Thank You,

Greg Cornett
Commissioner, Planning and 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, January 10, 2017 at 4:00 p.m. in the Council Chambers, located at 1109-B Bayou Road, La Marque, Texas regarding:

A proposed Preliminary Plat for Street construction for dedication; Landing at Delaney Cove, Being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, West of Delany Rd. & North of FM 1765

A proposed Preliminary Plat of Landing at Delaney Cove Section 7, Being 12.5 + Acres of Land containing 57 lots (50' x 120'TYP.) and five reserves in five blocks out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60'X 120' to 50' X 120' in size. West of Delany Rd. & North of FM 1765

A proposed Preliminary Plat of Landing at Delaney Cove Section 8, Being 11.8 + Acres of Land containing 47 lots (50' x 120'TYP.) and four reserves in three blocks out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas, and allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60'X 120' to 50' X 120' in size. West of Delany Rd. & North of FM 1765

For further information please contact Erica Grundmann, Developmental Services at 409.938.9204.

Robin Eldridge, TRMC
City Clerk
City of La Marque



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017
Prepared by: Suzy Kou
Department: Finance

Agenda item: 8b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2017-0019**, Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges. **THIS IS FIRST READING.**

☒ X

ATTACHMENTS FOR REFERENCE

1. Proposed Ordinance
2. Waste Management Contract
3. Budget 2018 Details for Fund 63

STAFF BRIEFING:

- **July 27, 2017-** Council approved contract with Waste Management to perform solid waste services effective October 1, 2017 through September 30, 2024 with renewal option.

HISTORY:

TARGET IMPLEMENTATION:

- **October 2017**

SIGNIFICANT ACTION DATES:

September 11, 2017- Ordinance approval First Reading.

October 9, 2017- Ordinance approval Second and Final 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	\$1,777,830
Actual Bid	
Estimated Expenditure	\$1,777,830
Acct. Name(s)	Various sanitation expenditure accounts
Line Items #	See attached
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2017-0019** Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges.

FISCAL IMPACT: See attached

ORDINANCE NO. O-2017-0019

AN ORDINANCE AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED SOLID WASTE COLLECTIONS CHARGES.

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

Section 1. That Appendix A, Schedule of Fees and Charges, Solid Waste Collection Charges, of the La Marque Code of Ordinances is hereby amended to read as follows:

APPENDIX A: SCHEDULE OF FEES AND CHARGES

Solid Waste Collection Charges

There are hereby levied the following charges, to be collected from the owner occupying any premises located or from the occupant or person in possession or control of any premises located on an established garbage and rubbish route within the city, for the removal and disposition of garbage and rubbish;

- (1) Residential Rates Per Month per Residential Service Unit (not including sales tax)
 - (a) Twice a week Residential Collection Rate- \$21.20.
 - (b) Every other week Recycling Collection- Included.
 - (c) Once a week Bulky Waste Collection- Included.
 - (d) At Your Door Household Hazardous Waste/Electronics Collection- Included.
 - (e) Residential Service Unit- Additional Cart- \$5 per Cart.
 - (f) Bulky Waste in excess of 5 cubic yards- \$150 per occurrence.
 - (g) Replacement Cart- \$70 per Cart.
- (2) Commercial Unit Collection Rates
 - (a) Castors per month- \$15.
 - (b) Locking Device per month- \$35.
 - (c) Monthly Commercial Unit Rates

Container Size/Type	Weekly Collection Frequency						
	1	2	3	4	5	6	Extra P/U
Commercial Hand PU 96 Gal Cart	N/A	\$ 44.30	N/A	N/A	N/A	N/A	N/A
Commercial Hand Extra Cart (Each)		\$ 15.00					
2 yd FEL Container	\$ 85.11	\$ 134.40	\$ 196.74	\$ 225.90	\$ 271.15	\$ 320.46	\$ 50.00
3 yd FEL Container	\$ 92.27	\$ 176.25	\$ 235.15	\$ 248.92	\$ 356.03	\$ 413.56	\$ 55.00
4 yd FEL Container	\$ 117.73	\$ 193.35	\$ 262.99	\$ 327.34	\$ 399.82	\$ 468.14	\$ 60.00
6 yd FEL Container	\$ 154.12	\$ 234.59	\$ 354.69	\$ 462.75	\$ 562.29	\$ 655.09	\$ 65.00
8 yd FEL Container	\$ 200.96	\$ 296.12	\$ 418.56	\$ 542.00	\$ 676.62	\$ 823.84	\$ 70.00

(d) Roll Off Bin (non-Temporary) and Compactor Rates

Roll off Size/Type	Container Rental Fee (Per Month)	Initial Delivery Fee (One-time)	Collection Fee (Per Haul)	Disposal Fee (Per Ton)
10 CY Roll off	\$ 125.00	\$ 150.00	\$ 224.00	\$ 31.00
20 CY Roll off	\$ 125.00	\$ 150.00	\$ 224.00	\$ 31.00
30 CY Roll off	\$ 125.00	\$ 150.00	\$ 224.00	\$ 31.00
40 CY Roll off	\$ 125.00	\$ 150.00	\$ 224.00	\$ 31.00
30 CY Roll off Compactor	\$ 350.00	*	\$ 224.00	\$ 31.00
40 CY Roll off Compactor	\$ 350.00	*	\$ 224.00	\$ 31.00
<i>* To be determined by Contractor and Customer</i>				

Section 2. Effective Date: The effective date shall coincide with the first utility billing after October 1, 2017.

PASSED AND APPROVED by the City Council of the City of La Marque on the First Reading this the _____ day of September, 2017.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on the 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

SOLID WASTE AND RECYCLING SERVICES CONTRACT

This Solid Waste and Recycling Services Contract ("Contract"), made and entered into this 4th day of August, 2017 ("Effective Date"), by and between the City OF LA MARQUE ("City"), located in Galveston County, Texas, and Waste Management of Texas, Inc., 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.

- 1.1 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 of 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 reasonably requests.
- 1.2 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.
- 1.3 Bulky Waste – Solid Waste generated at a Residential Service Unit that is not contained in a Solid Waste Cart such as bagged Solid Waste, Yard Trimmings, White Goods, appliances, furniture, household equipment, swing sets, bicycles,

scrap metal, Construction and Demolition Debris and other Solid Waste not contained in a Solid Waste Cart. Bulky Waste excludes waste generated by a person, firm, or provider engaged by the Residential Service Unit Customer to provide services at the Residential Service Unit. A Bulky Waste item may not exceed 200 pounds and a two-person crew must be able to Collect the Bulky Waste item without causing laceration to the two-person crew.

- 1.4 Bulky Waste Services – The Collection and Disposal of Bulky Waste.
- 1.5 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.
- 1.6 Cart – A receptacle provided by Contractor and equipped with wheels and a bar, 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. Ownership of all Carts shall remain with the Contractor. The weight of a Cart and its contents shall not exceed 175 pounds.
- 1.7 City – City of La Marque, Texas, a municipal corporation, includes City officers, elected officials, employees, agents, volunteers and representatives.
- 1.8 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.
- 1.9 Collect or Collection – The act of lifting, carrying, and/or removing Solid Waste or Bulky Waste from a Customer location 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, Dumpster, or non-Temporary Roll-Off.
- 1.12 Commercial Service Unit – All premises, locations or entities, public or private, including but not limited to, stores, offices, restaurants, warehouses, manufacturing facilities, industrial facilities, requiring Collection services within the corporate limits of City that are not classified as a Residential Service Unit or City Facility.
- 1.13 Commercial Waste – All types of Solid Waste generated by or at Commercial Service Units or a City Facility excluding Unacceptable Waste and Residential Service Unit Solid Waste.
- 1.14 Construction or Demolition Waste – Waste resulting from construction, remodeling, repair, or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings, homes, and other structures
- 1.15 Contamination – The existence of any material or substance on or contained in Recyclable Materials other than Recyclable Materials.

- 1.16 Contract – This document, including any written attachment thereto as agreed upon by City and Contractor.
- 1.17 Contract Administrator – The person, or his designee, designated by City to administer and monitor the provisions of this Contract.
- 1.18 Contract Year – The period beginning October 1st and ending on September 30th of each year for the term of the Contract.
- 1.19 Contractor – Waste Management of Texas, Inc., its affiliates and subsidiaries, employees, officers, agents, successors and assigns.
- 1.20 Contractor's Representative – An employee of Contractor who is authorized to make decisions related to this Contract and act on Contractor's behalf.
- 1.21 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.
- 1.22 Customer – The owner or tenant of a Residential Service Unit, or the owner or tenant of a Commercial Service Unit including the City, 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.
- 1.23 Dispose or Disposal – The deposit, dumping, or placing of any Solid Waste (whether containerized or noncontainerized) at a Disposal Site.
- 1.24 Disposal Site – A Landfill or other Solid Waste management facility selected by Contractor and permitted under all Applicable Law to Dispose of Solid Waste. Contractor shall Dispose of all Solid Waste at a Disposal Site.
- 1.25 Document Shredding – The receipt of documents delivered by the City or Residential Service Unit Customers for the shredding of such documents into less than or equal to five-sixteenths (5/16) of an inch with a strip width of less than or equal to 5/16 of an inch, and Recycling of shredded documents.
- 1.26 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.
- 1.27 Effective Date – The date set forth in the first sentence of this Contract.
- 1.28 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.
- 1.29 Hazardous Waste – Material 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. Hazardous Waste is excluded from Collection under this Contract, except for those materials that are eligible for Collection pursuant to Exhibit C, the At Your Door Collection Program.

- 1.30 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.
- 1.31 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.
- 1.32 May – Something that is not mandatory but permissible.
- 1.33 Medical Waste – Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.34 Missed Collection – When a resident properly and timely places Solid Waste or Recyclables for Collection by Contractor, and Contractor does not Collect the properly placed material on its initial run of the designated Collection route.
- 1.35 Non-Recyclable Materials – Any materials in the Single Stream Materials that are not Recyclable Materials. Non-Recyclable Materials include but are not limited to the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Films (e.g., plastic grocery bags)
Glass cookware/bake-ware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials; foam products	Wet fiber
Fiber containing, or that has been in contact with, food debris or other contaminating material	Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension
Materials: (a) that contain chemical or other properties deleterious, or	

capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.	
--	--

~~Program Recyclable Materials are Non-Recyclable Materials for the following reasons only:~~

- 1.36 Party – City and Contractor.
- 1.37 Process or Processed or Processing – Recovery of Recyclable Materials, treatment into Recovered Materials, and Marketing of Recovered Materials to end markets.
- 1.38 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.
- 1.39 Program Introduction Notice – Public education and outreach to inform each Residential Service Unit of the program including Set-out requirements.
- 1.40 Program Recyclable Materials – Recyclable Material that the City and Contractor have agreed to include in the Residential Service Unit Collection and Processing program. The Program Recyclable Materials are:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Rigid plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Brown bags and Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

- 1.41 Recovered Materials – Recyclable Materials or Household Hazardous Waste and Electronics, collected as part of the program requirements set out in the Contract which have been Processed to market specifications.
- 1.42 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.

- 1.43 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.
- 1.44 Recycling Services – The Collection and Processing of Program Recyclable Materials.
- 1.45 Refuse – Rubbish.
- 1.46 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.
- 1.47 Residential Waste – Solid Waste generated by or at Residential Service Units excluding Unacceptable Waste and Solid Waste not generated at a Residential Service Unit.
- 1.48 Roll-off – A metal receptacle with a minimum capacity of approximately ten (10) cubic yards, and a maximum capacity of forty (40) cubic yards, typically intended for high-volume generation of Commercial Waste, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle.
- 1.49 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).
- 1.50 Scheduled Collection Day – The specific day or days of the week on which Collection shall be provided by Contractor to the Customer.
- 1.51 Set out – Material(s) placed by a Customer for Collection by Contractor as allowed under this Contract.
- 1.52 Services – Consist of Solid Waste Services, Bulky Waste Services, and Recycling Services.
- 1.53 Single Stream Materials: All materials deposited by a Customer in the Customer's Recycling Cart, including any Recyclable Materials and Non-Recyclable Materials.

- 1.53 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:
- 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;
 - 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
 - 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.).
- 1.54 Solid Waste Services – The Collection and Disposal of Solid Waste including, but not limited to, Bulky Waste.
- 1.55 Special Event – The Collection and Disposal of Solid Waste and the Collection and Processing of Recyclable Materials at City events.
- 1.56 Special Waste – Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste." Special Waste is excluded from this Contract.
- 1.57 Temporary – Not to exceed thirty (30) calendar days.
- 1.58 Unacceptable Waste – Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, cause substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste, untreated Medical Waste, dead animals not contained in Cart, dead farm animals, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, 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 improvements.
- 1.59 Unusual Accumulations – Any Waste or Recyclables placed for Collection in excess of the volumes permitted by this Contract. Contractor shall have no obligation under this Contract to Collect Unusual Accumulations without payment

for excess volumes in accordance with Contract. Contractor may assess an overage charge in accordance with the Contract for the Collection of any Unusual Accumulations. Contractor has the right to take photographic evidence of Unusual Accumulations.

- 1.60 Waste – All Residential Waste and Commercial Waste to be collected by Contractor pursuant to this Contract. The term "Waste" specifically excludes Unacceptable Waste.
- 1.61 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.
- 1.62 Yard Trimmings – Cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, stems, tree trimmings, and branches, which individually do not exceed 5 feet in length or 5" in diameter.

2.0 GRANT OF FRANCHISE

- 2.1 General. Contractor, not City, shall be solely responsible for defending the rights granted to Contractor herein against third parties. City shall provide reasonable and necessary support to Contractor in such instances.
- 2.2 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:
 - 2.2.1 Collection and Disposal of Solid Waste for Residential Service Units, Commercial Service Units, and City Facilities using Carts, Dumpsters, non-Temporary Roll-offs or Compactors; and
 - 2.2.2 Collection and Processing of Program Recyclable Materials for Residential Service Units.
- 2.3 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:
 - 2.3.1 Collection and Disposal of Solid Waste via Temporary Roll-offs for Residential Service Units, Commercial Service Units and City Facilities; and
 - 2.3.2 Collection and Processing of Program Recyclable Materials for Commercial Service Units and City Facilities.

3.0 TERM

- 3.1 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.
- 3.2 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 six (6) months 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

- 4.1 Solid Waste Collection. Contractor shall Collect from each Residential Service Unit, twice per week on either 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.
- 4.2 Bulky Waste Collection. Contractor shall Collect Bulky Waste Set-out of up to five (5) cubic yards from each Residential Service Unit once per week on one of the two Solid Waste Scheduled Collection Days for that Residential Service Unit. Contractor shall provide a map that indicates the designated Bulky Waste Scheduled Collection Day for the Residential Service Units located in each of four Bulky Waste collection quadrants of the City. 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. For Bulky Waste Set-outs in excess of five (5) cubic yards, the Residential Service Unit may, at its sole discretion, have the Bulky Waste Set-out in excess of five (5) cubic yards Collected on or by the Residential Service Unit's designated Bulky Waste Collection Day of the next calendar week (i) at no cost as Bulky Waste Collection included in base services or (ii) at the agreed upon fee reflected in Exhibit A of this Contract for Additional Bulky Waste Services to be pre-paid by Customer directly to Contractor. Customer shall contact Contractor to arrange for Additional Bulky Waste Services.
- 4.3 Program Recyclable Materials Collection. Contractor shall Collect from each Residential Service Unit, once every other week on the first Scheduled Collection Day of the calendar week, all Program Recyclable Materials Set-out in that Residential Service Unit's Recycling Cart(s). Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. Residential Service Unit Program Recyclable Materials Collection loads shall not contain more than 30% by weight of Non-Recyclable Materials. If a load of material does not meet these specifications, the load may be rejected. City shall provide reasonable and necessary support to Contractor to minimize the occurrence of rejected loads. Contractor may not charge the City for any costs of a rejected load, including but not limited to transportation or disposal costs of Non-Recyclable Materials. Contractor has the right to dispose of all residue, Contamination, and Non-Recyclable Materials Collected or that results from or remains after processing of the Single Stream Materials Collected from Residential Service Units.

- 4.4 At Your Door Household Hazardous Waste and Electronics Collection. Contractor shall provide a service to collect Residential Service Unit Household Hazardous Waste and electronics collection under the terms and conditions set forth in Exhibit C of this Contract.
- 4.5 Roll-off Services. Upon request of a Residential Service Unit, Contractor shall provide a Roll-off and Roll-off Collection in accordance with Section 6.
- 4.6 Carts and Set-Out.
- 4.6.1 Contractor shall provide one (1) new Cart for Solid Waste and one (1) new Cart for Program Recyclable Materials to each Residential Service Unit at the commencement of this Contract. Carts for Solid Waste and Program Recyclable Materials (together, the "Carts") shall be placed by the Customer of a Residential Service Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall reasonably aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts.
- 4.6.2 The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Service Unit where delivered by Contractor. The Customer shall not overload (i.e., no more than 175 pounds) a Cart, and shall use the Cart only for its proper and intended purpose as set out in this Contract. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost, stolen, or missing, Contractor agrees to replace such lost or missing Cart with a new Cart, at a rate of \$70.00 to the Customer. If a Cart is damaged, Contractor will swap a damaged Cart with a replacement Cart at no charge.
- 4.7 House Side Collection Service. Contractor shall, at City's request and at no additional cost, provide house side collection service for Solid Waste and Program Recyclable Materials to any Residential Service Unit Customer that the City has determined is physically unable to place the Carts at the curbside for Collection. City shall provide written notification to Contractor of those residential addresses needing house side service. A resident shall only be eligible for house side collection service if no other able bodied person is occupying the residence. Contractor shall not be required to enter any gates or enclosures to perform house side collection service.

5.0 COMMERCIAL SERVICE UNITS COLLECTION

- 5.1 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 Solid Waste is contained in Carts/Containers and in compliance with City ordinances and any other Applicable Law. The Commercial Container shall be

located on a concrete pad or other surface reasonably acceptable to Contractor to accommodate equipment and at a location reasonably acceptable to Contractor. The Contractor Administrator reserves the right to designate the service level.

- 5.2 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 Program Recyclable 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.
- 5.3 Roll-off Services. Upon request of a Commercial Service Unit, Contractor shall provide Roll-off Collection in accordance with Section 6.

6.0 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 Solid Waste is contained in Roll-offs and in compliance with City ordinances and any other Applicable Law. The Roll-off shall be located on a concrete pad or other surface reasonably acceptable to Contractor to accommodate equipment and at a location reasonably acceptable to Contractor. The Contractor Administrator reserves the right to designate the service level.

7.0 CITY FACILITIES AND SPECIAL EVENTS SERVICES

- 7.1 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.
- 7.2 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 Solid Waste is contained in Commercial Containers and in compliance with City ordinances and any other Applicable Law. The Commercial Containers shall be located on a concrete pad or other surface reasonably acceptable to Contractor to accommodate equipment and at a location reasonably acceptable to the Contractor. The Contractor Administrator reserves the right to designate the service level.
- 7.3 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 Program Recyclable Materials are contained in Commercial Containers and compliance with City ordinances and any other Applicable Law. The Commercial Containers shall be located on a concrete pad or other surface reasonably acceptable to Contractor to accommodate equipment and at a location reasonably acceptable to the contractor. The Contractor Administrator reserves the right to designate the service level.

7.4 Roll-offs Services. Upon request of a City Facility, Contractor shall provide Roll-off Collection in accordance with Section 6 at no charge.

7.5 Annual Bayou Fest Special Event. Contractor shall provide a maximum of four thousand dollars (\$4,000.00) of the following Special Event services for the Annual Bayou Fest per Contract Year. If the Special Event services for the Annual Bayou Fest exceed \$4,000.00, the City will pay Contractor for the equipment and services that exceed \$4,000.00 at the rates set forth in the Contract or, for portable toilets, at the rates agreed to by the parties. The Contract Administrator reserves the right to designate the Special Event services for Annual Bayou Fest to be provided by Contractor.

7.5.1 Portable Toilets. Contractor shall provide portable toilets up to a maximum of thirty (30) regular toilets and four (4) handicap toilets for a maximum of 3 days, including delivery and removal.

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.

7.5.2 Event Boxes and Liners. Contractor shall provide event boxes and liners up to a maximum of one hundred (100) boxes and two hundred (200) liners.

Contractor shall service, including, but not limited to, Collection and Disposal of materials and replenishment of liners. Contractor shall deliver and retrieve the event boxes in accordance with City's request.

7.5.3 Roll-offs. Contractor shall provide Roll-offs, up to a maximum of two (2) thirty (30) cubic yard roll-offs for 3 days, including delivery and removal. Contractor shall service, including, but not limited to, Collection and Disposal of Solid Waste and Collection and Processing of Recyclable Materials, so long as the Recyclable Materials are deposited in separate containers from the Solid Waste and meet the specifications in this Contract. Contractor shall deliver and retrieve the Roll-offs in accordance with City's request.

7.6 Annual Document Shredding Special Events. Contractor shall conduct for Residential Service Unit Customers and City Facilities, including, but not limited to, labor, equipment, Collection, Processing, and publicity, two (2) Document Shredding Special Events per Contract Year, where Residential Service Unit Customers and the City shall be allowed to deliver documents for shredding. No materials other than documents will be accepted, and no documents from businesses will be accepted. Each Document Shredding

Special Event shall be eight (8) consecutive hours, at a location and date mutually agreed to by City and Contractor, and shall provide Documents Shredding for City residents.

- 7.7 Annual Citywide Cleanup. Contractor shall conduct for Residential Service Unit Customers, including, but not limited to, labor, equipment, Collection, Disposal and publicity, two (2) Citywide cleanup Special Events per Contract Year at two (2) locations to be determined by City. Each Solid Waste Special Event shall be eight (8) consecutive hours, at a date mutually agreed to by City and Contractor. Contractor shall provide no more than eight (8) roll-offs for this event. Residents shall be allowed to drop off Solid Waste and Bulky Waste that Contractor shall transport and dispose of at the Disposal Site. City shall provide staff and volunteers to man the Annual Citywide Cleanups.
- 7.8 Ongoing Yard Trimmings Drop-off. Contractor shall provide no cost utilization at its Coastal Plains landfill facility ("Coastal Plains") for delivery of Yard Trimmings by City and City residents for Recycling or composting by Contractor. If Coastal Plains ceases its composting activities, Contractor shall at City's sole discretion provide (i) no cost utilization of Coastal Plains for delivery of Yard Trimmings by City and City residents for disposal by Contractor or (ii) no cost utilization of the Contractor owned or operated facility which is the closest to City Hall and provides Recycling or composting for delivery of Yard Trimmings by City and City residents for Recycling or composting by Contractor. Residential Service Unit Customers and the City may transport and deliver Yard Trimmings to Contractor's Coastal Plains or other facility requested by Contractor and approved by City (collectively, "Facility") in an amount not to exceed a total of 300 tons per Contract year. On a monthly basis each resident may deliver no more than one small trailer of Yard Trimmings to the Facility. Once that annual tonnage limit of 300 tons of Yard Trimmings is exceeded each year of the Contract, Residential Service Unit Customers and the City shall pay the posted gate rate and all applicable fees and taxes at the Facility. Residents must present a form of photographic identification (e.g., driver's license) and a copy of their most recent utility bill from the City to prove that they are a resident of the City.
- 7.9 Pilot Drop-off Cardboard Recycling. Contractor shall provide no cost utilization at Coastal Plains for delivery of cardboard by City and City residents for Recycling by Contractor. Residential Service Unit Customers and the City may transport and deliver cardboard to Coastal Plains in an unlimited amount per Contract year. Residents must present a form of photographic identification (e.g., driver's license) and a copy of their most recent utility bill from the City to prove that they are a resident of the City. In April 2018, the Contractor may request to discontinue the Pilot Drop-off Cardboard Program subject to approval of the City, which shall not be unreasonably withheld.
- 7.10 Chamber of Commerce Events. Contractor shall support the local Chamber of Commerce Events as agreed upon between the City and current Contractor.
- 7.11 Solid Waste Disposal. Contractor shall provide no cost utilization of Coastal Plains or other facility requested by Contractor and approved by City within twenty miles of the City for delivery of Solid Waste by City and City residents for Disposal by Contractor. Residential Service Unit Customers and the City may transport and deliver Solid Waste to of

Coastal Plains or other facility requested by Contractor and approved by City within twenty miles of the City (collectively, "Facility") in an amount not to exceed a total of 950 tons per Contract year. On a monthly basis each resident, may deliver no more than one small trailer of Solid Waste to the Facility. Once that annual tonnage limit of 950 tons is exceeded each year of the Contract, Residential Service Unit Customers shall pay the posted gate rate and all applicable fees and taxes at the Facility. Residents must present a form of photographic identification (e.g. driver's license) and a copy of their most recent utility bill from the City to prove that they are a resident of the City.

8.0 **HOURS OF OPERATION AND HOLIDAYS**

- 8.1 **Hours of Operation.** Contractor shall provide Collection to Residential Service Units and all other Customers adjacent to Residential Service Units 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.
- 8.2 **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 September 1st 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 as follows:

Monday Holiday-	Monday Collection – Tuesday Tuesday Collection – Wednesday Thursday Collection – Normal Friday Collection – Normal
Tuesday Holiday-	Monday Collection – Normal Tuesday Collection – Wednesday Thursday Collection – Normal Friday Collection – Normal
Thursday Holiday-	Monday Collection – Normal Tuesday Collection – Normal Thursday Collection – Friday Friday Collection – Saturday
Friday Holiday-	Monday Collection – Normal Tuesday Collection – Normal Thursday Collection – Normal

9.0 ROUTES

- 9.1 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 effect on the Collection time. Written notification to the affected Residential Service Units shall be mailed directly to the Residential Service Unit Customers.
- 9.2 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 Contractor'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.

10.0 DISPOSAL AND PROCESSING LOCATIONS

Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including applicable 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) Household Hazardous Waste Collected to a Disposal Site or Processing Facility for the applicable material collected. 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, except for the At Your Door program. 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 Solid Waste Disposal Site and Recyclable Materials Processing Facility. 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.

11.0 SINGLE STREAM MATERIALS PROCESSING REQUIREMENTS

Contractor shall utilize Processing subsystems at the Processing Facility capable of complying with product specifications of its secondary materials buyers and that meet the standard of care in the industry. 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.

12.0 ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS

City and Contractor shall mutually agree upon adding other Recyclable Materials to the program if (i) the Processing Facility that is Processing Program Recyclable Materials Collected via this Contract accepts such material or (ii) the Parties agree it is economically and technically feasible.

Contractor may delete materials from the list of Program Recyclable Materials with approval by the City, which approval shall not be unreasonably withheld, based upon changes in market conditions or changes in laws, rules, regulations, or ordinances. 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.

13.0 COMMINGLING OF MATERIALS PROHIBITED

Except when approved in writing by the Contract Administrator or when a Residential Service Unit Single Stream Materials load exceeds 30% by weight of Non-Recyclable Materials, Contractor shall not commingle Residential Service Unit Single Stream Materials Collected with Solid Waste or other Non-Recyclables. 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.

14.0 DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED

Because the market for Recyclable Materials continues to evolve and is volatile, Contractor cannot make any representations as to the marketability of the Program Recyclable Materials, and when no commercial market exists for a commodity, Contractor reserves the right to dispose of that material subject to the notification and approval by the City, which shall not be unreasonably withheld. The Recycling facility reserves the right to dispose of particular Program Recyclable Materials when no commercial market exists for that commodity subject to the notification and approval by the City, which shall not be unreasonably withheld.

Except as allowed by this Contract or when approved in writing by the Contract Administrator, 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. 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.

15.0 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 to the extent such damage is caused 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.

16.0 COMPLAINTS, OFFICE, AND CONTRACTOR' REPRESENTATIVE

- 16.1 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 monthly 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 2:00PM, 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 2:00 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 general timeframe that 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.
- 16.2 Contractor Office. Contractor shall maintain an office that Customers can contact by telephone or email 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.

16.3 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 3520 Pansy, Pasadena, Texas, 77505. 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 promptly to Contract Administrator phone call/email. Contractor's Representative shall be available for an in person meeting within forty-eight (48) hours 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.

17.0 **EQUIPMENT AND LABOR**

17.1 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:

- i. Approximate capacity of 95 gallons;
- ii. Uniform and in color for Acceptable Solid Waste Carts (as approved by Contract Administrator);
- iii. Uniform and in color for Recycling Carts (as approved by Contract Administrator);
- iv. 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;
- v. Comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G compliant);
- vi. Lift bar (replaceable if damaged); and
- vii. 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 location or an agreed-upon location within the City 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 September 10, 2017.

In addition, Contractor shall, at its sole cost and expense, assemble and distribute a Cart(s) within five (5) 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 as provided in the Contract. 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.

- 17.2 **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. Contractor's collection vehicles shall be capable of meeting the needs and performing the services required under this Contract.

18.0 **OTHER REQUIREMENTS:**

- 18.1 **Spillage, Leakage, and Litter.** Contractor shall pick-up immediately all spilled, leaked and littered materials caused by or during the performance of Contractor's services, except that Contractor is not obligated to collect any spills resulting from Unusual Accumulations if Contractor can provide digital photo that such spillage was due to Unusual Accumulation.
- 18.2 **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.

19.0 **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 content of the Additional Bulky Waste Collection Notice shall be approved by the Contract Administrator. 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 and Contractor agree upon. 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.

20.0 PERFORMANCE MONITORING, NON-PERFORMANCE, AND ADMINISTRATIVE CHARGES

- 20.1 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.
- 20.2 Non-Performance.
 - 20.2.1 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.
 - 20.2.2 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. No administrative charges will be imposed during the first thirty (30) calendar days after the Commencement Date of the Contract, during a Force Majeure event, or as a result of a Disaster Event.
 - 20.2.3 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.

- 20.2.4 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.
- 20.2.5 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.
- 20.2.6 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.

20.3 Administrative Charges for Non-Performance.

- 20.3.1 Failure to complete all Collections during the Hours of Operation: \$500 per route.
- 20.3.2 Failure to recover a missed collection as specified in section 16.1 of the Contract: \$50 per verified failure to recover a missed collection in excess of two (2) missed collections per day.
- 20.3.3 Missed Residential Service Unit block: \$250.00 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 when Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on block.
- 20.3.4 Failure to clean up a spill caused by Contractor and as specified in this Contract: \$200 per incident.
- 20.3.5 Failure to provide Collection at the same Customer location two (2) or more times within a thirty-day (30) period: \$150 per occurrence over one (1) occurrence.
- 20.3.6 Failure to address property damage in accordance with the Contract: \$500 per occurrence.
- 20.3.7 Failure to submit an accurate monthly, quarterly, or annual report in the specified format, as required by this Contract: \$500 per report.

- 20.3.8 Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment of invoice until an accurate monthly accounting is submitted.
- 20.3.9 Failure to maintain vehicle in accordance with this Contract: \$100 per vehicle per calendar day.
- 20.3.10 Failure to respond to any Customer complaint in accordance with this Contract: \$100 per incident per calendar day.
- 20.3.11 Failure to return Carts and Commercial Containers to approximately the original location: \$25 per incident.
- 20.3.12 Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.
- 20.3.13 Commingling of materials in violation of this Contract: \$1,000 each incident.
- 20.3.14 Disposal of Program Recyclable Materials in violation of this Contract: \$2,000 each incident.

21.0 **RECYCLABLE REVENUES, FRANCHISE FEE, CITY SPONSORSHIPS, CITY PROCUREMENT REIMBURSEMENT**

- 21.1 **Recyclable Materials Revenues.** Contractor shall retain all revenues from the sale of Recyclable Materials collected pursuant to this Contract.
- 21.2 **Franchise Fee.** City shall be entitled to receive a Franchise Fee for services rendered by Contractor hereunder. The City shall include the Franchise Fee amount in all invoices that City directly sends to Customers for the base services provided by Contractor under this Contract. The City shall retain the Franchise Fees it collects directly from Customers. 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 during the term of the Contract with ninety (90) calendar days written notice to Contractor. Contractor shall pay City the Franchise Fee that Contractor collects from those Customers that Contractor invoices directly for services that Contractor provides and that are not invoiced by the City. Contractor shall pay the City the Franchise Fees collected within thirty (30) calendar days after the last day of the month Contractor provided such services. The City may audit Contractor's records upon reasonable notice to confirm compliance with franchise fees required under this Contract. For purposes of the Franchise Fee, gross billings excludes the Franchise Fee.
- 21.3 **City Sponsorships.** City shall be entitled to receive a sponsorship for the 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.
- 21.4 **City Procurement Cost Reimbursement.** City shall be entitled to receive a one-time reimbursement for procurement costs of seventy-five thousand dollars (\$75,000.00). Contractor shall pay City the City procurement cost reimbursement within the initial seven (7) calendar days of the execution of the contract.

22.0 CUSTOMER LISTS, BILLING AND PAYMENTS, ADJUSTMENTS, DELINQUENT AND CLOSED ACCOUNTS, AND PAYMENT OF FINES AND PENALTIES

- 23.1 Customer List. City shall provide Contractor a Customer list based on active water accounts for Residential Service Units identifying each by address and program, and City shall provide an updated list to Contractor monthly. Contractor shall provide City a Customer list for all Commercial Service Unit Customers, identifying each by level of service, address, name, and contact information, and shall provide City an updated list monthly. Contractor has the right to rely upon the Residential Service Unit house counts that the City provides to Contractor. Any errors or mistakes in such Customer list provided each month by the City to Contractor shall be corrected within 6 months of the date provided to the Contractor or the mistake is waived by both parties. Contractor has the right, but not the obligation, to verify the Customer list provided by the City.
- 23.2 Billing and Payments. Contractor shall not bill and shall not receive any payments for Services to City Facilities or Special Events. City shall bill and collect payments, including delinquent accounts, for all base services Contractor provides to Residential Service Units during the term of this Contract. City shall bill and collect payments, including delinquent accounts, for all services for base Commercial Container services, excluding Roll-offs, 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 Residential Service Units (ex. Additional Bulky Waste Services above 5 cubic yards) and Roll-offs. Contractor shall bill and collect payments, including delinquent accounts, for all other services not billed by City and as authorized by this Contract. 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 and then-current Franchise Fee.
- 23.3 Suspension of Service. The City shall notify Contractor in writing of any Customer that has failed to pay the City for Contractor's services, and Contractor shall have the right to suspend service to such delinquent Customer until notified by the City to resume such services. Contractor shall have the right to suspend service to any Customer that Contractor has direct billed for services and who is delinquent in payment to Contractor.
- 23.4 Contractor Billings. City shall have the right to approve the textual content of the Contractor's 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.
- Contractor shall bill Customers in accordance with the 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.
- 23.5 Contractor's Invoice to City. 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 performed by Contractor and billed by City to Customers. 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 Units within thirty (30) calendar days after receipt of invoice. If the City does not pay Contractor's invoice within thirty (30) calendar days after receipt of invoice, Contractor may request an in-person meeting with the Contract Administrator to discuss the reason why City did not pay the Contractor's invoice within thirty (30) calendar days after receipt of invoice. Within ten (10) Business Days of such in-person meeting with the Contract Administrator, the Contract Administrator shall provide to the Contractor an explanation of non-payment and actions to be taken regarding payment of Contractor's invoice.

- 23.6 Contractor's Remittance of Franchise Fees. Within thirty (30) calendar days after payment is due by Customers for services that are direct billed by Contractor, Contractor shall remit to City payment for Franchise Fees collected directly by Contractor.
- 23.7 Annual Adjustments. All fees in Exhibit A shall remain fixed from the execution of this Contract through October 1, 2018. On October 1, 2018 and each October 1st thereafter, all fees in Exhibit A shall be increased by three percent (3%) per year for the entire Contract term.
- 23.8 Additional Adjustments. Contractor shall promptly notify Contract Administrator of any changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations that increase or decrease the Contractor's costs. Subject to review and approval by the City, which shall not be unreasonably withheld, the base rates shall be increased or decreased from time to time during the term of this Contract, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increased or decreased the Contractor's costs due to changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Contractor will need to submit written documentation supporting how the changes have increased or decreased their costs.
- 23.9 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.

24.0 STORM EVENTS

City has the right to request that Contractor provide Disaster or Storm Debris removal services following a Disaster or Storm Event within the City pursuant to the terms set forth in the Disaster Management Plan attached hereto as Exhibit D. For purposes of this Contract, "Disaster or Storm Event" shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, wind storm, war, riot, act of terrorism, or other Act of God that results in the increased generation of 20% or more Solid Waste from the average per household of historical residential services tonnage for the same quarter for the prior five (5) years. "Disaster or Storm Debris" shall mean debris, such as Bulky Waste, Solid Waste, or Yard Trimmings generated as a result of a Disaster or Storm Event. All services excluding services related to Disaster or Storm Events shall be provided in accordance with the Contract.

25.0 RECORDKEEPING AND REPORTING

Contractor shall be responsible for maintaining and submitting monthly complaints report indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

Contractor shall be responsible for maintaining and submitting monthly Additional Bulky Waste Collection Notice reports indicating the address, date, quantity of additional Bulky Waste, and fee for Collection of the additional Bulky Waste.

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 or some other format agreed to by the parties. 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.

Contractor shall submit reports in Excel format or another format approved by Contract Administrator.

Contractor shall submit reports to City via e-mail.

City shall have reasonable access and right to inspect, examine, or copy, within three (3) business days of the date Contractor receives the City's written notice to inspect the records, price lists, electronic files, data, and documents related to the goods and/or services provided by Contractor under this Contract.

City shall have reasonable access, within one (1) business days of the date Contractor receives the City's 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 its own 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.

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.

Contractor's obligation under this section shall survive the expiration or termination of this Contract.

26.0 COMPLIANCE WITH LAWS AND SAFETY REGULATIONS

26.1.1 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.

26.2 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.

27.0 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.

28.0 INDEMNIFICATION

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.

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.

29.0 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.

30.0 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.

31.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract without the other party's prior written consent.

32.0 TITLE TO WASTE MATERIAL

When Contractor takes possession of Solid Waste and Program Recyclable Materials, the Contractor accepts title, risk of loss and all other incidents, rights and obligations of ownership for any and all such waste. Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

33.0 TERMINATION OF CONTRACT

- 33.1 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.

33.2 The following, by way of example, but not of limitation may be considered a default and grounds for cancellation, in whole or in part:

33.2.1 Failure of Contractor to perform or observe any of the obligations, covenants, agreements, and conditions, required to be performed or observed herein;

33.2.2 Failure of Contractor to commence work operations within the time specified in the Contract;

33.2.3 Failure of Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;

33.2.4 Evidence that Contractor has abandoned the work;

33.2.5 Evidence that Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;

33.2.6 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;

33.2.7 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.

33.3 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.

33.4 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.

33.5 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.

33.5.1 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.

33.5.2 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.

33.5.3 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.

33.6 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.

33.7 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.

34.0 CONTRACTOR'S PROPERTY

All containers, vehicles, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

35.0 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

1111 Bayou Road
La Marque TX 77568

If to Contractor:

Public Sector Representative

Waste Management

3520 Pansy

Pasadena, TX 77505

And to:

Finance Director
1111 Bayou Road
La Marque TX 77568

CT Corporation

1999 Bryan Street, Suite 900

Dallas, TX 75201-3136

36.0 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.

37.0 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.

38.0 INSURANCE

- 38.1 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.
- 38.2 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.
- 38.3 Contractor shall ensure that the insurance coverage required under this Contract is obtained and maintained by Contractor to cover its work hereunder.
- 38.4 Contractor shall be held responsible for any modification, deviation, or omissions in the insurance requirements.
- 38.5 City shall retain the right, at any time, to review coverage, form, and amount of insurance coverage.
- 38.6 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.
- 38.7 All insurance certificates shall be received and approved by City before the Contractor will be allowed to commence or continue work.
- 38.8 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.
- 38.9 The obligations of Contractor pursuant to this section shall survive the expiration or termination of this Contract.
- 38.10 Failure to comply with any term of this section is a breach of this Contract and may result in the termination of this Contract.

39.0 TRANSITION SUPPORT

- 39.1 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.
- 39.2 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.
- 39.3 Contractor understands, acknowledges, and agrees that City does not possess the necessary manpower or equipment to provide Services under this Contract.
- 39.4 Contractor shall cooperate fully and timely with City, and any previous and subsequent provider(s), in any transition of Services.
- 39.5 Contractor shall cooperate fully with City in:
 - 39.5.1 The transition to Contractor from the previous provider(s) upon the Commencement Date;
 - 39.5.2 The transition from Contractor to subsequent provider(s), or City, upon the expiration of the initial term or optional renewal term; and
 - 39.5.3 The transition from Contractor to subsequent provider(s), or City, upon termination of the Contract.
- 39.6 If Contractor fails to fully and completely engage in the proper transition of this Contract with the City and the incumbent provider in accordance with this Contract or the Transition Plan and due to Contractor's failure it is unable to perform the services under the Contract, which causes the City to engage the services of another service provider, Contractor agrees to pay City for any reasonable expenses incurred in the unsuccessful transitions process. City may also pursue all equitable, contractual and legal remedies available to City under the law.

40.0 MISCELLANEOUS TERMS

- 40.1 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.
- 40.2 Contractor shall have no confidentiality obligation with respect to any Services provided pursuant to this Contract.
- 40.3 This Contract shall be binding upon and inure solely for the benefit of the parties and their permitted successors or assigns.

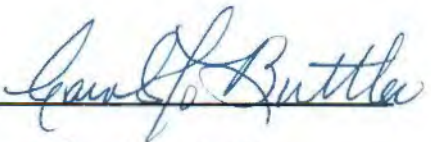
- 40.4 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable, but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 40.5 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.
- 40.6 This Contract shall be interpreted and governed by the laws of Texas and venue shall be in Galveston County.
- 40.7 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.
- 40.8 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.
- 40.9 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:
- 40.10 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
- 40.11 Either:
- 40.11.1 A party's rights or obligations under this Contract are materially prejudiced; or
 - 40.11.2 The invalidity, illegality or unenforceability pertains to the exclusivity of Services within City.
- 40.12 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:
- 40.12.1 A non-appealable court decision renders any term, covenant or condition of this Contract invalid, illegal, or unenforceable; and
 - 40.12.2 Either:
 - A party rights or obligations under this Contract are materially prejudiced; or

- The invalidity, illegality, or unenforceability pertains to the exclusivity of Services within City.

40.13 If, however, a term, covenant, or condition 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.

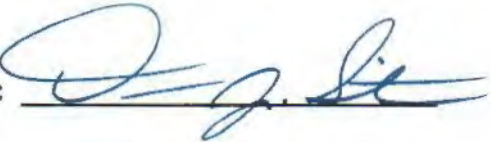
40.14 All Exhibits and Appendices attached hereto and the documents comprising the Request for Proposal containing additional terms of this Contract are incorporated into this Contract by reference.

CITY:

By: 

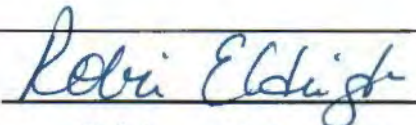
Title: City Manager

CONTRACTOR:

By: 

Title: PRESIDENT

ATTEST:

By: 

Title: City Clerk

Exhibit A
CONTRACTOR'S RATE SCHEDULE
Effective 10/1/2017
Rates do not include City's Franchise Fees

Residential Rates Per Month per Residential Service Unit

Twice a week Residential Collection Rate	\$20.70
Every other week Recycling Collection	Included
Once a week Bulky Waste Collection	Included
At Your Door Household Hazardous Waste/Electronics Collection	Included

Residential Service Unit - Additional Cart: \$5.00 per Cart

Bulky Waste in excess of 5 cubic yards \$150 per occurrence

Replacement Cart: \$70.00 per Cart

Commercial Unit Collection Rates (does not include sales tax or franchise fee)

Castors per month:	\$15.00
Locking Device per month:	\$35.00

Monthly Commercial Unit Rates

Container Size/Type	Weekly Collection Frequency						
	1	2	3	4	5	6	Extra P/U
Commercial Hand PU 96 Gal Cart	N/A	\$43.80	N/A	N/A	N/A	N/A	N/A
Commercial Hand Extra Cart (Each)		\$15.00					
2 yd FEL Container	\$84.61	\$133.90	\$196.24	\$225.40	\$270.65	\$319.96	\$50.00
3 yd FEL Container	\$91.77	\$175.75	\$234.65	\$248.42	\$355.53	\$413.06	\$55.00
4 yd FEL Container	\$117.23	\$192.85	\$262.49	\$326.84	\$399.32	\$467.64	\$60.00
6 yd FEL Container	\$153.62	\$234.09	\$354.19	\$462.25	\$561.79	\$654.59	\$65.00
8yd FEL Container	\$200.46	\$295.62	\$418.06	\$541.50	\$676.12	\$823.34	\$70.00

Roll Off Bin (non-Temporary) and Compactor Rates

Roll off Size/Type	Container Rental Fee (Per Month)	Initial Delivery Fee (One-time)	Collection Fee (Per Haul)	Disposal Fee (Per Ton)
10 CY Roll off	\$125	\$150	\$224	\$31
20 CY Roll off	\$125	\$150	\$224	\$31
30 CY Roll off	\$125	\$150	\$224	\$31
40 CY Roll off	\$125	\$150	\$224	\$31
30 CY Roll off Compactor	\$350	*	\$224	\$31
40 CY Roll off Compactor	\$350	*	\$224	\$31

* To be determined by Contractor and Customer

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 for all liability policies; (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 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.

EXHIBIT C

At Your Door Special CollectionSM Service



Proposal for City of La Marque, TX

Submitted by: WM Curbside, LLC (At Your Door Special Collections) for their At Your Door Special CollectionSM Service

Proposal for the collection of your home generated special materials

Date 5-17-2017



At Your Door
Special Collection

Program Description

Waste Management is pleased to submit this proposal for the At Your Door Special CollectionSM service. Waste Management's At Your Door Special CollectionSM is a service provided to residents for the collection of the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. Waste Management makes it easy for residents to dispose of these items, by collecting the materials at their door— safely, easily and responsibly. Experience is key- This program has served hundreds of thousands of homes since 1995¹ and currently manages programs for dozens of public agencies in many states.

Waste Management's At Your Door Special CollectionSM service is focused on the collection and proper management of home generated special material, with an emphasis on recycling.

Statement of Work

The program begins when the public is informed about how to participate. Following are the elements of the At Your Door Special Collection service.

1. Resident Initiates Collection

To participate, residents request a collection by calling our toll free number 1-800-449-7857, via e-mail ATYOURDOOR@WM.COM or going to www.WMATYOURDOOR.COM. An Operations Service Center Specialist from our U.S. based center answers the call or online request. The participant is asked for basic information: name, address, phone number, how they learned of the program, single or multi-family home and an inventory of the material. The specialist discusses the program guidelines with the participant, including the placement of the material on the pre-designated collection day. The Operations Service Center is available from 5 am- 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. There is an automated call system available after hours and on holidays.

2. Collection Is Scheduled

The participant is provided with a date when they must place their material at the entrance door or in front of their garage or other agreed upon location. If multi-family residential unit, then in a safe predetermined location. That predetermined location is noted by the Operations Service Center Specialist for use by the Service Technician.

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks, there is usually a higher demand resulting in longer periods between the request and the collection.

3. Packaging

A collection kit will be sent via U.S. mail (or other method) to the Participant, who will package the materials and place it out on the designated collection date. The collection kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by Participant) and an instruction sheet. The instruction sheet reiterates the collection date and process discussed with the Operations Service Center Specialist. Participants collect their items and place them inside the kit bag per the instruction sheet.

Participants will receive one bag unless the Operations Service Center Specialist determines through the conversation, that more than one bag is required to collect all of the materials. Our goal is to collect all of

¹ includes when the company was under different ownership

the materials available to us at one time, thus avoiding the inconvenience to the participant caused by multiple collections.

In an instance where after a Participant receives their collection kit, and if they find they have additional items which exceed the capacity of bag(s) that were sent, then two options will be provided to accommodate collection of all of the materials. The first option will be to keep the collection date as scheduled for the first kit bag(s). Then, a second collection date could be scheduled and a second collection kit mailed to the Participant. The second option is to cancel the first collection date and mail the Participant additional collection kit(s). Then schedule the collection at a later date when all of the materials can be collected at the same time.

The Participants will be discouraged from requesting a collection of very small quantities, i.e., a single can of paint or only used motor oil. The Participants with very small quantities will be directed to combine their items with neighbors, if possible.

All containers must be labeled and they cannot leak. If a container leaks, the participant is instructed to transfer it to a non-leaking container and label it. Participants are provided labels for this use. Additional instructions may apply based on applicable regulations. Containers without labels or other identification will not be collected.

4. Collection

On the established collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. Waste Management employees will not enter the premises to gather or remove any material.

For multifamily dwellings, materials should be collected at a central, mutually agreed upon ground level location. Multi-family participants can designate a safe, mutually agreed upon place at their building where the bags can be collected (never at the curb or on public property).

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or listed on the unacceptable list, the participant will be contacted and/or a door hanger will be left with instructions. Participants are not required to be present during the collection.

5. Transport

Once the items are collected, Service Technicians work to responsibly manage it and recycle as much as possible. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills. Acceptable materials are transported to a transfer facility and then sent to various recycling and processing facilities.

Program Details

Safety

At Waste Management, safety is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With thousands of trucks on the road every day, we recognize the responsibility to hold ourselves to the highest standards to protect our customers, our employees and our communities. Waste Management's goal is to maintain our world-class safety record. The program has been designed with safety in mind. Each aspect of this program has been reviewed for potential health and safety implications. This includes the materials we

do not accept and the reason why we cannot pick up unknown items and leaking containers. The containment kit bag and instruction sheet is provided to help ensure participants safely package their materials.

Eligible Items

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. This list is not all-inclusive, and is subject to change depending on state and local laws, ordinances, or regulations.

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag along with designated items that may be placed outside the bag

- Up to 1 television, 4 vehicle batteries, 5 straight fluorescent tubes and/or compact fluorescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer and applicable cords.
- Up to 25 pounds of electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords.

This list below are materials that are included in the program. Materials may be deleted from the program due to changes in law or no market exists subject to request by Waste Management and approval by City. It is not all-inclusive; however, materials not on the list below must be pre-approved by Waste Management when the resident calls in to initiate collection.

Materials that can be placed inside the kit bag include:

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Rat poison
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquid
- Stabilizer

Flammable & Combustible Materials

- Kerosene
- Solvent
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel 10 gal. max.)

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluid
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries

Misc. Household

- Household batteries
- Florescent tubes/ Compact fluorescent bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (max. 5 gal.)

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner

- Caulking
- Wood preservative and stain
- Sealer
- Spray paint
- Artist paint

Sharps

(must be placed into a rigid, sealed, puncture resistant container)

- Needles
- Lancets
- Syringes

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Electronics with Circuit Boards

- Televisions
- Computer monitors
- CPU/computer tower
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone

Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. The list below sets forth materials that are not included in the program. This list is not all inclusive.

- Biological Waste
- Ammunition and explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste and cooking oil
- Gas cylinders/pressurized cylinders
- Liquid mercury/elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, including bulky items (example: washers, dryers, and refrigerators)
- Unknown or unlabeled materials

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard, or out of the scope of the program, which is designed for the collection of home generated special materials.

Recycling of Collected Materials

Thanks to our company's vast infrastructure and affiliated entities, we are able to send most of the materials we collect for recycling. Thus, reclaiming valuable resources for the benefit of your community and the environment.

Public Education

The Waste Management Representative can provide a recommended public education strategy for your community. The purpose of providing this program is to insure an effective communication effort to achieve our mutual goals, which are to insure that every resident understands that they can use the program when it is convenient to them. While not every household will utilize the program, all residents should understand that they have the ability to contact us at anytime. Our public education program recommendations are designed to maintain a respectable level of participation and a high degree of participant satisfaction within the pricing provided for this program.

The At Your Door Special Collection service is committed to the successful implementation of the program proposed in this document. This is a service offered by Waste Management and should be referred to as Waste Management's At Your Door Special CollectionSM service, the At Your Door Special Collection service or the At Your Door service. Please do not refer to it simply as "At Your Door" or "AYD".

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, flood, or tornado the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the collection of ordinary home generated special materials; a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods. Contact the Waste Management representative for more information. If the At Your Door Special Collection program is suspended, the rates will be reduced based on the proposed rates for such services adjusted per the Contract.

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports be sent to the At Your Door team at atyourdoor@wm.com.

Reports

Data is collected that assists with monitoring the program and reporting for regulatory agencies. You may request a report that provides a summary of the materials collected.

EXHIBIT D

Waste Management of Texas, Inc.'s (WMTX) Disaster Management Plan For the City of LaMarque, Texas (City)

The City and WMTX agree that the City has the right to contract with any contractor or entity of its choice or as may be required by the Federal Emergency Management Association to provide Disaster or Storm Debris services within the City after a Disaster or Storm Event. The City has requested that WMTX prepare a Disaster Management Plan that sets forth the activities and rates that WMTX would undertake should the City select it to provide such Disaster or Storm Event services:

1. WMTX would designate a local WMTX employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with the City in responding to the Event. WMTX would request that this employee be designated as a member of the City's office of emergency management team to ensure seamless communication in coordinating WMTX's response. WMTX's designated representative would coordinate with both WMTX operations personnel and the City in responding to the Event.
2. Once the City declares it safe, WMTX operational personnel will, with the assistance of City staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendations to perform clean-up services. WMTX's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, special waste mixed into the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle actually deployed.
3. Once WMTX's initial assessment has been completed, WMTX will provide a letter or report to the City's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that WMTX believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. With regard to the length of time an Event clean-up may take, WMTX's experience has shown that the duration of a clean-up effort is greatly influenced by the residents' behavior. Many times, we have found that after an initial clean-up collection has occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.
4. WMTX has the ability to bring in specialized disaster clean-up companies to assist with the effort if requested by the City. WMTX can act as the contractor for the City, if requested, and take responsibility for managing these subcontractors and their activities.

Contract Year 1 Rates for WMTX to Provide Disaster or Storm Debris Event Services:

Collection Truck Rate: From \$150.00 to \$175.00/per hour depending on the type of truck used to perform the debris collection/hauling.

Disposal Rate: To be negotiated with the disposal facility that will be used to receive the Event debris, the City, and WMTX.

The hourly Collection Truck Rate will be adjusted annually by the same percentage that the base rates are adjusted pursuant to the Solid Waste and Recycling Services Contract.

bdpbrqst skou
 17:40 09/07/17
 Fund: 63 SANITATION
 Dept: 14 SANITATION

City of La Marque
 Detailed Budget Request Report
 Fiscal Year: 2018
 Revision level: 4 2017-18 COUNCIL

Prog: SANITATION		Account Type Selected: B Both	
Account Number	Description	Budget Reference	Comment
63-6024-14-00	SANITATION-RESIDENTIAL		
		Seq	Description
		1	CURRENT RATE
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16
			Totals:
			Amount
			1,075,800.00
			53,790.00
			1,129,590.00 *
63-6025-14-00	SANITATION-MOBILE HOMES		
		Seq	Description
		1	CURRENT RATE
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16
			Totals:
			Amount
			19,800.00
			990.00
			20,790.00 *
63-6026-14-00	SANITATION-APARTMENTS		
		Seq	Description
		1	CURRENT RATE
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16
			Totals:
			Amount
			9,300.00
			465.00
			9,765.00 *
63-6027-14-00	SANITATION-DUPLEX		
		Seq	Description
		1	CURRENT RATE
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16
			Totals:
			Amount
			2,700.00
			135.00
			2,835.00 *
63-6028-14-00	SAN.-COMM.HAND P/U (CANS		
		Seq	Description
		1	CURRENT RATE
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16
			Totals:
			Amount
			47,000.00
			2,350.00
			49,350.00 *
63-6031-14-00	CONTAINER COLLECTION		
		Seq	Description
		1	CURRENT RATE
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16
			Totals:
			Amount
			510,000.00
			25,500.00
			535,500.00 *
63-6034-14-00	BRUSH FEES		
			Totals:
			Amount
			30,000.00 *
Program 0 - SANITATION Totals:			1,777,830.00 *
Department 14 - SANITATION Totals:			1,777,830.00 **
Expenditure Totals:			1,777,830.00 ****
Fund 63 - SANITATION Totals:			1,777,830.00 ***
***** End of Report *****			



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017

Prepared by: Charlene Warren

Department: Administration

Agenda item: 9a

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid **LM #10-18** to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of \$73,500.00.



ATTACHMENTS FOR REFERENCE

1. Bid Tab
2. Bid Packet

STAFF BRIEFING:

- The City of La Marque desires to project a manicured appearance at its facilities and parks.
- Our public facilities are often the first impression citizens receive of our city.
- Our parks are essential to attract families to our City and are one of the few amenities that make us a desirable place to reside.
- The City has determined that the first year pilot program of contracting lawn care services for City facilities and parks has been in the best interest of the City and very successful.
- Finance Director has reviewed and provided guidance for the City's bid.
- There were 124 bids solicited through the City's website, 50 bids solicited through the Texas Bid System, as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period (8/9/2017 and 8/16/2017).
- A notice was posted on the City of La Marque web site.
- Four (4) interested vendors attended the pre-bid conference on August 17, 2017.
- Of the five (5) responses received, four (4) qualified bids were received.
- Please see the enclosed bid tabulation for bid results.
- The bid amounts are based on specifications supplied by the City of La Marque.
- Staff recommends awarding the bid for LM #10-18 Lawn Care Maintenance of City Facilities and Parks to Parrish & Parrish Tractor Service, the lowest qualified bid meeting specifications.

HISTORY:

- Historically (at least 10 years ago), City Public Works had a fully staffed and equipped Parks Division.
- Through attrition, the Division devolved to a crew of 2-3 employees.

TARGET IMPLEMENTATION: October 1, 2017



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

August 9, 2017 - Legal Ad placed

August 16, 2017 - Legal Ad placed

August 23, 2017 - Bid Opened

ACTION:

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

Cost Details:

Budgeted	\$81,300.00
Actual Bid	\$73,500.00
Estimated Expenditure	\$73,500.00
Acct. Name(s)	Repair & Maintenance
Line Items #	01-3020-12-00-LNDSCP-20
Other Funding	\$0.00

STAFF'S RECOMMENDATION: Motion to award Bid **#LM 10-18** to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of \$73,500.00.

FISCAL IMPACT: Budgeted line item

LM #10-18

LAWN MAINTENANCE SERVICES FOR CITY FACILITIES AND PARKS

F A C I L I T I E S A N D P A R K S			VENDORS				
			PARRISH & PARRISH	LONGCLAW CONSTRUCTION	MIKE'S TREE SERVICE	HIGH MAINTENANCE	BTLS
		BID BOND	CASHIER'S CHECK	NO	YES	YES	YES
		INSURANCE	YES	YES	YES	YES	YES
	1	Bayou City Park	\$700.00	\$743.75		\$3,925.00	\$700.00
	2	Bird Sanctuary	\$700.00	\$743.75		\$3,925.00	\$700.00
	3	Mac McGaffey Highland Bayou Park	\$18,375.00	\$17,850.00		\$15,045.84	\$17,500.00
	4	Ballfield, Mac McGaffey Highland Bayou Park	\$700.00	\$1,487.50		\$1,962.50	\$700.00
	5	Jaycee Park	\$3,325.00	\$2,975.00		\$7,195.83	\$3,500.00
	6	Lagana Park	\$3,325.00	\$2,975.00		\$6,280.00	\$3,500.00
	7	Martin Luther King, Jr. Memorial Park	\$3,325.00	\$2,975.00		\$1,962.50	\$3,500.00
	8	Mahan Park	\$14,000.00	\$17,850.00		\$7,195.83	\$17,500.00
	9	Walter Feigle Park	\$1,400.00	\$1,487.50		\$3,925.00	\$1,400.00
	10	Westlawn Park	\$3,325.00	\$2,975.00		\$3,925.00	\$3,500.00
	11	Welcome Sign	\$700.00	\$743.75		\$1,962.50	\$700.00
	12	La Marque Cemetery	\$12,250.00	\$14,875.00		\$7,457.50	\$14,000.00
	13	City Hall	\$1,400.00	\$1,487.50		\$1,962.50	\$1,400.00
	14	Fire Department	\$2,100.00	\$1,487.50		\$1,962.50	\$2,100.00
	15	Library	\$2,100.00	\$1,487.50		\$1,962.50	\$2,100.00
	16	Police Department	\$2,100.00	\$2,975.00		\$1,962.50	\$2,100.00
	17	Firemen's Hall	\$1,400.00	\$1,487.50		\$1,962.50	\$1,400.00
	18	La Marque EDC	\$1,050.00	\$1,487.50		\$1,962.50	\$3,850.00
	19	La Marque EDC Property	\$1,225.00	\$1,487.50		\$1,962.50	\$3,850.00
		TOTAL	\$73,500.00	\$79,581.25	\$58,650.00	\$78,500.00	\$84,000.00

**INVITATION TO BID
CITY OF LA MARQUE
LM #10-18**

Sealed bids will be accepted for the following bid invitation until 10:00 a.m. Wednesday, August 23, 2017 at which time all bids will be publicly opened and read in the City of La Marque Council Chambers, located at 1109-B Bayou Road, La Marque, Texas for:

**LM #10-18
LAWN MAINTENANCE SERVICES FOR CITY FACILITIES AND PARKS**

Bids must be submitted in **duplicate** on the proposal forms provided and enclosed in a sealed envelope and plainly marked on the outside of the envelope which clearly identifies it as being a bid. (Example: "**BID ENCLOSED – LM #10-18**"). **THE CITY OF LA MARQUE DOES NOT ACCEPT FAXED OR EMAILED BIDS**

Bids must be addressed to and delivered to:

**City of La Marque
Attn: City Clerk's Office
1111 Bayou Rd.
La Marque, TX 77568**

A **Pre-Bid Conference** for prospective bidders, suppliers, will be held on **Thursday, August 17, 2017 at 9:00 a.m.** at the Council Chambers, 1109-B Bayou Road, La Marque, Texas in accordance with the Terms and Conditions paragraph 17.

Specifications and bidding documents are available at the City of La Marque website: www.cityoflamarque.org Specifications and bidding documents are also available at City Hall, located at 1111 Bayou Road, La Marque, Texas 77568 or by contacting Charlene Warren at 409-938-9225 or c.todaro@cityoflamarque.org The City of La Marque reserves the right to accept or reject any or all bids and to accept only those proposals that are in the best interest of the City of La Marque.

TERMS AND CONDITIONS
LM #10-18
LAWN MAINTENANCE SERVICES FOR CITY FACILITIES AND PARKS

1. Specifications and bidding documents may be secured from La Marque City Hall Administrative Office, 1111 Bayou Road, La Marque, Texas 77568 or by contacting Charlene Warren @ 409-938-9225 or c.todaro@cityoflamarque.org
2. The City of La Marque reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. All contractors must be registered with the City prior to submitting a bid.
4. Before submitting a bid, each bidder **must** (a) examine the contract document thoroughly, (b) visit the site(s) to familiarize himself/herself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate bidder's observations with this bid packet.
5. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
6. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid and is not delivered to Robin Eldridge, City Clerk.
 - B. It is received after the advertised closing date and time for receipt of bids.
 - C. It is submitted on a bid proposal form other than that provided by the City of La Marque; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
 - E. Contractor's Registration is not current with the City of La Marque.
 - F. Contractor has not provided proof of current insurance as outlined in Exhibit A. **(No exceptions).**
7. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said

exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.

8. The City of La Marque reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any, will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
9. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
10. No payment will be made to the contractor until all material and work is approved and accepted to the satisfaction of the City of La Marque; payment on invoice will then be net 30 days.
11. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable explanation.
12. A catalog, brand name or manufacturer's reference used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**; it is to indicate type and quality desired. Bids on brands of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
13. **CONTRACT TERM:** This contract will expire on **September 30, 2018**. All work should be completed prior to the expiration date.
14. The vendor hereby assigns to the purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., §1, et. Seq. (1973).
15. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
16. Bids received after the closing time will be returned unopened.
17. The criteria utilized by the City of La Marque for determining the lowest and best contractor includes, but is not limited to, whether the contractor meets the City of La Marque's published specifications, the contractor's experience, skill, ability, possession of the necessary facilities or equipment, insurance, proposal price, and any other factor which could be reasonably asserted as being relevant to successful performance.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1111 Bayou Road, La Marque, Texas 77568, or other designated site.

19. It shall be a breach of ethics to offer, give or agree to give an employee or former employee of the City of La Marque, or for any employee or former employee of City of La Marque to solicit, demand, accept or agree to accept from a another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
20. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
21. No bidder shall accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.
22. A **Pre-Bid Conference** between the City Manager's representative and Prospective Bidders will be held to make certain that the scope of this work is fully understood and to answer any questions concerning the work. No Addenda will be issued at the meeting, but subsequent thereto, if necessary, to clarify any questions and addendum will be issued. The **Pre-Bid Conference** will be held on **Thursday, August 17, 2017 at 9:00 a.m.** local time at the Council Chambers, 1109-B Bayou Road, La Marque, Texas 77568.

PRICE REVISION CLAUSE:

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

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

INCREASES:

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

DECREASES:

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

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

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

SPECIFICATIONS
LM #10-18
LAWN MAINTENANCE SERVICES FOR CITY FACILITIES AND PARKS

LOCATIONS

- | | | |
|-----|--------------------------|--|
| 1. | Property Address: | Bayou City Park
217 Bayou Road, La Marque, TX 77568 |
| 2. | Property Address: | Bird Sanctuary
317 Bayou Road, La Marque, TX 77568 |
| 3. | Property Address: | Mac McGaffey Highland Bayou Park
1991 Getty Road, La Marque, TX 77568 |
| 4. | Property Address: | Ballfield, Mac McGaffey Highland Bayou Park
1991 Getty Road, La Marque, TX 77568 |
| 5. | Property Address: | Jaycee Park
2706 Magnolia, La Marque, TX 77568 |
| 6. | Property Address: | Lagana Park
1322 Yupon, La Marque, TX 77568 |
| 7. | Property Address: | Martin Luther King, Jr. Memorial Park
416 Apricot, La Marque, TX 77568 |
| 8. | Property Address: | Mahan Park
2701 Woodland Drive, La Marque, TX 77568 |
| 9. | Property Address: | Walter Feigle Park
1009 Bayou Road, La Marque, TX 77568 |
| 10. | Property Address: | Westlawn Park
3010 Melody Drive, La Marque, TX 77568 |

11.	Property Address:	Welcome Sign Highway 3 @ Poplar, La Marque, TX 77568
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12.	Property Address:	La Marque Cemetery 1709 Oak Street, La Marque, TX 77568
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13.	Property Address:	City Hall 1111 Bayou Road, La Marque, TX 77568
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14.	Property Address:	Fire Department 1109-A Bayou Road, La Marque, TX 77568
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15.	Property Address:	Library 1011 Bayou Road, La Marque, TX 77568
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16.	Property Address:	Police Department 431 Bayou Road, La Marque, TX 77568
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17.	Property Address:	Firemen's Hall 320 Laurel, La Marque, TX 77568
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18.	Property Address:	La Marque Economic Development Corporation 1130 1st St., La Marque, TX 77568
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19.	Property Address:	La Marque EDC Property 401 Laurel, La Marque, TX 77568
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SCOPE OF WORK AND SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, fuel, supervision, disposal fees, and incidentals for the lawn maintenance service of the city facilities and parks properties listed. It is the contractor's responsibility to follow all City, State and Federal Guidelines in regards to the disposal of trash, debris, etc. All work shall be performed in accordance with all Local, State and Federal regulations in addition to the following:

- a. The Contractor shall have mowing, trimming and clean-up equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient mowing, trimming, clean-up and workforce necessary to complete services in a timely manner.
- b. The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass. All mowing, trimming and clean-up equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have hand mowers, trimmers and other related clean-up equipment available to complete the work assigned.
- c. The City reserves the right to prohibit the Contractor from working with a piece of equipment it deems to be a danger to the Contractor or the general public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this Contract is sufficient for the services required herein. Additionally, the Contractor shall maintain or have immediate access to adequate back-up mowing, trimming, and clean-up equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment as determined by City staff as assigned, shall be deemed a breach of this contract.
- d. Furnish all materials, labor, equipment, fuel, supervision, disposal fees, and incidentals needed for the completion of the work described below.
- e. Remove all trash/debris/rubbish from the lawn, landscaped areas and parking lots. If Contractor believes there is trash or debris which is beyond the scope of the contract, the trash/debris will be evaluated by City staff as assigned for determination.
- f. Mow all grass and weeds.
- g. Neatly trim all hedges and trees, as necessary.
- h. Line trim all turf areas, paying close attention to playground equipment, picnic tables, benches, and other fixtures.

- i. Sweep/power blow to clean up landscape related grass, leaves, etc.
- j. Properly dispose of any hedge clippings, tree limbs, trash, debris, etc.
- k. Mowing period shall begin October 1, 2017 and continue through September 30, 2018.
- l. The Contractor shall be expected to perform the number of visits per the schedule below:

	Oct.	Nov. – Apr.	May – Sept.	Total # Visits
# Visits Per Location	3 per month	2 per month	4 per month	35

- m. Bid pricing must be submitted on a per service visit fee for each location.

2. BID BOND

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, La Marque, Texas or a bid bond on the same amount from a reliable Surety Company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Checks submitted as bid security will be returned to the respective bidders within ten (10) days after bids are opened, except checks, or bonds, which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred (100%) percent of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety, and licensed by the State Board of Insurance. The Bonds shall be filed with the Galveston County Clerk for record, and proof must be submitted to the City of La Marque, Texas.

Bid Security

1. Bid Security shall be made payable to City of La Marque, in amount of five (5%) percent of the Bidder's maximum Bid price and in the form of a certified bank check or a Bid Bond issued by a Surety meeting the requirements of Paragraph 5.02 of the General Conditions.
2. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the

successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, City of La Marque may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

3. The Bid Security of any Bidder whom the City of La Marque believes to have a reasonable chance of receiving the award may be retained by the City of La Marque until the earlier of the tenth day after the “effective date of the Agreement” (which term is defined in the General Conditions) by the City of La Marque to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other bidders will be returned within ten days of the Bid opening.

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.

PAYMENT 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 the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the
prosecution of the work provided for in said contract, 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 the 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 Owner 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. _____ principals to provide the following certificate:

CERTIFICATE AS TO _____ PRINCIPAL

I, _____, certify that I am secretary of the Corporation named as principal in the within Bond, that _____, who signed the Bond on behalf of the principal, was then _____ of said _____; that I know his signature, and his signature thereto is genuine; and that Bond was duly signed, sealed, and attested for and in behalf of said Corporation 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 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.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) 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 the 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 received from the local governmental entity?

☐ 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 governmental entity

Date

Adopted 06/29/2007

CHECKLIST

LM #10-18

(Attach the following to the Bid Summary)

Contractor ☐	Contractor's Registration number assigned by City of La Marque Development Services	For City use only ☐
☐	Copy of General Liability Insurance with City of La Marque as Certificate Holder	☐
☐	Copy of Worker's Compensation Insurance	☐
☐ ☐	Bid Bond or Cashier's check made out to the City of La Marque in the amount of 5% of the Total Bid	☐ ☐
☐	Conflict of Interest Questionnaire	☐

I understand that if I am the successful bidder, I must provide a Performance Bond, Payment Bond, and Complete Contract with the City of La Marque within 15 days prior to issuance of the Bid.

Contractor's Signature

BID SUMMARY
LM #10-18
LAWN MAINTENANCE SERVICE FOR CITY FACILITIES AND PARKS

PARK	PER SERVICE	TOTAL
Bayou City Park, 217 Bayou		
Bird Sanctuary, 317 Bayou		
Mac McGaffey Highland Bayou Park, 1991 Getty Road		
Ballfield, Mac McGaffey Highland Bayou Park, 1991 Getty Road		
Jaycee Park, 2706 Magnolia		
Lagana Park, 1322 Yupon		
Martin Luther King, Jr. Memorial Park, 416 Apricot		
Mahan Park, 2701 Woodland		
Walter Feigle Park, 1009 Bayou		
Westlawn Park, 3010 Melody		
Welcome Sign, Highway 3 @ Poplar		
La Marque Cemetery, 1709 Oak		
City Hall, 1111 Bayou Road		
Fire Department, 1109-A Bayou Road		
Library, 1011 Bayou Road		
Police Department, 431 Bayou Road		
Firemen's Hall, 320 Laurel		
La Marque EDC, 1130 1 st St.		
La Marque EDC Property, 401 Laurel		

GRAND TOTAL \$ _____

SIGNATURE PAGE
LM #10-18
LAWN MAINTENANCE SERVICE FOR CITY FACILITIES AND PARKS

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

Total amount of Bid: \$_____

Company Name

Signature

Printed Name & Title

Address

City, State & Zip

Phone

Fax

E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

“EXHIBIT A”

**EXCERPT FROM
CITY OF LA MARQUE
PURCHASING POLICY
November 11, 2013**

INSURANCE REQUIREMENTS

Whenever the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the bid or request for proposal that is released to the public should include an indemnity clause (hold harmless clause), along with a contractual agreement, to be executed upon award of the contract, that transfers the risk of the project from the City to the contractor. Because the contractor may or may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Most contracts are tailored for individual projects and programs; therefore, certain elements of the insurance required should be addressed in every contract document. One of the most important elements is the actual insurance coverage, which includes the coverage types, and limits that are dependent upon the nature of the project/program. A summary of the various types of policies and coverage they provide are discussed in greater detail in the remainder of this section.

Although not all of the coverages are required for every project (and limits will vary by exposure), and understanding the coverage provided by these policies is important to assure that all of the City's potential liabilities and exposures from the project are properly protected.

WORKERS' COMPENSATION INSURANCE

BUILDING and CONSTRUCTION PROJECTS

By State law, contractors and subcontractors hired for building and construction projects must always provide workers' compensation (w/c) insurance for their employees regardless of the cost of project. The Texas Labor Code defines building or construction as:

- (a) Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (b) Remodeling, extending, repairing, or demolishing a structure; or
- (c) Otherwise improving real property or an appurtenance to real property through similar activities.

PROOF OF INSURANCE

Prior to commencing work, the contractor must provide proof of insurance for the following coverages required by the City. Contractor needs to complete attached Appendix A, B, and C and submit other forms as necessary.

INSURANCE REQUIREMENTS OF CONTRACTS

A. AMOUNTS OF INSURANCE

Contractor must provide and maintain the following types and amounts of insurance, for the term of this Contract.

Type	Amount
(1) <u>Worker's Compensation -</u> and <u>Employer's Liability</u>	<u>Statutory Limits</u> \$100,000 per occurrence
(2) <u>Commercial (Public Liability),</u> <u>including but not limited to:</u>	<u>Bodily Injury:</u> \$1,000,000 per person \$2,000,000 per occurrence and
A. Premises/Operations B. Independent Contractors C. Personal Injury D. Products/Complete Operations E. Contractual Liability (insuring above indemnity provisions)	<u>Property Damage:</u> \$1,000,000 per occurrence with <u>general aggregate</u> of \$2,000,000
(3) <u>Business (Commercial)</u> <u>Automobile Policy:</u>	Combined Single Limit/ \$1,000,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

B. OTHER INSURANCE REQUIREMENTS

It shall be the sole responsibility of the contractor to provide the required Certificate and that failure to comply within 10 days after notice of award and according to the requirements of this article shall be a cause for termination of the Contract.

For any pesticide spraying performed, the City of La Marque will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Manager's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

It shall be understood by the contractor that with respect to the above required insurances, the City shall:

- (1) Be named as additional insured/or an insured, on all required insurance except workers' compensation.
- (2) Be provided with a waiver of subrogation, in favor of the City on all required insurance.
- (3) Be provided with an unconditional 30 days advance written notice of cancellation or material change.
- (4) Prior to execution of this Agreement, be provided through the office of the City Clerk with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

INDEMNIFICATION

The contractor shall agree to defend, indemnify, and hold the City of La Marque and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agents, servant, or employee of Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees.

The contractor shall further agree that it shall at all times exercise reasonable precaution on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with Contractor.

The contractor shall acknowledge to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the

City so desires, Contractor shall furnish satisfactory evidence that all obligations of the nature described here have been paid, discharged, or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official, or other representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official, or representative of the City. Income taxes, self-employment taxes, and the like are the sole responsibility of Contractor.

“EXHIBIT B”

MAPS OF PROPERTIES



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017

Prepared by: Gerald Grimm

Department: Fire Department

Agenda item: 9b

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing an additional and final one (1) year renewal of existing contract for EMS Medical Supplies and Medications with Bound Tree Medical in an amount not to exceed \$30,000.00 for a period of one (1) year beginning November 15, 2017, through November 14, 2018, as provided for in the initial contract award October 26, 2015.

X

Attachments for reference

1. Bound Tree Contract Renewal Acceptance Letter
2. Bound Tree Pricing Schedule
3. Minutes of City Council meeting 10-26, 2015, awarding initial contract with two (2) one (1) year renewal periods.
4. Minutes of City Council meeting 01-11-2016, clarifying amount of bid award to reflect an extended aggregate bid amount of \$30,000.00.

STAFF BRIEFING:

- A one (1) year contract was awarded to vendor 10-26-2015 with an option for two (2) one (1) year renewal periods.
- Vendor requested reasonable price increases for various pharmaceuticals / supplies as provided for in the initial award.
- Pricing for all other items remains unchanged.
- Bound Tree has a significant presence as a supplier of EMS supplies and medications in the greater Houston / Galveston area with a local Service Representative for emergency orders and equipment repairs / replacements.
- Finance Director reviewed original contract recommendation.
- City Attorney reviewed original contract award recommended by staff..

HISTORY:

- **Bid award initially authorized by City Council 10-26-2015.**
- **Bound Tree has supplied LMFD EMS supplies and medications since 2013.**
- **Bound Tree continues to provide exceptional services; emergency orders; loaner equipment and replacement equipment when necessary; and, competitive pricing.**

TARGET IMPLEMENTATION: November 15, 2017.

SIGNIFICANT ACTION DATES:

10-26-2015 – Initial contract awarded with provisions for two (2) one (1) year renewals.

11-14-2016 – Council awarded a one (1) year renewal.

01-11-2016 – Council approved clarification of contract amount to reflect \$30,000.00.



CITY COUNCIL AGENDA FORM

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	\$32,000
Actual Bid	\$30,000
Estimated Expenditure	\$30,000
Acct. Name(s)	First Response Supplies
Line Items #	01-2011-06
Other Funding	NA

STAFF'S RECOMMENDATION: Motion to authorize an additional and final one (1) year renewal of existing contract for EMS Medical Supplies and Medications with Bound Tree Medical in an amount not to exceed \$30,000.00 for a period of one (1) year beginning November 15, 2017, through November 14, 2018, as provided for in the initial contract award October 26, 2015.

FISCAL IMPACT: \$30,000.00

August 3, 2017

City of La Marque
City Hall
1111 Bayou Rd.
La Marque, TX 77568

RE: Extension of Bid No. LMB #2015-003 EMS Supplies and Medication

Dear Gerald,

Bound Tree would like to move forward with the renewal of the above contract for renewal period of November 15, 2017, through November 14, 2018. Prior to the renewal going into effect, it is vital to discuss price increases.

We have received notification of price increases from multiple pharmaceutical manufactures that recently took effect. Please find the documentation of these increases attached. These were nationwide increases not just increases for Bound Tree. There are multiple items on our contract effected by this increase. We are writing to request that our contract prices be amended to reflect the manufacturer increases.

Please let me know on or before July 31, 2017, if this request is approved or not approved. No changes will occur on the bid without your approval. Please review the attached excel spreadsheet "City of La Marque Renewal Item List" for all items and increases associated with Bid 2015-003.

To the extent the pricing is not acceptable; Bound Tree Medical is willing to remove such product off the contract during the applied renewal period November 15, 2017, through November 14, 2018.

If you have any questions regarding this renewal, we can be reached via phone (800)533-0523 or email Christopher.Fyffe@boundtree.com or CGray@boundtree.com.

Sincerely,

Christopher Fyffe
Senior Pricing Analyst, Bids / Contracts

Craig Gray
Account Manager

Item List for BID LMB #2015-003 EMS Supplies & Medication with Increases per Terms & Conditions

Vendor Name	Item ID	Item Description	UoM	Price	New Price
AM USA	600-10	Iv Flush Syringe, Normal Saline 10 MI Prefilled 12 MI Syringe, Sterile 100Ea/Bx 4Bx/Cs	EA	\$ 0.40	\$ 0.40
SMITHS MEDICAL ASD, INC.	353055	Catheter Intravenous (Iv) Latex Free 18 Gauge X 1.25 In 50/Bx 200/Cs Protectiv	EA	\$ 1.64	\$ 1.64
SMITHS MEDICAL ASD, INC.	353056	Catheter Intravenous (Iv) Latex Free 20 Gauge X 1.25 In 50/Bx 200/Cs Protectiv	EA	\$ 1.64	\$ 1.64
AMBU, INC.	260281	Extrication Collar Adjustable 16 Settings 30/Cs Ace Perfit Ambu	EA	\$ 4.25	\$ 4.25
LAERDAL MEDICAL CORP.	260975	Head Immobilizer Sta-Blok 30/Cs	EA	\$ 3.60	\$ 3.60
IMS LIMITED	373316	Epinephrine 1:10000 1 Mg 10 MI Luer Jet 1019B	EA	\$ 5.88	\$ 7.82
SMITHS MEDICAL ASD, INC.	353042	Catheter Intravenous (Iv) Latex Free 16 Gauge X 1.25 In 50/Bx 200/Cs Protectiv	EA	\$ 1.64	\$ 1.64
SMITHS MEDICAL ASD, INC.	353050	Catheter Intravenous (Iv) 22 Gauge X 1 In 50/Bx 200/Cs Protectiv	EA	\$ 1.64	\$ 1.64
MEDSOURCE INTERNATIONAL	301-100EA	Oxygen Nasal Cannula, Adult, Conv Style, Clear Flared Nasal Prongs, 7 Ft Tubing, 50Ea/Cs (Ms-24004)	EA	\$ 0.24	\$ 0.24
AMBU, INC.	520-211	Bvm, Spur II, Adult W/ Medium Adult Mask, Individually Boxed 12/Cs	EA	\$ 8.27	\$ 8.27
BAXTER HEALTHCARE-DMG	607113	Sterile Water For Irrigation, 500 MI Plastic Pour Bottle 18Ea/Cs	EA	\$ 2.53	\$ 2.53
CARDINAL HEALTH RX	0047-22	Solu-Medrol, 125 Mg, 2 MI Vial 25Ea/Bx		\$ 9.35	\$ 11.10
ADI MEDICAL	D4808	Suction Tubing Only 1/4 In X 6 Ft 50/Cs	EA	\$ 0.61	\$ 0.61
COVIDIEN	47-31144010EA	Sharps Container, Sharps-A-Gator, 5 Quart, Translucent Red, Clear Lid, In Patient Room 30Ea/Cs	EA	\$ 2.75	\$ 2.75
MEDIQUE PRODUCTS	25711	Hydrogen Peroxide, Topical Solution, 16 Oz Bottle, 12Ea/Cs	EA	\$ 0.89	\$ 0.89
LAERDAL MEDICAL CORP.	020500	Endotracheal Tube Holder Adult 100/Cs Thomas	EA	\$ 2.57	\$ 2.57
IMS LIMITED	373301	Dextrose 50% 25Gm 50MI Luer Jet 1013B	EA	\$ 11.87	\$ 13.07
AMBU, INC.	230500	Electrodes, Bluesensor Sp, Medium Size, Pediatric/Adult, Foam 50/Pk	PK	\$ 12.56	\$ 12.56
WEST-WARD PHARMACEUTICAL CORP.	6013-10	Diltiazem, 25 Mg, 5 MI Vial *Refrigerate* 10Ea/Box	EA	\$ 2.21	\$ 2.21
B. BRAUN MEDICAL, INC	1633-30303	Syringe Only, 3Cc, Luer Lock, 100Ea/Bx 24Bx/Cs	EA	\$ 0.05	\$ 0.05
HOSPIRA WORLDWIDE, INC	6102-10	Furosemide 100Mg, 10MI Vial 2049 25Ea/Bx	EA	\$ 6.61	\$ 6.61
HOSPIRA WORLDWIDE, INC	375204	Quelicin 200Mg 10MI Vial*Refrigeration Required* 25Ea/Bx	EA	\$ 29.35	\$ 29.35
IMS LIMITED	373369	Naloxone 2Mg 2MI Luer Jet 1029B 10Ea/Cs	EA	\$ 54.92	\$ 60.41
CAPITAL WHOLESALE DRUG	375016	Aspirin Childrens Chewable Orange Flavor 81Mg 36/Bt 24Bt/Cs 2019	BT	\$ 1.21	\$ 1.21
HOSPIRA WORLDWIDE, INC	0641142035	Epinephrine 1:1000 1Mg 1MI Ampule 2043 25Ea/Bx	EA	\$ 3.59	\$ 3.88
VENTLAB CORPORATION	87-3007EA	Oxygen Connecting Tubing, 7 Ft, 3 Channel Safety Tubing, 3/16 In I.D., 50Ea/Cs	EA	\$ 0.23	\$ 0.23
MORRISON MEDICAL PRODUCTS	450004	Intravenous (Iv) Armboard Disposable 3 In X 9 In 100/Cs	EA	\$ 0.80	\$ 0.86
MORRISON MEDICAL PRODUCTS	450002	Intravenous (Iv) Armboard Disposable 3 In X 18 In 100/Cs	EA	\$ 0.77	\$ 0.83
SAGENT PHARMACEUTICALS, INC.	25021-301-02	Adenosine 6Mg, 2MI Vial 10Ea/Bx	EA	\$ 4.10	\$ 4.10
WEST-WARD PHARMACEUTICAL CORP.	0376-25	Diphenhydramine 50Mg/MI 1MI Sdv 2035 - Benadryl 25 Vials/Pk	EA	\$ 1.03	\$ 1.03
HOSPIRA WORLDWIDE, INC	6695-02	Amidate (Etomidate) 40Mg, 20MI Vial 10Ea/Bx	EA	\$ 9.13	\$ 9.13
FRESENIUS (ABRAXIS)	0064-02	Magnesium Sulfate 50% 1 gm, 2 ml Vial 25Ea/bx	EA	\$ 1.97	\$ 1.97
WEST-WARD PHARMACEUTICAL CORP.	3157-83	Promethazine 25Mg/MI 1MI Amp 2098 25Ea/Bx	EA	\$ 1.72	\$ 1.72
WEST-WARD PHARMACEUTICAL CORP.	9746-10EA	Terbutaline 1 Mg, 1 MI Vial 10Ea/Bx	EA	\$ 5.20	\$ 5.20
ASIA CONNECTION SHANGHAI	38013	MEDSTORM - FLEXX SET 6.0 CUFFED 10EA/BX 10BX/CS	EA	\$ 1.42	\$ 1.42
FRESENIUS (ABRAXIS)	371651	Thiamine 100Mg/MI 2MI Mdv 2122	EA	\$ 13.72	\$ 13.72
GREAT PLAINS BALLISTICS	021410	Alr Flow Monitor Baam 100/Cs	EA	\$ 5.80	\$ 5.80
ASIA CONNECTION SHANGHAI	38015	MEDSTORM - FLEXX SET 7.0 CUFFED 10EA/BX 10BX/CS	EA	\$ 1.42	\$ 1.42
SAGENT PHARMACEUTICALS, INC.	0806-01	Haloperidol 5 Mg, 1 MI Vial 10Ea/Bx	EA	\$ 2.88	\$ 2.88
HOSPIRA WORLDWIDE, INC	374904	Lidocaine 2% 100Mg 5MI Lifeshield Syringe 1026A 10Ea/Bx	EA	\$ 3.33	\$ 3.33
ASIA CONNECTION SHANGHAI	36090	Medstorm - Suction Cath 6 Fr 50Ea/Cs	EA	\$ 0.15	\$ 0.15
ASIA CONNECTION SHANGHAI	36091	Medstorm - Suction Cath 8 Fr 50Ea/Cs	EA	\$ 0.15	\$ 0.15
ASIA CONNECTION SHANGHAI	36092	Medstorm - Suction Cath 10 Fr 50Ea/Cs	EA	\$ 0.15	\$ 0.15
ASIA CONNECTION SHANGHAI	36093	Medstorm - Suction Cath 12 Fr 50Ea/Cs	EA	\$ 0.15	\$ 0.15
ASIA CONNECTION SHANGHAI	36094	Medstorm - Suction Cath 14 Fr 50Ea/Cs	EA	\$ 0.15	\$ 0.15
ASIA CONNECTION SHANGHAI	36095	Medstorm - Suction Cath 16 Fr 50Ea/Cs	EA	\$ 0.15	\$ 0.15
ASIA CONNECTION SHANGHAI	36096	Medstorm - Suction Cath 18 Fr 50Ea/Cs	EA	\$ 0.15	\$ 0.15
BAXTER HEALTHCARE-DMG	280973	LIDOCAINE 2GM IN DEXTROSE 5% 500ML BAG 18BG/CS 3029	EA	\$ 7.34	\$ 7.34
PYNG MEDICAL CORPORATION	622270	Intraosseous (Io) Infusion System Adult Rtr 10/Bx PynG Fast 1	EA	\$ 138.88	\$ 180.54
NEPHRON PHARMACEUTICALS CORP	9501-25	Albuterol 0.083% 2.5Mg/3MI 25Vials/Bx	BX	\$ 3.73	\$ 3.73
HOSPIRA WORLDWIDE, INC	371775	Dextrose 25% 10MI Ansyr Syringe 1041 10Ea/Bx	EA	\$ 9.24	\$ 9.24
HOSPIRA WORLDWIDE, INC	379094	C2 Fentanyl 0.05Mg/MI 2MI Sdv 25/Bx	BX	\$ 37.07	\$ 37.07
AMBU, INC.	530-213	Bvm, Spur II, Pediatric W/Toddler Mask, Individually Boxed 12Ea/Cs	EA	\$ 10.92	\$ 12.56
ADI MEDICAL	080504	Bandage Elastic Latex Free 4 In 10Rls/Bx 5Bx/Cs	RL	\$ 0.47	\$ 0.47
ADI MEDICAL	080506	Bandage Elastic Latex Free 6 In 10Rls/Bx 50Rls/Cs	EA	\$ 0.80	\$ 0.80

Item List for BID LMB #2015-003 EMS Supplies & Medication with Increases per Terms & Conditions

Vendor Name	Item ID	Item Description	UoM	Price	New Price
ASIA CONNECTION SHANGHAI	38016	MEDSTORM - FLEXX SET 7.5 CUFFED 10EA/BX 10BX/CS	EA	\$ 1.42	\$ 1.42
ASIA CONNECTION SHANGHAI	38017	MEDSTORM - FLEXX SET 8.0 CUFFED 10EA/BX 10BX/CS	EA	\$ 1.42	\$ 1.42
SUN MED	9-01212-70	Et Tube Introducer W/Coude Tip 15Fr X 70Cm 10/Bx	EA	\$ 4.13	\$ 4.13
NEPHRON PHARMACEUTICALS CORP	9801-25	Ipratropium Bromide 0.02%, 0.5Mg/2.5Ml Unit Dose 25/Bx	BX	\$ 3.63	\$ 3.63
HOSPIRA WORLDWIDE, INC	D250	Carpuleject Holder 2024	EA	\$ 0.02	\$ 0.02
TELEFLEX MEDICAL	38020	Medstorm - Endotracheal Tube (Ett), 9.0 Cuffed 10Ea/Bx 10Bx/Cs	EA	\$ 1.42	\$ 1.42
QMED CORPORATION	020041	Tracheotomy Device Child 2.0Mm Quicktrach	EA	\$ 125.74	\$ 125.74
ZULCO INTERNATIONAL	68014	Medstorm - Shears Red 7.5 50Pr/Bx	PR	\$ 0.76	\$ 0.76
EMERGENCY MEDICAL PRODUCTS INC	3710-16051	Emergency Tape, Pediatape, For Pediatric Patients, Measure Length And Estimate Weight	EA	\$ 17.30	\$ 17.30
CARDINAL HEALTH RX	0326-08	Nitro-Bid 2% Ointment 1Gm Ud 48/Bx 12Bx/Cs	BX	\$ 148.96	\$ 148.96
MEDSOURCE INTERNATIONAL	533-MS-25058EA	Oxygen mask, pediatric, elongated, total non rebreather, w/o safety vent, 7 ft tubing, LF 50ea/cs	EA	\$ 0.64	\$ 0.64
MEDSOURCE INTERNATIONAL	533-MS-25060EA	Oxygen Mask, Adult, Elongated, High Conc, Total Non-Rebreather, Reservoir Bag, Tubing, Lf 50Ea/Cs	EA	\$ 0.64	\$ 0.64
QMED CORPORATION	76-395499EA	Oxygen Mask, Infant, Medium Concentration, With Elastic Bands, Plastic, Single Use 50Ea/Cs	EA	\$ 1.81	\$ 1.81
WESTMED, INC.	301-200EA	Curaplex Nebulizer, Small Volume, Hand Held, With Tee, Mouthpiece, Flextube, 7 Ft Tubing 50Ea/Cs	EA	\$ 0.68	\$ 0.68
WESTMED, INC.	301-203EA	Nebulizer, Small Volume, Hand Held, With Pediatric Aerosol Mask, 7 Ft Kink Resistant Tubing 50Ea/Cs	EA	\$ 0.81	\$ 0.81
INTEGRA BIOTECHNICAL	531501	Porto2vent Cpasos Oxygen Delivery System, Incl Cpap Unit, Connector Hose, Manual, Warranty Card	EA	\$ 934.29	\$ 934.29



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La Marque, Texas 77568
409.938.9202

**City of La Marque
Regular Meeting Minutes
October 26, 2015**

Minutes of the Regular Meeting of La Marque City Council held on Monday, October 26, 2015 at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

- (1) Mayor Hocking called the Regular Meeting to order at 6:00 p.m.
- (2) **ROLL CALL**
Mayor Hocking
Mayor Pro-Tem Bell Arrived at 6:18 p.m.
Councilmember Chris Lane
Councilmember Robert Michetich
Councilmember Clent Brown
City Manager Carol Buttler
City Attorney Ellis Ortego
City Clerk Robin Eldridge
- (3) **INVOCATION AND PLEDGE OF ALLEGIENCE**
Mayor Hocking gave the invocation and led the Pledge of Allegiance
- (4) **PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**
 - a. Introduction of New Employees
Mayor Hocking along with Library Director Amy Miller introduced Terri Walker, Youth Services Librarian; Stacy Selby, Library Assistant
Mayor Hocking along with Kathy Girndt (Utility Billing) introduced Britni Munoz, Customer Service Representative
 - b. Proclamation- Municipal Court Week
Mayor Hocking read the Proclamation and acknowledged the Municipal Court Judge and court personnel
- (5) **CITIZEN'S PARTICIPATION (Limited to three (3) minutes per person)**
 1. Sharon Daniel, spoke on the subject of increasing the Solid Waste collections charges.
"First, I want to say, as a citizen, I deeply appreciate your expressed desire not to pass on the increase in fees to Republic to the citizens of La Marque, especially considering the service level that they have failed to provide for a good length of time, now. I completely concur with the Mayors comment at the last City Council meeting, about wanting La Marque to be known as a city that pays its bills. However, I do have a bit of concern about that, for La Marque to be known as a city that pays its bills regardless of whether or not those that contract with the city meet their obligations." She went on further to say that she felt like it was a disservice to the funds that ultimately come from the citizens of La Marque. Her recommendation is that Republic be held to their contract, and that prior to receiving this years' scheduled rate increase, that they demonstrate a period of no less



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than six months of actually delivering the service they are contracted to deliver. Her other concerns were of some of the wording in the ordinance itself, one being that citizens had to pre-schedule for the brush pickup. Another issue being to have to take the trash to the waste disposal center (dump), and then limits placed on how many times a person can take it, even if taken in their own time, and why would a person be charged if they take an excess of one every three months, if the intent is to clean up La Marque. Mayor granted her another minute to speak. Her last concern was the 'cart contents only' wording, she said that this phrase does not exist in the original Republic contract. The contract allows citizens to use receptacles, two per trash day and does not limit to 'cart contents only.'

Mayor responded, "Your input is taken seriously, sometimes, we, as leaders have to make a decision. It is better to pay \$73,000.00 out of the Utility Fund and not pass it on to the citizens, rather than pay \$173,000.00 by the time we get through paying attorney fees. That is the decision that was made, but we appreciate your input very much."

Laura Marie Bernard, "I am here on behalf of a non-profit organization called 'Life Donation'. We help people who want to donate their bodies to science. I am here with a collaborative event that we are producing for the residences of Galveston County. (Handed out a press release). We are bringing a Veterans Memorial exhibit that is two hundred feet long. It commemorates every single Texas fallen troop in the Iraq and Afghanistan wars, displaying their picture, their name and their date of death. We are working with the Texas Funeral Directors Association, who are the custodian of this exhibit. We are also working with Worlds Gym (location of the exhibit), the owner of Mall of the Mainland and Carnes Funeral Home. The ribbon cutting will take place on Monday, November 2, 2015 at Worlds Gym at 4:30 p.m. I am asking Mayor Hocking to present the invocation at this event. It will be here from November 1 through November 12, and it is free."

- (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. Regular City Council Minutes of October 12, 2015.
 - b. Canceling the second Regular City Council Meetings of November 23, 2015 and December 28, 2015 due to Thanksgiving, Christmas and New Year Holidays.
 - c. Discussion/possible action regarding authorizing City Manager to commit the City to \$55,000.00 with the Letter of Intent with Siemens Industry Inc. to recoup costs for program development, if the City of La Marque fails to execute the Performance Contracting Agreement.



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- d. Discussion/possible action authorizing the Fire Department to proceed with disposition of surplus property as described in the attachment by online public auction.

- e. Discussion/possible action authorizing award of Bid #LMB 2015-003 for EMS Medical Supplies and Medications to Bound Tree Medical in the amount of \$10,442.09 for a period of one (1) year beginning November 1, 2015, through October 31, 2016, with an option for two (2) one (1) year renewal periods with mutually acceptable terms, conditions, and pricing.

** Councilmember Michetich made a motion to approve the consent agenda.

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

(7) **PUBLIC HEARING**

- a. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2015-0021**, Appendix "A", Schedule of fees and charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed Solid Waste Collection Charges, per Contract.

Mayor Hocking closed the Regular meeting and opened the Public Hearings at 6:17 p.m.

Geraldine Sam asked what the schedule of fees and charges will be. "Are the fees going up? Are they going to charge us more? What is it, because my question and concern is that the garbage service has not been very good lately. We have had to as a city, put up our own money to help get our city clean and we are picking up the brush that they were supposed to be picking up. I am concerned. I am paying with my money and you are paying. Are they going to reimburse us, what we have paid them for picking up brush and we are paying someone else to pick it up. That is double dipping. They don't need a raise, if they aren't doing their job."

Mayor explained, "To answer the first part of your question. That actually was paid for by the Economic Development Corporation, and it was funded by sales taxes, not property taxes. It was not a city expense, so there will be no need for reimbursement. Secondly, this is a contractual obligation. It is written into the contract that they get an increase, and so much per year. We had decided not to pass that onto the citizens, but to pay it out of the Utility Fund, which is generated by the taxes received from the citizens who pay them through their waste collection." Further stated that the contract ends in 2017, the city will be going out for bid for a trash/waste collection company.

- b. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2015-0025**, amending Ordinance No. O-2015-010, Section 3, as it relates to the installment due dates in accordance to when the assessment was levied for Painted Meadows, Section IV.

No one spoke.

- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2015-0026** amending Chapter 23, Article I, Section 23-1, of the Code of Ordinances authorizing the Judge of the Municipal Court to assess a Special Expense to be collected by the



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**City of La Marque
Regular Meeting Minutes
January 11, 2016**

Minutes of the Regular Meeting Minutes of La Marque City Council held on Monday, January 11, 2016 at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

- (1) Mayor Hocking called the Regular Meeting to order at 6:00 p.m.
- (2) **ROLL CALL**
Mayor Hocking
Mayor Pro-Tem Bell
Councilmember Chris Lane
Councilmember Robert Michetich
Councilmember Clint Brown
City Manager Carol Buttler
City Attorney Ellis Ortego
City Clerk Robin Eldridge
- (3) **INVOCATION AND PLEDGE OF ALLEGIENCE**
Mayor Hocking delivered the invocation and led the Pledge of Allegiance.
- (4) **PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**
 - a. Clean City Commission Chairman, Nancy Polk acknowledged and introduced the winners of the Christmas Lighting Contest. Third place: Elvira Flores; Second Place: Sheryl Vander's; and First Place: Dennis Mc Colgin
- (5) **CITIZEN'S PARTICIPATION**
 - a. Geraldine Sam thanked Mayor Pro-Tem Bell for donating two bikes to the children of La Marque Independent School District. "It really made their Christmas a little brighter and hopefully next year we can have more people volunteer." She then expressed her disappointment that certain citizens of La Marque could be honored by naming a park after them and when someone else follows the same procedure and when their petitions are not only voted down by the Parks Board, but never presented to the Council. Then a resolution changing the way that petitions are turned in to discourage citizens from collecting petitions was implemented. "I think that the petitions that we turned in should have been grandfathered." She continued and said that a certain group of citizens that are doing what is asked and required, then the script is switched. I think that our petition should be grandfathered instead of having to go back and collect over a thousand signatures. Let's do the right thing and be inclusive and not exclusive. Thank you very much."



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- c. Discussion/possible action regarding appointments and reappointments of members to the City of La Marque various Boards and Commissions.

Mayor Pro-Tem Bell appointed Chris Crowder to the Planning and Zoning Commissions and appointed Ellen Hanley to the Cemetery Board.

Councilmember Lane reappointed Louis McGaffey to the Building Standards Commissions; reappointed Deanne Bethea to the Planning and Zoning Commission and as Alternate to the Planning and Zoning Commission, he appointed Augustino Molis.

Mayor Hocking and Mayor Pro-Tem Bell agreed that one of the Mayors appointees should actually be District "A" from the Building Standards Commission (that position being Billy Jefferson)

City Manager reappointed C.J. Leggett and Maggie Manuel to the Civil Services Commission

- d. Discussion/possible action regarding final approval of Hours of Operation for City Facilities.

After a brief discussion, Councilmember Bell made a motion to approve the Hours of Operation for City Facilities. Councilmember Brown seconded. **MOTION CARRIED UNANIMOUSLY.**

(9) NEW BUSINESS

- a. Discussion/possible action clarifying bid award for EMS Medical Supplies and Medications to Bound Tree Medical as authorized by City Council October 26, 2015, to reflect an extended aggregate bid amount of \$30,000.00, for a period of one (1) year beginning November 1, 2015, through October 31, 2016, with an option for two (2) one (1) year renewal periods with mutually acceptable terms, conditions, and pricing.

Councilmember Lane made a motion to clarifying bid award for EMS Medical Supplies and Medications to Bound Tree Medical as authorized by City Council October 26, 2015, to reflect an extended aggregate bid amount of \$30,000.00, for a period of one (1) year beginning November 1, 2015, through October 31, 2016, with an option for two (2) one (1) year renewal periods with mutually acceptable terms, conditions, and pricing.

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

- b. Discussion/possible action regarding the authorization of the purchase of perpetual plaques for past, current and future Mayors, City Councilmembers and City Managers to be placed in the Council Chambers.



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- c. Discussion/possible action regarding appointments and reappointments of members to the City of La Marque various Boards and Commissions.

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City Manager reappointed C.J. Leggett and Maggie Manuel to the Civil Services Commission

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After a brief discussion, Councilmember Bell made a motion to approve the Hours of Operation for City Facilities. Councilmember Brown seconded. **MOTION CARRIED UNANIMOUSLY.**

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

- b. Discussion/possible action regarding the authorization of the purchase of perpetual plaques for past, current and future Mayors, City Councilmembers and City Managers to be placed in the Council Chambers.



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017

Agenda item: 9c

Prepared by: Gerald Grimm

Reviewed by: Carol Buttler

Department: Fire Department

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the award of a contract to Siddons-Martin Emergency Group, an authorized Pierce vendor through the BuyBoard, for Fire Apparatus Maintenance and Repair Services in the amount of \$35,000.00 for one (1) year from date of award.

☒ X

ATTACHMENTS FOR REFERENCE

1. Buy Board Award Letter and Vendor Listing – Contract 491-15
2. Pierce Manufacturing letter establishing Siddons-Martin as an authorized vendor service provider.

STAFF BRIEFING:

- Siddons-Martin Emergency Group continues to provide exceptional service, emergency repairs, after hours, weekends, holidays, and on-site repairs when necessary
- Vendor is located in La Marque specializing in fire apparatus repair and maintenance services and sales of Pierce and other fire apparatus.
- Siddons-Martin Emergency Group is a South Western US Regional Corporation since 1974.
- Previous Bid award recommendations have been reviewed by the Finance Department and City Attorney.

HISTORY:

- Original bid awarded by Council 10-14-2013 for one (1) year with two (2) one (1) year renewal periods.

TARGET IMPLEMENTATION: October 01, 2017

SIGNIFICANT ACTION DATES:

October 14, 2013 – Original bid awarded by Council

October 13, 2014 - Council authorized one (1) year renewal

October 28, 2015 – Council authorized one (1) year renewal

January 09, 2017 - Council authorized one (1) year contract



CITY COUNCIL AGENDA FORM

ACTION:

☐

Ordinance

☐

Resolution

☐

Special
Presentation

☐

Proclamation

☐

Finance Report

☐

Public Hearing

☒

Other – Contract

☒

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

Cost Details:

Budgeted	\$35,000.00
Actual Bid	See submission
Estimated Expenditure	\$35,000.00
Acct. Name(s)	Repair & Maintenance Motor Vehicles
Line Items #	01-3030-06-00
Other Funding	NA

STAFF'S RECOMMENDATION: Motion to award a contract to Siddons-Martin Emergency Group, an authorized Pierce vendor through the BuyBoard, for Fire Apparatus Maintenance and Repair Services in the amount of \$35,000.00 for one (1) year from date of award

FISCAL IMPACT: \$35,000.00



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

July 18, 2017

Sent via Email to: jdoran@siddons-martin.com

Jeffrey Doran
Siddons-Martin Emergency Group
14233 Interdrive West
Houston TX 77032

Re: BuyBoard Contract 491-15
Fire Apparatus

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Fire Apparatus, Contract 491-15, for which the current term is set to expire August 31, 2017. At this time, we are renewing your contract through August 31, 2019. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator

BuyBoard Current Vendors

Vendor	Address1	City	State	Zip	Effective	Expiration	Contract
Sibme	1113 Vine Street, Ste 115	Houston	TX	77002	1/1/2016	12/31/2018	Technology Equip, Supplies, Software, Telecommunications Products, Asset Disposal/Recovery 498-15
SICO America, Inc.	7525 Cahill Road	Minneapolis	MN	55439	9/1/2014	8/31/2017	Musical Instruments, Equipment, Supplies, and Repair 455-14
SICO America, Inc.	7525 Cahill Road	Minneapolis	MN	55439	4/1/2016	3/31/2019	Furniture - School, Office, Science, Library & Dormitory 503-16
Siddons-Martin Emergency Group	14233 Interdrive West	Houston	TX	77032	9/1/2014	8/31/2017	Mobile Command, Emergency Mgmt & Bio-Terrorist Vehicles 454-14
Siddons-Martin Emergency Group	14233 Interdrive West	Houston	TX	77032	9/1/2015	8/31/2018	Ambulances 492-15
Siddons-Martin Emergency Group	14233 Interdrive West	Houston	TX	77032	9/1/2015	8/31/2018	Fire Apparatus 491-15
Sideline Power, LLC	218 Hwy 6	Greenwood	NE	68366	4/1/2016	3/31/2019	Athletic, P.E. & Gymnasium Supplies, Equip., Heavy Duty Exercise Equip. & Acc. 502-16
Sigma Surveillance, Inc. DBA STS360	1081 Ohio Drive Suite 1	Plano	TX	75093	4/1/2014	3/31/2017	Radio Communications Products 433-13
Sigma Surveillance, Inc. DBA STS360	1081 Ohio Drive Suite 1	Plano	TX	75093	10/1/2015	9/30/2018	Fire and Security Systems and Monitoring Services 493-15
Sign Depot	2720 N. 10th St.	McAllen	TX	78503	10/1/2014	9/30/2017	Copy and Print Services 466-14
Sign Solutions, Inc.	22650 Mueschke Road Ste A	Tomball	TX	77377	6/1/2014	5/31/2017	Swimming Pool Chemicals, Supplies & Equipment 451-14
Silicon Mountain Memory	9101 Harlan Unit 260	Westminster	CO	80031	1/1/2016	12/31/2018	Technology Equip, Supplies, Software, Telecommunications Products, Asset Disposal/Recovery 498-15
Silsbee Ford	1211 US Hwy 96 N.	Silsbee	TX	77656	12/1/2016	11/30/2019	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor 521-16
Silsbee Toyota	1396 US Hwy 327 E.	Silsbee	TX	77656	12/1/2016	11/30/2019	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor 521-16
Site Source Inc.	1812 Kipling Dr.	Flower Mound	TX	75022	10/1/2016	9/30/2019	Parks and Recreation Equipment and Field Lighting Products and Installation 512-16
SiteOne Landscape Supply (formerly John Deere Landscapes)	1385 E. 36th St.	Cleveland	OH	44114	6/1/2014	5/31/2017	Grounds Maintenance Equip. & Irrigation Parts, Supplies & Installation 447-14

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED



2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

July 16, 2017

To whom it may concern,

Since 1917 Pierce Manufacturing has provided the finest fire apparatus in the industry. The quality of our products and services are our number one priority.

In order to provide you with the personalized level of service you deserve, Pierce Manufacturing has established a widespread network of authorized dealers throughout the country. Siddons-Martin is the Pierce authorized dealership throughout Texas, New Mexico, and Louisiana. Furthermore, they are the sole source for Pierce parts and warranty services in this area and are extremely qualified to provide you with the service you have come to expect from Pierce Manufacturing, Inc.

If you have any questions or concerns regarding this or any other issue, please call us at (888) 974-3723.

Respectfully,

A handwritten signature in black ink, appearing to read "Jaime Bellmer".

Jaime Bellmer
Customer Support Manager
Pierce Manufacturing, Inc.



CITY COUNCIL AGENDA FORM

Meeting Date: 09/11/2017

Agenda item: 9d

Prepared by: Charlene Warren

Reviewed by: Carol Buttler

Department: Emergency
Management

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of RFP #17-02 “Debris Monitoring Services” to TLC Engineering as the successful proposer for debris monitoring related to Hurricane Harvey.

☒ X

Attach for reference

1. Proposal – TLC Engineering
2. Proposal – Stevenson Consulting LLC

STAFF BRIEFING:

- For many years, the City has had a contract with TetraTech (previously BDR/Leidos/SAIC) as the debris monitoring service to be used in the event of a major disaster.
- Debris monitoring services provide a means of checks and balances to establish accurate quantities for billing of debris removed by a debris hauler.
- Recently, the Federal Office of Inspector General and FEMA changed procurement requirements.
- These changes jeopardized the potential FEMA reimbursement for debris monitoring services utilized by the City.
- In an effort to maximize reimbursement potential and to best protect the City’s financial interests in the wake of Hurricane Harvey, the decision was made to solicit new proposals for debris monitoring services.
- An emergency RFP was posted for 72-hours on the City’s website on September 5, 2017, the Texas Bid System website, and a legal ad published in the Galveston County Daily News on Wednesday, September 6, 2017.
- There were 44 proposals solicited through the City’s website and 92 proposals solicited through Texas Bid System.
- The proposal specifications were supplied by the City of La Marque.
- Two (2) proposals were received: TLC Engineering and Stevenson Consulting LLC.
- Staff recommends awarding the proposal for debris monitoring services to TLC Engineering as the most qualified proposal meeting specifications.
- This item has been discussed with the Finance Director.

HISTORY:

- TetraTech (previously BDR/Leidos/SAIC) has been the City’s debris monitoring service vendor for the last eleven years.
- TetraTech has an outstanding reputation throughout Galveston County.
- Immediately after Hurricane Ike, TetraTech arrived and performed debris monitoring services.
- TetraTech did not submit a proposal for consideration.



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION:

- The proposed commencement date of the contract will be September 19, 2017.

SIGNIFICANT ACTION DATES:

09/05/2017 – RFP posted on website and Texas Bids System

09/06/2017 – RFP legal ad placed in Galveston County Daily News

09/08/2017 – RFP closed

ACTION:

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

Cost Details:	
Budgeted	\$0
Actual Bid	\$0
Estimated Expenditure	To Be Determined
Acct. Name(s)	Special Clean-up Projects
Line Items #	70-6110-14-02
Other Funding	FEMA

STAFF'S RECOMMENDATION: Motion to award **RFP #17-02 “Debris Monitoring Services”** to TLC Engineering as the successful proposer for debris monitoring related to Hurricane Harvey.

FISCAL IMPACT: Due to Hurricane Harvey’s impact on the City of La Marque, an estimate of debris monitoring costs is not currently available; however, by seeking new proposals, the City stands to maximize reimbursement from FEMA.

Proposal to Provide:

RFP 17-02: MONITORING OF DEBRIS REMOVAL

Submitted to:
CITY OF LA MARQUE, TEXAS

Proposal Opening:
September 8, 2017
12:00 P.M. (CST)

Contains: Document Original, Document Copies, Electronic Copy



ENGINEERING

8204 Westglen Drive
Houston, Texas 77063
(Ph.) 713-868-6900
(Fax.) 713-868-0001
(Email) info@tlceng.com
(HTML) www.tlceng.com

TLC Primary Contact:

Tim Kroeker, M.E.Des.
Department Manager – Env. Svc.
(O) 832-319-7141
(C) 713-446-3098
Email: tkroeker@tlceng.com
Tax ID: 76-0445812

Ship To:

City Clerk
La Marque Council Chambers
1109-B Bayou Road
La Marque, Texas 77568

By E-mail:
cityclerk@cityoflamarque.org
Attention: Robin Eldridge, City Clerk

Proposal to Provide

Monitoring of Debris Removal and Related Services

Submitted to:
City of La Marque, Texas

Proposal Opening:
September 8, 2017
12:00 P.M. (CST)

**DOCUMENT
ORIGINAL**



ENGINEERING

8204 Westglen Dr.
Houston, TX 77063

TLC Primary Contact:
Tim Kroeker, M.E.Des.
Depart. Manager – Env. Svc.

(D) 832-319-7141
(C) 713-446-3098
(M) 713-868-6900
(F) 713-868-0001

Email: tkroeker@tlceng.com
Tax ID: 76-0445812

QUALIFICATIONS TO PROVIDE PROFESSIONAL SERVICES

Mission Statement:

*TLC Engineering, Inc. is committed to
providing safe, efficient, and
environmentally responsible solutions to
an ever-changing global community*



Ms. Robin Eldridge, City Clerk
City of La Marque, Texas
City Clerk's Office
La Marque Council Chambers
1109-B Bayou Road
La Marque, Texas 77568

September 5, 2017

Subject: Monitoring Disaster Generated Debris Removal, Management, and Related Services

Dear Ms. Eldridge,

On behalf of the member companies of the TLC Team, it is my pleasure and honor to present you with this proposal to meet your current and future needs.

Key Project Personnel and Corporate Representation

Clarifications or Additional Information	Authorization to Contractually Obligate
Tim Kroeker, M.E.Des., Manager – Env. Svs. Dept. Address: 8204 Westglen Drive, Houston, TX 77063 Communication Details: Direct: (832) 319-7141 Cell: (713) 446-3098 Fax: (713) 868-0001 Email: tkroeker@tlceng.com	Tony L. Council, P.E., President and CEO Address: 8204 Westglen Drive, Houston, TX 77063 Communication Details: Direct: (832) 319-7156 Cell: (713) 409-1769 Fax: (713) 868-0001 Email: tonycouncil@tlceng.com

Our team is very aware of and understands the importance of this project. For this reason it has assembled a very gifted collection of professionals with much experience in each of the areas that the City of La Marque will need for complete recovery of the city. Members of the team have assisted communities, counties, and states in their recoveries from the type of disaster from which the city is now emerging and the types that may befall it in the future.

In this proposal, you will find service highlights such as:

- Rapid deployable workforces;
- Highly skilled and trained senior managers;
- A commitment to the local population and economy;
- Reliable and excellent representation; and
- A very strong commitment to excellent workmanship.

By submitting this proposal, as the lead firm, TLC believes that it demonstrates a full understanding of the needs of the City, and has full knowledge and willingness to comply with whatever scope, nature, and quantity of work that the City will require of us; the conditions under which the services are to be performed, the contractual structure of a negotiated Agreement; and, above all, the degree of workmanship that is needed is successfully exceed the City's expectations and standards of excellence.

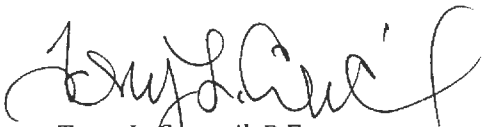
The signature, name, and title on this letter, and those throughout, where applicable, is of a company representative with the authority to bind the firm in a contract.

Finally, by submitting this proposal, TLC affirms that it is prepared to dispatch to La Marque, immediately, a team of personnel to move on a Notice to Proceed from the City to begin monitoring the removal of debris and starting to mend the city, the lives and businesses of its people, and its overall prospects for the future.

Please contact Mr. Tim Kroeker, M.E.Des., TLC's Manager of Environmental Services, if clarification of anything in this response is necessary or for additional information on how we will help the City, and Mr. Bill Buckmaster, TLC's Manager of Construction Management and Inspection Services at (832) 319-7126 for additional details regarding immediate mobilization of our team.

Sincerely,

TLC ENGINEERING, INC.



Tony L. Council, P.E.
President and CEO

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Message Concerning the Need in La Marque, Texas

The proposal presented to the City of La Marque in this document expands TLC's view of the situation beyond what is explicitly identified in the RFP. Our team understands that the primary objective of the City is to clean up the debris caused by Hurricane/Tropical Storm Harvey. We agree with the importance of that singular objective. Nevertheless, there is also the need for a broader comprehension in the years to come.

This proposal takes the philosophy that it is important to establish a systematic approach in all disaster recovery, including the initial removal of debris.

Our team is not proposing a long kickoff/phase-in planning period. Our team has the sophisticated and nimble technology to immediately implement an effective debris removal cleanup monitoring program. At the same time, our team will be collecting observational, anecdotal, and practical data that it will use after the initial rush subsides to the point that senior personnel can begin looking at programmatic issues, policies, and practices. To some extent this may be a better methodology because pressure generally tends to illustrate how things *actually* work. Therefore, much of the work indicated in the proposal as being upfront work will ultimately be done in reflection of how this event was handled.

Our team has been recruiting, hiring, and training monitors on a daily basis since receiving our notice-to-proceed (NTP) from the City of Houston regarding Hurricane/Tropical Storm Harvey. This has resulted in a reserve of over 250 ready-to-go personnel. With Hurricane Irma, Houston has had some difficulty certifying trucks. As a result, our team has a surplus of personnel. Indeed, after holding back a contingency crew of personnel in case of sudden change in need, we still have personnel that we can lend the City of La Marque's needs while their local personnel are cycled in.

Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.

1. COMPANY PROFILE

Table 1 provides the City of La Marque TLC's Corporate Profile, which is a selection of data that discloses the structure of the company plus provides various reference data.

TLC is a privately owned company with a single principal officer.

Tony L. Council, P.E.
 President and CEO
 Cell: (713) 409-1769
 Direct: (832) 319-7156
 Office: (713) 868-6900
 Fax: (713) 868-0001
 Email: tonycouncil@tlceng.com

Mr. Council, P.E. will be the negotiator for this contract, with assistance from Beverly G. Williams, P.E., Bill Buckmaster, and Tim Kroeker, M.E.Des.

TABLE 1: TLC CORPORATE PROFILE	
Key Personnel:	
Tony L. Council, P.E.; President and CEO	
Beverly G. Williams, P.E.; Director of Engineering Services	
Tim Kroeker, M.E.Des.; Manager of Environmental Services	
Bill Buckmaster; Manager of Construction Management and Inspection Services	
Element	Description
Registered Full Legal Company Name:	TLC Engineering, Inc.
Stability	
Date Established:	September 2, 1994
Date Established with SBA:	2001
Operating Revenue:	\$700,000
Available Credit:	\$3.5 million available
Company Description:	Full Service Engineering Firm
Ownership Structure Type:	Corporation
State of Incorporation:	Texas
Marketing Partner Identification Number:	TLCENG248
Secretary of State of Texas File Number:	132509900
DUNS Number:	030369933
CAGE Code:	3TUV0
Texas Board of Prof. Engineers Registration:	F-4066
Employer Identification Number (EIN):	76-0445812
Recent/Pending Change in Ownership:	None
Website:	www.tlceng.com
Company Headquarters City and State:	Houston, Texas

TABLE 1: TLC CORPORATE PROFILE

TLC Office(s) to Perform Work:	Orange, Texas/Houston, Texas	
Company's Physical Address:	8204 Westglen Drive, Houston, Texas 77063	
Company's Mailing Address:	8204 Westglen Drive, Houston, Texas 77063	
County Code:	201	
Metropolitan Statistical Area:	3360 (Houston-The Woodlands-Sugar Land, Texas)	
Primary Contact:	Tim Kroeker, M.E.Des.	
Contact Data:		
Phone Number (with Area Code):	(832) 319-7141	
Facsimile Number (with Area Code):	(713) 868-0001	
Cell Phone (with Area Code):	(713) 446-3098	
Contact Mailing Address:	8204 Westglen Drive, Houston, Texas 77063	
E-mail Address:	tkroeker@tlceng.com	
Years in Business:	22	
Staff Size/Assignment Availability:	28/80%	
Prime's Senior Program Management:		
Beverly G. Williams, P.E.	Bill Buckmaster	
Tim Kroeker, M.E.Des.		
Number of Supporting Personnel by Skill Group (not including personnel from other team members):		
3 Administrative	2 Planners	
3 Architects	2 Technicians (CADD)	
3 Civil Engineers	1 Environmental Planners	
4 Construction Inspectors	2 Disaster Recovery Specialists	
1 Electrical Engineers	0 Other:	
1 Hazardous Waste Specialists	23 Total Personnel at Headquarters	
1 Mechanical Engineers	28 Total Personnel within TLC	
Previous Contractual Engagement with Texas State Agencies: ☒ Yes ☐ No		
Agency:	General Land Office	
Duties:	Environmental Service Provider for GLO/HUD Non-Housing 2008 Supplemental Disaster Recovery Fund	
Service Period:	2009-2014	
Materially Significant Proposed Change in Ownership:		☐ Yes ☒ No
Registration with Federal System for Award Management (SAM) Status Active		☒ Yes ☐ No
North American Industrial Classification (NAICS) Codes		
Code	Description	Status
236220	Commercial and Institutional Building Construction	Certified
237110	Water and Sewer Line and Related Structures Construction	Certified
238290	Other Building Equipment Contractors	Certified
238990	All Other Specialty Trade Contractors	Certified
424720	Petroleum and Petroleum Products Merchant Wholesalers	Certified
488490	Other Support Activities for Road Transportation	Certified

TABLE 1: TLC CORPORATE PROFILE

531190	Lessors of Other Real Estate Property	Certified
541330	Engineering Services	Certified
541340	Drafting Services	Certified
541350	Building Inspection Services	Certified
541370	Surveying and Mapping (Except Geophysical) Services	Certified
541620	Environmental Consulting Services	Certified
562910	Remediation Services	Certified

2. EXPERIENCE

TLC has been the first responder for debris monitoring in Houston since 2005. We have handled every debris removal project since then, including Hurricane Ike, the floods of 2015 and 2016, and the current Hurricane/Tropical Storm Harvey. TLC is partnering with CDR Maguire, Inc. which has also handled numerous debris removal monitoring projects. **Table 2** includes various significant events for which our team has been involved in debris removal monitoring.

Resumes are provided for the key personnel who will be involved in this project.

Further, the list of removal and program management needs will be handled by Primary/Tier I team members as well as companies Secondary/Tier II contractors. The services in the list below will be handled by companies whose core business units do this type of work.

- private property/right-of-entry (ROE) work,
 - waterway/marine debris clean-up,
 - sand recovery/beach remediation,
 - hazardous tree/limb removal,
 - hazardous material removal,
 - white goods,
 - vessel and vehicle recovery,
 - asbestos removal,
 - data management,
 - contracting/invoice reconciliation, and
 - FEMA appeals assistance.
-
- Bio-West, Inc. _____ Ecological Services
 - CRG Texas Environmental Services, Inc. _____ Soils and Groundwater
 - FERN Environmental, Inc. _____ Air Quality, Asbestos, Lead-based Paint
 - Coastal Environment, Inc. _____ Ecological Services
 - Global Emergency Management, LLC. _____ Grant Management

- Government Contractors, Inc. _____ Data Management
- Gray and Pape, Inc. _____ Cultural Resources
- JNE Green Team, Inc. _____ Construction and Demolitions
- One World Strategy Group, LLC. _____ Public Involvement
- PAK Global Env. Con., LLC. _____ Solid Waste Permitting

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Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.

TABLE 2: SAME OR LARGER MAGNITUDE EVENTS IN THE PAST TEN YEARS

TABLE 2: SAME OR LARGER MAGNITUDE EVENTS IN THE PAST TEN YEARS										
Event Type	Event	Year	FEMA Code	Verification Details				Project Name	Cubic Yardage	Dollar Value
				Public Agency	Contact Information					
					Name	Title	Phone			
Hurricane	Harvey	2017	DR-4332	City of Houston	Harry J. Hayes	Director	(832) 393-0454	Debris Removal Monitoring	500,000+	On-going TBD
Flooding	Texas Severe Storms and Flooding	2016	DR-4269	City of Houston	Harry J. Hayes	Director	(832) 393-0454	Debris Removal Monitoring	150,000+/-	\$350,000.00
Flooding	Severe Storms, Tornadoes, Straight-line Winds, Flooding	2015	DR-4223	City of Houston	Harry J. Hayes	Director	(832) 393-0454	Debris Removal Monitoring	150,000+/-	\$957,000.00
Drought	Houston Severe Drought Tree Kill	2011	N/A	City of Houston	Harry J. Hayes	Director	(832) 393-0454	Houston Dead Tree Removal Project	150,000+/-	\$217,866.40
Wildfire	Bastrop County Complex	2011	DR-4029	FEMA	John Bury	Director	(713) 737-5763	Debris Removal Monitoring	150,000+/-	\$181,683.65
Hurricane	Ike	2008	DR-1791	City of Houston	Harry J. Hayes	Director	(832) 393-0454	Debris Removal Monitoring	500,000+	\$9,000,000.00
Hurricane	Katrina	2005	DR-1604	FEMA	Susan Butler	Prog. Mgr.	(210) 422-8958	Temporary Housing	N/A	\$2.5m.
Hurricane	Rita	2005	DR-1606	FEMA	Susan Butler	Prog. Mgr.	(210) 422-8958	Temporary Housing	N/A	\$1.5m.
Hurricane	Ike	2008	DR-1791	City of Galveston	Chris Canonico	Director	(713) 423-7300	Housing Elevation	N/A	\$155,000.00

Debris Removal Monitoring Services

Date / Event Name / Location	Description of Services	Debris Removal Contracting Firm & Total Cubic Yards	Total Cubic Yards	Client	Contact info	Contract Amount	Contract Dollar Amount	
							Total Dollar Amount Reimbursed to Client	Total \$\$\$ Reimbursed to Client for entire disaster
2017 DR-4283 Hurricane Matthew FL	Waterway debris monitoring & project management	CrowderGulf: 18,000+ for our zone; total unknown	20,000+	Florida Dept. of Environmental Protection	Scott Woolam Sr. Program Analyst Division of Lands 850.245.2806 scott.woolam@dep.state.fl.us	Monitoring Costs: \$450,000	Total Contract Amount: \$450,000 Reimbursement Amount: Not available until disaster is closed out	
2013 DR-4145 Severe Storms, Flooding, Landslides and Mudslides	Debris monitoring and Public Assistance	TFR: 45,000CY	45,000+	Larimer County	Steven Gillette, Solid Waste Director, gilletsw@co.larimer.co.us, (970) 498-5760	Monitoring Costs: \$2,100,000	Total Costs: \$2,100,000 Reimbursement Amount: Not available until disaster is closed out	
2013 DR-4107 Winter Storm Nemo RI	Debris monitoring	CrowderGulf: 2,000 CY	2,000+	Charlestown	Alan Aresnault, Public Works Director, publicwrks@charlestownri.org, (401) 364-1230	Monitoring Costs: \$20,000	Monitoring Costs: \$20,000 Reimbursement Amount: Not available until disaster is closed out	
2012 DR-4089 Superstorm Sandy RI	Debris monitoring, beach/sand restoration monitoring and grant management	Cherenzia; 14,000 CY	140,000+	Westerly	Ms. Amy Grzybowski, EMA Director, AGzybowski@westerlyri.gov, (401) 741-2855	Monitoring Costs: \$71,000	Monitoring Costs: \$71,000 Reimbursement Amount: Not available until disaster is closed out	
2012 DR-4087 Superstorm Sandy CT	Debris monitoring and grant management	RBF: 7,500 CY	7,500+	Clinton	Peter Neff, Public Works Director, pneff@clintonct.net, (860) 664-1102	Monitoring Costs: \$140,000	Monitoring Costs: \$140,000 Reimbursement Amount: Not available until disaster is closed out	
CDR	DR-4166 Severe Winter Storm (SC)	2014	500,000+		Prime Sub-contractor to Metric Engineering for debris monitoring services		\$ 945,000	SCDOT

3. PERSONNEL

3.1 Organizational Structure/ Chain-of-Command



Figure 1: Organization Chart

Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.

Figure 1 is a broader explanation of the personnel and companies that would be involved in a larger event. It includes the companies with whom TLC has Secondary/Tier II relationships.

3.2 Communication Plan

Figure 2 is the Communication Plan for the team. The plan shows that between the various specialists there will be frequent discussion. There will be less communication of specialist groups and the Project Manager. The Project Manager and the President, QC/QA Manager, and Technical Advisor are anticipated to have common communications. However, the City of La Marque will only have communication with the Project Manager or their designate.

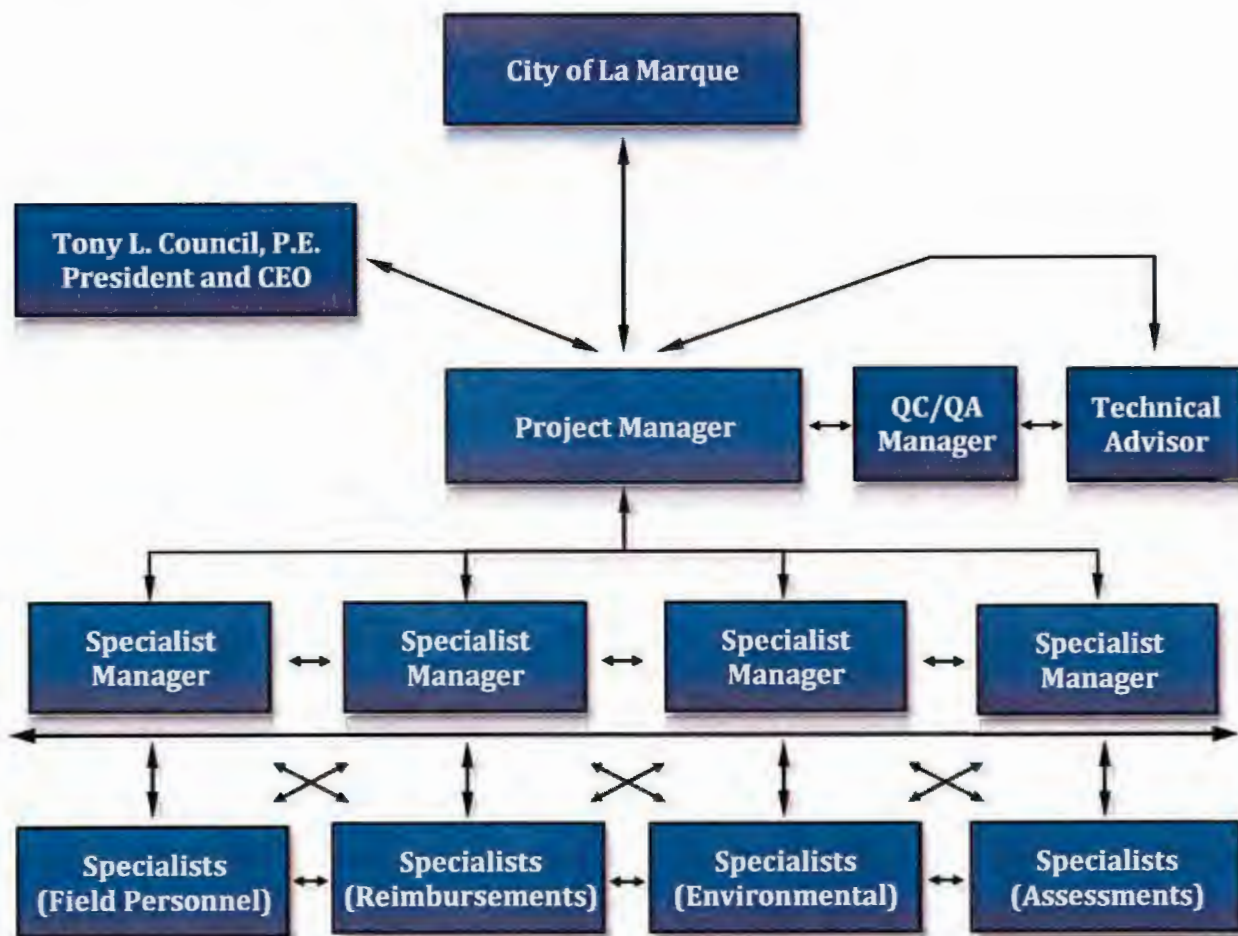


Figure 2: Communication Plan

3.3 Competing Commitments

At this time TLC has one other commitment with another community that will need these services in the event of a regional event. TLC is a first responder to the City of Houston for debris monitoring work. However, this is not anticipated to create problems because of the distance separating the two cities and because TLC manages each client as a separate business unit.

3.4 Regulatory Framework

3.4.1 Compliance with Laws

Our team understands the rationale for, and is completely supportive of, the City of La Marque's requirement that we comply with all Federal and State laws and City Ordinances and Codes applicable to our operation under this contract.

Further, our team also understands the rationale for, and is completely supportive of, the City of La Marque's requirement that these specifications, and the contract resulting wherefrom, shall be fully governed by the laws of the State of Texas, and shall be performable in the City of La Marque, Texas, where venue for any proceeding arising hereunder will lie.

Therefore, our team will operate the project in full compliance with the following (but not necessarily exclusive) Federal, State, and Local laws, ordinances, codes, policies, and programs.

3.4.1.1 Federal (Statutes)

- The Stafford Act: Section 403: Essential Assistance;
- The Stafford Act: Section 404: Hazard Mitigation;
- The Stafford Act: Section 406: Repair, Restoration, and Replacement of Damaged Facilities;
- The Stafford Act: Section 407: Debris Removal;
- 44 CFR § 206.224: Debris Removal

3.4.1.2 Federal (FEMA)

- FEMA 321: Public Assistance Policy Digest
- FEMA 322: Public Assistance Guide
- FEMA 325: Debris Management Guide
- FEMA 327: Debris Monitoring Guide
- FEMA Disaster Assistance Policy 9523.4: Demolition of Private Structures
- FEMA Disaster Assistance Policy 9523.5: Debris Removal from Waterways
- FEMA Disaster Recovery Policy 9523.11: Hazardous Stump Extraction/Removal Eligibility
- FEMA Disaster Recovery Policy 9523.12: Debris Operations - Hand Loaded Trucks/Trailers
- FEMA Disaster Assistance Policy 9523.13: Debris Removal from Private Property
- FEMA Disaster Assistance Policy 9526.1: Hazard Mitigation Under Section 406, Stafford Act
- FEMA Disaster Specific Guidance - as Published specifically for this disaster declaration

3.4.1.3 Federal (USDOT)

- The National Transportation Recovery Strategy

3.4.1.4 Divisions with the USDOT with Special Provisions

- Federal Aviation Administration (FAA)
- Federal Highway Administration (FHWA)
- Federal Motor Carrier Safety Administration (FMCSA)
- Federal Railroad Administration (FRA)

- Federal Transit Administration (FTA)
- Maritime Administration Ready Reserve Force (RRF)
- Pipelines and Hazardous Materials Administration (PHMSA)

3.4.1.5 State (Texas Emergency Management Statutes)

- Texas Government Code: Chapter 418: Emergency Management
- Texas Government Code: Chapter 421: Homeland Security
- Texas Administrative Code: Title 37: Public Safety and Corrections

3.4.1.6 Noteworthy Statutes and Legislative Updates Pertaining to Emergency Management

- Texas Agriculture Code: Quarantines
- Texas Education Code: Multi-hazard Emergency Plans
 - Wildfires: Allowing the Texas Forest Service to Mobilize and Incident Management Team
 - Texas Task Force 1 - Workers' Compensation: Eligibility when Activated
 - Amateur Radio Operators: Database of State Employees who are Eligible for Special Pay for Deployment
 - American Red Cross Volunteers: Database of Skilled State Employees who Volunteer who are Eligible for Special Pay for Deployment
 - Extension of the Amber Alert: Inclusion for Protection of People with Intellectual Disabilities
 - Liaison with Faith- and Community-Based Organizations: Requirement or State Agencies
 - Tort Protection for Local Partners: Prevention of Litigation Against TDEM
- Texas Labor Code: Workers Compensation Coverage
- Texas Water Code: Utility Preparedness and Drought Preparedness
- Vernon's Civil Statutes: Railroad companies transporting hazardous materials

3.4.1.7 Executive Orders of the Governor

- RP8 Relating to the Governor's Task Force on Homeland Security
- RP16 Relating to the creation of the Statewide Texas Amber Alert Network
- RP32 Relating to Emergency Management and Homeland Security
- RP40 Relating to the designation of the National Incident Management System as the incident management system for the State of Texas
- RP57 Relating to implementing recommendations from the Governor's Task Force on Evacuation, Transportation, and Logistics

3.5 Initial Personnel Roster

Table 3 is a roster that reflects the bulk of our team's existing personnel¹. It is subject to change and will be updated and released to the City on an annual basis; changes will be administered as needed by staff changes.

TABLE 3: TLC TEAM INITIAL PERSONNEL ROSTER			
Company	Personnel	Position	Role/Purpose
TLC Engineering, Inc.	Beverly G. Williams, P.E.*	Project Management	Ensure smooth operation of the project
	Tim Kroeker, M.E.Des. *	Assistant Project Manager: Environmental Svc.	Ensure proper analysis of environmental issues.
	Bill Buckmaster*	Assistant Project Manager: Construction Svc.	Ensure proper completion of debris handling
	Cynthia Williams	Administrative Manager	Smooth handling of administrative details
Provision Specialized Resources, LLC.	Alice Ashley*	Senior Cost Recovery Manager	Verifying that supporting documentation is properly developed
	Ann Slater	Environmental/Clean Water Act Specialist	Management of ground and surface water resources
	Mary Mina Sharp	Environmental/GIS	Mapping and graphics
	Mitchell Osburn	Logistics	Dispatch
	William Z. Holt	Construction/Contractor Manager	Efficient structural analysis
PL Consultants, LLC.	Lloyd Jernigan*	Forensic Accounting	Fraud, Waste, and Abuse Control
Lanmark Professional Staffing	Lana Fillyaw*	Human Resources Specialist	Staffing
CDR Maguire, Inc.	Benjamin Davis*	Senior Field Supervisor	Crew logistics
	Dale Johnson	Senior Inspector/Debris Specialist	Debris estimations
	David Weaver	Heavy Debris Removal Specialist	Safe removal of heavy debris
	Steven Goodroad*	Senior Debris Manager/Urban Forester	Leaners, hangers, and stump analysis

Table 3 is not all inclusive of the human resources available to the TLC Team. This table is only the top-ranking personnel. Including all personnel that could be brought to bear would extend this table by several pages, as, in the area of monitors alone, the team has direct access to more than 600 highly qualified personnel.

¹ The asterisk identifies **Management Employees**

3.6 Names and Resumes

3.6.1 Names

The Project Management Team is comprised of the following personnel.

- Beverly G. Williams, P.E.
- Tim Kroeker, M.E.Des.
- Bill Buckmaster
- Alice Ashley
- Lloyd Jernigan
- Benjamin Davis
- Steven Goodroad

3.6.2 Resumes

Resumes are provided after this section.

3.7 TLC's Claims Representative

When a policyholder reports flood loss to the insurer, a claims representative (CR) is assigned to adjust the direct physical damages. On the adjustment visit, the CR alerts the policyholder that the structure may be eligible for Increased Cost of Compliance (ICC) claims, if the CR believes that damages may exceed 50 percent of the value of the structure and if the building is in a Special Flood Hazard Area (SFHA).

Our team has selected Mr. Bill Buckmaster as its Claims Representative. Mr. Buckmaster has extensive experience in the construction program management and inspections disciplines, and he has developed a keen understanding of structural integrity by which he is able to determine extents of structural damages.

Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.



Tony L. Council, P.E.

PRESIDENT



QUALIFICATIONS

With more than 30 years of engineering and project management experience, Mr. Council is uniquely qualified to assess, understand, and creatively address the full spectrum of project challenges. As the owner of TLC Engineering, he brings a talented pool of professionals to each project, and provides skill in developing cost estimates, design, installation,

construction management, and commissioning facilities. His management and analytical skills are recognized in the industry and validated by appointments to the Coastal Water Authority Board of Directors and to the Co-Chairmanship of Houston Mayor Sylvester Turner's Transition Team Public Works Committee, among many others.

PROFESSIONAL EXPERIENCE

Holman Street Pedestrian Enhancements

Houston, TX, 2015

Project Lead

Comprehensive pedestrian improvements in Midtown Houston, encompassing sidewalk, curbs, lighting, landscaping and other amenities.

Midtown Superblock Parking Garage

Houston, TX, 2015

Principle Lead

Construction management and inspection services for the parking structure, as well as concrete and steel testing, for a complex project with the parking facility beneath a 3-acre park and adjoining residential mid-rise building.

Historic Dowling Street Reconstruction

Houston, TX, 2015

Principle Lead

Construction management and inspection services for the major reconstruction of Dowling Street, including design and construction, installation, roadway improvements, signalization, public utilities, sidewalk enhancement, street lights, streetscape, pedestrian amenities, and storm sewers.

City of Houston Open Ditch Project

Houston, TX, 2013

Principle Lead

Field mapping of storm water utility assets focusing on roadside ditches along 1,800 miles of roads within the City of Houston.

Shreveport Rail Extension

Shreveport, LA, 2013

Principle

Design services for both the Riverline and Bentler Rail Improvements Projects.

REGISTRATION

**Texas Board of
Professional Engineers,**
License No. 77730

COMMUNITY PARTICIPATION

Greater Houston Partnership Board
of Directors

**Greater Houston Black Chamber of
Commerce**
Board of Directors

**Boy Scouts of America, Sam Houston
Chapter**
Board of Directors

**Coastal Water Authority, Houston,
Texas,**
Board of Directors

HONORS AND PROFESSIONAL MEMBERSHIPS

**American Society of Mechanical
Engineers**
Vice President

**Pi Tau Sigma Honorary Engineering
Fraternity,**
Vice President

**Internal Hydro International,
Inc.**
Board of Directors

Greater Sooner Holdings, LLC,
Board of Directors

EDUCATION

**North Carolina A&T
State University,**
Greensboro, NC

Bachelor of Science in
Mechanical Engineering
1978



Beverly G. Williams, P.E.

DIRECTOR OF ENGINEERING



QUALIFICATIONS

Dual degrees in Architecture and Civil Engineering, combined with decades of professional experience, provide Ms. Williams with the skills needed to successfully execute project and program management, business development, infrastructure design, and master plan

development. She has successfully implemented both public and private assignments on major projects with complex requirements, serving as Project Manager or in a consultant capacity.

PROFESSIONAL EXPERIENCE

Historic Dowling Street Reconstruction

Houston, TX, 2015

Project Manager

Construction management and inspection services for the major reconstruction of Dowling Street, including design and construction, installation, roadway improvements, signalization, public utilities, sidewalk enhancement, street lights, streetscape, pedestrian amenities, and storm sewers.

Holman Street Pedestrian Enhancements

Houston, TX, 2015

Project Manager

Comprehensive pedestrian improvements in Midtown Houston, encompassing sidewalks, curbs, lighting, landscaping, and other amenities.

EQT Gathering, LLC

Houston, TX, 2014

Consultant

Route planning and field office support, pipeline and facilities engineering services for EQT energy infrastructure projects, including Pandora, Longhorn and Sunrise in the Pittsburgh, PA area.

REGISTRATION

Texas Board of Professional Engineers,

License No. 105483

Virginia Board of Professional Engineers,

License No. 0402 369799

Tennessee Board of Professional Engineers,

License No. 100463

CERTIFICATION

OSHA

COMMUNITY PARTICIPATION

**Diaspora African Forum
Accra Ghana,
Board Member**

EDUCATION

Tennessee State University,
Nashville, TN
Bachelor of Science in
Architectural and Civil
Engineering, 1983
Masters Courses, 1984



City of Houston Justice Center Complex

Houston, TX

Ms. Williams served on the program management team for the proposed Justice Center Complex in Houston, Texas. The intention was to ensure that the final RFP, performance specifications, and project agreement are clear, complete, compliant, and serve the City's best interest. Ms. Williams was responsible for managing the Engineers who were responsible for developing MEP, Fire protection, Civil and Structural Performance Standards.

City of Houston Open Ditch Asset Inventory

Houston, TX

The TLC Team (TLC Engineering, Parsons Water and Infrastructure and JNE Green Team) were field mapping storm water utility assets focusing on roadside ditches along 1,800 miles of roads within the City of Houston that have been identified as having open ditches, and selected by PWE for collection on this project. The open ditch network will connect to the City's existing GIS layers for the subsurface closed system. Phase I have been completed.

Houston Airport System, Emergency Chilled Water System, George Bush Intercontinental Airport

Houston, TX

Ms. Williams served as Program Manager and was responsible for leadership, administration, and management of a \$17,000,000.00 project completed at the George Bush Intercontinental Airport. This chilled water pipeline aerial loop was designed to replace an existing underground chilled water pipeline which was leaking 10,000 gallons daily due to unknown cracks in the buried pipes. As a sub-consultant to this project, TLC Engineering, Inc. handled constructibility review, site logistics, document control, QA/QC inspections, weld mapping, structural and concrete inspections, coordination of concrete testing, traffic control planning, providing traffic control equipment and personnel permitting.

Houston Community College

Houston, TX

Ms. Williams was selected via a competitive RFQ process to act as an agent providing Construction Management and Inspection Services for Houston Community College on project sites to ensure compliance with the City of Houston Commercial Energy Conservation Code, specifications, and quality control as required of a public works facility.

Debris Monitoring Services - Hurricane Ike

Houston, TX

In the aftermath of Hurricane Ike, TLC provided approximately 500 site monitors and truck certifiers to assist the Beck Disaster Recovery (BDR) firm with clearing and removing storm-related debris for the City of Houston and surrounding areas, including but not limited to the City of Galveston, Brazoria County, and Harris County. TLC was able to place approximately 500 TLC staff were on the ground within 7 days of Hurricane Ike. TLC headquarters served as the initial staging and training facility and served as BDR's resource (warehouse) facility for the City of Houston, Harris County, and surrounding cities affected by Ike. The BDR-TLC Team broke all records by providing the fastest ramp-up of operations and disposal of over 200,000 cubic yards of debris per day, by a single contractor, at the height of operations. Ms. Williams served as Project Manager.

DUFY International, Construction Management & Inspections George W Bush International Airport, Houston, TX

TLC managed and inspected two (2) store locations at IAH, for DUFY International. The work included demolition, renovation and build-out. Coordination with contractors and vendors was necessary to keep the project on schedule and to keep the Airport abreast of all construction activity. Construction was completed in January 2011. Ms. Williams served as Project Manager.

OTHER PROFESSIONAL EXPERIENCE



The Sheerah Company

Richmond, VA

Independent Consultant, Project Management, Civil Engineering and Residential Development. Provided civil consulting for local architects. Primary focus: Site development, Utilities and Infrastructure Installation / Relocation /Modification, residential and commercial projects.

Pyramid Engineering & Development, Inc.

Nashville, TN

Project Manager-Project Engineer- Residential Builder

General Contractor for numerous residential and commercial projects. Sub-contracted Engineering services for many local area architects.

Williams Russell & Johnson, Inc.

Nashville, TN

Project Engineer - Branch Office Coordinator

Office Administrator for all employees assigned to branch office, Project Coordinator for all projects assigned to branch office, Coordinated task related activities with Atlanta, Miami, and Dallas offices, Prepared budgets and project schedules, Prepared and implemented marketing plans and brochures for Nashville branch office, Prepared Project Design Manuals and Specification, QA/QC, Construction Inspection for Nashville Project.

Bill Buckmaster

SENIOR CONSTRUCTION PROJECT MANAGER



QUALIFICATIONS

In his role as Senior Construction Project Manager, Mr. Buckmaster manages the Construction Management and Inspection functions for TLC Engineering projects. Exceptional leadership skills enable him to inspire his teams with the energy to achieve successful results, and to create strategies and solutions that reduce

costs, improve efficiencies, support organizational goals, and maximize technology investment. His accomplishments in defining, building and optimizing infrastructure plans and operations are well known within the industry.

PROFESSIONAL EXPERIENCE

Midtown Superblock Parking Garage

Houston, TX, 2016

Construction Manager

Construction management and inspection services for the parking structure, as well as concrete and steel testing, for a complex project with the parking facility beneath a 3-acre park and adjoining residential mid-rise building.

Historic Dowling Street Reconstruction

Houston, TX, 2016

Construction Manager

Construction management and inspection services for the major reconstruction of Dowling Street, including design and construction, installation, roadway improvements, signalization, public utilities, sidewalk enhancement, street lights, streetscape, pedestrian amenities, and storm sewers.

Holman Street Pedestrian Enhancements

Houston, TX, 2015

Construction Manager

Comprehensive pedestrian improvements in Midtown Houston, encompassing sidewalk, curbs, lighting landscaping and other amenities.

CERTIFICATIONS

Metro Track Safety Training

Industrial Maintenance

Technology

Industrial Electricity

HAZWOPER

ISO 100 and ISO 200

Government Clearance

Confined Space Entrant,

Attendant, Rescue

EDUCATION

Rose State College

Midwest City, OK

Bachelor of Science in

Construction Management

PROFESSIONAL EXPERIENCE

CONSTRUCTION MANAGMENT



ISD Main Street: Metro Utility Coordination,
Houston, TX 2008

Construction Management

Mr. Buckmaster supervised all the inspections and testing coordinating all aspects of the project with the owners, Mr. Buckmaster also has completed the Metro's Track Safety Training class, TLC provided Construction Management services for the Metro Houston – Metro Light Rail project. Metro and Utility Companies for issues pertaining to the relocation of utilities and utility data.

Marathon City Hall Office and Council Chambers

Construction Superintendent

Analyzed survey reports, maps, blueprints and other topographical and geologic data to effectively plan projects. Facilitated construction by mapping out installations and establishing reference points, grades and elevations. Conducted engineering site audits to collect structural, electrical and related site information. Evaluated construction design information such as detail and assembly drawings, design calculations, system layouts and sketches or specifications. Conducted all critical pre-installation conferences with general contractors, subcontractors, consultants and manufacturer's representatives. Conducted daily safety meetings.

Fuels Division

Construction Superintendent

Analyzed survey reports, maps, blueprints and other topographical and geologic data to effectively plan projects. Facilitated construction by mapping out installations and establishing reference points, grades and elevations. Conducted engineering site audits to collect structural, electrical and related site information. Evaluated construction design information such as detail and assembly drawings, design calculations, system layouts and sketches or specifications. Conducted all critical pre-installation conferences with general contractors, subcontractors, consultants and manufacturer's representatives. Conducted daily safety meetings.

Fuels Division

Construction Superintendent

Installed fuel control canopies, removed and installed new Dabico Lids, installed canopy footers, sealed tank containment pits, installed diesel and mogas fuel lines, installed fuel separators, Installed explosion proof lighting and switches, demo rollover curbs, concrete forming and finish work, rebar, fiberglass pit risers.

OTHER PROFESSIONAL EXPERIENCE

DISASTER RECOVERY



Hurricane Katrina

MS, Texas, 2005

Mr. Buckmaster's career in disaster recovery started on September 29, 2005 with the arrival of Hurricane Katrina to the East coast. He relocated Buckmaster Construction from Shawnee Oklahoma to Menge Mississippi. Where he began with installing FEMA travel trailer along the East Coast under Beck Disaster Recovery. He also coordinated the installation of approximately 180 travel Trailers, included in the installation, was set up, leveling of the trailer, Plumbing, temporary power poles, and final inspection by FEMA and the Corp of Engineers until the completion of the project. Hurricane Rita, Texas, 2005.

Mr. Buckmaster was hired by McDonald Mobil Homes who was contracted under CH2MHILL to do installs of temporary Housing units. He managed all aspects of the installation process from delivery to installation completion. Setting all units per FEMA specifications, including HVAC, plumbing and temporary power pole installation. Coordinating all inspections with FEMA and the Corp of Engineers to completion for sign off of temporary housing unit.

Hurricane Katrina

Texas, 2005

After the completion of the travel trailer installs in Mississippi, Mr. Buckmaster relocated his crews to Jasper, TX where they worked under McDonald Mobile Homes. McDonald carried the contract under CH2MHILL for the duration of the contract, continuing travel trailer installations throughout the Texas gulf coast. The crew would perform trailer installations and deactivations of travel trailers till the completion of the project. After completion of the Jasper, TX project under McDonald and CH2MHILL, Mr. Buckmaster and his crew were hired by TLC Engineering. TLC Engineering, Inc. was also contracted under CH2MHILL as travel inspectors. The crew performed site assessments, checking locations suitable for travel trailer placement, locating all electrical line and plumbing accessibility for trailer placement. Coordinating the installation of the travel trailers with the property owners, CH2MHILL, FEMA, and the Corp of Engineers till the completion of the project.

Hurricane IKE

Texas, 2008-2009

Mr. Buckmaster was contracted to BTE Global Services under CH2MHILL as a Project Manager/ Construction Manager on this project. He managed all aspects of the project, starting with the permit process, working closely with the townships to ensure all required permits were pulled per FEMA specifications. As well as managing all aspects of the project, from permitting to managing the installation of the units, including all utilities, HVAC systems, stairs, required ADA ramps, to the signing over to the client. Overseeing all safety and Quality aspects of the project to ensure all protocols have been followed.

Tornado Eagle Pass

Texas, 2007

Mr. Buckmaster was contracted under CH2MHILL on this project to do site evaluations and assessments for future trailer placement. On this project, Mobile homes and travel trailers were utilized as part of the housing mission. Managing the installation of the Mobile homes and travel trailers, performing all required inspections per FEMA regulations. He performed the orientations with the client explaining the requirements, rules, and regulations that come with the FEMA housing unit. This included a walk-through of the unit explaining all the functions of the including fire protection for trailer.

Timothy Kroeker, M.E. Des.

MANAGER, ENVIRONMENTAL SERVICES DEPARTMENT



QUALIFICATIONS

Mr. Kroeker is responsible for managing TLC Engineering disaster recovery projects, hazardous materials assessments, and environmental planning. With more than 15 years of experience in the field, his expertise encompasses a broad range of technical practice areas, including environmental planning for road and infrastructure projects, as well as land

development for both the public and private sectors. In addition, he is skilled in conducting and managing field studies and assessments, data gathering and interpretation, preparing comprehensive reports, and coordinating the specialists required for complex environmental reviews. His familiarity with the needs of public agencies, including the U.S. Army Corps of Engineers, the Texas Department of Transportation, the Texas Water Development Board, the U.S. Department of Housing and Urban Development, the Texas General Land Office, the City of Houston, and both Harris and Fort Bend Counties provides a clients with critical knowledge and improved efficiency.

PROFESSIONAL EXPERIENCE

Houston Storm Recovery

Houston, TX, 2015 and 2016

Environmental Specialist

Responsible for recruiting, training, clerical support, field supervision, debris monitoring, and physical plant operations for the recovery efforts throughout Houston resulting from heavy rains.

Houston Airport System Storm Water Discharge Monitoring

Houston, TX, 2011

Environmental Specialist

Organized and conducted field work monitoring first flush storm water discharge at outfalls around the three Houston airports to comply with the Storm Water Pollution Prevention Program permit. Work included site visits and examination of odor, color, clarity, film, and floating, suspended, and settled solids.

Storm Sewers and Outfall Construction

Friendswood, TX, 2011

Environmental Specialist

Responsible for all aspects of the construction of a replacement storm sewer main and outfalls into Clear and Cowart Creeks, including coordinating and participating in field work and document research and preparation. Successfully executed the project while protecting the integrity of an historic cemetery adjacent to a portion of the sewer line.

REGISTRATION

**Texas Department of
Transportation,**

No. 12177 TxDOT Recertified in
1.1.1, 1.3.1, 1.4.1, 2.12.1

COMMUNITY PARTICIPATION

Volunteer,

Houston Livestock Show and
Rodeo

EDUCATION

University of Calgary

Faculty of Environmental
Design, Calgary, Alberta Master
of Environmental Design in
Urban Planning

**University College of the
Fraser Valley,**

Abbotsford, British Columbia
Bachelor of Arts in Geography
(Urban Studies) and English

OTHER PROFESSIONAL EXPERIENCE



FM 2275/George Richey Road

The Tyler District office of the Texas Department of Transportation (TxDOT) requested special analysis of social and economic, and indirect and cumulative impacts of a planned extension of FM 2275/George Richey Road for approximately four miles between SH 300/Gilmer Road and US 259/Eastman Road in Longview, Texas. The project included extensive coordination with elected and appointed officials, as well as City and County employees, utilities, and local residents and businesses.

US 59 South Environmental Assessments

(CR 227 in Wharton County to SH 36/Spur 10 in Fort Bend County, TX) and (SH 36/Spur 10 to SH 99/Grand Parkway/FM 2759/Crabb River Road – Fort Bend County) TX.

The purpose of these TxDOT projects was to increase capacity, safety, and mobility, and bring design to current standards. Major issues concerned impacts to small rural communities (Kendleton and Beasley) and commercial displacements due to ROW acquisition.

SH 36 Re-evaluation

Brazoria, Texas and Unincorporated Brazoria County, TX.

The project area is approximately 2.5 miles. In 2007 a TxDOT EA recommended widening SH 36 from two-lane undivided to four-lane divided. TxDOT is conducting a EA re-evaluated in order to accommodate the addition of storm water detention facilities, and to review revisions to a planned intersection reconstruction that is impacted due to the needed storm water detention facilities.

SH 36/288 and FM 1495 Intersection

Freeport, TX.

The project is a joint effort by Port Freeport, Brazoria County, and, to a lesser extent, TxDOT, to construct a new elevated intersection of SH 36/288 and FM 1495 at the entrance to Port Freeport. The project was to diminish the interaction of Port bound or originating truck traffic and that of local non-commercial traffic. This would improve safety for all. A secondary purpose was to elevate the roadway over a planned rail line to diminish the interaction of road and rail traffic. The major concern for the project was potential impacts to wetlands and jurisdictional waters of the United States.

Surface Water Treatment Plant

Richmond/Rosenberg Local Government Corporation, TX

The project was the environmental clearance documentation for an EPA-funded land acquisition. The Richmond/Rosenberg Local Government Corporation had applied for grant money through the EPA to purchase land for the eventual construction of a Surface Water Treatment Plant. Under EPA requirements, the purchase of the land, the construction and operation of the plant (including financials), the source and conveyance of raw water from the Brazos River (including pump station), and the distribution of finished water were examined for environmental impacts, including indirect and cumulative impacts.

SH 183 Corridor Alternatives Analysis

Dallas, TX.

The purpose of this project was to expand the capacity and improve the efficiency and safety of the highway. Major concerns included displacements to residences, businesses, and various institutional uses, as well as early acquisitions of ROW. My role was in writing the Indirect Impacts and Cumulative Effects Analysis.

SH 288 (Houston to Freeport) Corridor Feasibility Study

Harris and Galveston Counties, TX.

The purpose of this study was to develop long-term recommendations for the expansion of capacity for SH 288 and to examine measures that could increase safety throughout the corridor.

OTHER PROFESSIONAL EXPERIENCE



SH Loop 336 from IH-45 to FM 3083

Conroe, TX

The project was the expansion of SH Loop 336 East from five-lane divided and undivided sections to six-lane divided roadway. The project was controversial due to proposed raised medians and greater congestion along other state routes in the community. My primary responsibility was verifying existing conditions for potential further analysis prior to the Public Hearing as well as all aspects of work and outreach involved in holding the project's final Public Hearing.

US 90A One-Way Streets

Rosenberg, TX

The project was the reconstruction of the interchange of SH 36, US 90A, Spur 529, and Avenue I at the west end of Rosenberg, Texas to eliminate travel hazards, improve mobility, and correct drainage deficiencies. The project also included the reorientation of Avenues H (US 90A/SH 36) and I from two way to one way pair and construct a cross-over at the east end of the traditional downtown Rosenberg. Particular interest was the early acquisition of ROW by Rosenberg to construct the cross-over. Also displacement impacts would be experienced by several businesses (including two that provide services to handicapped persons) and one residence.

CR 48 and CR 58 Environmental Assessments

Brazoria County, TX

The purpose of these County projects (3 in total) was to increase capacity, safety, and mobility. The community was very supportive of the project primarily because it provided a safe route for children to walk to the local elementary school. Two rounds of public meetings were held. The community was strongly Hispanic/Latino, the local church was integrally involved in getting awareness of the meetings out to the community. To facilitate more involvement of the community, comment cards were distributed through the school. A combined total of more than 200 comment cards was received.

Friendswood Link Road

Friendswood, TX

This project was an expansion of an existing two-lane undivided facility to a four-lane median-separated facility. Particular attention was paid to impacts related to impacts to archaeological resources due to expansion of the bridge crossing of Clear Creek. Also of concern was the interaction of school children now needing to cross a four-lane facility in order to access the local elementary school.

CR 257:

Blue Water Highway Emergency Restoration and Ultimate Revetment

Brazoria County, TX

The project was performed in two stages. The landfall of Hurricane Ike in 2008 caused extensive damage to Gulf coastal areas within Brazoria County, including CR 257 (Blue Water Highway). Mr. Kroeker conducted a study for the emergency reconstruction of CR 257. The need for the immediate reconstruction was two-fold. 1) Allow people safely back into the area to reconstruct their homes, businesses, and lives. 2) The road is the only direct link between Surfside Beach and Galveston and is heavily used by private and commercial traffic originating in the coastal towns of Freeport, Clute, and Lake Jackson, as well as Surfside Beach. The shortest alternative route is nearly 100 miles. High priority environmental concerns pertained to coastal conditions such as T&E species habitat preservation, dune reconstruction, and historical and archaeological resources.

Phase Two of the project was a permanent reconstruction of sections of CR 257 that are most susceptible to future storm erosion. This included constructing subterranean revetments to ensure that future undercutting of the roadway could not occur. High priority environmental concerns again pertained to coastal conditions such as T&E species habitat preservation, dune reconstruction, and historical and archaeological resources. Both phases required a CE document. A public meeting was held for the project.

OTHER PROFESSIONAL EXPERIENCE



FM 524: Sweeny Refinery Bypass

Sweeny, TX

The project was to divert FM 524 away from the ConocoPhillips Sweeny Refinery Complex, where increasing traffic and climatic conditions result in increasingly dangerous interaction between private motorists and refinery traffic and personnel. I was responsible for the ICI section of the EA, as well as aspects of permitting, and all aspects of work and outreach involved in holding the project's final Public Hearing.

Cane Island Parkway at IH 10

Katy, TX.

Construction of Interim Entrance and Exit Ramp System for Future Cane Island Parkway and Donation of ROW for IH 10. The project was to allow motorists easier access to development along the IH-10 westbound frontage road. In addition to this, the dedication of ROW would allow TxDOT to widen the IH-10 corridor in the future. Also, the entrance and exit ramp system would provide access to the future Cane Island Parkway.

Kluge Road

Harris County, TX

This project was the expansion of a two-lane undivided facility to four lanes with a raised and landscaped median. The purpose of the project was to relieve present and future traffic congestion for safe and efficient access to the areas served by Kluge Road. The project was limited in scope and included a Phase I Environmental Site Assessment, a Wetland Assessment and Delineation, a Threatened and Endangered Species Assessment, a Historical, Cultural and Archaeological Review, and research of a Harris County Flood Control District (HCFCD) detention facility site.

Mount Houston and Lake Houston Parkway (East Mount Houston Road)

Harris County, TX

Harris County proposed to reconstruct the two-lane undivided facility into a four-lane median and continuous left-turn lane separated facility. The project was limited in scope and included a Phase I Environmental Site Assessment, a Wetland Assessment and Delineation, a Threatened and Endangered Species Assessment, a Historical, and Cultural and Archaeological Review.

Katy/Fort Bend Road

Harris County, TX

This project was the re-evaluation of a previous EA for the purpose of expanding a two-lane undivided roadway to a four-lane divided roadway. The re-evaluation was required due to new concerns related to potential hazardous materials, wetlands, and threatened and endangered species.

Dulles Avenue,

City of Sugar Land, TX

This project was an expansion of capacity, as well as an effort to bring the roadway to current standards. The project also included the optimization of several signalized intersections as well as expansions of turn bays. A major emphasis was to improve pedestrian conditions for children commuting by foot or bicycle to Dulles Elementary to High Schools and Mamie George Public Library.

Allen's Landing Phase II Redevelopment

Houston, TX

The purpose of this project was to complete the phased reconstruction of Houston's historic Allen's Landing, the original harbor for the city.

OTHER PROFESSIONAL EXPERIENCE



Sunset Coffee Building (at Allen's Landing)

Houston, TX.

The Buffalo Bayou Partnership (BBP) requested a CE for acquisition of materials and equipment pertinent to the reuse of the Sunset Coffee Building to house offices, meeting rooms, concession and park equipment rental area, and rooftop observation deck. As the BBP was justifying the project in part as necessary for alternative transportation, a CE was prepared to meet TxDOT funding requirements for CMAQ. The critical issue became the eventual treatment of the historic structure. Mr. Kroeker worked closely with the THC, BBP, and engineer to satisfy concerns.

Palisade Palms, East Beach Development Project

Galveston, TX.

This project was the construction of two high-rise residential towers on the east end of Galveston Island, in an ecologically sensitive area. As a result of a court case, the project required the development of an Indirect Impacts and Cumulative Effects Analysis. The project, conducted for the U.S. Army Corps of Engineers resulted in a model by which the Corps can measure other projects.

Steinman Lift Station and Sanitary Sewer Collection Line

Baytown, TX.

The City of Baytown is in the process of modernizing various elements of infrastructure. A sanitary sewer line originating in south Baytown and T-intersecting with a main line at IH 10 was planned for upgrading. BOA examined three potential routes for southern portions of the new line, plus reviewed the proposed location for the remaining line. The project was limited in scope and included a Phase I Environmental Site Assessment, a Wetland Assessment and Delineation, a Threatened and Endangered Species Assessment, a Historical, and Cultural and Archaeological Review.

Bolivar Peninsula

Galveston County, TX.

This project was the construction of a beach-front residential project on the western tip of Bolivar Peninsula, Galveston County, in an ecologically sensitive area. Working from previous success, an Indirect Impacts and Cumulative Effects Analyses was prepared that ultimately included the majority of Bolivar Peninsula.

Islands of Rockport

Rockport, TX.

This project was the construction of a beach-front residential project. Again the resulting Indirect Impacts and Cumulative Effects Analyses ultimately covered a large area of the Rockport Peninsula.

Methodist Hospital West Houston

Harris County, TX.

The project was a deceleration lane to allow safe movement onto the hospital campus from IH 10 westbound frontage road.

IH 10 at FM 1463

Katy, TX

This project was an early acquisition project that resulted in TxDOT gaining ROW for eventual expansion of the intersection and the owner of the parent parcel having access to IH 10 westbound frontage road for a future gasoline station and convenience store.

Metropolitan Transportation Plan Update, Wichita Falls Metropolitan Planning Organization

Wichita Falls, TX.

Transportation planner for the preparation of the plan updates. Project involved inclusion of all new and existing projects and coordination with State, County, and Local government representatives, as well as multiple public meetings.

OTHER PROFESSIONAL EXPERIENCE



Metropolitan Transportation Plan Update

Victoria Metropolitan Planning Organization, Victoria, TX

Transportation planner for the preparation of the plan updates. Project involved inclusion of all new and existing projects and coordination with State, County, and Local government representatives, as well as multiple public meetings.

Ellington Field Master Plan, Houston Airport System

Houston, TX

The purpose of this study was to prepare a long-term land use development plan for Ellington Field. I prepared the Comprehensive Land Use Inventory of the facility, including all permanent and temporary structures for all tenants of the facility (i.e. US Coast Guard, NASA, Texas Air National Guard Texas Army National Guard Cliff Hyde Flying Service).

Alice R. Ashley

Principal in Charge/Subject Matter Expert



Provision

Ms. Alice Ashley has 11+ years of experience in the areas of real estate, homeowner financing, hazard mitigation, housing recovery, staffing, disaster response and education. Skilled at researching topics, preparing materials targeted for specific audiences, and coordinating with employees and colleagues all having diverse technical backgrounds. Ms. Ashley consistently shows exceptional abilities in design, creativity, and communication. Ms. Ashley has a successful background in discovering funding opportunities for a variety of sources. She has exceptional client service skills, coupled with proven grant administration skills. Ms. Ashley is an exceptional liaison between her clients and the various governmental entities. Ms. Ashley has an extensive operating history with CDBG grant monies, as she was Project Manager of an \$8 million- dollar procurement through the Office of Community Development-Disaster Recovery Unit, 100 percent fully funded by Community Development Block Grant funding following Hurricanes Katrina, Rita, Isaac, and Gustav. Additionally, Ms. Ashley has vast amounts of experience with the Texas General Land Office; procuring three contracts with over a one-billion dollar allocations—Grant Administration, Professional Engineering Services, as well Environmental Services. Alice continually strives to stay attuned to all federal and state procurement laws as well all CFR revamps. Likewise, very well versed with Equal Opportunity, Affirmative Action, Section 3 standards, Department of Labor, EEOC, and NLRB standards and guideline. Overall, Ms. Ashley continues to show passion for her clients.

QUALIFYING OBJECTIVES

Policies/Procedures- Development and implementation guidelines, best practices, program management, labor compliance policies, grant accountability, and Human Resource Capital Plans;

Management- Demonstrates strong leadership, management, and interpersonal skills, developing team-building programs, establishing specific job descriptions and responsibilities, helping each team member have a goal oriented mindset;

Lead Proposal Go/No-Go- Reviewing requests for proposal to determine if an opportunity exists for the organization. Discussing pros and cons from all angles to facilitate a decision-making process;

Research- Research, Strategy, and Evaluation; determining and identifying opportunities; responding to them quickly;

Quality Assurance/Quality Control- Ensure complete and accurate responses to RFP's/RFQ's/ SOQ's. Ensuring program regulations as well as all necessary documents are present, complete and accurate regarding verbiage, formatting and required information;

Risk Management/Legality- Work closely with legal departments on risk management, insurance requirements, bonding, contract negotiations, and loss prevention. Identify ethical conflicts as well as human resource compliance with federal laws and policies such as, Davis Bacon Act, Walsh-Healy, Copeland Act, EEOC, NLRB, Department of Labor, DOL wage and hour division;

Proposal/Grant Development- Served as a proposal and grant writer for over eleven years in many fields, including education, industrial, governmental (Federal, State, Counties, Parishes, Municipalities) private sector, non-profit organizations, and mega-industry. Created timelines, written, edited, and formatted text for proposals as well as managed the final production;

Submission of the Request- Every client has different protocols and requirements, dependent upon funding types procurement procedures. Reviewing thoroughly for any ethical violations as well as cost saving measures.

Business Development- Experienced with marketing as well as devising and carrying out innovative ideas with branding, creation of technical manuals, client based Statement of Qualifications (SOQ's), "cut sheets" from earlier projects, as well as libraries of boilerplates; having worked with many firms in various regions has given me exposure to a broad range of tactics, techniques, and procedures;



MANAGERIAL EXPERIENCE

- | | | |
|-------------------------|-----------------------------|------------------------------|
| ◆ Business Development | ◆ Loss Prevention | ◆ Organizational Development |
| ◆ Team Management | ◆ Human Resource Compliance | ◆ Performance Management |
| ◆ Policy & Procedure | ◆ Training & Implantation | ◆ Yearly Projections |
| ◆ Legal Risk Management | ◆ Community Involvement | ◆ Market research |
| ◆ Research and Analysis | | ◆ Philanthropic Events |

Various Capabilities

Grant Administration – Documentation requirements and processes for grant compliance;

Economic Development- Replacement housing, downtown revitalization, real estate developments, homeowner assistance, affordable housing, and city ordinances.

Agency Coordination- Proven success with large projects that need a great deal of coordination with city, parish, county, state, and federal agencies;

Hazard Identification and Risk Assessments - Analyze hazards and risks, pending a “notice to proceed” for any emergency planning such as, disaster management, monitoring, and recovery;

Technology Services - Coordinate the architectural, engineering, planning, GIS, and surveying departments. Diverse engineering, civil, structural, electrical, and environmental engineering as well professional geologist, for any issues, that may arise from the proposal or project process;

Planning/Zoning – Housing development planning, Comprehensive Master Plan, Land use, Transportation, as well Fiscal Impact;

Project Plan Preparation- Prepare documents used to guide projects, conducted project plan meetings to identify resources, appointed and worked with steering committees, performed hazard identification, hazard analysis and mapping, hazard assessment, led committees in setting planning goals and prepared action plans, facilitated the adoption and implementation of plans by regulatory bodies, facilitated selection of proposed real estate purchases from contracted realtors;

Team Management- Startup and management for a spectrum of operations, systems, and programs. Constructed policies, procedures, implementation orientation, training, and incentive programs. Streamlined scheduling and management to ensure annual profit, bringing forward a positive cash revenue, and maintaining cost cutting measures without compromising quality to ensure finishing under project budget;

Negotiation skills- Negotiated terms with contractors and developers to always obtain the best final offer on housing projects.

Scope of Work Development- Created RFP’s to procure surveying, appraisers, developers, and environmental consultants.

Contract Development- Created and negotiated contracts for realtors, appraisers, developers, and environmental consultants.



PROJECT MANAGEMENT EXPERIENCE

Project Manager: HMGP 4289-IA; FEMA EMI, E0172-HAZUS-MH 3.2 for Flood Training;

A four-day training workshop for the most recent release of the HAZUS-MH, 3.2, providing instruction for the application to numerous trained GIS specialist. Providing an understanding of the various capabilities that the HAZUS-MH is provided with the flood program, how to utilize by identifying areas susceptible to natural hazards, prioritize resources, and enhance their jurisdiction's ability to project and mitigate against possible hazardous risk.

Project Manager: HMGP 4289-IA; FEMA-EMI, E0317- HAZUS-MH 3.2 Comprehensive Data Management System;

A five-day training workshop for the most recent release of the HAZUS-MH, 3.2, CDMS providing instruction for the application to numerous advanced GIS specialist. Providing instruction of the Data Management for the HAZUS-MH 3.2 program, how to fully utilize ArcGIS and the HAZUS programs, to enhance their ability to plan and mitigate against possible hazardous risk.

Project Manager: HMGP 4289-IA; FEMA-EMI, E0313-Basic HAZUS-MH 3.2 Training;

A training workshop for the most recent release of the HAZUS-MH, 3.2, providing instruction for the application to numerous trained GIS specialist. Providing an understanding of the basics for the HAZUS-MH 3.2 program. Identifying areas susceptible for possible risk, provide resources, with basic abilities to plan and mitigate for future hazards.

Project Manager: HMGP DR-4272-TX HMGP Grant Application/Administration/Project Management;

Prepared application for a warning system and generator for the city providing funding for a generator to be installed at the public works facilities. With a community, wide warning system to forewarn residence in the event of severe weather. Maintain necessary documentation to ensure compliance with the grant requirements manage the procurement, financial management, and contractor management. Assist the city staff and contractors with all documentation required under the grant program. Coordination of obtaining bids, signing contracts and issuing notices to proceed orders.

Project Manager: HMGP DR-4272-TX HMGP Grant Application/Administration/Project Management;

Prepared application for a generator resulting with the county awarded funding for a generator project toward a courthouse annex that is under construction. Maintained the necessary documentation to ensure compliance with the grant requirements manage the procurement, financial management, and contractor management. Assist county staff and contractors with all documentation required under the grant program. Coordination of obtaining bids, signing contracts and issuing notices to proceed orders.

Project Manager: Office of Community Development – Disaster Recovery Unit (OCD-DRU) (\$8M Grant Procurement);

Supervised and worked directly with, fifty-two supplemental staff employees contracted through OCD-DRU with CDBG funding. Included time, expense verification, and approval, support for each employee with timesheet concerns and leave requests, weekly communication regarding company policy and procedure, assistance with coordinating employee training, attending employee/director meetings, project budgeting, projections and review of potential prospects for future positions available in this contract.

Project Assistant: Town of Sunset, Louisiana, Comprehensive Master Plan;

The project developed a comprehensive plan for the Town of Sunset to assist with future growth, traffic, and land use issues, including infrastructure needs. Assessment of infrastructure condition and future needs based on projected growth; assessment of public service (fire and police) condition and future needs; transportation needs including bike and pedestrian paths; stakeholder meeting participation.

Project Liaison: Galveston County Housing Program;

Construction management liaison between the headquarters office and Galveston locations of operations of a \$115 million CDBG housing program in Galveston County. Consisting of non-rental, rental, and slum/blight housing assistance for the residents affected after Hurricanes Ike. Created process and procedure for employees following the HUD/EEO/Section 3/ADA standards. QA/QC of invoicing addressing question between accounting and the prime contractor. QA/QC of invoicing tracking and approval before submission to the prime contractor, ensuring documentation for inspections were handled properly within the SharePoint system. Accountability to project management assuring adherence of project timeline expectations.



Project Director: HMGP 1603/1607 HMGP Grant Application and Project Management;

Prepared applications for 62 homeowners resulting with the City awarded funding of approximately \$8M acquisition, elevation and reconstruction projects. Maintained the necessary documentation to ensure compliance with the grant requirements managed the acquisition and elevation process. Assisted homeowners and contractors with all documentation required under the grant program. Coordination of obtaining bids, signing contracts and issuing notices to proceed orders.

Project Management: CDBG Minor Home Repair Program;

Assisted with procurement of contractors, inspections, and financial managements and conduct internal audits. This specific grant was used towards things such as repair or replacement of roof damage because of Hurricanes Gustav and Ike.

Project Manager: Louisiana Department of Natural Resources-Joint Public Notice (JPN) (\$2M Procurement);

Managed the Joint Public Notice Project contracted through the Louisiana Department of Natural Resources, job-specific employee positions to assist in the permits department. In this project include recruiting staff, interviewing prior to placement, processing paperwork, timesheet verification, managing client relations, project budgeting, and projections.

Project Director: CDBG Hurricane Isaac Housing Program;

The parish was awarded \$30 million dollars in CDBG funding to implement home rehabilitation, elevation, small rental, and homebuyer assistance program in the aftermath of Hurricane Isaac. Directed, managed, and maintained records involving a database of 1200+ homeowners to ensure accurate reporting for parish and state auditors regarding the CDBG programs and compliance regulations. Supervised day to day operations of the applicant intake staff, was the liaison between applicants, firm, parish and state.

Project Consultant: Hazard Mitigation Plan Update;

Created updates to multiple parish and county hazard mitigation plans. This includes developing a revised risk assessment and recommendations for mitigation actions to address the identified hazards. Additionally, provided recommendations for incorporating mitigation activities into the existing capabilities such as existing comprehensive plans, emergency management plans, zoning ordinances and building codes, etc.

Project Manager/Grant Administrator;

Assistance and oversight of drainage improvements in the Town of Gramercy. This effort includes assisting homeowners with minor home repair through the Parish's housing assistance program, overseeing compliance and project completion on 4 infrastructure projects.

Project Consultant: Wind Retrofit, Louisiana;

HMPG grant application assistance to obtain funding for the retrofit project. Upon approval, engineering design and architectural services for retrofitting the gymnasium. Completing surveys/layout of the proposed safe room area, preliminary engineering, plans and specifications for bid documents, and preparation of an operation plan for the safe room.

Project Manager: Minor Roofing Home Repair;

Oversight of the program from application to closeout, including coordination and determination of eligible residential properties from storm-related damage from Hurricane Gustav, thereby receiving appropriate grant funding. Conducted outreach meetings, application intake, verifying homeowner provided documentation, assistance with contractor procurement, inspections and financial management.

Project Assistant: Comprehensive Master Plan;

Principal subcontractor assisting with the development of this parish's first comprehensive plan. Responsible for land use planning that incorporated Smart Growth principles and policies to accommodate growth and economic development while preserving parish's desirable rural character. Work further entailed Vision Statement development, focus group facilitation (housing), SWOT analysis, economic development planning, and public presentations. Land use planning based on community visioning and focus group input; focus group facilitation.

Alice R. Ashley

Principal in Charge/Subject Matter Expert



Project Assistance: Hazard Mitigation Plan Update,

Prepared hazard mitigation plan updates that included a resiliency/sustainability component. Assisted in audits of relevant existing plans, codes and ordinances for consistency with Hazard Mitigation Plan and its Action Plan. Developed recommendations to create an HMP Action Plan, Comprehensive Plan, other codes and ordinances more supportive of resiliency and sustainability.

Project Director: HMGP 1607 Acquisition, Elevation, Demo-Rebuild Project:

Submitted a grant application receiving over \$32M dollars in FEMA HMGP funding. Over 250 homes and businesses were acquired, elevated, or reconstructed. Work directly with homeowners and contractors kept all documentation in compliance per the FEMA guidelines. Obtained bids, expedited signing contracts to receive a notice to proceed order.

PROCUREMENT

FY2017- > \$300K FEMA Grant Application, Administration, and Project Management, Various Educational Trainings;

FY2016- Texas General Land Office (GLO) > \$1-billion-dollar work order based; Engineering Services, Grant Administration as well Environmental Resources throughout the entire state of Texas;

FY2015- Managed the submission of 250 proposals resulting in an 88% procurement rate leading to a total of > \$20M-governmental grant applications, grant administration, civil engineering, environmental engineering, drainage improvements, construction administration, bridge construction, electrical construction, and surveying;

FY2015- >\$1.3M Air Quality Refinery testing throughout four states

FY2015- Obtained > \$ 900,000 FEMA safe-room research grants;

FY2015- Submitted ninety-five (95) unadvertised “mini-proposals” procured; > \$500K in grant applications;

FY2015- > \$250K grant writing management;

FY2014- > \$500K Private Sector procurement;

FY2014- > \$5M construction inspections;

FY2014- > \$750K Educational Technology Grants

FY2013- > \$200K Early Childhood Education

TECHNICAL EXPERIENCE

- | | | |
|---------------------------------|---|----------------------------------|
| ◆ Project Management | ◆ Electrical Engineering | ◆ Staffing Augmentation |
| ◆ Technology | ◆ Design/Construction | ◆ GIS |
| ◆ Surveying/Architecture | ◆ Disaster Recovery/Response | ◆ Wastewater/Stormwater |
| ◆ Environmental Engineering | ◆ Debris Monitoring | ◆ HUD/CDBG |
| ◆ Construction Management | ◆ Resiliency Planning | ◆ Severe Repetitive Loss Studies |
| ◆ Drainage Studies | ◆ Planning/Scheduling | ◆ Hazard Mitigation |
| ◆ Comprehensive Master Planning | ◆ Community Development Block Grant (CDBG-DR) | ◆ Public Works |



Education / Trainings / Affiliations:

- ◆ Certified Grant Administrator, CDBG, Texas Department of Agriculture
- ◆ Certified FEMA; Learning Content Management System (LCMS) Developer
- ◆ Procurement Administration Continuing Education (ongoing)
- ◆ Grant-Administrator Unincorporated Cities, Texas Department of Rural Affairs
- ◆ HUD; Overview of CDBG-DR
- ◆ HUD; Grant Based Accounting Principals
- ◆ HUD; CDBG-DR Program Planning Administration & Activity Delivery
- ◆ Certified Texas Department of Emergency Management, Grant Administrator
- ◆ Certified Texas Department of Emergency Management, Hazard Mitigation Action Plan Writer
- ◆ Association of State Floodplain Manager/American Planning Association; Post-Disaster Temporary Housing; Urban Planning Considerations
- ◆ FEMA Basic HAZUS-MH
- ◆ FEMA Advanced HAZUS-MH
- ◆ FEMA Fundamental of Emergency Management
- ◆ FEMA Introduction of Hazardous Materials
- ◆ FEMA Developing and Managing Housing Authority Volunteers
- ◆ FEMA Mitigation E-Grant for Sub-Grant Applicants
- ◆ FEMA Benefit Cost-Analysts (BCA) Fundamentals
- ◆ FEMA, TDEM, GOSHEP, BCA Trainings
- ◆ FEMA Mitigation E-Grant for Grant Applicants
- ◆ FEMA NEMIS-HMGP System: Grant Application Entry
- ◆ FEMA Principals of Emergency Management
- ◆ AS400, SAP, SharePoint
- ◆ National Hurricane Conference, Thirty-two (32) Professional Development Hour (Procurement Management)
- ◆ Department of Social Services; Privatized Child Care, President
- ◆ MS Office (Word, Excel, PowerPoint, Access, Outlook); Adobe Acrobat Professional Series
- ◆ QuickBooks, AS400, SAP
- ◆ Member, National Hazard Mitigation Association (NHMA)
- ◆ Member, American Planning Association (APA)
- ◆ Member; National Association of Women Business Owners (NAWBO)
- ◆ Member; Brighton Academy Philanthropic Committee
- ◆ Deltek Vision
- ◆ Benefit Toolkit Version 5.3.0

Employment:

- ◆ Provision Specialized Resources, LLC (2012-Present) Principal in Charge (Formerly Ashley Holdings)
- ◆ Providence Holding, (2013 to 2016) Technical Services Specialist/Business Development/Project Management
- ◆ RM Holdings, LLC (2009 to 2012) Senior Grant Manager/Director of Business Development
- ◆ First Family Mortgage, Inc. (2004-2009) Owner
- ◆ Paxton Corporation, LLC (2004-2009) Independent Proposal Writer/Consultant
- ◆ Ashley Holdings, LLC (2012-2016) Independent Contractor
- ◆ Puddle Jumpers Childcare and Learning Center, Inc. (2003-2014) Owner
- ◆ Paxton Enterprises, LLC (2003-2009) Owner

Lloyd W. Jernigan brings over 20 years of Executive level experience, Consulting, Outsourcing, Integration, System Implementation to a variety of fortune 500 companies such as Spectra Energy, Dynegy, Ecolab, Nalco, Champion Technologies, GE Oil & Gas, GE Healthcare, Cameron Valves & Measurements, Ricoh formally Ikon office Solutions, and Flotek Industries. Lloyd W. Jernigan has most recently performed as the PMO for Dynegy Inc (BlackLine Systems Implementation) and business Integration of Nalco and Champion Technology on behalf of Ecolab.

Areas of Expertise

- Risk/ Gap Assessments
- IT Security / Compliance
- Business Process Improvement
- Merger & Acquisition
- Outsourcing
- Establishing Shared Service Center
- Project Management
- System Implementation
- SOX Compliance Review
- HIPAA/ Meaningful Use
- Supply Chain Integrity & Security Analysis

Technical Experience

- PeopleSoft
- EPIC
- JD Edwards
- BlackLine Systems
- Endur
- SAP/R3
- Lawson
- Oracle Financials
- MS Office Suite
- Hyperion
- QuickBooks
- ADP PCPW 5.3

Previous Positions

- Exécutive Management Consultant, Sirius Solutions, L.L.L.P.
- Chief Financial Officer, Housing Authority of New Orleans
- Regional Controller, IKON Management Services
- Accounting/Project Manager, Georgia Department of Revenue

Military Service

- United States Marine Corps,
(Honorably Discharged 1981)

Professional Accomplishments

- Extensive experience in global financial management, leadership, policies and procedures, system implementations and migrations, training and business process improvements.
- Established a shared service center (SSC) and established KPI Metric reporting across PSCM, AP, AR, and P2P functional scopes to increase efficiencies and drive cost reductions.
- Managed the scope of various projects in terms of mission, objectives, and requirements. Communicated via presentation to steering committee and senior management both internally and externally regarding delivery of work products and services, planning efforts, personnel relationships with other organization and resources.
- Developed project schedules in terms of dates and milestones using Microsoft projects.
- Planned and managed multiple company-wide projects including development of project scope, goals, work plans, cost/benefit analysis of proposals, estimation of budgets, timelines, deliverables, implementation strategies, and resources required for successful and timely completion of projects.
- Re-engineered G/L, A/R, A/P, Payroll, Procurement and Fixed Assets processes to overcome broken and dysfunctional within the various departments.
- Reduced monthly Payroll cost from 3.7MM to 3.4MM in the first month of consulting by identifying duplicate pays and inefficiencies in the payroll process.
- Re-engineered complete Payroll structure and wrote policies and procedures including: assignment, training, internal policies, reviewed employee recognition and local office specific policies.

Education/Certifications

- Ph.D. Education – University of Houston (not enrolled)
- MS, Accountancy – Ohio University (Dean Choice Scholarship)
- BS, Accounting – Norfolk State University
- AA Business – Mountain View College
- Adjunct Faculty, Accounting – Texas Southern University, Houston Community College System

PROFESSIONAL PROFILE

Davis currently serves as an Associate Project Manager for Boulder County, CO. In his current role, he is in charge of working closely with FEMA and the State to ensure all projects are properly versioned while capturing the detailed scope changes for all Category C- Road & Bridge PW's. As of now, the total estimate for the projects he is overseeing is \$120 million. Mr. Davis has worked closely with clients to assist with their Public Assistant program to include grant management, hazard mitigation planning, CDBG and NRCS.

REPRESENTATIVE EXPERIENCE

Associate Project Manager, DR-4145-CO, Boulder County, 11/2016-Present

- Leads the CDR Maguire team in the Scope and Version process for all Category C PW's for Boulder County, CO
- Writes 406 Hazardous Mitigation Proposals for the Category C PW's to ensure resiliency is captured on every site where feasible
- Leads CDR Maguire's team as they support Rowlett, Texas recovery from the December 2015 tornado

Project Manager, DR-4255-TX, City of Rowlett, 01/2016 – Present

- Leads CDR Maguire's team as they support Rowlett, Texas recovery from the December 2015 tornado
- Supports Project Worksheet development, processing, and management
- Provides debris management subject matter expertise

Associate Project Manager, DR-4145-CO, Larimer County, CO, 12/2013 – 12/2016

- Assisted client with cost recovery associated with federally declared declaration 4145 Colorado severe storms, floods, landslides and mudslides
- Worked closely with FEMA to ensure PW's captured all eligible funds available.
- Wrote PW's for all categories of work and developed Hazardous Mitigation Proposals in order to make damaged sites more resilient
- Focused on educating the applicant on the FEMA PA program
- Assisted Larimer County, Colorado in the development of FEMA Local Hazard Mitigation Plans
- Oversaw the formulation of all PW's for Larimer County
- Directly responsible for the versioning of Project Worksheets
- Managed all projects accepted in the FEMA Pilot Alternate Alternative Program

YEARS OF EXPERIENCE

11 years

EDUCATION

B.S., History, Minor In Political Science.
University Of West Alabama, Livingston, AL

TECHNICAL EXPERTISE

- 24hr Hazpower Certificate
- IS-630: Introduction to the Public Assistance Process
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-632: Introduction to Debris Operations
- IS-292: Disaster Basics
- IS-100: Introduction to Incident Command System
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-393: Introduction to Hazard Mitigation
- IS-235: Emergency Planning
- IS-276 "Benefit Cost Analysis"

Project Specialist/Public Assistance Coordinator, DR-4138
Florida Department of Emergency Management, 08/2013 – 11/ 2013

- Worked directly with County entities in Holmes and Washington County in Florida to insure that they received the exact amount they were entitled from FEMA
- Worked with FEMA on site visits and assisted in writing PW's for damages from the severe rain and flooding event
- Worked closely with FEMA to ensure all State agencies specifically FDOT PW's were written to FDOT codes and standards
- Assisted in educating the applicant on the PA process and made sure their documentation was in order to go with each PW
- Gained experience as a PAC in Washington County reviewed PW's before they were entered into EMMIE
- Worked closely with FEMA PAC to ensure all issues were addressed in a timely manner and applicant was kept up to date on all issue

Project Specialist/Project Officer, DR-4068/4084- FL,
Florida Department of Emergency Management, 07/2012 - 08/2013

- Worked directly with County's and PNP's throughout the Florida Pan Handle that applied for the FEMA Public Assistance program after TS Debby and Hurricane Isaac
- Worked with FEMA on State agencies PW's to get FDOT reimbursed from Tropical Storm recovery efforts
- Worked with applicants to insure that all documentation was accurate and in proper format in order to seek reimbursement from FEMA
- Assisted in educating the applicants on the PA process and worked closely with my FEMA counterpart to make sure the applicants received exactly what they were entitled
- Wrote PW's for small projects in County's affected by T.S. Debby and Hurricane Isaac
- During Hurricane Isaac I began to work on close-outs for the State of Florida, while still performing my duties as a Project Officer
- Assisted in collecting all documentation needed to close out County entities throughout the pan handle of Florida

Field Material Coordinator/Mississippi Field Manager/Staging Lead, AL
Deep Water Horizon MC-252 BP Oil Spill
BP/Kevcomp Inc, 06/2010 - 03/2011

- As Field Material Coordinator, coordinated the export and import of equipment and material used in the oil spill clean-up in Mississippi
- In charge of sourcing material, goods, and services to insure BP was getting a fair price. I also, negotiated contracts with rental companies and sourced other services and material to insure BP was getting normal contract rates.
- Managed several of BP contractors and made sure they worked safely and were trained properly to perform their daily task
- As Mississippi Field Manager, managed, trained, and did scheduling for all of the personnel within the Resource Division
- Kept an accurate inventory of all the equipment and material used for the clean-up efforts for the oil spill
- Managed 7 staging yards throughout the state and insured Operations had the equipment needed for the clean-up efforts
- Oversaw the demobilization of equipment and personnel for the MC-252 Response in Mississippi

- As a Staging Lead, responsible for keeping an accurate account of the entire equipment and material inventory
- Managed, trained, and did scheduling for all of the personnel under the Resources umbrella in the (ICS) Incident Command System in Jackson County
- Worked with Logistics to insure equipment and material was exported/imported as needed for the clean-up efforts throughout the MC-252 Response

Disaster Relief Inspector/Safety and Quality Control Inspector/Debris Monitor, DR-1604-MI**Neel Schaffer, 04/2006 - 01/2009**

- Part of a three-member inspection team consisting of FEMA and MEMA representatives and myself. As a team we developed a system to effectively conduct initial inspections throughout Jackson County in Mississippi.
- Charged with the responsibility of putting together our daily routes and making appointments with property owners to inform them when we were coming to inspect their property
- Kept up with all the paper work and communicated to the property owner what was eligible and ineligible to be removed according to FEMA guidelines
- Inspected each property making sure all debris, hanger and leaners, trees were removed that were marked and stumps were cut and marked properly.
- Ensured that the homeowner was completely satisfied with the removal of trees from their property and that no damage occurred during the process
- Managed over 50 debris monitors and did scheduling for all the monitors working in Jackson County, MS
- As the Safety and Quality Control Inspector, I Inspected debris moved to the right of way by homeowners and businesses to determine whether debris was eligible for removal according to FEMA guidelines
- Set appointments with homeowners to answer questions about eligibility of material before they moved it to the right of way
- Followed up behind work crews to ensure that no damage had occurred to the streets or sidewalks where contractors were performing work. If damage had occurred I reported and documented the issue.
- As a Debris Monitor, Supervised the removal of debris from the right of way in Jackson County, MS. Ensuring that the contractor hired to pick up the debris stayed within FEMA guidelines
- Determined whether debris was eligible or ineligible to be removed from the Right of way. While always maintaining safety standards while on ROW
- Supervised the removal of debris off of private property in Jackson County. Communicated with the homeowners on a daily bases before and after the debris was removed from their property.
- Received asbestos training in order to supervise the demolition of homes and businesses in Jackson County. Ensured that each home or business was demolished according to FEMA guidelines and EPA regulations and safety standards.
- Before the crews could begin cleaning up the debris in Gautier, MS, I measured and validated the trucks being used in the disaster recovery process. Being sure that every truck was measured precisely and the proper paper work was filled out correctly

**Debris Monitor, DR-1604-MI,
Global Employment/FEMA, 11/2005 – 3/2006**

- As a Debris Monitor, supervised the removal of debris from the right of way in Jackson County, MS. Ensuring that the contractor hired to pick up the debris stayed within FEMA guidelines

- Supervised the removal of debris from private property in Jackson County, MS. Communicated with homeowners on a daily basis before and after debris was removed from their property. Explaining to them what was eligible or ineligible for removal according to FEMA rules and guidelines.
- Went through a 2-week training on Debris Monitoring before I began work as a Debris Monitor in Mississippi

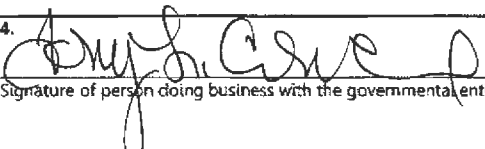
4. CONFLICTS

TLC, on behalf of the team, certifies that neither it, nor its teaming partners, or any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or State law.

The contact information for all previous debris projects for which the team has had contracts is provided in **Table 2**.

The remainder of this page is intentionally left blank.

Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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.	OFFICE USE ONLY	
1. Name of person who has a business relationship with local governmental entity. Not Applicable	Date Received	
2. ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3. Name of local government officer with whom filer has employment or business relationship. Not Applicable Name of Officer This section (item 3 including subparts A, B, C & D) 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 the 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 received from the local governmental entity? ☐ 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 governmental entity Date <u>September 8, 2017</u> Adopted 06-29-2007		

5. TECHNICAL APPROACH

This section pulls together all the elements of **Section 5** and explains how the project would proceed.

5.1 Intended Approach to the Work

5.1.1 Statement of Requirements

In order for our team to provide the level of satisfaction that the City of La Marque should expect, there are some basic materials we will need. These will be discussed in the project kickoff meeting that will be held shortly after the contract is signed. However, the following is a non-exclusive list of the materials that we will need.

- Any updates to City disaster recovery planning documents
- Ordinances that may provide requirements for disaster debris operations
- Special policies on street trees and other vegetation in the ROWs of City-owned roadways
- Any updates to City historic preservation planning documents
- Environmental studies and other documents regarding coastal and other habitats
- Solid waste collection route maps
- Candidate sites for debris management temporary storage and reduction
- Expectations of the City
- Identification of priority areas

5.1.2 Mobilizing Procedures

As a team, we believe that if the debris removal monitoring company arrives after the event they are already late. The amount of time it takes to set up a base of operations, if even just a couple of days, means that victims have spent a couple of unnecessary days without assistance. Our team believes that the recovery needs to be preemptive of the debris.

From our headquarters, we continually track national weather patterns and conditions. From the beginning of June our focuses shifts to the Mid-Atlantic Storm Season. If we perceive a threat that has potential to impact the City of La Marque we will immediately begin conversations with City senior personnel regarding mobilization, debris volumes, etc. At the same time, our team will begin discussing potential issues and challenges to gather data and assure the City that we are prepared. Personnel within the team will be notified of potential activation.

Determination of when the team will move toward the City usually occurs approximately four (4) to five (5) days prior to anticipated landfall, once most of the storm's major course corrections have occurred. We will establish a standing activation notice. We will be watching for certain indicators to develop. When those triggers are observed we will contact the City to request authorization for mobilization. In order to prevent delays, prior to the storm season TLC and the City will establish the conditions necessary in order to activate a Notice to Process (NTP). The response clock will begin with the call.

5.1.3 Initial Mobilization

An advance party will arrive within approximately twelve (12) hours of the NTP. This initial party will be there to come up to speed with the City's actions to date and to assess the situation and start full mobilization preparation efforts for monitoring teams. One of the most important considerations is in the area of first monitoring; specifically, which area(s) of the City the Disaster Manager feels will need the have highest priority for clearing. Although this was already reviewed during the kickoff meeting, it is important to revisit this issue in case developments have shifted priorities.

Upon arrival, the advance party will participate and conduct meetings on training and coming up to speed with the City's work. For our team there will be two basic objectives during this time: to make sure that our supplies are fully stocked and to run reconnaissance of the City to develop anticipated levels of debris. Already, various models will have determined the approximate volume of the debris, but we will be working to identify priorities for effort. This will involve, if possible, coordination with the debris removal contractor.

During these four days, the remainder of the team will be placed on alert. Also, during this time the team will have reached out to, and made contact with, most of the monitor recruits to inform them when and where to report for work. An approximate timeline is provided in **Figure 3**.

Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.

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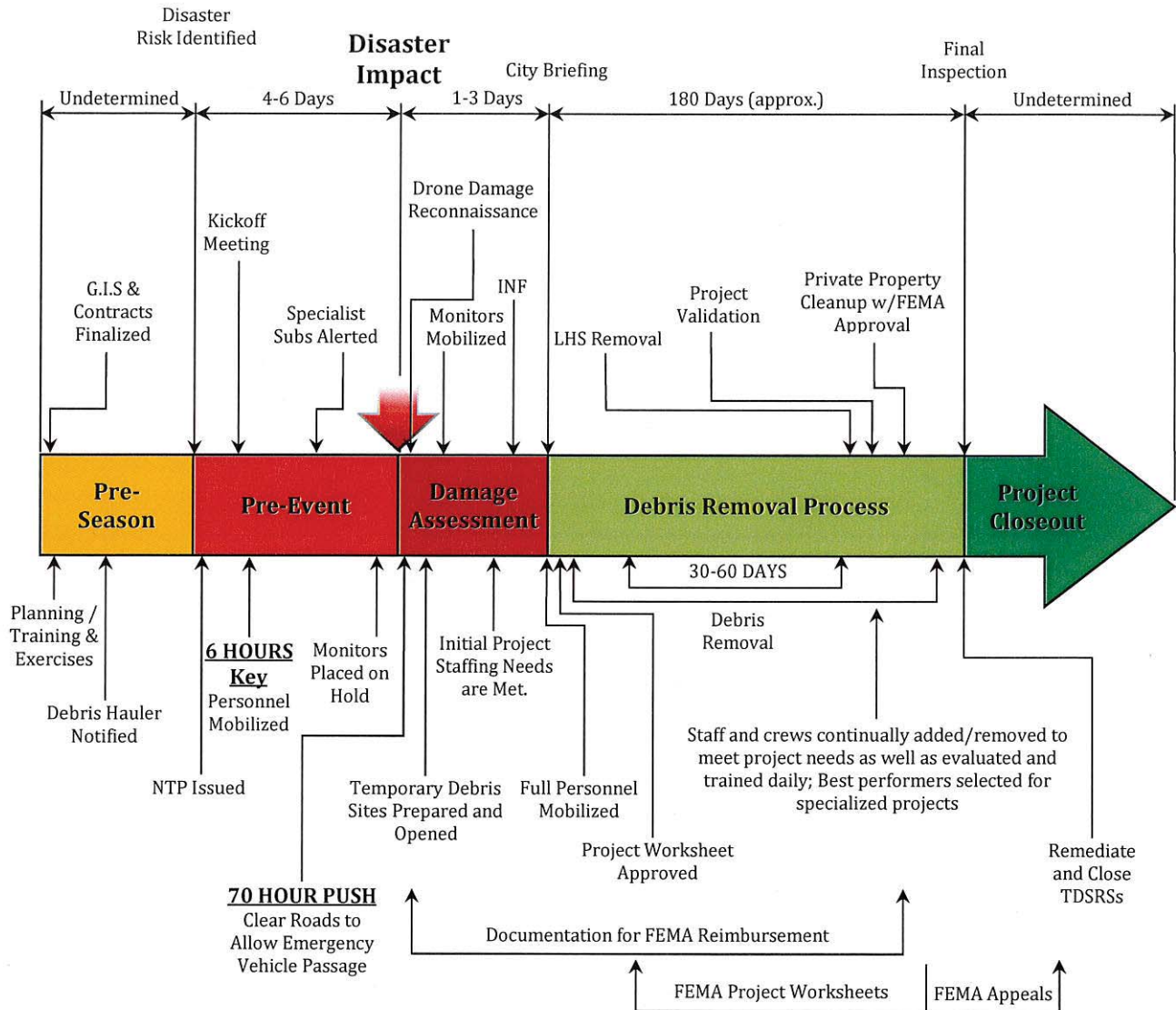


Figure 3: Mobilization Process

Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.

5.1.4 Drone Damage Reconnaissance

In order to gain an appreciation of the scale of damage the City's debris manager and other senior personnel will participate in aerial reconnaissance. This type of reconnaissance is expensive, time consuming, and lacks the detail that the City needs.

The advent of sophisticated drone technology eliminates the need for such efforts. Drones can be in the air immediately. These small and lightweight craft are much more agile than traditional aerial methods so that they can get into areas that helicopters and planes cannot. They can also hover so that the assessors can take closer note of the needs. Also, City personnel can be active in other tasks while the drones are at work.

Once the drones return the data that has been stored onboard is downloaded and converted into priority maps. Drone reconnaissance can occur throughout the duration of the project to ensure that areas are not being missed.

5.1.5 Temporary Debris Sites Prepared and Opened

A number of things must be done before debris sites can be utilized.

Pre-Disaster Planning officials are encouraged to pre-designate sites to allow post-storm clean-up efforts to begin early and in an efficient manner.

- Pre-designated sites should be on public property and generally consist of 10 acres or more, depending on anticipated needs. However, smaller sites may be appropriate based on the type of waste being managed and space constraints. The required size of the site will depend on the expected volume of debris to be collected and planned volume reduction methods. As a general rule, larger sites mean fewer sites and, hence, easier site closeout. However, larger sites may create logistical problems.
- Consider the temporary staging locations with respect to noise, traffic, and the environment.
- Use public lands first to avoid costly leases. Use private land only if public sites are unavailable. If private lands are utilized for municipal debris management operations, they must have government (or its designated contractor) oversight and management.
- When selecting public (or private sites), consider the pre-existing conditions to which the property must be restored upon site closeout. Have attorneys review leases for private land to avoid extensive damage claims upon site closeout.
- Environmentally sensitive areas such as wetlands, critical habitats, drinking water well fields and surface waters and historic/archeological sites should be avoided. However, if use of such areas is unavoidable, notify the Texas Commission on Environmental Quality so that applicable emergency authorizations can be considered.
- Consider site location and impacts from noise, dust, and traffic which are tolerated early in disaster recovery, but which may have to be curtailed later. If possible, avoid locating near residential areas, schools, and hospitals.

- Look for sites with good ingress/egress to accommodate heavy truck traffic and that have a site configuration that will allow for an efficient layout.

The following questions will help to identify and prioritize appropriate sites based on local requirements and conditions:

- Potential Site Ownership
 - Are public lands available?
 - Are private land lease terms long enough?
 - Are private land lease terms automatically renewable?
 - Does the private land lease include a landscape restoration agreement?
- Potential Site Size
 - Is the site large enough to accommodate the planned debris storage and/or reduction methods?
 - Will the site configuration allow for an efficient layout?
- Potential Site Location
 - Things to avoid:
 - Wetlands. If near wetlands, establish buffer and/or turbidity barriers.
 - Public water supplies; well fields or surface waters
 - Threatened and endangered species.
 - Critical habitat
 - Rare ecosystems
 - Historic sites
 - Archaeological sites
 - Sensitive surrounding land uses – schools, nursing homes, hospitals, residential, etc.
 - Consider prevailing winds for dust and odors.
 - Things to look for:
 - Good ingress/egress
 - Good transportation arteries nearby
 - Open flat topography
- Site Selection / Baseline Data Checklist
 - Lined temporary storage areas should be established for household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Plastic liners should be placed under stationary equipment such as generators and fuel tanks. These actions should be included as requirements in any contract specification or scope of work. If the site is also an equipment storage or operation area, provide secondary containment for storage areas when possible and monitor fueling and equipment repair to prevent and mitigate spills of petroleum products and hydraulic fluids.

- Be aware and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over dust, noise, and traffic.
- Before activities begin:
 - Photograph and/or video the site
 - Notation of important features – structures, fences, culverts, landscaping, etc.
 - Random soil sampling (only if Temporary Debris Storage and Reduction Site (TDSRS) is used for other than green waste – trees, limbs, brush)
 - Field screening of soil for volatile organic compounds
 - Water samples from existing monitoring wells and on-site and abutting water supply wells within 500 feet (only if TDSRS is used for other than green waste – trees, limbs, brush)
- After activities begin:
 - Progressive updates including photographs and/or video.
 - Periodically map/sketch site layout including “hot” areas – these are areas where materials other than green waste is being or has been stored during the cleanup after the event or where a spill or release has occurred.
 - Integrate quality assurance reports. Include documentation of contractor fuel spills, leaks, etc. and response to such incidents
 - Sample groundwater monitoring wells and/or supply wells if area used for extended time period (only if TDSRS is used for other than green waste – trees, limbs, brush)

Site Permitting Processes

When responding to a storm event, it is expected that the City of La Marque will contact the Texas Commission on Environmental Quality and request an emergency authorization be issued for use of their chosen site(s).

5.1.6 Full Mobilization

Full mobilization begins after the event and at the moment that authorities approve first responders’ access to the City. Within 18 hours of this approval our team will have full mobilization. For search and rescue operations, the City may wish to hold off on initiating blanket debris removal. Our team will therefore await the City’s instruction to move forward.

The most important first task is to look for survivors. Our team will advise the City of access to our monitors during this time.

Prior to activating monitors, our team will consult with the City to determine which areas need assistance first. At the same time, all permitted TDSRSs will be visited to determine their functionality.

Truck inspections, certification, and identification will begin as soon as debris recovery crews arrive and will continue indefinitely through the life of the project.

5.1.7 Field Operations Strategy

Once full mobilization has been established, monitoring will settle into a routine until completion of the project. TLC anticipates the following approximate staffing complement:

- 1 Assistant Project Manager for every 3 Zones
- 1 Field Supervisor per Zone
- 1 Crew Leader per 10 - 20 Field Monitors
- 3 Tower Monitors per Disposal Site
- 1 Field monitor per loading vehicle
- 10 Truck Certifiers

Depending on the severity of the event, debris removal will begin light as people return to their homes and assess the damages. This initial period is typically short-lived. A wide field of emotions will quickly cause homeowners to begin removing debris from their homes, mostly as a way to move past the shock and get into reconstruction at their earliest abilities. This will result in the typical newspaper photographs of debris stacked high by the side of the road.

Our team will coordinate with the debris removal contractor to establish a rotation system that efficiently removes debris before frustration sets in too deeply. Drones will be relied upon extensively during debris removal. A complaint that homeowners often identify is that their debris is not being cleared while areas all around them are being cleared efficiently. This sometimes happens when damage reconnaissance is not routinely refreshed. Drones can be put into the air at any time of the day, which keeps the process up-to-date. It also means that if a complaint does come in a drone can be sent out to verify conditions.

City Sectors

To maintain control of the process, our team will divide the City into a series of sectors, depending on the extent and distribution of debris. Debris haulers will be assigned to these sectors. Eventually the sectors will be free of debris. As that point comes onto the horizon, we will coordinate with the debris removal contractor to make sure that there is not excessive overlap of trucks. In this way, the project will slowly wind down until only roving debris collectors and monitors are needed.

5.1.8 Exceptions to the project work

The Team does not perceive any exceptions to the work that the City has requested for the project.

5.2 Summary of the Project Work Plans

5.2.1 Debris Field Operations

Proper debris field operations mostly is the responsibility of loading and tower monitors and field supervisors.

Loading Monitors

The loading site monitors will perform on-site, street-level debris monitoring at all loading sites to verify debris eligibility based on contract requirements, and initiate debris removal documentation using load tickets. For operations, loading site debris monitors' primary jobs are to:

- Ensuring that hazardous wastes are not mixed in with debris loads
- Recording equipment details for time-and-materials contracts, including the type of equipment, the hours each piece of equipment was used along with operator name, and downtime of each piece of equipment by day
- Ensuring only debris that is specified by the applicant is collected for loading and hauling
- Ensuring only debris from public areas is removed
- Ensuring the work area is clear of debris before equipment moves to a new loading area
- Evaluating and recording performance and productivity of debris removal crews

Tower Monitors

Debris monitors at a DMS are often referred to as "tower" or "site" monitors." The tower/site monitor's role encompasses the following scope of duties:

- Ensuring that hazardous wastes are not mixed with debris loads
- Recording equipment details for time-and-materials contracts including the type of equipment, the hours each piece of equipment was used along with operator name, and downtime of each piece of equipment by day
- Accurately measuring and documenting load hauling compartments for trucks and trailers to compute volume capacity in cubic yards (CY) for each truck and trailer prior to its commencement of debris hauling operations
- Recertifying truck capacities on a regular basis
- Verifying calibration of scales (if tonnage contract is used for debris removal)
- Ensuring that truck loads are accurately credited
- Estimating the percentage of full capacity for each truck or trailer load
- Ensuring that trucks are not artificially loaded (e.g., debris is wetted, debris is fluffed or not compacted)
- Initialing each load ticket before permitting any truck to proceed from the tower entrance to the dumping location
- Properly and accurately completing and physically controlling load tickets (for both tower and loading monitors)
- Monitoring site development and restoring DMSs

Field Supervisor

The applicant's field supervisor is responsible for scheduling and deploying the loading and tower/site debris monitors and overseeing their daily activities at loading sites and disposal and staging sites. The field supervisor resolves field operational, eligibility, and safety issues, and communicates these issues to the applicant. Communication and coordination of daily activities with

FEMA, State, and applicant field personnel is required. The field supervisor also conducts or oversees truck certifications, load measurements, and photo-documentation as required. The field supervisor collects daily logs from the debris monitors and tabulates truck load data for the daily report.

Field supervisor duties include, but are not limited to:

- Ensuring only debris from approved public areas is loaded for removal
- Assisting in the measuring of all debris hauling trucks and trailers with the appropriate contractor representatives, if applicable
- Taking photographs of all trucks and trailers used in the debris operations to establish a baseline inventory of equipment

5.2.2 Communication

Loading Site Monitors

Duties associated with Communication include:

- Remaining in constant contact with debris management/dispatch center or supervisor
- Reporting issues (such as safety concerns, contractor noncompliance, and equipment use) to their field supervisor
- Photographing and providing a written document of any damages made to utility components, driveways, road surfaces, private property, vehicles, etc.
- Performing other duties as directed by the debris management project manager or designated debris management personnel

Tower Monitors

Tower monitors should be:

- Remaining in constant contact with debris management/dispatch center or supervisor
- Reporting issues (such as safety concerns, contractor noncompliance, and equipment use) to their field supervisor

5.2.3 Work Site Safety

Work site safety is another matter whose responsibility lies with the monitors

Loading Monitors

Loading monitors should be:

- Checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment
- Implementing all safety requirements
- Performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation
- Ensuring that debris loads are contained properly before leaving the loading area

Tower Monitors

Tower monitors should be:

- Checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment
- Implementing all safety requirements

Field Supervisors

Field supervisors are expected to be:

- Familiar with, maintaining, and implementing, all safety requirements

5.3 Frequency and Nature of Meetings

We are fully open to negotiating the frequency of meetings with the City of La Marque. We believe that meetings should be held no less frequently than once per week in early stages, tapering to once per two or three weeks. Toward the end, when project closeout is underway, meeting frequency may be increased.

Meetings will be held mainly for two reasons. First, they will be used to keep the City up-to-speed with how the project is going. Initially, project update meetings will be intensive, but once the project is full underway, the meeting materials will become more point form. Toward the end, when project closeout is underway, meeting details are likely to increase.

Second, these meetings will be held to plan future work. The same process of initial detail, followed by points form, ending with closeout will be common.

Meetings may also be held under special conditions. Certain decisions must come from the City. When these needs arise, we will advise the City of a desire to hold a special meeting. We will decide with the City what constitutes the need for a special meeting.

5.4 Workforce Information

5.4.1 Debris Management RFP Review

The workforce description in this section is informed by our review of the City of La Marque pre-positioned Debris Management RFP.

5.4.2 Planning Standards and TLC Team Abilities

This section discusses the TLC Team's abilities to meet the City of La Marque's needs for rapid deployment.

24-Hour Response Rate

Accelerated recruitment, hiring, training, and deployment are not uncommon to how we, at TLC, and the broader team members, as a whole, conduct daily operations.

Table 4 are estimated response rates for how long full mobilization will take, depending on the severity of the storm.

TABLE 4: DISASTER RESPONSE RATES

Mobilization	Category of Tropical Cyclone			
	1 & 2	3	4	5
Within 24 hours	75%	75%	50%	25%
Within 36 hours	100%	75%	50%	25%
Within 48 hours	100%	75%	75%	50%
Within 72 hours		80%	80%	80%
Within 96 hours		100%	100%	100%

To provide a frame of reference for what these mobilization rates mean, following Hurricane Ike TLC screened approximately 1,200 applicants and mobilized 500 monitors within 96 hours of being provided an NTP for the project.

Asset and Workforce Registration and Tracking



Figure 4: Asset Tracking System

Various locations in **Section 5** provide details on how our team will register and track its monitoring equipment through the duration of the project. The second group of equipment that needs to be tracked is comprised of the debris removal trucks, loaders, and other heavy commercial/industrial assets that will be in use. **Figure 4** is a graphic representation of our team's tracking hardware

Asset Registration

Assets are initially entered into the system when they arrive to be certified for work. In order to be approved for use in the project, the asset owner and/or operator must provide certain data to establish eligibility.

Asset Type, Make, Model, Color, and Age

This information is used to verify throughout the length of the project that the asset in use is the asset that was certified at the beginning of the project.

Asset Registration and Insurance

In Texas, vehicles for on-highway use must be registered and insured. Unregistered and/or uninsured assets to be used for hauling debris will not be permitted into the project.

Off-highway use vehicles do not require licensing.

Annual Vehicle Inspection Label (VIL)

The U.S. Department of Transportation (DOT) requires that all commercial equipment for on-highway use must be inspected annually for road worthiness. Vehicles that do not have a current VIL will not be permitted into the project.

Off-highway use vehicles do not require the same extent of annual inspection.

Modifications

Debris-hauling vehicles of a wide variety of types will attempt to participate in the project. It is the responsibility of the debris hauling contractor to admit them as a candidate asset. Usually, the debris hauling contractor already has equipment arranged for the work, and this excludes miscellaneous candidate assets. However, all vehicles used for debris hauling must be brought through the registration process where our certifiers have the authority to prohibit involvement.

Certain modifications will be disallowed for use. The truck in **Figure 5** illustrates a safe modification. The additional plywood height is brace by a constructed frame. Conversely, **Figure 6** shows a makeshift modification. Without a close examination to verify that the sides are sufficiently braced and secured, our team would disallow this truck.



Figure 5: Safely Modified Debris Hauler



Figure 6: Potentially Unsafely Modified Debris Hauler

In spite of our team not certifying the truck in **Figure 6**, all of the data that the certified truck would provide would also be recorded. This is because the debris removal operation will be ongoing for several weeks and during most of that time assets will be registering and certified. It is not outside the realm of possibilities for a disallowed operator to try again, with or without modifications repaired. The permanent record would alert the certifiers to determine what types of deficiencies will still require correction before certification is allowed.

Once the asset data is recorded it becomes a permanent record for subsequent events. As already discussed, the software has GPS technology so that administrators can track progress geospatially and chronologically. Work Crumbing™ technology ensures that all data captured is recorded with date, time, and GPS location for event tracking and worker productivity analysis.

Tracking

To protect the integrity of the project and the City of La Marque, all trucks will be outfitted with a GPS tracking unit that will store movement data that can be accessed at the truck or remotely. Further, a bar code will be included on the identification decal on each truck.

The software that we are using for this project has asset tracking capabilities. **Figure 4** shows the interactions of the field and office equipment while using the asset tracking system. Touch Mobile™ Platform is a secure and dynamic mobile application platform that can be easily configured to match our exact processes and procedures. This helps to ensure quick and easy adoption by monitors and equipment operators. Mobile data collection eliminates paperwork, data entry redundancies, and the

risk of errors. The reporting capacities are limitless, providing transparency to our assets in real time. The asset tracking feature has the following advantages and benefits for our team and the City of La Marque.

- Audit and view assets on a PC or virtually any mobile device
- Field based data collection to back end reports within minutes
- Track assets by barcode, GPS position, site, route position, etc.
- Check assets in or out to customers or employees and assign due dates
- Eliminate paperwork and data re-entry
- Validate inspection data and limit transcription errors from the field
- Supports multiple modalities for easy import/export of data
- Query tool enables back office users to analyze, filter, sort and export data into nearly any type of report
- Collect data and conduct look ups, even when the network is not available
- Automatically trigger required work orders, custom reports, and notifications based on entered information
- "Work Crumbing™" technology ensures that all data captured by a user is recorded with date, time, and GPS location and stored in the centralized database
- All information is secured and encrypted on the device and in transmission
- Unlimited custom tracking and inspection fields or lists modified by you
- Users can only view data relevant to their particular role
- Capture pictures, signatures, audio, video, etc.

Workforce Registration and Tracking

Registration

The registration of personnel is initiated during the application review and hiring process. At each successive step various details are entered by trainers, supervisors, and other personnel. Also, because of the data capturing and processing, project administrators can monitor the performance improvements of loading and tower monitors. If trends become apparent that are not advantageous to production the administration can determine strategies for arresting such development and improving the worker.

Tracking

The advantages and benefits identified in the asset tracking discussion apply equally to field personnel.

For office personnel, tracking is undertaken through analysis of project performance.

48-Hour Mobilization Coverage

This section is meant to provide the City of La Marque assurance that our team will meet the City's early mobilization requirements.

Minimum of 30 Debris Loading Sites

As expressed earlier, we have always striven for and achieved rapid deployment in numerous areas of our business units. This track record of success is fully expressed by the fact that in 2008, following Hurricane Ike, we were able to deploy more than 50 debris loading site monitors within 24 hours of receiving the City of Houston's Notice to Proceed. Within two weeks the mobilization exceeded 500 monitoring sites. When the project was complete our team has set new national records for the volume of debris being removed on a daily basis.

We repeated our rapid deployment following the flooding in 2015 (DR-4223: Texas Severe Storms, Tornadoes, Straight-line Winds, and Flooding) and 2016 (DR-4269: Texas Severe Storms, Tornadoes and Flooding); wherein in both cases we again had approximately 45 monitors mobilized within 24 hours.

Temporary Debris Management Site Operations Monitoring

The monitoring positions discussed in all three events included deployment to temporary debris management site (DMS) operations.

Dumping Operations Monitoring

Our team recognizes that, as presented by FEMA² "Accurate documentation of debris removal and disposal operations and eligible associated costs is the outcome of a good debris monitoring program" (10/2010).

Debris dumping operations will run concurrently with DMS operations. Due to type, some debris can go directly from the load site to the dump site. Some hazardous materials, such as asbestos containing building materials and lead-based paint, are not permitted to be intermingled with other types of debris.

Also, a DMS is meant to be a short term debris storage area to provide space for debris reduction processes. For example, certain types of debris are brought to the DMS to be incinerated. In a significant event the volume of debris must be separated and handled differently. Still, once the debris is reduced it must go to some type of dump site. Therefore, after approximately two weeks enough debris will have been reduced that trucks will begin hauling debris away from the DMSs.

Debris dumping operations will be very similar to operations at DMSs. Since the debris haulers are paid by the load the point of load origin is irrelevant and the motives and possibilities of cheating are the same as if the load originated at a street. Just like with the loading sites, monitors at the DMSs will observe the vehicle being loaded. However, the ticket will be generated at the DMS exit, where the monitor will have a full view of the amount of the load. The load will then progress to the dump site where a tower monitor will perform the same tasks that the entrance tower monitor at the DMS performed.

² FEMA. FEMA 327: Public Assistance Debris Monitoring Guide. (https://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf). Accessed June 10, 2017.

Roving Debris Monitors

Roving monitors are needed for at least two needs. First, these monitors are needed to perform assessments of debris accumulation. Our team will be running drone reconnaissance flights on a daily basis. However, roving monitors are needed for quantifying and qualifying the exact type and nature of debris.

Second, roving monitors are needed to provide monitoring of the collection work to ensure that crews are not violating rules and policies pertaining to their duties and responsibilities, and that monitors are properly enforcing FEMA debris removal policies. During the 2016 floods in Houston, several crews were violating debris segregation and other rules which threatened to reduce the eligibility of the City's reimbursement request.

Our team will have the necessary number of roving monitors to ensure that loading, DMS, and dump sites are all operating properly.

6. REFERENCES

Please refer to Table 2 for reference materials.

7. CAPACITY

At this point, the only debris removal monitoring contract for which TLC is committing personnel is for the City of Houston. TLC anticipates to have approximately 1,000 monitors in the field within two weeks on this date. However, TLC will have an off-the-shelf immediate crew available within four (4) hours of a NTP. This crew will remain in force until sufficient local talent has been trained and mobilized. The crew will diminish as gradually as competent local crew members can be mobilized.

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Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.

8. FEE SCHEDULE

Item#	Positions	Hourly Rate
1.	Project Manager	\$ 150.00
2.	Operations Manager	\$ 94.67
3.	Data Manager	\$ 73.33
4.	GIS Analyst	\$ 65.65
5.	Field Supervisor	\$ 73.33
6.	Debris Site/Tower Monitor	\$ 52.67
7.	Debris Collection Monitor	\$ 52.67
8.	Billing/Invoice Analysts	\$ 52.67
9.	Clerical	\$ 33.73
10.	Data Entry	\$ 33.73

Hourly rates are provided to demonstrate reasonable cost.

Our team will have a full and effective crew of approximately fifty (50) debris removal monitors mobilized to La Marque within four (4) hours of an NTP. They would be kept in La Marque until local personnel can be recruited, hired, trained, and mobilized.



STEVENSON CONSULTING LLC

RFP #17-02 DEBRIS MONITORING SERVICES

09/07/2017

Stevenson Consulting LLC

3027 Marina Bay Dr # 106, League City, TX 77573

Contact Person: Cheryl Stevenson

Contact Number: 281-905-1197

Letter of Transmittal

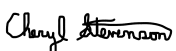
Stevenson Consulting LLC is a Texas based, privately held Woman Owned Small Business and Economically Disadvantage Woman Owned Small Business - owned firm, incorporated in 2006 and headquartered in League City Texas. Core services include Emergency Management, Construction Engineering and Inspection, Transportation Planning and Design Engineering, Environmental Engineering, Program Management, Intelligent Transportation Systems, Network and Systems Integration, and GIS. Metric's commitment to excellence — combined with our responsiveness — has gained the firm an outstanding reputation and, more importantly, the trust and confidence of clients. With more than 11 years of experience and over 280 partnerships, Stevenson Consulting LLC is one of the leading providers of quality professional civil engineering services in the southeast U.S., Latin America, and the Caribbean. Stevenson Consulting LLC will utilize a number of local small businesses with certifications in the following area: Service-Disabled Veteran-Owned Small Business, Economically Disadvantaged Woman Owned Small Business, HUBZone, Veteran-Owned Small Business, Competitive 8(a), Indian Small Business Economic Enterprises and Indian Economic Enterprises.

Stevenson Consulting LLC team will take a common sense approach to this project to ensure the process is both effective and efficient. Our approach is founded on six core principles, they are:

- Provide qualified and capable personnel
- Know the project requirements
- Establish realistic schedule and budget
- Recognize and understand the project stakeholders
- Be an extension of the client
- Provide quality in everything we do

Thank you for the opportunity to submit our proposal to CITY OF LA MARQUE in this time of need. We are confident that with our experience, our understanding of the tasks, and the systems we have in place, we will exceed the City's overall requirements in the time frames outlined in the RFP.

Cheryl Stevenson will serve as the person authorized to obligate the firm to a contract. Please do not hesitate to contact me for any questions or clarifications, or simply for any additional information. We are extremely excited about this opportunity to partner with the CITY OF LA MARQUE.



Sincerely,

3027 Marina Bay Drive Suite 106, League City TX 77573

Contact Name: Cheryl Stevenson

Phone: 281-905-1197

Experience and Qualifications

Stevenson Consulting LLC has extensive experience as a prime and subprime contractor providing disaster recovery services to state and local governments including: FEMA HMGP/IA/PA, FHWA ER, and HUD CDBG - DR grant/program management, disaster case management and counseling services associated with the acquisition and demolition of residential and non - residential structures funded by HUD and FEMA, environmental compliance monitoring, project management, grant management, long term community recovery planning, post storm debris monitoring, establishing and managing debris - processing sites, damage assessment, hazardous site remediation, canal dredging, assessment of hazardous materials, contractor payment processing, geographic information systems programming, Project Worksheet development, public involvement, and construction inspection services. Stevenson Consulting LLC will support the City by providing these services utilizing an approach that has proven successful in other states impacted by disasters. Our extensive experience and understanding of the tasks at hand will ensure we meet the City's overall requirements.

Stevenson Consulting LLC is pleased to submit our qualifications on this important contract. We offer a team second - to - none in disaster debris removal and monitoring experts with unparalleled experience in federal recovery programs. Our mission: To assist the City by providing disaster debris removal and monitoring services following future disasters. This work will involve funding by both the Federal Highway Administration's Emergency Relief Program and the Federal Emergency Management Agency's Public Assistance Program in connection with any subsequent federally declared disasters that may occur during the term of this contract. Our purpose: To ensure that the City recovers the maximum amount of federal reimbursement from federal agencies for disaster generated debris removal and disposal costs. We are proud to join this effort and can assure you that this team of professionals represents some of the country's leading experts on the subject of federal recovery programs, both from an office and field perspective. We have provided these services on numerous contracts throughout the U.S., which has led to a record of near 100% recovery of funds applied for on behalf of our clients. We are confident that with our experience, our understanding of the tasks, and the systems we have in place, we will exceed the City's overall requirements in the time frames outlined in the RFP.

Personnel

Key Staff

Stevenson Consulting LLC Team understands the complexity of providing Public Assistance Services to governmental entities. All one has to do is look at Stevenson Consulting LLC's key staffing profiles (below) and accompanying resumes for this project and you will get a clear indication of the quality of our proposed team of Professionals for this contract and a clear indication of our commitment to the City and its citizens. That commitment can be seen at all levels of personnel we are proposing to this contract.

Position

Availability

Project Manager Operation Managers	45%
Data Manager	100%
GIS Analyst	100%
Field Supervisor	100%
Debris Site/Tower Monitors Collection	100%
Monitor	100%
Data Entry Clerk/Clerical Billing/Invoice	100%
Analysts	100%

Conflicts

Stevenson Consulting LLC certify that we, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or state law. Has Respondent had a contract related to debris removal canceled within the past ten years.



Technical Approach

Stevenson Consulting LLC Automated Debris Management System is the backbone and core of our emergency debris management operations. Our Automated Debris Management System is used in every single aspect of our debris monitoring, and bridges people and technology, from planning and administration to logistics, field operations, and communications. It incorporates electronic and/or paper ticketing, contractor personnel and equipment credentialing, GPS locating, our mobile command center, remote satellite and internet communications, contract documentation, document reporting, photos, aerial pictometry, and electronic forms and modules. It utilizes the latest in database and GIS technologies, servers, and mobile data management. The system includes multiple security features to reduce or eliminate fraud, and provides instant debris operational status via a secure, web - based interface, accessible 24 - hours a day, seven days a week. Our operating system functions with the deployment of field teams equipped with laptops or hand held units for collecting field data, including all information typically found on a load ticket. The data is then processed through the Mobile Command Center, or one of Stevenson Consulting LLC's several offices, and then downloaded to our servers and processed through our enterprise GIS system. The information is then displayed graphically and disseminated via our customized web - interface. Even if the electronic ticket is not used, Stevenson Consulting LLC uses the same input fields on a desktop version of the electronic ticket to manually enter ticket information. As such, errors are quickly discovered and the appropriate actions taken to rectify them.

Stevenson Consulting LLC will hold Daily Briefings, Payment Monitoring and Reconciliation meetings.

Stevenson Consulting LLC will provide a field quality control team consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. We understand that any adjustments to the specified field staffing will be submitted as a detailed plan to the City for review. Daily feedback to the City will be handled through Stevenson Consulting LLC's management team.

Stevenson Consulting LLC equips our field team members with state - of - the - art technology, including cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

Every debris-hauling vehicle will be certified prior to performing debris collection hauling. The field monitors will verify that each collection vehicle has been weighed and placarded by Washington County’s Debris Removal Contractor. All debris removal vehicles will be monitored and documented. We understand that examples of probable field collection monitoring tasks include, but are not limited to:

- Verification that all debris picked up is a direct result of the disaster.
- Verification that the Contractor is working in their assigned contract areas.
- Stopping work in progress that is not being performed or documented in the appropriate manner. Such work will be noted for nonpayment.
- Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- Maintaining all photo documentation of recovery work on a daily basis. All photos presented will show the description in detail of hanger, stumps and leaner removal. The Metric Team will photograph every stump and leaner removed as well as a random sample of hanger removal activities, and GPS coordinates.
- Reporting to the County any work performed by Metric that is not in compliance with all federal, state, local safety regulations appropriate for the task being performed.

POSITIONS	<u>HOURLY RATE</u>
Project Manager Operation Managers	80
Data Manager	65
GIS Analyst	34
Field Supervisor	32
Debris Site/Tower Monitors Collection Monitor	31
Data Entry Clerk/Clerical Billing/Invoice Analysts	30



CITY COUNCIL AGENDA FORM

Meeting Date: 09/11/2017
Prepared by: Charlene Warren
Department: Emergency Management

Agenda item: 9e
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the award of RFP #17-03 “Disaster Debris Clearance and Removal” due to Hurricane Harvey to the most qualified vendor who meets specifications required by the City

☒ X

Attach for reference

1. Pricing – CrowderGulf
2. Pricing – DRC
3. Pricing – TFR

STAFF BRIEFING:

- In June of 2016, the City awarded a primary and secondary contract for disaster debris clearance and removal to CrowderGulf and TFR, respectively.
- Since that time, the Federal Office of Inspector General and FEMA changed procurement requirements.
- These changes jeopardized the potential FEMA reimbursement of debris clearance and removal expense for the City.
- In an effort to maximize reimbursement potential and to best protect the City’s financial interests in the wake of Hurricane Harvey, the decision was made to solicit new proposals for the disaster debris removal and clearance.
- An emergency RFP was posted for 72-hours on the City’s website on September 5, 2017, the Texas Bid Systems website, and a legal ad published in the Galveston County Daily News on Wednesday, September 6, 2017.
- There were 44 proposals solicited through the City’s website and 59 proposals solicited through Texas Bid System.
- The proposal specifications were supplied by the City of La Marque.
- Of responses received, three (3) qualified proposals were received: CrowderGulf, DRC, and TFR.
- This item has been discussed with the Finance Director.

HISTORY:

- CrowderGulf has been the City’s debris removal vendor for the last eleven years.
- CrowderGulf has an outstanding reputation throughout Galveston County.
- TFR was awarded a contract in June of 2016 as the City’s secondary disaster debris clearance and removal provider.
- The City has no previous experience with DRC.

TARGET IMPLEMENTATION:

- The proposed commencement date of the contract will be September 19, 2017.



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

09/05/2017 – RFP posted on website and Texas Bids System

09/06/2017 – RFP legal ad placed in Galveston County Daily News

09/08/2017 – RFP closed

ACTION:

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

Cost Details:	
Budgeted	\$0
Actual Bid	\$0
Estimated Expenditure	To Be Determined
Acct. Name(s)	Special Clean Up Projects
Line Items #	70-6110-14-02
Other Funding	FEMA

STAFF'S RECOMMENDATION: Motion to award **RFP #17-03 “Disaster Debris Clearance and Removal”** due to Hurricane Harvey to the most qualified vendor who meets specifications required by the City

FISCAL IMPACT: Due to Hurricane Harvey’s impact on the City of La Marque, an estimate of debris removal costs is not currently available; however, by soliciting new proposals, the City stands to maximize reimbursement from FEMA.

City of La Marque Emergency RFP #17-03
Disaster Debris Clearance and Removal Services

Vendor Name: CrowderGulf, LLC.

SCHEDULE 1 - UNIT RATE PRICE					
2.2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS) or End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles		\$12.00	\$12.00	\$12.00	\$100.00
16 to 30 miles		\$14.00	\$14.00	\$14.00	\$120.00
31 to 60 miles		\$15.00	\$15.00	\$15.00	\$130.00
Greater than 60 miles		\$16.00	\$16.00	\$16.00	\$150.00
2.3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles		\$12.50	\$12.50	\$12.50	\$110.00
16 to 30 miles		\$14.50	\$14.50	\$14.50	\$130.00
31 to 60 miles		\$16.00	\$16.00	\$16.00	\$140.00
Greater than 60 miles		\$17.00	\$17.00	\$17.00	\$160.00
2.4 Demolition, Removal, Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles		\$20.00	\$20.00	\$20.00	\$160.00
16 to 30 miles		\$22.00	\$22.00	\$22.00	\$170.00
31 to 60 miles		\$24.00	\$24.00	\$24.00	\$180.00
Greater than 60 miles		\$28.00	\$28.00	\$28.00	\$200.00

2.5 Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
	0 to 15 miles	\$24.00	\$24.00	\$24.00	\$175.00
	16 to 30 miles	\$26.00	\$26.00	\$26.00	\$185.00
	31 to 60 miles	\$28.00	\$28.00	\$28.00	\$195.00
	Greater than 60 miles	\$30.00	\$30.00	\$30.00	\$215.00
2.6 DMS Management and Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
		\$2.00	\$2.00	\$2.00	\$30.00
2.7 DMS, Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
		\$2.70	\$2.70	\$2.70	\$35.00
2.8 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.					
	\$ Per Cubic-Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
		\$3.50	\$3.50	\$3.50	\$55.00

2.9 Haul-out of Reduced Debris to a End User Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User	\$ Per Cubic-Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternative)
0 to 15 miles		\$5.00	\$5.00	\$5.00	\$30.00
16 to 30 miles		\$6.00	\$6.00	\$6.00	\$35.00
31 to 60 miles		\$8.00	\$8.00	\$8.00	\$45.00
Greater than 60 miles		\$10.00	\$10.00	\$10.00	\$60.00
2.10 Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.	\$ Per Tree				
6 inch to 12.99 inch diameter	\$60.00				
13 inch to 24.99 inch diameter	\$100.00				
25 inch to 36.99 inch diameter	\$225.00				
37 inch to 48.99 inch diameter	\$350.00				
49 inch and larger diameter	\$400.00				
Hanger Removal (per Tree)	\$90.00				
2.11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	\$ Per Stump				
24.1 inch to 36.99 inch diameter	\$200.00				
37 inch to 48.99 inch diameter	\$300.00				
49 inch and larger diameter	\$400.00				
2.12 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for recycling. Contractor shall be responsible for recovering/disposing reffridgerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the End User approved DMS to a End User approved facility for recycling.	\$ Per Unit				
Reffridgerators and freezers requiring reffridgerant recovery and	\$90.00				
Washers, dryers, stoves, ovens, AC units, and hot water heaters	\$75.00				

2.13 Used Electronics Removal Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.		
	\$ Per Unit	
	\$60.00	
2.14 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill.		
	\$ Per Pound	
	\$6.00	
2.15 Abandoned Vehicle and Vessel Removal Work consists of the removal and transport of eligible abandoned vehicles and vessels.		
	\$ Per Unit	
Passenger Car	\$250.00	
Single Axle	\$250.00	
Vessels less than 20 linear feet	\$1,200.00	
Vessels 21 linear feet and greater	\$2,400.00	
Double Axle	\$400.00	
2.16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.		
	\$ Per Pound	
	\$1.00	

SCHEDULE 2

Hourly Labor, Equipment, and Material Price Schedule

Equipment Type With Operator	Estimated	Hourly Labor	Total
Air Curtain Burner, Self-Contained System	140	\$72.00	\$10,080.00
50' Bucket Truck	140	\$168.00	\$23,520.00
Crash Truck w/Impact Attenuator	70	\$93.60	\$6,552.00
Dozer, Tracked, D3 or Equivalent	70	\$120.00	\$8,400.00
Dozer, Tracked, D4 or Equivalent	70	\$132.00	\$9,240.00
Dozer, Tracked, D5 or Equivalent	70	\$144.00	\$10,080.00
Dozer, Tracked, D8 or Equivalent	70	\$168.00	\$11,760.00
Dump Truck, 16 +/- CY	70	\$60.00	\$4,200.00
Dump Truck, 20 +/- CY	70	\$72.00	\$5,040.00
Dump Truck, 38 +/- CY	70	\$96.00	\$6,720.00
Generator, 5.5 kW, List kW Capacity	70	\$36.00	\$2,520.00
Generator, 200 kW, List kW Capacity	70	\$84.00	\$5,880.00
Generator, 2,500 kW, List kW Capacity	70	\$480.00	\$33,600.00
Light Plant with Fuel and Support	140	\$19.20	\$2,688.00
Grader w/12' Blade (Min. 30,000 LB)	70	\$114.00	\$7,980.00
Hydraulic Excavator, 1.5 CY	70	\$102.00	\$7,140.00
Hydraulic Excavator, 2.5 CY	70	\$120.00	\$8,400.00
Knuckleboom Loader	140	\$96.00	\$13,440.00
Lowboy Trailer w/Tractor	70	\$108.00	\$7,560.00
Mobile Crane up to 15 Ton	70	\$150.00	\$10,500.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$39.60	\$2,772.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$64.80	\$4,536.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$96.00	\$6,720.00
Vac Truck (Mist Capacity), List Capacity	70	\$168.00	\$11,760.00
Pickup Truck, 1 Ton	70	\$19.20	\$1,344.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$90.00	\$6,300.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$102.00	\$7,140.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$78.00	\$5,460.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$90.00	\$6,300.00
Tub Grinder, 800 to 1,000 HP	140	\$600.00	\$84,000.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$132.00	\$9,240.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$144.00	\$10,080.00
Truck, Flatbed	70	\$60.00	\$4,200.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	140	\$48.00	\$6,720.00
Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	\$72.00	\$10,080.00
Wheel Loader, 3 CY, 152 HP	70	\$108.00	\$7,560.00
Wheel Loader, 4.0 CY, 200 HP	70	\$144.00	\$10,080.00
Wheel Loader-Backhoe, 1.5 CY, 95 HP	70	\$84.00	\$5,880.00
Other – Please List			

Labor Category	Estimated Hours	Hourly Labor Rate	Hourly Labor Rate
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Operations Manager w/Cell Phone and .5 ton Pickup	70	\$66.00	\$4,620.00
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew	140	\$54.00	\$7,560.00
Tree Climber/Chainsaw and Gear	350	\$108.00	\$37,800.00
Laborer w/Chain Saw	350	\$38.40	\$13,440.00
Laborer w/Small Tools, Traffic Control, or Flag person	350	\$33.60	\$11,760.00
Bonded and Certified Security Personnel	140	\$60.00	\$8,400.00
Other – Please List			

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	350	\$288.00	\$100,800.00
Other – Please List			

City of La Marque Emergency RFP #17-03
Disaster Debris Clearance and Removal Services

Vendor Name: DRC Emergency Services, LLC

SCHEDULE 1 - UNIT RATE PRICE					
2.2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS) or End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	\$7.45	\$7.45	\$7.45	\$7.45	\$59.60
16 to 30 miles	\$7.45	\$7.45	\$7.45	\$7.45	\$59.60
31 to 60 miles	\$7.45	\$7.45	\$7.45	\$7.45	\$59.60
Greater than 60 miles	\$7.45	\$7.45	\$7.45	\$7.45	\$59.60
2.3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	\$10.78	\$10.78	\$10.78	\$10.78	\$66.36
16 to 30 miles	\$10.78	\$10.78	\$10.78	\$10.78	\$66.36
31 to 60 miles	\$10.78	\$10.78	\$10.78	\$10.78	\$66.36
Greater than 60 miles	\$10.78	\$10.78	\$10.78	\$10.78	\$66.36
2.4 Demolition, Removal, Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	\$15.48	\$15.48	\$15.48	\$15.48	\$100.62
16 to 30 miles	\$15.48	\$15.48	\$15.48	\$15.48	\$100.62
31 to 60 miles	\$15.48	\$15.48	\$15.48	\$15.48	\$100.62
Greater than 60 miles	\$15.48	\$15.48	\$15.48	\$15.48	\$100.62

2.5 Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	\$27.86	\$32.86	\$29.86	\$27.86	\$167.16
16 to 30 miles	\$27.86	\$32.86	\$29.86	\$27.86	\$167.16
31 to 60 miles	\$27.86	\$32.86	\$29.86	\$27.86	\$167.16
Greater than 60 miles	\$27.86	\$32.86	\$29.86	\$27.86	\$167.16
2.6 DMS Management and Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
	\$2.50	\$2.50	\$2.50	\$2.50	\$14.98
2.7 DMS, Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
	\$2.50	\$0.50	\$0.50	\$0.50	\$4.00
2.8 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.					
	\$ Per Cubic-Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
	\$0.25	\$0.25	\$0.25	\$0.25	\$2.50

2.9 Haul-out of Reduced Debris to a End User Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User					
	\$ Per Cubic-Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternative)
0 to 15 miles	\$4.40	\$4.40	\$4.40	\$4.40	\$36.00
16 to 30 miles	\$4.40	\$4.40	\$4.40	\$4.40	\$36.00
31 to 60 miles	\$4.40	\$4.40	\$4.40	\$4.40	\$36.00
Greater than 60 miles	\$4.40	\$4.40	\$4.40	\$4.40	\$36.00
2.10 Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.					
	\$ Per Tree				
6 inch to 12.99 inch diameter	\$20.00				
13 inch to 24.99 inch diameter	\$50.00				
25 inch to 36.99 inch diameter	\$95.00				
37 inch to 48.99 inch diameter	\$155.00				
49 inch and larger diameter	\$195.00				
Hanger Removal (per Tree)	\$65.00				
2.11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.					
	\$ Per Stump				
24.1 inch to 36.99 inch diameter	\$120.00				
37 inch to 48.99 inch diameter	\$150.00				
49 inch and larger diameter	\$180.00				
2.12 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for recycling. Contractor shall be responsible for recovering/disposing reffridgerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the End User approved DMS to a <u>End User approved facility for recycling.</u>					
	\$ Per Unit				
Reffridgerators and freezers requiring reffridgerant recovery and	\$75.00				
Washers, dryers, stoves, ovens, AC units, and hot water heaters	\$35.00				

2.13 Used Electronics Removal Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.	\$ Per Unit	
	\$30.00	
2.14 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill.	\$ Per Pound	
	\$9.95	
2.15 Abandoned Vehicle and Vessel Removal Work consists of the removal and transport of eligible abandoned vehicles and vessels.	\$ Per Unit	
Passenger Car	\$195.00	
Single Axle	\$255.00	
Vessels less than 20 linear feet	\$500.00	
Vessels 21 linear feet and greater	\$1,000.00	
Double Axle	\$550.00	
2.16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	\$ Per Pound	
	\$4.95	

SCHEDULE 2

Hourly Labor, Equipment, and Material Price Schedule

Equipment Type With Operator	Estimated	Hourly Labor	Total
Air Curtain Burner, Self-Contained System	140	\$ 125.00	\$ 17,500.00
50' Bucket Truck	140	\$ 145.00	\$ 20,300.00
Crash Truck w/Impact Attenuator	70	\$ 95.00	\$ 6,650.00
Dozer, Tracked, D3 or Equivalent	70	\$ 85.00	\$ 5,950.00
Dozer, Tracked, D4 or Equivalent	70	\$ 130.00	\$ 9,100.00
Dozer, Tracked, D5 or Equivalent	70	\$ 180.00	\$ 12,600.00
Dozer, Tracked, D8 or Equivalent	70	\$ 200.00	\$ 14,000.00
Dump Truck, 16 +/- CY	70	\$ 110.00	\$ 7,700.00
Dump Truck, 20 +/- CY	70	\$ 120.00	\$ 8,400.00
Dump Truck, 38 +/- CY	70	\$ 140.00	\$ 9,800.00
Generator, 5.5 kW, List kW Capacity	70	\$ 15.00	\$ 1,050.00
Generator, 200 kW, List kW Capacity	70	\$ 65.00	\$ 4,550.00
Generator, 2,500 kW, List kW Capacity	70	\$ 95.00	\$ 6,650.00
Light Plant with Fuel and Support	140	\$ 55.00	\$ 7,700.00
Grader w/12' Blade (Min. 30,000 LB)	70	\$ 65.00	\$ 4,550.00
Hydraulic Excavator, 1.5 CY	70	\$ 135.00	\$ 9,450.00
Hydraulic Excavator, 2.5 CY	70	\$ 145.00	\$ 10,150.00
Knuckleboom Loader	140	\$ 150.00	\$ 21,000.00
Lowboy Trailer w/Tractor	70	\$ 135.00	\$ 9,450.00
Mobile Crane up to 15 Ton	70	\$ 135.00	\$ 9,450.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ 100.00	\$ 7,000.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ 150.00	\$ 10,500.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ 200.00	\$ 14,000.00
Vac Truck (Mist Capacity), List Capacity	70	\$ 185.00	\$ 12,950.00
Pickup Truck, 1 Ton	70	\$ 20.00	\$ 1,400.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$ 85.00	\$ 5,950.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$ 95.00	\$ 6,650.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$ 85.00	\$ 5,950.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$ 95.00	\$ 6,650.00
Tub Grinder, 800 to 1,000 HP	140	\$ 320.00	\$ 44,800.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$ 155.00	\$ 10,850.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$ 165.00	\$ 11,550.00
Truck, Flatbed	70	\$ 95.00	\$ 6,650.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	140	\$ 95.00	\$ 13,300.00
Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	\$ 85.00	\$ 11,900.00
Wheel Loader, 3 CY, 152 HP	70	\$ 150.00	\$ 10,500.00
Wheel Loader, 4.0 CY, 200 HP	70	\$ 160.00	\$ 11,200.00
Wheel Loader-Backhoe, 1.5 CY, 95 HP	70	\$ 120.00	\$ 8,400.00
Other – Please List		N/A	N/A

Labor Category	Estimated Hours	Hourly Labor Rate	Hourly Labor Rate
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Operations Manager w/Cell Phone and .5 ton Pickup	70	\$ 75.00	\$ 5,250.00
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew	140	\$ 60.00	\$ 8,400.00
Tree Climber/Chainsaw and Gear	350	\$ 90.00	\$ 31,500.00
Laborer w/Chain Saw	350	\$ 45.00	\$ 15,750.00
Laborer w/Small Tools, Traffic Control, or Flag person	350	\$ 35.00	\$ 12,250.00
Bonded and Certified Security Personnel	140	\$ 70.00	\$ 9,800.00
Other – Please List		N/A	N/A

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	350	\$ 255.00	\$ 89,250.00
Other – Please List			

City of La Marque Emergency RFP #17-03
Disaster Debris Clearance and Removal Services

Vendor Name: TFL Enterprises, Inc.

SCHEDULE 1 - UNIT RATE PRICE					
2.2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS) or End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	8.50	8.50	8.50	8.50	
16 to 30 miles	9.50	9.50	9.50	9.50	
31 to 60 miles	9.50	9.50	9.50	9.50	
Greater than 60 miles	9.50	9.50	9.50	9.50	
2.3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	9.00	9.00	9.00	9.00	
16 to 30 miles	10.00	10.00	10.00	10.00	
31 to 60 miles	10.00	10.00	10.00	10.00	
Greater than 60 miles	10.00	10.00	10.00	10.00	
2.4 Demolition, Removal, Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a End User approved final disposal site.					
	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	19.00	19.00	19.00	19.00	
16 to 30 miles	22.00	22.00	22.00	22.00	
31 to 60 miles	25.00	25.00	25.00	25.00	
Greater than 60 miles	29.00	29.00	29.00	29.00	

2.5 Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	26.00	26.00	26.00	26.00	
16 to 30 miles	29.00	29.00	29.00	29.00	
31 to 60 miles	31.00	31.00	31.00	31.00	
Greater than 60 miles	36.00	36.00	36.00	36.00	
2.6 DMS Management and Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	2.00 \$ Per Cubic Yard (CY)	2.00 Low Range 0-100k CY	2.00 Mid Range 100k-500k CY	2.00 High-Range 500k+ CY	\$ Per Ton (Alternate)
2.7 DMS, Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
	1.75	1.75	1.75	1.75	
2.8 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	\$ Per Cubic-Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
	1.00	1.00	1.00	1.00	

2.9 Haul-out of Reduced Debris to a End User Approved Final Disposal Site			Mid Range 100k-500k CY	High-Range 500k+ CY	
Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User	\$ Per Cubic-Yard (CY)	Low Range 0-100k CY			\$ Per Ton (Alternative)
0 to 15 miles	4.00	4.00	4.00	4.00	
16 to 30 miles	5.00	5.00	5.00	5.00	
31 to 60 miles	6.00	6.00	6.00	6.00	
Greater than 60 miles	7.00	7.00	7.00	7.00	
2.10 Removal of Hazardous Trees and Limbs					
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.	\$ Per Tree				
6 inch to 12.99 inch diameter	100.00				
13 inch to 24.99 inch diameter	300.00				
25 inch to 36.99 inch diameter	500.00				
37 inch to 48.99 inch diameter	700.00				
49 inch and larger diameter	800.00				
Hanger Removal (per Tree)	110.00				
2.11 Removal of Hazardous Stumps					
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	\$ Per Stump				
24.1 inch to 36.99 inch diameter	200.00				
37 inch to 48.99 inch diameter	300.00				
49 inch and larger diameter	400.00				
2.12 ROW White Goods Debris Removal					
Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for recycling. Contractor shall be responsible for recovering/disposing reffridgerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the End User approved DMS to a End User approved facility for recycling.	\$ Per Unit				
Reffridgerators and freezers requiring reffridgerant recovery and	110.00				
Washers, dryers, stoves, ovens, AC units, and hot water heaters	75.00				

2.13 Used Electronics Removal Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.	\$ Per Unit	
	10.00	
2.14 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill.	\$ Per Pound	
	1.00	
2.15 Abandoned Vehicle and Vessel Removal Work consists of the removal and transport of eligible abandoned vehicles and vessels.	\$ Per Unit	
Passenger Car	350.00	
Single Axle	175.00	
Vessels less than 20 linear feet	425.00	
Vessels 21 linear feet and greater	675.00	
Double Axle	490.00	
2.16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	\$ Per Pound	
	1.00	

SCHEDULE 2
Hourly Labor, Equipment, and Material Price Schedule

Equipment Type With Operator	Estimated	Hourly Labor	Total
Air Curtain Burner, Self-Contained System	140	90.00	12,600.00
50' Bucket Truck	140	285.00	39,900.00
Crash Truck w/Impact Attenuator	70	200.00	14,000.00
Dozer, Tracked, D3 or Equivalent	70	95.00	6,650.00
Dozer, Tracked, D4 or Equivalent	70	135.00	9,450.00
Dozer, Tracked, D5 or Equivalent	70	165.00	11,550.00
Dozer, Tracked, D8 or Equivalent	70	260.00	18,200.00
Dump Truck, 16 +/- CY	70	200.00	14,000.00
Dump Truck, 20 +/- CY	70	210.00	14,700.00
Dump Truck, 38 +/- CY	70	230.00	16,100.00
Generator, 5.5 kW, List kW Capacity	70	240.00	16,800.00
Generator, 200 kW, List kW Capacity	70	100.00	7,000.00
Generator, 2,500 kW, List kW Capacity	70	200.00	14,000.00
Light Plant with Fuel and Support	140	400.00	56,000.00
Grader w/12' Blade (Min. 30,000 LB)	70	90.00	6,300.00
Hydraulic Excavator, 1.5 CY	70	170.00	11,900.00
Hydraulic Excavator, 2.5 CY	70	145.00	10,150.00
Knuckleboom Loader	140	195.00	27,300.00
Lowboy Trailer w/Tractor	70	375.00	26,250.00
Mobile Crane up to 15 Ton	70	110.00	7,700.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	200.00	14,000.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	300.00	21,000.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	460.00	28,000.00
Vac Truck (Mist Capacity), List Capacity	70	300.00	21,000.00
Pickup Truck, 1 Ton	70	100.00	7,000.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	145.00	10,150.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	165.00	11,550.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	175.00	12,250.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	185.00	12,950.00
Tub Grinder, 800 to 1,000 HP	140	300.00	42,000.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	145.00	10,150.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	165.00	11,550.00
Truck, Flatbed	70	185.00	12,950.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	140	150.00	21,000.00
Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	110.00	15,400.00
Wheel Loader, 3 CY, 152 HP	70	160.00	11,200.00
Wheel Loader, 4.0 CY, 200 HP	70	190.00	13,300.00
Wheel Loader-Backhoe, 1.5 CY, 95 HP	70	230.00	16,100.00
Other - Please List			

Labor Category	Estimated Hours	Hourly Labor Rate	Hourly Labor Rate
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Operations Manager w/Cell Phone and .5 ton Pickup	70	90.00	6,300.00
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew	140	70.00	9,800.00
Tree Climber/Chainsaw and Gear	350	70.00	24,500.00
Laborer w/Chain Saw	350	45.00	15,750.00
Laborer w/Small Tools, Traffic Control, or Flag-person	350	40.00	14,000.00
Bonded and Certified Security Personnel	140	50.00	7,000.00
Other – Please List			

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	350	550.00	192,500.00
Other – Please List			



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017
 Prepared by: Robin Eldridge
 Department: City Clerk/City Council

Agenda item: 10a
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2017-0021**, approving the Commissioners' Court of Galveston County nomination of members for re-appointment and appointment to the United Board of Health

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Letter
3. Email

STAFF BRIEFING:

- In accordance with the Health District Interlocal Agreement, the Commissioners' Court of Galveston County submits member governments' nominees for United Board of Health Positions.
- Approval by a majority of the member governments is required to confirm appointment of each board member.

HISTORY:

- December 2002 – The City of La Marque signed the Health District Agreement along with several surrounding cities located in Galveston County.

TARGET IMPLEMENTATION: September 11, 2017

SIGNIFICANT ACTION DATES:

- **August 15, 2017** – The Commissioner's Court nominated the individuals in the attached Resolution

Action:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other (be Specific)

☒

Check box if there is no conflict with City Charter, ordinances, resolutions, or policies, procedures.

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-2017-0021**, approving the Commissioners' Court of Galveston County nomination of members for re-appointment and appointment to the United Board of Health

FISCAL IMPACT: NA

RESOLUTION NO. R-2017-0021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE IN SUPPORT OF THE GALVESTON COUNTY COMMISSIONERS COURT RECOMMENDED LIST OF REAPPOINTMENTS AND APPOINTMENTS TO THE UNITED BOARD OF HEALTH

WHEREAS, members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and confirmed by the Member Governments of the Health District, and

WHEREAS, the appointment of members are under consideration, and

WHEREAS, the Galveston Commissioner's Court has made nominations,

NOW, THEREFORE BE IT RESOLVED BY THE LA MARQUE CITY COUNCIL, that this body endorses the following appointments:

Term will be May 1, 2017 – April 30, 2019

<u>Name</u>	<u>Represents</u>
Eric Froeschner	Citizen at Large (re-appointment)
Dr. Ben Raimer	UTMB (re-appointment)
Dr. John Hackbarth	Dentist (re-appointment)
Vanessa Johnson	Interested Citizen (new appointment)

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

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

GALVESTON COUNTY HEALTH DISTRICT
Protecting and Promoting the Optimal Health and Well-Being of Galveston County

Ben G. Raimer, MD
Chair, United Board of Health

Philip Keiser, MD
Local Health Authority



Kathy Barroso, CPA
Chief Executive Officer

TO: Mayors and City Council Members of Member Cities

FROM: Kathy Barroso, CPA *KB*
Chief Executive Officer

DATE: August 21, 2017

SUBJECT: United Board of Health Appointments & Re-Appointments

In accordance with the Health District Interlocal Agreement executed December 2002, the Commissioners' Court of Galveston County will submit member governments nominees for United Board of Health positions. Approval by a majority of the member governments is required to confirm appointment of each board member.

On Tuesday, August 15, the Commissioners' Court nominated the following:
Term will be May 1, 2017 – April 30, 2019

<u>Name</u>	<u>Represents</u>
Eric Froeschner	Citizen at Large (re-appointment)
Dr. Ben Raimer	UTMB (re-appointment)
Dr. John Hackbarth	Dentist (re-appointment)
Vanessa Johnson	Interested Citizen (new appointment)

Please consider this request at your next City Council meeting and return a copy of the signed resolution by mail, fax or email to Amanda Wolff, Executive Assistant, P.O. Box 939, La Marque, TX 77568 (409)-938-2273 or execassl@gchd.org. For your convenience a draft resolution and information on members are attached. If you have any questions, please feel free to contact Amanda Wolff or myself at (409) 938-2273.

Attachments

Public Health Services • Coastal Health & Wellness • Emergency Medical Services • Animal Resource Center
*The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas.
GCHD provides services and programs that protect the everyday health and well-being of Galveston County.*
P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

www.gchd.org



VANESSA L. JOHNSON, MBA, JD, LLM-TAX LAW, LLM-HEALTH LAW

Assistant Professor of Legal Studies
www.linkedin.com/in/vanessaljohnson/

University of Houston Clear Lake
College of Business
2700 Bay Area Blvd.
Houston, TX 77058

EDUCATION

University of Houston Law Center
Master of Laws – Tax Law
Master of Laws – Health Law
Juris Doctorate

Houston, TX
May 2015
May 2015
May 2006

New York University – Stern School of Business
Master of Business Administration

New York, NY
May 2001

Tulane University
Bachelor of Science in Management (cum laude)

New Orleans, LA
August 1995

RESEARCH/PUBLICATIONS

- Alix Valenti & Vanessa L. Johnson, *The Real Impact of EEOC v. ABERCROMBIE & FITCH STORES, INC.: "Look Policies" - Effective Business Strategies or Legal Liabilities?* Corporate Counsel Review (May 2017).
- Vanessa L. Johnson, Marisa Finley & J. James Rohack, *King v. Burwell: The Supreme Court's Missed Opportunity to Cure What Ails Chevron*, 42 J. LEGIS. 101 (2016). Available at: <http://scholarship.law.nd.edu/jleg/vol42/iss1/2>.
- Vanessa L. Johnson, *If There's Mold in Your Workplace Making You Ill, Who Can You Call? Shockingly, Not OSHA!* Health Law Perspectives, University of Houston Law Center Health Law & Policy Institute (October 9, 2015). Available at: <https://www.law.uh.edu/healthlaw/perspectives/>.
- Assisted with statutory updates: E. Bernadette McKinney and William J. Winslade, *The Texas Medical Jurisprudence Examination: A Self-Study Guide*. (14th Ed. 2016).
- Texas Diversity Magazine Articles:
 - *Are LGBTQ Workers Legally Protected from Discrimination?* – June 2017
 - *Corporate Activism for Diversity* – June 2016
 - *How the Supreme Court's Marriage Ruling Will Affect Employers* – May 2016
- BenefitsPro.com Articles:
 - *Top 5 Compliance Concerns for HR Managers* – April 2012
 - *Why Aren't You Offering Pet Insurance?* - October 2011
 - *What Most HR Professionals Don't Know about Unemployment Insurance* - July 2011
 - *Reveal the Value of Health Benefits* - June 2011
 - *Do We Offer a Pension? Are You Kidding Me?* - May 2011

VANESSA L. JOHNSON, MBA, JD, LL.M-TAX LAW, LL.M-HEALTH LAW

Assistant Professor of Legal Studies

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RESEARCH/PUBLICATIONS CONT'D

- Texas C-BAR Legal Minutes:
 - *Missing State Filing Requirements: The Easy Way to Lose Your Charter* (Winter 2008),
 - *T-Shirt Sales – Go Directly to Jail (and Other Consequences of Selling Things): What Nonprofits Need to Know about Texas Sales Tax Collection* (Summer 2007), and
 - *Missing a Filing Deadline: What Nonprofits Need to Know about IRS Form 990* - Spring 2007
- Research Assistant to Marcilynn A. Burke, *Much Ado About Nothing: Kelo v. City of New London, Babbitt v. Sweet Home, and Other Tales from the Supreme Court*, 75 U. CIN. L. REV. 663 (2006).
- Vanessa Johnson. *It's All About the Benjamins: Economic Obstacles Plugging the Diversity Pipeline Into the Practice of Law*. The Modern American, Fall 2005, 8-11. Available at <http://digitalcommons.wcl.american.edu/tma/vol1/iss2/4/>.

WORKS IN PROGRESS

- Alix Valenti & Vanessa L. Johnson, *The Impact of King v. Burwell on Judicial Review of Administrative Action: An Exception to Chevron, A Move from Textualism, or Something Else?* (Forthcoming: The Houston Business and Tax Law Journal (Fall 2017))
- Vanessa L. Johnson, *A Legal and Ethical Analysis of the Emergency Medical Treatment and Labor Act*
- Dorothy Kirkman & Vanessa L. Johnson, *A Critical Assessment of Payday Loans: Helping Millennials Connect the Perspectives*

TEACHING EXPERIENCE

University of Houston – Clear Lake

Assistant Professor of Legal Studies – School of Business

Lecturer of Legal Studies – School of Business

Houston, TX

Fall 2015 - Present

Spring 2015

- Teaching courses in the Legal Studies program, including Legal Environment of Business, Introduction to the Texas Rules of Pre-Trial Civil Procedure, Property Transactions, Legal Concepts for Business Professionals, and The U.S. Constitution & Bill of Rights.

University of Houston - Downtown

Adjunct Faculty – College of Business

Houston, TX

Fall 2014 – Spring 2015

- Taught undergraduate Diversity Management course.

American InterContinental University

Adjunct Faculty – College of Business

Remote/Online

Summer 2010

- Facilitated Legal and Ethical Environment of Business course.

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Assistant Professor of Legal Studies

www.linkedin.com/in/vanessaljohnson/

HONORS/AWARDS/GRANTS

- University of Houston Clear Lake - Transitioning to Online Teaching New Course Development Grant, Spring 2016
- Invited to participate in the 2016 Huber Hurst Research Seminar, February 2016
 - *This intensive research seminar sponsored by the University of Florida's Warrington College of Business provides the opportunity for business law/legal studies scholars to present, discuss, and expand upon nearly completed research papers.*
- The William R. Courtney Centennial Endowed Chair in Medical Humanities Award in Health Ethics, Health Law and Health Policy, May 2015
 - *This Award was established in 2012 by the inaugural holder of the Courtney Chair in Medical Humanities to foster scholarship for individuals interested in pursuing a professional career in ethics, law and/or policy as it impacts healthcare.*
- Robert S. Toth LL.M Writing Award, May 2015
 - *Highest writing achievement for LL.M. students in the Health Law LL.M. program. Dr. Robert S. Toth was the first graduate to receive an LL.M. in Health Law from the UH Law Center in 1993 and established the LL.M. writing award.*

UHCL SERVICE & PROFESSIONAL DEVELOPMENT

- Participating in recruiting activities for Dean Search
 - Attended presentations of Dr. Waller and Dr. Yeh
 - Attended faculty forum of Dr. Stafford
 - Associate Editor, Small Business Institute Journal, December 2016 -Present
 - Participated in the Southwestern Business Administration Teaching Conference, October 2016
 - Presented *A Critical Assessment of Payday Loans: Helping Millennials Connect the Perspectives*
 - Completed QEP Cohort 4: Syllabus Development and Critical Thinking Best Practices, October 2016
 - Participated in the Texas Academic Support & Legal Writing Scholars Colloquium, September 2016
 - Presented *If There's Mold in Your Workplace Making You Ill, Who Can You Call? Shockingly, Not OSHA!*
 - Participated in the Second Annual Texas Legal Scholars Workshop, August 2016
 - Presented *The Unconstitutionality of EMTALA*
 - Attended the Academy of Legal Studies in Business National Conference, August 2016
 - Presented *The Impact of EEOC v. Abercrombie and Fitch Stores, Inc. on Employers' Duty to Accommodate Religion in the Workplace* with Alix Valenti
 - Attended 36th Annual International Conference on Critical Thinking and Educational Reform, July 2016
 - Attended UHCL Commencement Ceremony, Spring 2016, Fall 2016, and Spring 2017
 - Served as UHCL Representative at Gulf Coast Symposium on HR Issues, May 2016 & 2017
 - Attended 2nd Annual UH System Innovative Teaching and Learning Symposium, April 2016
-

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UHCL SERVICE & PROFESSIONAL DEVELOPMENT. CONT'D

- Attended the Beta Gamma Sigma Induction Ceremony, April 2015, 2016 & 2017
- Attended the 27th Annual Chili Cook-Off, April 2016
- Completed QEP Cohort 4: Learning Outcomes, Assignments, and Assessment, March 2016
- Attended Legal Studies Curriculum Development Meetings, February 2016
- UH Health Programs Collaboration Group, February 2016 - Present
- Foundations of Excellence – Faculty Culture Committee Member, 2015-2016
- Assurance of Learning (AOL) Committee Member, 2015-2016
- Legal Studies Faculty Representative, UHCL Open Houses – Spring 2015, Fall 2016
- Completed QEP Cohort 4: Teaching for Critical Thinking, October 2015
- Completed QEP Cohort 4: Critical Thinking in a Discipline, October 2015
- Attended Scholarly Lecture Series: The Science of Team Science, Presenter: Dr. Alix Valenti, Oct. 2015
- Legal Studies Faculty Representative, Pasadena Bar Association's 2015 Meet and Mingle Judges Mixer, August 2015
- Attended Student Engagement and Success Speaker Series: Building a Foundation for Student Success, Presenter: Dr. Vincent Tinto, August 2015
- Attended the Academy of Legal Studies in Business National Conference, August 2015
- Legal Studies Faculty Representative, Communities in Schools, ACE, and UHCL Constitutional Literacy Programs, Summer 2015
- Attended The 38th Annual Health Law Professors Conference, June 2015

OTHER SERVICE & PROFESSIONAL DEVELOPMENT

- Member of the Editorial Board of the Diversity Research Institute Journal – June 2016 - Present
- Member of the State Bar of Texas Law Focused Education Committee – June 2016 - Present

LICENSES/CERTIFICATIONS

- Society for Human Resource Management – Senior Certified Professional (SHRM-SCP) – 2015 - Present
- Compensation Management Specialist Designation (CMS) – 2013 - Present
- Global Mobility Specialist (GMS) – 2013 - 2015
- California Human Resources Professional (CHR) – 2012 - Present
- Global Professional in Human Resources (GPHR) – 2010 - Present
- Senior Professional in Human Resources (SPHR) – 2009 - Present
- Texas General Lines Agent – Property and Casualty – 2010 – Present
- State Bar of Texas – Attorney and Counselor at Law - 2006 – Present
- Texas General Lines Agent – Life, Accident, Health and HMO - 2002 – Present
- Texas Real Estate Salesperson 2002 – 2008; Individual Broker – 2008 – Present

PROFESSIONAL EXPERIENCE

PROS, Inc.

Houston, TX

HR Business Partner/Global Mobility Compliance Officer

2012 – 2013

- Human Resources Business Partner that supported Professional Services (Strategic Pricing, Program Management, and Implementation Consulting).
- Solely responsible for Global Mobility function and tasked with developing its infrastructure and identifying and correcting visa & immigration compliance issues.

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Assistant Professor of Legal Studies

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PROFESSIONAL EXPERIENCE, CONT'D

Weatherford International

Houston, TX

Senior Human Resources Generalist

2010 – 2012

- Managed strategic and tactical human resources needs of 500+ corporate and global employees.
- Supported Senior Level Executives, including Corporate Directors, Vice-Presidents, and General Counsel.

Associated Air Center

Dallas, TX

Human Resources and Training Manager

2008 – 2010

- Managed strategic and tactical human resources needs of managers and employees of VIP Completion Center (\$300M subsidiary of Dubai Aerospace Enterprises).
- Served as Division Ethics & Compliance Representative, responsible for conducting investigations and managing all aspects of the compliance function.
- Designed and delivered training courses, including: Maintenance Human Factors, Employee Free Choice Act, Earned Value Management, KRONOS Labor Collection System, Powered Industrial Trucks (forklifts) (e-learning course), Elevated Work Platforms (e-learning), and Electrical Bonding.

Texas C-Bar/Texas Riogrande Legal Aid

Houston, TX

Staff Attorney

2007 – 2008

- Liaised with law firms and corporate legal departments that participated in statewide non-profit's pro bono program.
- Delivered transactional legal services to non-profits, such as: drafting and reviewing organizational documents, policies, and contracts and advising on employment, federal taxation, and compliance issues.
- Instructed and managed client/attorney seminars, and wrote/published legal manuals for clients/volunteers.

Chamberlain Hrdlicka

Houston, TX

Summer Associate

Summer 2005

- Researched and produced memos, trial and corporate documents to assist attorneys with employment, commercial, and tax litigation, estate planning, and real estate transactions.

Epstein Becker Green Wickliff & Hall

Houston, TX

Summer Associate

Summer 2004

- Researched and produced memos and trial documents to assist attorneys with a variety of legal issues, including real property, intellectual property (copyright infringement), employment law, and business torts.

Raytheon Company

Waco, TX

HR Generalist/HR Leadership Development Program

2000 – 2002

- Performed compensation responsibilities, including completing a Raytheon Six Sigma project to redesign the promotion request procedure, performing compensation analyses, and leading the annual performance appraisal and merit increase processes.
- Responsible for benefits function, including managing the mid-year, medical insurance conversion and open-enrollment processes and handling employee benefits questions/concerns.

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Assistant Professor of Legal Studies

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PROFESSIONAL EXPERIENCE, CONT'D

Quaker State Corporation

Dallas, TX

Sales Development & Training Specialist

1997-1999

- Developed, designed, and delivered corporate and sales training programs, which included product and technical, presentation and selling skills, diversity, negotiation, and management courses.
- Coordinated regional and national tradeshows.

Frito-Lay, Inc.

Houston, TX

Sales Management Trainee/New Products Coordinator

1996-1997

- Developed sales communications, account specific sales growth tools, and promotion/execution guides for area zone sales leaders, key account managers, district sales leaders, and sales representatives.
- Sold and executed national/regional marketing programs and promotions.

PROFESSIONAL PRESENTATIONS

- Speaker, Academy of Legal Studies in Business Annual Conference, *The Impact of EEOC v. Abercrombie and Fitch Stores, Inc. on Employers' Duty to Accommodate Religion in the Workplace*, August 2016
- Speaker, ComedyCE Health Reform 2016 Virtual Conference, *You're Not an Attorney, Quit Acting Like One*, January 2016
- Speaker, San Antonio Association of Health Underwriters, *King v. Burwell*, May 2015
- Speaker, ComedyCE webinar, *King v. Burwell*, March 2015

CIVIC INVOLVEMENT/PROFESSIONAL ASSOCIATIONS

- Member of the Board of Directors, Bridge Builder Charity Foundation, 2016– Present
- Texas State Bar College, 2016
- Houston Bar Association, 2015 – Present
- Member, Academy of Legal Studies in Business, 2015 – Present
- Member, American Society of Law, Medicine & Ethics, 2015 - 2016
- Mentor, University of Houston Law Center's Juvenile & Capital Advocacy Project, WALIPP Preparatory Academy, Spring 2015
- Leadership Houston Graduate, Class XXIX, June 2011
 - o Class project: *The Palmetto Multi-sensory Trail at the Houston Arboretum*, <http://www.houstonarboretum.org/visit/plan-your-visit/trails>.
- Member of the Board of Directors, Avenue CDC, 2011 – 2012
- Member of the Board of Directors, Builders of Hope CDC, 2009 – 2010
- United Way of Greater Houston's Project Blueprint Graduate, Class XXVII, May 2008
- Texas State Bar, 2006 – Present

Robin Eldridge

From: Amanda Wolff <awolff@gchd.org>
Sent: Monday, August 21, 2017 2:14 PM
Cc: Kathy Barroso
Subject: UBOH Appointment and Re-appointments
Attachments: UBOH Appointments and Re Appointments 2017.pdf
Importance: High

Good afternoon Cities of Galveston County,

In accordance with the Health District Interlocal Agreement executed December 2002, the Commissioners' Court of Galveston County will submit member government's nominees for United Board of Health positions. Approval by a majority of the member governments is required to confirm appointment of each board member.

On Tuesday, August 15th, the Commissioners' Court nominated the following:

Term will be May 1, 2017 – April 30, 2019

Name	Represents
Eric Froeschner	Citizen at Large (re-appointment)
Dr. Ben Raimer	UTMB (re-appointment)
Dr. John Hackbarth	Dentist (re-appointment)
Vanessa Johnson	Interested Citizen (new appointment)

Please consider this request at your next City Council meeting and return a copy of the signed resolution by mail, fax or email to Amanda Wolff, Executive Assistant, P.O. Box 939, La Marque, TX 77568 (409)-938-2273 or execasst@gchd.org. For your convenience a draft resolution (page 2) and information on the new member appointment is attached. If you have any questions, please feel free to contact me at (409) 938-2273.

Thank you,



Amanda Wolff
Executive Assistant III
Galveston County Health District
409-938-2273 (o)
409-938-2243 (f)
gchd.org | [facebook](https://www.facebook.com/gchd) | [twitter](https://twitter.com/gchd)

Mission: *Protecting and Promoting the optimal health and well-being of Galveston County.*

CONFIDENTIALITY STATEMENT: *This message, as well as any attached document, may contain information from the Galveston County Health District (GCHD) that is confidential and/or privileged, or may contain Client/Patient privileged information. If you are not the intended recipient, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited.*



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017
Prepared by: Robin Eldridge
Department: City Clerk/City Council

Agenda item: 10b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2017-0022**, nominating Bruce Clawson to appear on the ballot of the Board of Directors of the Galveston Central Appraisal District for two year terms, beginning January 1, 2018 through December 31, 2019.

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Letter from Galveston County Central Appraisal District
3. Nominating Form
4. Voter Allocations
5. Board of Directors Election – Formula of Voting Entitlement

STAFF BRIEFING:

- The Board of Directors of the Galveston Central Appraisal District consists of five members who will serve two year terms beginning January 1, 2018 through December 31, 2019.
- In accordance with Sec. 6.03 (e) of the Property Tax Code, the Chief Appraiser notifies taxing entities of the number of votes to which each is entitled, receives the nominations, prepares and distributes the ballot, counts votes, and announces winners

HISTORY:

- Current members of the Board of Directors are: David A. Moss (Chairman); Clay Morrison (Vice Chairman); Scott Mast (Secretary); Kevin G. Corcoran (Member); Victor Pierson (Member); and Member ex-officio: Cheryl E. Johnson
- On September 23, 2014, City Council nominated Gary A. Jones to appear on the ballot to the Board of Directors of the Galveston Central Appraisal District
- The City of La Marque can nominate up to five (5) nominees and can distribute the votes as approved by City Council.
- Recommendation is to nominate Bruce Clawson

TARGET IMPLEMENTATION: September 11, 2017

SIGNIFICANT ACTION DATES:

- **October 15, 2017** – Deadline that each entity must return the nominations and the resolution (s) to Galveston Central Appraisal District
- **October 31, 2017** – Deadline to deliver an alphabetized ballot.
- **December 15, 2017** – Deadline to submit the City's vote and resolution to the Chief Appraiser.



CITY COUNCIL AGENDA FORM

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	

STAFF'S RECOMMENDATION: Motion to adopt Resolution **R-2017-0022**, nominating Bruce Clawson to appear on the ballot of the Board of Directors of the Galveston Central Appraisal District for two year terms, beginning January 1, 2018 through December 31, 2019.

FISCAL IMPACT: NA

RESOLUTION NO. R-2017-0023

**A RESOLUTION OF THE CITY OF LA MARQUE NOMINATING MEMBER (S)
TO APPEAR ON THE BALLOT OF THE BOARD OF DIRECTORS OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT 2018-2019**

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2018 through December 31, 2019; and

WHEREAS, the City of La Marque is a voting unit entitled to nominate one (1) candidate for each position to be filled, up to five (5) nominees, if so desired, to appear on a ballot submitted by the Galveston Central Appraisal District.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT THAT:

The nominee (s) is/are exhibited in the attached Nomination Form, and shall be submitted by the City of La Marque, Texas to the Galveston Central Appraisal District.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque, Texas, on 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



GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591
Telephone: (409) 935-1980 or toll free (866) 277-4725
Fax: (409) 935-4319

August 14, 2017

The Honorable Bobby Hocking
Mayor, City of La Marque
1111 Bayou
La Marque, TX 77568

Dear Mayor Hocking:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 1, 2018 through December 31, 2019.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2016 tax levy (*Vote Allocation enclosed*), receives nominations, prepares and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with the **written resolution**. Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15, 2017**. You may also email the nominations to us at GCAD@galvestoncad.org.

An alphabetized ballot will be delivered to you before October 31st. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 15th**.

I have enclosed a *Calendar of Events* of the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Tommy Watson".

Tommy Watson
Chief Appraiser

TW:jw
Enclosures

CC: Ms. Carol Butler, City Manager

GALVESTON CENTRAL APPRAISAL DISTRICT

2018-2019 Board of Directors Election

NOMINATION

VOTING UNIT

City of La Marque

You may nominate up to (5) five **before October 15, 2017.**

NOMINEE(S)

1. _____
Name

Address

Telephone Number
2. _____
Name

Address

Telephone Number
3. _____
Name

Address

Telephone Number
4. _____
Name

Address

Telephone Number
5. _____
Name

Address

Telephone Number

Please note: The written resolution showing the nominee's name is required.

Voter Allocations
2018-2018 GCAD Board of Director Elections

	ENTITY	2016 LEVY	Levy / Ttl Levy	1,000	5	Votes
S10	Galveston ISD	\$ 78,020,412	11.932%	119.32332	596.616603	597
S11	Dickinson ISD	\$ 52,294,277	7.998%	79.97813	399.890658	400
S12	Friendswood ISD	\$ 36,281,019	5.549%	55.48768	277.438401	277
S13	High Island ISD	\$ 1,150,083	0.176%	1.75892	8.794604	9
S14	Hitchcock ISD	\$ 9,292,824	1.421%	14.21231	71.061572	71
S16	Clear Creek ISD	\$ 92,335,136	14.122%	141.21606	706.080291	706
S17	Santa Fe ISD	\$ 17,609,562	2.693%	26.93182	134.659082	135
S18	Texas City ISD	\$ 67,171,013	10.273%	102.73040	513.652012	514
C30	City of Galveston	\$ 30,161,269	4.613%	46.12822	230.641103	231
C31	City of Texas City	\$ 23,532,191	3.599%	35.98980	179.949010	180
C32	City of La Marque	\$ 3,770,301	0.577%	5.76625	28.831227	29
C33	City of Hitchcock	\$ 1,498,759	0.229%	2.29218	11.460905	11
C34	City of Jamaica Beach	\$ 739,047	0.113%	1.13029	5.651440	6
C36	City of Dickinson	\$ 3,756,275	0.574%	5.74479	28.723971	29
C37	City of Friendswood	\$ 16,729,784	2.559%	25.58630	127.931482	128
C38	City of Kemah	\$ 599,954	0.092%	0.91756	4.587806	5
C40	City of League City	\$ 40,602,865	6.210%	62.09745	310.487253	310
C54	City of Santa Fe	\$ 2,246,082	0.344%	3.43513	17.175631	17
C56	Village of Tiki Island	\$ 1,232,351	0.188%	1.88474	9.423701	9
C58	City of Bayou Vista	\$ 678,345	0.104%	1.03745	5.187257	5
GGA	GALVESTON COUNTY	\$ 139,376,565	21.316%	213.16056	1065.802790	1,066
RFL	Galveston County Road and Flood	\$ 1,480,863	0.226%	2.26481	11.324055	11
J01	Galveston College	\$ 12,257,095	1.875%	18.74583	93.729143	94
J05	College of the Mainland	\$ 21,041,125	3.218%	32.18000	160.900003	161
	Total Levy Amount Voting Entities:	\$ 653,857,197	100.00%	1000.00	5000.000000	5000

FORMULA:
$$\frac{\text{2016 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy}} \times 1000 = \text{x 5} = \# \text{ of Votes}$$

*Note

C46	City of Clear Lake Shores-No vote since no levy
-----	---

GALVESTON CENTRAL APPRAISAL DISTRICT

2018-2019 Board of Directors Election

Section 6.03 Board of Directors Formula of Voting Entitlement

Step 1	Subsection (d)	$\frac{\text{2016 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy 2016}} \times 1000 = \quad \times 5$
Step 2	Subsection (e)	Chief Appraiser calculates number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement before October 1, 2017 .
Step 3	Subsection (g)	Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser before October 15, 2017 .
Step 4	Subsection (j)	Before October 30 , the Chief Appraiser prepares ballot (<i>alpha order</i>) and delivers it to the presiding officer of each entitled unit.
Step 5	Subsection (k)	Before December 15, 2017 , the governing body shall submit to the Chief Appraiser its vote.
Step 6	Subsection (k)	Chief Appraiser counts votes and submits results to each governing body before December 31, 2017 .



CITY COUNCIL AGENDA FORM

Meeting Date: September 11, 2017
Prepared by: Robin Eldridge
Department: Mayor and City Council

Agenda item: 10c
Reviewed by: Carol Buttler

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
3. Resignation

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.
- There are a few vacant positions available for appointment or reappointment

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:

Some appointments and reappointments have been made throught the year, as vacancies occur.

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	

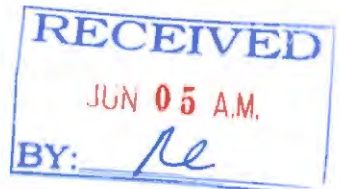


CITY COUNCIL AGENDA FORM

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

**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.

ne

MAR 09 AM
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 J. J. ROUX

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 DUROUX 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**

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.

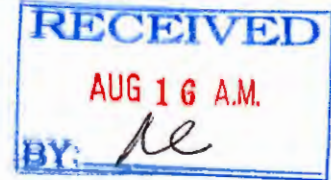
Signature: Nancy Vidotto

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.

**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: Planning & Zoning

Board Preference 2: Building Standards

Name: LOIS M. JONES

Home Address: 2602 Meadow Lane

City: Lamarque Zip: 77568 La Marque Resident: 1 yrs

Home Telephone: 281.995-5807 Home E-mail: _____

Profession: Educational Social Worker

Special Knowledge or Experience applicable to City Board/Commission function: Community Resources Coalition
CPS County Board; Grand Jury Galveston County; ABESAT Board

Other Information (Civic Activities):

Delta Sigma Theta Sorority, Inc., New Vision Baptist Church

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: Lois Jones

Date: 7/17/17

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.

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		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.

BUILDING STANDARDS COMMISSION

BUILDING STANDARDS COMMISSION ORD. #449		Appointed	Expires	Appoints
Deanie Barrett	2603 Cedar	15	19	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.

CEMETERY BOARD

CEMETERY 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. Vacant (Chair)	EXPIRES	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.

CIVIL SERVICE COMMISSION

CIVIL SERVICE COMMISSION Local Govmt. Code & ORD. 821				
		Appointed	Expires	Appoints
1. Maggie Manual	1706 Crockett	16	17	CM
2. J. C. Leggett	1225 Kirsten	16	18	CM
3. Pat Trevasini	2205 Oaklawn	16	19	CM
Patty Rees				

The Civil Service Commission shall consist of three (3) members appointed by the City Manager.

Each January, the Commission must appoint a Chair and Vice Chair.

Chapter 143.006 and 007 - Local Government Code –Terms of Office

The terms of office shall be for three (3) year terms, with no more than one member appointed each year, with the exception of the initial appointments. The initial appointments to the Civil Service Commission shall serve as follows:

- a. One member to serve a one (1) year term
- b. One member to serve a two (2) year term
- c. One member to serve a three (3) year term

Position 1 - 1 year term

Position 2 - 2 year term

Position 3 - 3 year term

CLEAN CITY COMMISSION

CLEAN CITY COMMISSION ORD. #857		Appointed	Expires	Appoints
1. Kimberly Yancy	2602 Meadow Lane	17	19	B
2. Carlos Flores	509 Wisteria	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. Vivian Allen	816 Howell Ave.	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.

ECONOMIC DEVELOPMENT CORPORATION

<i>ECONOMIC DEVELOPMENT CORPORATION – Appointed Expires Appoints</i>					
<i>695 APPOINTED BY CITY COUNCIL</i>					
1	Ron Crowder	4 Chimney Corners	14	20	C
2	Gene Smith	2110 Evergreen	12	18	M
3	Deanie Barrett	2603 Cedar Drive	16	22	A
4	Bobby Hocking	614 Sunset Lane	13	19	B
5	Louis McGaffey	2314 Downey	14	20	D

The Board of Directors shall consist of five (5) directors each of whom shall be appointed by the Governing Body.

Appointments are for six (6) year terms.

PARKS BOARD

PARKS BOARD ORD. #758		Appointed	Expires	Appointment
1. Al Reida	2621 Meadow Lane	17	19	C
2. C.J. Leggett	1225 Kirsten	14	16	B
3. Michael Bock	106 Longridge	15	17	M
4. Bo Hunter	2613 Lake Park Drive	16	18	A
5. Louis McGaffey	2314 Downey	15	17	M
6. Larry Walker	P.O. Box 1785	16	18	D
7. Herbert Franklin	8017 Big Oak Dr. - TX City	15	17	A
ALTERNATE:				
Abby Cash	217 Sarlee	17	19	open

There is hereby established a Parks Board to consist of eight (8) members who shall be appointed by the City Council and shall serve for two year terms.

The members shall serve staggered terms, that is, four (4) members' terms shall expire on odd numbered years and four members' terms shall expire on even number years.

PLANNING & ZONING COMMISSION

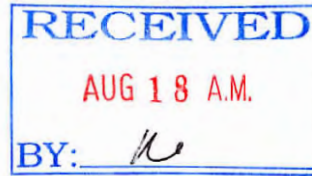
PLANNING & ZONING ORD. # 2014-0023		Appointed	Expires	Appoints
1 Russell E. Washington, Jr.	3012 Cedar	16	18	A
2 Deanna Bethea	621 Westwood Cir.	15	17	B
3 Greg Cornett	1310 Cedar	17	19	C
4 Hugh Cash	217 Sarlee	16	18	M
5 Travis Perthuis	500 Ave. A	17	19	D
ALTERNATES				
#1 Augustino Molis	741 Spoonbill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

August 18, 2017



Mayor Bobby Hocking
1111 Bayou Road
La Marque, TX 77568

Dear Mayor Hocking,

After careful consideration, I have decided to resign from the La Marque Cemetery Board effective immediately. I have served on the Cemetery Board for over seven years in the position of Chairman. I am honored that I was appointed to this board and have been proud to serve alongside the other members. The Cemetery Board has made many accomplishments, improvements, and established many traditions which I hope will continue to be honored.

However, I feel that the time has come for me to resign my position due to personal reasons.

I want to thank you again for the opportunity of serving on the Cemetery Board, and wish its continued success moving forward in the future.

Sincerely,

David G. Pennington

cc:
City Manager
City Clerk