



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: **10.5. 2017** TIME: **4:30 p.m.**

ORDINANCE NO. O-2017-0021
RESOLUTION NO. R-2017-0026

CITY OF LA MARQUE
REGULAR CITY COUNCIL MEETING
AGENDA
October 9, 2017

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular City Council Meeting on Monday, October 9, 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**
Proclamation- Bob and Mary Eaton
Retirement- John Brasher
- (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) MINUTES**
 - a. Regular City Council Meeting Minutes of August 14, 2017
 - b. Special City Council Meeting Minutes of August 21, 2017
 - c. Regular City Council Meeting Minutes of September 11, 2017
 - d. Special City Council Meeting Minutes of September 18, 2017
- (7) PUBLIC HEARING**
 - a. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2017-0013**, amending Sec. 62-51; Maximum limits in school zones generally, and Sec. 62-139;



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Parking prohibited on certain streets during school hours, by adding a new Sec. 62-51; Maximum limits in school zones generally.

- b. Conduct Public Hearing to hear public input regarding 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.
- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-0020**, amending the FY 2016-17 Budget for grants, special (restricted) revenues and related expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit “A”.
- d. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-0021**, amending the entire Article II of Chapter 35, Garbage, Rubbish And Rubble, to rename the Clean City Commission as “Keep La Marque Beautiful Commission,” to restate its purpose, and to provide for additional officer positions.

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-0013**, amending Sec. 62-51; Maximum limits in school zones generally, 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 – Police Chief K. Jackson **THIS IS THE SECOND AND FINAL READING**
- b. Discussion/possible action regarding 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 SECOND AND FINAL READING.**
- c. Discussion/possible action regarding adopting Ordinance No. **O-2017-0020**, amending the FY 2016-17 Budget for grants, special (restricted) revenues and related expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit “A” – Finance Director S. Kou **THIS IS THE SECOND AND FINAL READING.**
- d. Discussion/possible action regarding adopting Ordinance No. **O-2017-0021**, amending the entire Article II of Chapter 35, Garbage, Rubbish And Rubble, to rename the Clean City Commission as “Keep La Marque Beautiful Commission,” to restate its purpose, and to provide for additional officer positions – City Manager C. Buttler **THIS IS THE SECOND AND FINAL READING**

(9) NEW BUSINESS



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- a. Discussion/possible action regarding approving the recommendation of the Cemetery Board to Transfer Cemetery Plot 84, spaces 6-10; and Plot 85, space 10 of the Southeast Quadrant from Truman A. Meadows (Alma Meadows) to Samantha D. and Kadie E. Meadows (granddaughters) – Assistant Public Services Director C. Cary
- b. Discussion/possible action regarding adopting Resolution No. **R-2017-0025**, approving participation in the Texas Cooperative Liquid Assets Securities System Program (Texas CLASS) to provide an option for a short-term, highly liquid investment program, designed specifically for public-sector funds; to provide the opportunity to invest funds on a cooperative basis in short-term investments which are carefully selected to provide maximum safety and liquidity while generating a competitive yield – Finance Director S. Kou
- c. Discussion/possible action regarding approval of a Change Order for LJA Engineering Project No. E019-097D to Texas Pride Utilities, LLC, to increase the original bid of \$554,565.00 by 25% (\$134,714.00) to be added to the City of La Marque Sanitary Sewer Rehabilitation 2016, making total cost of the project \$689,279.00 with an additional 60 days to project completion – Public Services Director L. Rumburg

(10) AWARD OF BID(S)/CONTRACTS

- a. Discussion/possible action regarding approval of annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including, City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations in the amount of \$12,272.16 – Public Services Director L. Rumburg
- b. Discussion/possible action regarding award of LJA Engineering Project No. E019-1003 to To-Mex Construction, LLC, for the cost of construction services necessary for repairs/replacement of segment of City of La Marque Sanitary Sewer Rehabilitation 2016, in the amount of \$545,910.00 – Public Services Director L. Rumburg
- c. Discussion/possible action regarding award of Bid LM #01-18 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$ 41,398.00 – Public Services Director L. Rumburg
- d. Discussion/possible action regarding award of Bid LM #02-18 to Petroleum Companies, Inc. for fuel in the amount of \$ 5,657.50 in differential costs – Public Services Director L. Rumburg
- e. Discussion/possible action regarding award of Bid LM #03-18 to Century Asphalt for Cold Mix Cold Lay in the amount of \$ 29,750.00 – Public Services Director L. Rumburg
- f. Discussion/possible action regarding award of Bid LM #05-18 to Pencco, Inc. for Odor and Corrosion Control in the amount of \$ 183,250.00 – Public Services Director L. Rumburg



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- g. Discussion/possible action regarding award of Bid LM #06-18 to WBI Inc. for Sludge Removal in the amount of \$122,500.00 – Public Services Director L. Rumburg
- h. Discussion/possible action regarding award of Bid LM #07-18 to ACT Pipe & Supply for Water & Sewer Supplies in the amount of \$147,690.50 – Public Service Director L. Rumburg
- i. Discussion/possible action regarding award of Bid LM #08-18 to Synagro for Aeration Basin Cleaning in the amount of \$102,000.00 – Public Services Director L. Rumburg
- j. Discussion/possible action regarding award of Bid LM #09-18 to Oriental Building Services, Inc., for Janitorial Services in the amount of \$32,282.40 – Assistant to City Manager C. Warren
- k. Discussion/possible action regarding authorizing the Mayor to execute an Interlocal Agreement (ILA) between the City of La Marque and the County of Galveston for the City's continued participation in the Galveston County Auto Crimes Task Force – Police Chief K. Jackson

(11) APPOINTMENTS/NOMINATIONS

- a. Discussion/possible action regarding appointments and/or reappointments to fill vacancies to various positions of the Boards and Commissions – Mayor Hocking
- b. Discussion/possible action regarding Resolution No. **R-2017-0026** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2018 – Mayor Hocking

(12) CITY MANAGER REPORT

- **Judicial**
- **Police Department**
- **Fire Department**
- **Library**
- **Public Services**
- **Financials**

(13) EXECUTIVE SESSION

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



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1. Section 551.052 (Deliberations about Real Property) – Discuss negotiations relating to lease/purchase property for city facilities

(14) ACTION TAKEN FROM EXECUTIVE SESSION

1. Discussion/possible action regarding negotiations relating to lease/purchase property for city facilities.

(15) 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.*

(16) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas **on or before October 6, 2017 before 5:30 p.m.**

Robin Eldridge, TRMC
City Clerk

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● 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 PUBLIC HEARING AND
REGULAR MEETING MINUTES
OF
AUGUST 14, 2017**

Public Hearing and Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, August 14, 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 6:00 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 Pro-Tem Bell led the invocation and the Pledge of Allegiance

(4) CITIZENS PARTICIPATION

1. Bill Pritchard said he is at the end of the water line at Newman Road and said that they used to keep it flushed regularly, but haven't been lately so after checking he said that a valve was broke. "I have n been changing out water filters at my house like crazy, that water is stagnant." Then reported that at the end of Williams, there is a boat slip, they used to have a nice chain up with two poles, well, the posts started leaning someone come by and put three ugly slabs in there, it's got rebar sticking out of it. If they would just put the posts in right, with the chain, it's perfect. You can't get in there to mow the ditches that is our drainage off of Williams and Newman. There are trees growing out of those ditches. I don't know what has happened to the ditch mowing, I called the City and they said well you are responsible for across the street and if it isn't four feet deep, then you are responsible, I said I don't know if anybody knows about that. But I take care of mine, I take care of it across the street. I just don't know what's happened. They got a nice new tractor, and he cut some of the overhanging branches, and he cut some of the ditches but he never cut them all. That's all I have to say." Mayor asked that the City Manager get back with him by 5:00 the following Thursday.



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2. Pearson Lubrano asked if there fire ant and crazy ant chemicals available to the citizens of La Marque, from Texas City, he had heard this a few years ago. He asked if the City had an ordinance requiring ISP's for in order to work in our municipality to not throttle their speed or the quality of the video and audio. "In other words, to maintain net neutrality, so people don't experience slow or stops or price hikes based on which websites they chose to visit on the Internet, it is called net neutrality, and to recognize the Internet as a common carrier, sort of like the post office." Then asked if the City Council should issue a statement in support of a statement made by Virginian Governor Mc Cauliffe of the families and victims of a massacre that occurred the previous Saturday in Virginia. Mayor asked for the City Manager to contact him.
3. Enrique Garza said that he wants an appointment with the Mayor. "Give me an appointment please, and said if the Chief of Police wants to come he is welcome to. "I need to speak to you."
4. David Pennington began by stating that what he has may run over his three minutes, and requested for Council to allow him the time to complete his presentation. He then referred to Ordinance number O-2015-0028, the ordinance that designates the time and place for regular meetings in the City of La Marque. "After some research, it appears that the regular Council business is being conducted at special meetings rather than regular meetings held on the second Monday of the month." He referred to some data he held that he said was from January 11, 2016 to August 7, 2017, he said that Council had conducted sixteen regular meetings and seventeen special meetings. "There have been sixteen items on the regular agenda that required public hearings. There have been fifteen items on the special agenda that required public hearings. When I see forty-eight percent of public hearings being held in special meetings, some red flags start to go up. So I started looking at those special meetings, and I found first readings, second reading and public hearings being held on special meetings. Some of the special meetings were held on Mondays, Tuesdays, Wednesdays, Thursdays and I noticed that the times fluctuated." He continued to read from his notes on the various times and dates of special meetings. "From looking at this pattern, it appears, that City Council is calling special meetings whenever they feel like it. He continued and said that when the ordinance was passed the citizens were assured that the regular business of the city would be on the second Monday of the month, and that any items that could simply not wait, then they would be on the agenda held on the fourth Monday of the month." He then read the excerpt out of the minutes from the December 14, 2015 meeting, quoting the Mayor as to this affect. "Do you know how many special meetings have been conducted on the fourth Monday? Out of seventeen special meetings, three have been held on the fourth Monday. This Council has even gone as far as to cancel regular meetings in order to conduct special meetings." He continued to read from his notes, different dates that meetings were cancelled and the dates of special meetings. "What is taking place at these special meetings? How about the conditional use permit for Texas City Railroad to store petrochemical storage tanks and railroad tracks in La Marque. That meeting was held on a Tuesday afternoon, May 30, 2017 at 3:00 p.m.



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After other meeting dates and city businesses discussed at those meetings. “Are they legal? Yes, every one of those were in accordance with the Texas Open Meetings Act, but they just don’t pass the “smell” test when it comes to transparency and open government in the City of La Marque.”

Mayor Hocking provided a point of information: “We appreciate you speaking. You continue to accuse this Council. You have been doing that for years. I appreciate you being the type of citizen that will speak out. The meetings that we schedule in May are always done to canvass the votes, and we do that because we have to. I think the other 16,481 people in La Marque appreciate us coming up here and conducting City business. But you know what, you are about to step on my last nerve, brother. You constantly bash us. If I had to sit at the house all day long just to do a “gotch ya”, on people who serve me, that would be a pitiful life, but we appreciate your right to speak. You have given us your data.”

City Attorney Ellis Ortego stated, “It is not uncommon to conduct business at special meetings. There are deadline that must be met, on many occasions. There are time limits that we have to meet.”

Mr. Pennington agreed, but also said that there are times when regular business could be postponed to be put on a regular agenda, rather than a special meeting agenda.

Mayor Pro-Tem Bell added a point of order: “Mr. Pennington, I thank you for bringing this to the attention of all of us, and those that are listening. One of the things that you said, I want to make sure that we are very clear, you said it does not pass the “smell” test. Those Texas Open Meetings Act laws are designed to insure transparency. Because there is a seventy-two hour window, that we have to post before we can meet, now we go a step further, we are also online, and on Channel 16, so if you are not able to make those meetings, you can patch into them with your television remote or online, in real time.” Then said that he has four Council members, a Mayor and a City Manager he could speak to about any problem or issues that he may have. Then finished, by saying that he understands that sometimes the schedules don’t go the way people plan them to, but, to say that this is a Council that does not pass the “smell” test, or are doing something that is unethical, that would be a stretch.

Councilmember Mc Auliffe added, “As your Councilwoman and your District Representative, I would like to say that I am glad that you came and brought this data. This is tangible evidence of a citizen that cares a lot about what goes on, on this dais. It is evident that you struck a nerve on this short time on this Council, and the reason that I feel that is, is because what I have witnessed up here is a lot of hard work and a lot of us trying to do the best job that we can. But that is a team effort, and it requires that citizens that live in La Marque are always following up, and so I am glad you came. Now it is there, it is in records, we all heard it, it’s in notes and part of our history, and we are going to use it moving forward.”



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Andrea Lester spoke in regards to item number 7c, on the agenda. “We are looking to get our speed limits signs put up at 20 mph, hopefully to ask you to put in the budget for next year, speed bumps. There is a lot of speeding. It is a very small street with a cul-de-sac, and they get from 0 to 40 really fast. We are trying to take a pro-active approach before we have somebody’s child hit.”

(5) MINUTES

- a. Regular City Council Meeting held on July 10, 2017
- b. Joint Meeting of City Council and Planning and Zoning Commission held on July 10, 2017
- c. Special Called City Council Meeting held on July 17, 2017

** Mayor Pro-Tem Bell made a motion to approve the minutes of the above mentioned
** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

(6) PUBLIC HEARING

- a. Conduct **FIRST** Public Hearing to receive public input regarding the City of La Marque FY 2017-2018 Tax Rate of \$0.0490764.

Mayor Hocking closed the Regular Meeting and opened the Public Hearing at 6:27 p.m.
No one spoke
Mayor closed the Public Hearing and reconvened the Regular Meeting at 6:27 p.m.

(7) NEW BUSINESS

- a. Discussion/possible action regarding the appointment of a member of City Council to serve on each of the Boards and Commissions as an ex-officio member and provide direction to the City Manager.

Mayor Pro-Tem Bell had previously asked for this item to be placed on the agenda, in order to address some concern of a disconnection between the Boards and Council. This idea was to have ex-officio members of Council to serve as non-voting members on the Boards so they can interact with the Boards and bring their issues back to City Council.

Mayor Pro-Tem would like to serve as ex-officio member on the Building Standards Commission; Councilmember Lane would like to serve as ex-officio member on the Parks Board; Councilmember Michetich on the Planning and Zoning; and Councilmember McAuliffe for the Clean City Commission

This item will be an action item on a future agenda in the form of an ordinance.



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- b. Discussion/possible action regarding appointments and/or reappointments to fill vacancies to various positions of the Boards and Commissions.
- ** Mayor Hocking has two members of the Parks Board expiring this year and reappointed both Michael “Rock” Bock and Louis Mc Gaffey for another two year term each.
- c. Discussion/possible action regarding adopting Ordinance No. **O-2017-0014** amending Article III, Speed Regulations of the La Marque Code of Ordinances by adding Section 62-91 establishing the speed limit on Glendale Street as 20 miles per hour, reducing it from the Prima Facie Speed Limit of 30 miles per hour. **THIS IS THE FIRST READING**
- ** Mayor Pro-Tem Bell made a motion to approve Ordinance No. O-2017-0014
- ** Councilmember Lane seconded.

Councilmember Michetich said that there were many streets like Glendale in La Marque, and that it would be difficult to single out one street. “Police have no way as to physically monitor that one street. I am just trying to be practical. If we put the signs up, will it change anything? And if doesn’t change anything how will we prove that? From issuing a citation stance? If there is a problem with certain neighbors, I would be willing to go and speak to those neighbors if there was a problem. We may have to be doing this to street after street after street and then it becomes, what have we accomplished? You may never see a citation on this dead end street, maybe there is another way to get to this goal?”

Chief Jackson replied, “After meeting with the neighbors, they did indicate that there was one person on the street that was the main culprit and I was able to speak with this individual and explain the situation.”

Discussion continued as to if it makes a difference whether a sign is erected, if it will detour individuals. It never prevents persons from speeding. Identifying all of the other one block cul-de-sacs and decrease the speed on them all was discussed briefly, to maintain uniformity, as well as some other streets that are uniquely designed like Glendale.

Chief Jackson continued, “A street study would have to be performed in order to lower the speed limit under 25 mph, so a device would have to be placed to monitor the speed of traffic, wherever a sign reducing speed is placed. It can be done, but it is a time consuming process.”

A member of audience asked if there was an ordinance that would address areas without speed limit signs that the speed limit is a certain speed for all of those streets, and maybe that this could be an option.

- ** Mayor Pro-Tem withdrew his motion and made a motion to table this item.
- ** Councilmember Lane withdrew his motion.



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

(8) CITY MANAGER REPORT

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

(9) EXECUTIVE SESSION

There was no Executive Session

(10) ADJOURNMENT

Mayor Hocking announced that on October 2, the City will have a new solid waste and recycle provider, Waste Management. Prior to October 2, 2017, each citizen will receive a large cart for household garbage and one separate cart for recycling.

Councilmember Lane made a motion for adjournment at 6:45 p. m. Councilmember McAuliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
CITY COUNCIL
PUBLIC HEARING ON PROPOSED 2017-2018 BUDGET
MINUTES
OF
AUGUST 21, 2017**

Special Called Meeting Minutes of the City of La Marque City Council held on Monday, August 21, 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

Charlene Warren

City Manager
for City Clerk

(3) Conduct FIRST Public Hearing to receive public input regarding the City of La Marque FY 2017-2018 Proposed Budget

Mayor Hocking opened the public hearing at 6:00 p.m.

No one spoke.

Mayor closed the public hearing at 6:00 p.m.

(4) ADJOURNMENT

Councilmember Lane made a motion for adjournment at 6:01 p.m.

Councilmember Mc Auliffe seconded. **MEETING ADJOURNED.**

Bobby Hocking, Mayor

ATTEST:

Charlene Todaro for Robin Eldridge



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**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
SEPTEMBER 11, 2017**

Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, September 11, 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 6:00 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

Ellis Ortego

Robin Eldridge

City Manager

City Attorney

City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Bell led the invocation and the Pledge of Allegiance

(4) PRESENTATIONS/PROCLAMATIONS

- a. Proclamation - D'Feet Breast Cancer (October Breast Cancer Awareness)

Mayor Hocking and Councilmember Mc Auliffe presented Nikki Greenlee a proclamation for a D'Feet Breast Cancer event that will take place in October.

(5) CITIZENS PARTICIPATION

1. Geraldine Sam thanked all of the churches, and volunteers as well as Public Works employees, Police Officers, Fire Department personnel, staff and EMS for all of their assistance throughout the storm. "We all came together as one. I just want to thank our City for stepping up to the plate."

Mayor Hocking read a letter that was recently mailed to the City from former citizens (Donald and Barbara Lampe of Maryland at the present time), which included a donation to the City of La Marque to help assist in any way to the citizens recovering from the storm.



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(6) CONSENT AGENDA

- 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
- h. Special City Council Minutes 9.6.17
- i. Discussion/possible action regarding accepting the Quarterly Investment Reports for First and Second Quarter 2017.
- 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.

Mayor Hocking pulled item h. and said a correction needed to be made to those minutes, that Mayor Pro-Tem Bell was present at the meeting on the 6th of September, 2017.

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

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

(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 **THIS IS THE FIRST READING. THIS ITEM WAS TABLED FROM THE August 7, 2017 CITY COUNCIL MEETING**

** Mayor Pro-Tem Bell made a motion to approve Ordinance No. O-2017-0013, with the exception of Section 62-108 that would Mc Arthur Street, a one-way Street. "We still do not want Mc Arthur a one-way street."

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

(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.



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** Councilmember Michetich made a 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 Planning and Zoning Commission

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

- 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. **THIS IS FIRST READING**

** Mayor Pro-Tem made a motion to adopt Ordinance No. O-2017-0019.

** Councilmember Mc Auliffe seconded.

Mayor Pro-Tem Bell asked about the cost of a replacement cart of \$70.00 per cart in the ordinance, he asked what the parameters were and how could a person tell how a cart gets damaged. He asked that of course that every benefit of benevolent be given to the customer, in these cases. Then asked about theft of carts, and was told that those just will be replaced, at no charge.

Mayor Pro-Tem Bell read, "Section 4.6.2 reads, "Additional carts are available for residential customers at an additional charge to be paid by the customer, in the event a cart shall be lost, stolen or missing , the contractor agrees to replace such lost stolen or missing cart with a new cart at a rate of \$70.00 to the customer. If a person happens to be the victim of a theft, and we call, we are saying that we will replace the cart at no charge"

City Manager added, "We will make sure that it is written as a side note, that those will be replaced at no charge to the customer." **MOTION CARRIED UNANIMOUSLY**

(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.

** Mayor Pro-Tem Bell made a 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.

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

- 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



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November 15, 2017, through November 14, 2018, as provided for in the initial contract award October 26, 2015.

** Councilmember Michetich made a 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.

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

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

** Mayor Pro-Tem Bell made a motion to 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.

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

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.

** Mayor Pro-Tem Bell made a motion to award **RFP #17-02 “Debris Monitoring Services”** to TLC Engineering as the successful proposer for debris monitoring related to Hurricane Harvey, and added agenda item “e” together with the caveat to allow the City Manager to negotiate both of those contracts for our City.

Councilmember Michetich explained that the City of La Marque as well as the cities in Galveston County and many in Harris County were pro-active last year, in securing contracts with storm debris removal, but due to recent changes made by FEMA, it forced all the cities to go out for emergency bids that forced all the cities to secure their own storm debris removal and monitoring company instead of piggy-backing off of each other or together. The Mayor added, that the City would begin picking up its own brush the following morning, which will help until the carpet and cabinets and other can be picked up after the 18th.

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



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- 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. **Please see above.**

(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 Pro-Tem Bell made a motion to adopt Resolution No. R-2017-0021.

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

- b. Discussion/possible action regarding Resolution No. **R-2017-0023**, 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.

** Councilmember Michetich made a motion to adopt Resolution No. R-2017-0022. The correct number being 0022, with the nomination of Bruce Clawson

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

- c. Discussion/possible action regarding appointments and/or reappointments to fill vacancies to various positions of the Boards and Commissions.

** Councilmember Mc Auliffe, appointed Abby Cash to the Building Standards Commission. There were no other appointments.

(11) REQUESTS AND ANNOUNCEMENTS

Councilmember Mc Auliffe read into the minutes, “La Marque will not stand for bigotry, hatred and violence. Our City denounces the vitriol and terrorism espoused by the KKK, Neo-Nazis, white nationalists and all other white supremacist groups. Our state does not abide their hate, and our beloved City of La Marque is no different. We are proud of the diversity within our city, and wish to make it clear that hate and racism have no place in La Marque.”

Mayor Hocking announced that the city staff met with a FEMA representative for the southern portion of Galveston County. Reported said that representatives will be arriving soon for governmental assistance, individual and public assistance to and conduct meetings in the community room with various times to conduct meetings to assist families with registration for FEMA. We have phone numbers at the library also. FEMA says “FEMA stands strong with Texas and has not abandoned Texas for Florida. Only representatives who live in Florida departed for home and replacement staff is being deployed to Texas.” This information will be made available on the website and copies are at City Hall. He then drew attention to the new Waste Management carts and the new La Marque banner at the back of the room.



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Councilmember Mc Auliffe announced that she will be conducting a town hall meeting in Martin Luther King Park in the Lee Addition area of La Marque, next Wednesday, September 20, at 7:00 p.m. and encouraged all to come and meet her.

Councilmember Michetich reported that although it has been a tough couple of weeks, he was glad to see everyone there. “We had far less damage than a lot of other people. This doesn’t help anyone who got water in their home, whether it is one inch or four foot, it is about the same amount of damage. My prayers go out to everybody. We all have friends and family that were impacted by this storm, and my heart goes out to each of you. I know the donations centers are still open and that need doesn’t go away.”

Mayor Pro-Tem Bell announced, “It may not be understood, but, I need know that throughout this process, that our Mayor has been extremely diligent. He has driven the streets personally, driven them alone, with the Police Chief and called as many folks as he could he has check on as many people as he could. I wanted you to know as a Councilmember, who has experienced and as a citizen, you are not going to find a finer Mayor through this process and through the process of this storm that we just survived, then Mayor Bobby Hocking. He is a great leader for our community, he has proven that time and time again and he doesn’t always get the credit that he deserves, and won’t ask you for it, so I am here to say tonight, Mayor, as co-Councilmember, as a resident of this City, and as your fiend I want to thank you for your leadership through this time, because without you, I don’t know that it would have went as well for us as a City, without your leadership, diligence and care and I just want to personally thank you for everything you have done throughout this time.”

Mayor Hocking thanked Mayor Pro-Tem Bell. “Hunkering down in that Emergency Operations Center is a very intense situation, and we are thankful that God blessed La Marque with as little damage as we’ve had, but once again, if it is your home, both of my neighbors were flooded, I got about a half an inch in the front bedroom and utility room. I doesn’t matter whether you got an inch or four feet, its water and it is still a hassle. I thank you for the kind words. I want to congratulate the staff, Police, Fire, the City Manager, I don’t know if her cot is still in her office, but she stayed here 24-7. I just can’t say enough about how the staff handled this event. We rescued about thirty families, the night of the worst part of the storm. We had them in the community center, and the human spirit I observed from all different walks of life, and you saw peoples best rise up.”

(12) EXECUTIVE SESSION

There was no Executive Session

(13) ADJOURNMENT

Mayor Pro-Tem made a motion to adjourn the Regular meeting at 6:49 p.m.

Councilmember Mc Auliffe seconded. **MEETING ADJOURNED.**



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Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

DRAFT



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**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MEETING MINUTES
OF
SEPTEMBER 18, 2017**

Special City Council Meeting Minutes of the City of La Marque City Council held on Monday, September 18, 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 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) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding 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 for the City of La Marque for 2017-2018 fiscal year.
- b. Conduct Public Hearing to hear public input regarding 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.

Mayor Hocking closed the Special Meeting and opened the Public Hearing at 6:01 p.m.
No one spoke on item a.

A member of the audience asked a basic question about the ad valorem taxes wording (Item b).

Mayor closed the Public Hearing and reconvened the Special Meeting at 6:02 p.m.



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(4) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance number **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 for the City of La Marque for 2017-2018 fiscal year. **THIS IS THE SECOND AND FINAL READING**

** Councilmember Lane made a motion to adopt Ordinance number O-2017-0016.

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

- b. Discussion/possible action regarding adopting Ordinance number **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. **THIS IS THE SECOND AND FINAL READING**

** Mayor Pro-Tem Bell made a motion to adopt Ordinance number O-2017-0017.

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

AYES: Mc Auliffe, Michetich, Lane, Bell and Hocking **NAYS:** None

(5) NEW BUSINESS

- a. Discussion/possible action authorizing the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing upon execution, and expiring September 30, 2018, in return for payment in the amount of twenty two thousand five hundred dollars and no cents (\$22,500.00).

** Mayor Pro-Tem Bell made a motion authorizing the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing upon execution, and expiring September 30, 2018, in return for payment in the amount of twenty two thousand five hundred dollars and no cents (\$22,500.00).

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

- b. Discussion/possible action regarding adopting Resolution No. **R-2017-0023** accepting the 2017 City of La Marque Investment Policy for investment of municipal funds per Public Funds Investment Act.

** Councilmember McAuliffe made a motion to adopt Resolution No. R-2017-0023.

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



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- c. Discussion/possible action regarding Ordinance No. **O-2017-0020**, amending the FY 2016-17 Budget for grants, special (restricted) revenues and related expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit "A". **THIS IS THE FIRST READING**

** Councilmember Lane made a motion to approve Ordinance No. O-2017-0020.
** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**

- d. Discussion/possible action regarding adopting Ordinance No. **O-2017-0021**, amending the entire Article II of Chapter 35, Garbage, Rubbish and Rubble, to rename the Clean City Commission as "Keep La Marque Beautiful Commission," to restate its purpose, and to provide for additional officer positions. **THIS IS THE FIRST READING**

** Councilmember Michetich made a motion to approve Ordinance No. O-2017-0021.
** Councilmember McAuliffe seconded. **MOTION CARRIED UNANIMOUSLY**

(6) EXECUTIVE SESSION (Requests and Announcement allowed to speak at this time)

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

1. Section 551.074- (Personnel Matters) Discuss contract of the Alternate Municipal Court Judge for the City of La Marque

Mayor Hocking closed the Special Meeting and convened into the Executive Session #1 at 6:19 p.m.

Mayor Hocking reconvened the Special meeting at 6:31 p.m. (See Action Item #1 below)

Mayor Hocking then recused himself from the second part of the Executive Session, due to a conflict of having been a Pastor and a current member of the property at 6:32 p.m.

2. Section 551-072-(Deliberations about Real Property) Discuss negotiations relating to Contract for proposed City facilities

Mayor Pro-Tem Bell closed the Special meeting and convened into Executive Session #2 at 6:34 p.m.

(7) ACTION TO BE TAKEN FROM EXECUTIVE SESSION



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1. Discussion/possible action regarding adopting Resolution No. **R-2017-0024**, authorizing the City Manager to execute the Contract re-appointing Carlton Getty as Alternate Municipal Court Judge

Councilmember Michetich made a motion to adopt Resolution No. R-2017-0024, authorizing the City Manager to execute the Contract re-appointing Carlton Getty as Alternate Municipal Court Judge in the amount of \$400.00 per docket.

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

2. Discussion/possible action authorizing City Manager to complete negotiations and approve funding for the lease of the property proposed for City facilities

Mayor Pro-Tem Bell reconvened the Special Meeting at 8:09 P.M.

Councilmember Michetich made a motion to authorize the City Manager to continue negotiations with the property in question. Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

(8) REQUEST AND ANNOUNCEMENTS (Item taken before convening into the Session)

Shanna Lopez of Waste Management- introduced the new bins to the members of the attendance. The new solid waste contract begins on October 2, 2017. They started on the same date as the meeting switching out the commercial dumpsters from the previous contract holder. Republic Waste will continue to maintain services until the end of the month. Monday and Thursday residential pickups will begin first, then go on to the Tuesday and Friday customers. This week and next week everyone will be getting two new carts, one for recycling and one for trash. Republic will begin picking up their carts next week. A brochure will be inside of a plastic envelope in the “trash cart”. It has all the information and pickup for recycling and trash. There are new maps as well. The one change is that recycling day will be on garbage day. If you have Monday- Thursday for garbage pickup days, your recycling day will be on Monday. If you have Tuesday- Friday garbage pickup days, your recycling day will be on Friday, and that is every other week. Another new service will be hazardous waste pickup and Ms. Lopez explained the process from the sheet. She also advised that the citizens hold on to the form, it provides all the services and details of each, but it will be available on the website and copies will be available at City Hall as well. “If for some reason you still have a Republic cart on the first week of October, they will be making another round through the City to pick up the carts left, so please leave those out.” She suggested there be four to five feet in between each cart so that the truck doesn’t knock them over, but, by placing one cart on each side of the driveway would also work.

Mayor Hocking announced that the City had just started the debris pickup on Saturday, “FEMA threw us for a loop in a few ways, but, we worked that out and the reason we waited to start, unlike some other cities who began to tap into their reserves. We decided



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it would be best to have all our ducks in a row, so that we would get reimbursed by FEMA.

Ben Davis of TLC Engineering, a debris monitoring and hauling debris company. "Today we have removed over a thousand cubic yards of debris. We will be making three passes throughout the City. We are making the first pass now, and we will post online when the next pass will be. It will be a process, but we will make sure that Crowder Gulf goes through the hauling process."

It was said that a few different landfills will be used and that some of the rates for those landfills will vary.

(9) ADJOURNMENT

Councilmember Lane made a motion to adjourn the meeting at 8:09 p.m.

Councilmember Mc Auliffe seconded. **MEETING ADJOURNED**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Prepared by: Chief Kirk Jackson

Department: Police

Agenda item: 7&8a

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2017-0013**, amending Sec. 62-51; Maximum limits in school zones generally, 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. **THIS IS THE SECOND AND FINAL READING**



ATTACHED FOR REFERENCE

1. Ordinance
2. Proposed changes to Section Sec. 62-51; Maximum limits in school zones generally, 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 desired 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.
- At the Special Called City Council meeting held on August 7, 2017, this item was tabled.
- At the Regular City Council meeting held on September 11, 2017, the Ordinance passed on the First reading but, with the omission of McArthur Street being made a one-way street.

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 Preparatory 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 COUNCIL AGENDA FORM

- 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.
- 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 City Council meeting on held on August 7, 2017 and tabled until the Regular scheduled City Council 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** – Conducted a First Reading of the proposed ordinance, which was approved with the omission of McArthur Street being made a one-way street.
- 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 #	01-3090-12-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2017-0013**, amending Sec. 62-51; Maximum limits in school zones generally, 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. **THIS IS THE SECOND AND FINAL READING**

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 MOTOR VEHICLES, SEC. 62-51, “MAXIMUM LIMITS IN SCHOOL ZONES GENERALLY”, (b) EXTENDING THE DISTANCE FROM 400 TO 600 FEET, RELATING TO THE DISTANCE OF SCHOOL ZONES TO THE PROPERTY LINES; AMENDING THE HOURS IN WHICH SCHOOL ZONES SHALL BE DESIGNATED FROM; AMENDING SECTION 62-139, PARKING PROHIBITED ON CERTAIN STREETS DURING SCHOOL HOURS BY REMOVING CERTAIN SUBSECTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION ONE:

That Chapter 62, Section 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 no 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. to 5:00 p.m. or for such intervals during such school 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 62-139, 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 4:00 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 of the second reading 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 **11th** day of **September**, 2017. (omitting Mc Arthur being a one-way street)

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

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

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 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.
 - ~~(5) 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: October 9, 2017

Agenda item: 7&8b

Prepared by: Suzy Kou

Reviewed by: Carol Buttler

Department: Finance

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 THE SECOND AND FINAL READING**

X

ATTACHED FOR REFERENCE

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

STAFF BRIEFING:

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

HISTORY:

TARGET IMPLEMENTATION:

- **October 1, 2017**

SIGNIFICANT ACTION DATES:

September 11, 2017 – City Council approved Ordinance on the First Reading **with an exception of the \$70.00 cost to citizens for Replacement Cart due to theft or damage**

October 9, 2017 – Public Hearing and Second and Final reading of Ordinance

October 1, 2017 – The new Waste Management rates take effect

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. **THIS IS THE SECOND AND FINAL READING**

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 (no cost to citizens per City Council).
- (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 **11th** 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.	
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~~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.

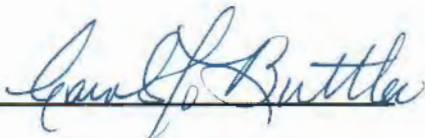
- 40.4 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable, but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either 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:

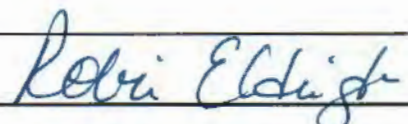
By: 
Title: City Clerk

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

Page 1

Prog: SANITATION		Account Type Selected: B Both	
Account Number	Description	Budget Reference	Comment
63-6024-14-00	SANITATION-RESIDENTIAL		
		Seq	Description Amount
		1	CURRENT RATE 1,075,800.00
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16 53,790.00
		Totals:	1,129,590.00 *
63-6025-14-00	SANITATION-MOBILE HOMES		
		Seq	Description Amount
		1	CURRENT RATE 19,800.00
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16 990.00
		Totals:	20,790.00 *
63-6026-14-00	SANITATION-APARTMENTS		
		Seq	Description Amount
		1	CURRENT RATE 9,300.00
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16 465.00
		Totals:	9,765.00 *
63-6027-14-00	SANITATION-DUPLEX		
		Seq	Description Amount
		1	CURRENT RATE 2,700.00
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16 135.00
		Totals:	2,835.00 *
63-6028-14-00	SAN.-COMM.HAND P/U (CANS		
		Seq	Description Amount
		1	CURRENT RATE 47,000.00
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16 2,350.00
		Totals:	49,350.00 *
63-6031-14-00	CONTAINER COLLECTION		
		Seq	Description Amount
		1	CURRENT RATE 510,000.00
		2	5% REPUBLIC RATE INCREASE EFFECTIVE 10/1/16 25,500.00
		Totals:	535,500.00 *
63-6034-14-00	BRUSH FEES		
		Totals:	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: 10/9/17
 Prepared by: Suzy Kou
 Department: Finance

Agenda item: 7&8c
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2017-0020**, amending the FY 2016-17 Budget for grants, special (restricted) revenues and related expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit A. **THIS IS THE SECOND AND FINAL READING**

X

ATTACHMENTS FOR REFERENCE

1. Ordinance
2. Exhibit "A"

STAFF BRIEFING:

- August 25, 2017, due to Hurricane Harvey, the City incurred unanticipated expenditure of staff overtime as well as debris and damage repairs to different equipment and facilities.
- During the fiscal year, the City received and expended PID transactions which require appropriations before year end.
- During the year, the City had a few unanticipated final payouts to outgoing employees, which were not included in the budget at point of adoption.
- The ordinance is to amend the budget administratively and to match with actual approved expenditures.

HISTORY:

TARGET IMPLEMENTATION: October 9, 2017

SIGNIFICANT ACTION DATES:

September 18, 2017 – Council approved the First reading of Ordinance

October 9, 2017 – Public Hearing and Second reading of Ordinance

ACTION:

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

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



CITY COUNCIL AGENDA FORM



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

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2017-0020** amending the 2016-17 Budget for grants, special (restricted) revenues and related expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit "A". **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: See attached Exhibit "A".

ORDINANCE O-2017-0020

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2016-2017 BUDGET FOR VARIOUS EXPENDITURES AT END OF FISCAL YEAR BY DECREASING VARIOUS FUNDS' FUND BALANCES AND INCREASING CERTAIN EXPENDITURES TO INDIVIDUAL BUDGET ACCOUNTS IN VARIOUS FUNDS AND INCREASING CERTAIN REVENUES IN VARIOUS FUNDS AS SET FORTH IN ATTACHED EXHIBIT "A"

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

Section 1. That the City La Marque 2016-2017 Fiscal Year Budget is hereby amended for various expenditures at end of fiscal year by decreasing various funds' fund balances and increasing certain expenditures to the individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit "A" attached hereto and made a part hereof.

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

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the First reading this the **18th** day of **September**, 2017.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque, Texas, on the Second and Final reading this the ____ day of _____, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

EXHIBIT A

EXHIBIT A: BUDGET AMENDMENTS 2016-17 (YEAR END)

Accounts	Descriptions	Increase	Decrease	Reasons
01-1010-05-00	Salaries-Police	22,000.00		Employees term payouts
01-1060-05-00	FICA-Police	1,683.00		Employees term payouts
01-1065-05-00	TMRS-Police	3,504.60		Employees term payouts
01-1075-05-00	Worker's Comp	840.40		Employees term payouts
01-1010-06-00	Salaries-Fire/EMS	12,185.00		Employees term payouts
01-1060-06-00	FICA-Fire/EMS	932.15		Employees term payouts
01-1065-06-00	TMRS-Fire/EMS	1,941.07		Employees term payouts
01-1075-06-00	Worker's Comp	277.82		Employees term payouts
01-2401-00-00	Unreserved fund balance		43,364.04	Draw down on fund balance
01-4042-99-00	Legal services-general fund	11,000.00		For unanticipated legal services incurred during the year
01-2401-00-00	Unreserved fund balance		11,000.00	Draw down on fund balance
01-1040-05-00	Police overtime	110,000.00		Police overtime due to unanticipated events
01-1060-05-00	FICA-Police	8,415.00		Police overtime due to unanticipated events
01-1065-05-00	TMRS-Police	17,523.00		Police overtime due to unanticipated events
01-1075-05-00	Worker's Comp	4,202.00		Police overtime due to unanticipated events
01-2020-05-00	Fuel	20,000.00		Police overtime due to unanticipated events
01-2401-00-00	Unreserved fund balance		140,140.00	Draw down on fund balance
01-1040-06-00	Fire overtime	32,000.00		Fire overtime due to unanticipated events
01-1060-06-00	FICA-Fire	2,448.00		Fire overtime due to unanticipated events
01-1065-06-00	TMRS-Fire	5,097.60		Fire overtime due to unanticipated events
01-1075-06-00	Worker's Comp	729.60		Fire overtime due to unanticipated events
01-2401-00-00	Unreserved fund balance		40,275.20	Draw down on fund balance
01-1040-12-00	Public Services overtime	13,000.00		Public Services overtime due to unanticipated events
01-1060-12-00	Public Services FICA	994.50		Public Services overtime due to unanticipated events
01-1065-12-00	Public Services TMRS	2,070.90		Public Services overtime due to unanticipated events
01-1075-12-00	Worker's comp	975.58		Public Services overtime due to unanticipated events
01-2401-00-00	Unreserved fund balance		17,040.98	Draw down on fund balance
01-7030-13-00	10 Year life assets	29,826.00		Voice recording system
01-2401-00-00	Unreserved fund balance		29,826.00	Draw down on fund balance
01-4071-15-00	Galveston County contract-Animal Shelter	1,500.00		Increase per contract
01-4072-15-00	ACO Shelter operation	7,072.00		Increase per contract
01-2401-00-00	Unreserved fund balance		8,572.00	Draw down on fund balance
02-1040-22-00	Utility 22 overtime	22,000.00		Utility 22 overtime due to unanticipated events
02-1060-22-00	Utility 22 FICA	1,683.00		Utility 22 overtime due to unanticipated events
02-1065-22-00	Utility 22 TMRS	3,504.60		Utility 22 overtime due to unanticipated events
02-1075-22-00	Worker's comp	891.28		Utility 22 overtime due to unanticipated events
02-2401-00-00	Unreserved fund balance		28,078.88	Draw down on fund balance
02-6011-24-00	Purchased water (GCWA)	100,000.00		GCWA water due to rate increase
02-2401-00-00	Unreserved fund balance		100,000.00	Draw down on fund balance
15-9005-00-00	Bond issuance cost	93,000.00		Refunding issue of 2007 CO
15-2401-00-00	Unreserved fund balance		93,000.00	Draw down on fund balance
17-3100-00-00	PID taxes Painted Meadows Section 1	100,000.00		Projected taxes and payment to developer Section 1
17-4040-00-00	Payment to developer	100,000.00		Projected taxes and payment to developer Section 1
21-3100-00-00	PID taxes Painted Meadows Section 2	50,000.00		Projected taxes and payment to developer Section 2
21-4040-00-00	Payment to developer	50,000.00		Projected taxes and payment to developer Section 2
22-3100-00-00	PID taxes Painted Meadows Section 3	50,000.00		Projected taxes and payment to developer Section 3
22-4040-00-00	Payment to developer	50,000.00		Projected taxes and payment to developer Section 3
23-3100-00-00	PID taxes Painted Meadows Section 4	150,000.00		Projected taxes and payment to developer Section 4
23-4040-00-00	Payment to developer	150,000.00		Projected taxes and payment to developer Section 4
45-7126-12-00	2005 Bond street projects	105,000.00		MLK project additional cost
45-2401-00-00	Unreserved fund balance		105,000.00	Draw down on fund balance
47-71-06-00-FIREBD	Public Safety building	800,000.00		Additional cost
47-9001-00-00	Transfer in from GF	800,000.00		Additional cost
01-9047-99-00	Transfer out to F.47	800,000.00		Additional cost
01-2401-00-00	Unreserved fund balance		800,000.00	Draw down on fund balance
47-7003-24-00-SSO	SSO Project	1,912,203.00		SSO project
47-7002-24-00-WWTPUG	WWTP Upgrade project	111,968.00		WWTP Upgrade project
47-2401-00-00	Unreserved fund balance		2,024,171.00	Draw down on fund balance
83-7020-04-00	Buildings, furniture, fixture	24,000.00		Court Security Fund for court security in Police station
83-2401-00-00	Fund balance		24,000.00	Draw down on fund balance

EXHIBIT A

EXHIBIT A: BUDGET AMENDMENTS 2016-17 (YEAR END)

Accounts	Descriptions	Increase	Decrease	Reasons
85-4065-05-00	LEOSE expense-Police	2,000.00		Police LEOSE expenses
85-2401-00-00	Fund Balance		2,000.00	Draw down on fund balance
19-4040-00-00	Professional fee	100,000.00		RPA professional services
19-2401-00-00	Fund Balance		100,000.00	Draw down on fund balance
19-4040-00-00	Professional services	75,000.00		Leak detection project
19-2401-00-00	Fund balance		75,000.00	Draw down on fund balance

Disaster Fund-Harvey 2017

Accounts	Descriptions	Increases	Decreases
70-9001-00-00	Transfer in from General Fund	90,317.35	
70-9002-00-00	Transfer in from Utility Fund	7,082.37	
70-1040-02-02	Finance Overtime	274.03	
70-1060-02-02	Finance FICA	20.96	
70-1065-02-02	Finance TMRS	43.65	
70-1040-05-02	Police Overtime	59,712.81	
70-1060-05-02	Police FICA	4,568.03	
70-1065-05-02	Police TMRS	9,512.25	
70-1040-06-02	Fire/EMS Overtime	4,690.97	
70-1060-06-02	Fire/EMS FICA	358.86	
70-1065-06-02	Fire/EMS TMRS	747.27	
70-1040-12-02	Public Services Overtime	6,051.66	
70-1060-12-02	Public Services FICA	462.95	
70-1065-12-02	Public Services TMRS	964.03	
70-1040-13-02	IT Overtime	2,354.65	
70-1060-13-02	IT FICA	180.13	
70-1065-13-02	IT TMRS	375.10	
70-1040-22-02	Utility 22 Overtime	2,866.96	
70-1060-22-02	Utility 22 FICA	219.32	
70-1065-22-02	Utility 22 TMRS	456.71	
70-1040-24-02	Utility 24 Overtime	2,864.03	
70-1060-24-02	Utility 24 FICA	219.10	
70-1065-24-02	Utility 24 TMRS	456.24	
		97,399.72	
01-9070-99-00	Transfer out to F. 70	90,317.35	
02-9070-99-00	Transfer out to F. 70	7,082.37	
01-2401-00-00	Unreserved fund balance		90,317.35
02-2401-00-00	Unreserved fund balance		7,082.37
70-6110-14-02	Debris removal and monitoring	300,000.00	
70-9063-00-00	Transfer in from Sanitation Fund	300,000.00	
63-9070-00-00	Transfer out to F.70	300,000.00	
63-2401-00-00	Fund Balance		300,000.00
70-2010-01-02	Supplies-Administration	1,000.00	
70-2010-05-02	Supplies-Police	1,500.00	
70-2010-06-02	Supplies-Fire	1,500.00	
70-2010-12-02	Supplies-Public Services	5,000.00	
70-3040-03-02	Repairs and maintenance equipment-Dev Serv	5,000.00	
70-3040-05-02	Repairs and mainenance equipment-Police	8,000.00	
70-3040-06-02	Repairs and maintenance equipment-Fire	5,000.00	
70-3020-05-02	Repairs and maintenance building Police	10,000.00	
70-3020-06-02	Repairs and maintenance building Fire	10,000.00	
70-3020-01-02	Repairs and maintenance building Community Rm	10,000.00	

Disaster Fund-Harvey 2017

Accounts	Descriptions	Increases	Decreases
70-3040-22-02	Repairs and maintenance equipment	30,000.00	
70-9001-00-00	Transfer in from General Fund	57,000.00	
70-9002-00-00	Transfer in from Utility Fund	30,000.00	
01-9070-99-00	Transfer out to F. 70	57,000.00	
02-9070-99-00	Transfer out to F. 70	30,000.00	
01-2401-00-00	Unreserved fund balance		57,000.00
02-2401-00-00	Unreserved fund balance		30,000.00
70-3020-12-02-BLDABC	Repairs and maintenance-Leased properties	130,000.00	
70-9001-00-00	Transfer in from General Fund	130,000.00	
01-9070-99-00	Transfer out to F.70	130,000.00	
01-2401-00-00	Unreserved Fund Balance		130,000.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Agenda item: 7&8d

Prepared by: Carol Buttler

Reviewed by: Carol Buttler

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2017-0021**, amending the entire Article II of Chapter 35, Garbage, Rubbish And Rubble, to rename the Clean City Commission as “Keep La Marque Beautiful Commission,” to restate its purpose, and to provide for additional officer positions **THIS IS THE SECOND AND FINAL READING**

X

ATTACHED FOR REFERENCE

1. Proposed Ordinance

STAFF BRIEFING:

- Clean City Commission has reviewed their establishing ordinance at recent meetings and requests City Council approve amendments prepared over the past couple of months.
- One of the proposed amendments calls for additional officers to be in line with the Commission’s responsibilities.
- The other proposed amendment adds a Mission Statement to reflect the Commission’s overall mission.
- Proposed amendments have been submitted to the City Attorney for review.

HISTORY:

- Ordinance No. 565 established the Clean City Commission in 1972.

TARGET IMPLEMENTATION: October 9, 2017

SIGNIFICANT ACTION DATES:

February 8, 2017 – Clean City Commission meeting discussion to propose amendments to current ordinance

March 8, 2017 – Clean City Commission meeting discussion on proposed amendments to current ordinance

May 15, 2017 – Clean City Commission presents requests to City Council for amending the Commission’s establishing ordinance at a future date.

August

July 12, 2017 – Clean City Commission meeting discussion to propose renaming the Commission to be in compliance with Keep Texas Beautiful.

September 18, 2017 – City Council considers ordinance amendments on First Reading

October 9, 2017 – City Council considers ordinance amendments on Second Reading



CITY COUNCIL AGENDA FORM

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2017-0021**, amending the entire Article II of Chapter 35, Garbage, Rubbish And Rubble, to rename the Clean City Commission as "Keep La Marque Beautiful Commission," to restate its purpose, and to provide for additional officer positions **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: N/A

ORDINANCE NO. O-2017-0021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE ENTIRE ARTICLE II OF CHAPTER 35, GARBAGE, RUBBISH AND RUBBLE, TO RENAME THE CLEAN CITY COMMISSION AS “KEEP LA MARQUE BEAUTIFUL COMMISSION,” TO RESTATE ITS PURPOSE, AND TO PROVIDE FOR ADDITIONAL OFFICER POSITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION ONE:

That Article II, Clean City Commission, is hereby renamed “Keep La Marque Beautiful Commission”, and is hereby amended in its entirety to read as follows:

“ARTICLE II. – KEEP LA MARQUE BEAUTIFUL COMMISSION

Sec. 35-44. - Creation of Keep La Marque Beautiful Commission; purpose.

There is hereby established the Keep La Marque Beautiful Commission whose mission is to improve and enhance the physical environment of La Marque through beautification, solid waste management education, coastal awareness activities, litter abatement programs, education of residents and encourage their participation in these areas, and encourage partnerships within our community.

Sec. 35-45. - Composition of commission; appointment, removal of members.

The Keep La Marque Beautiful Commission shall consist of seven members to be appointed by the city council. The members of such commission shall serve at the pleasure of the city council and may be removed by the city council with or without cause. Three members shall constitute a quorum for the conducting of business.

Sec. 35-46. - Terms of commissioners; filling of vacancies.

The terms of the members appointed as members of the Keep La Marque Beautiful Commission shall be as follows:

- (1) All seven commissioners appointed by the city council serve two year staggered terms, except that appointment to vacancies shall be for the unexpired term of the position to which the appointment is made.

- (2) If any voting member of the commission misses two consecutive regularly scheduled meetings with unexcused absences, that member shall be automatically dropped from the board and the city council will appoint a replacement to fill the unexpired term.

Sec. 35-47. - No compensation for commissioners.

Commissioners of the Keep La Marque Beautiful Commission shall serve without compensation.

Sec. 35-48. - Election and term of chairman.

The Keep La Marque Beautiful Commission shall organize by electing the following officers: Chair, Vice Chair and Treasurer. Such officers shall hold office for one year or until a successor has been elected and qualified.

Sec. 35-49. - Adoption of administrative procedures.

The Keep La Marque Beautiful Commission may adopt such administrative procedures as are necessary to accomplish the purposes set out in this article.

Sec. 35-50. - Written reports.

The commission shall, each quarter, during the months of January, April, July and October submit a written report to the mayor and city council summarizing the status of the clean city program.

Sec. 35-51. - Consultation with city officers and departments.

The city manager and other city officers and staffs of city departments may consult with and advise the Keep La Marque Beautiful Commission from time to time on matters coming within the scope of this article and the commission may consult with and advise such city officers and personnel of such departments.

Sec. 35-52. - Solicitation of funds.

The Keep La Marque Beautiful Commission shall have the authority to solicit funds and donations to carry out the purposes for which it is herein established.

Sec. 35-53. - Additional powers of commission.

The Keep La Marque Beautiful Commission may contract with any person, organization or corporation for purposes consistent with this article's purpose of reducing and controlling litter. Any such contract must be presented to the city council for approval prior to execution."

SECTION TWO:

(3) Effective Date: This Ordinance become effective immediately after the second reading and passage of this ordinance.

PASSED AND APPROVED by the City Council of the City of La Marque on this the First reading this 18th day of September, 2017.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on the Second and Final reading this the _____ day of _____, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Agenda item: 9a

Prepared by: Robin Eldridge

Reviewed by: Carol Buttlar

Department: Cemetery Board

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving the recommendation of the Cemetery Board to Transfer Cemetery Plot 84, spaces 6-10; and Plot 85, space 10 of the Southeast Quadrant from Truman A. Meadows (Alma Meadows) to Samantha D. and Kadie E. Meadows (granddaughters)

X

ATTACHMENTS FOR REFERENCE

1. Application
2. Original Deed/Assignment of Interest
3. Cemetery Board Minutes of August 3, 2017 (DRAFT)

STAFF BRIEFING:

- Information was found showing that there was a deed on file, showing that Truman A. Meadows, the husband of Alma Meadows owned the plots and spaces until his death.
- Documents on file show that an Assignment of Interest was filed in Galveston County (2014) by Alma Meadows (his widow), transferring these plots and spaces to the granddaughters mentioned below. It was never taken before the Cemetery Board until August 3, 2017
- The Cemetery Board met and approved the transfer of these spaces/plots into the grandchildren's names (Samantha D. and Kadie E. Meadows)

HISTORY: See above

TARGET IMPLEMENTATION: October 9, 2017

SIGNIFICANT ACTION DATES:

07.08.1945 – Copy of First Deed date

06.27.2014 – Assignment of Interest filed through Galveston County

08.03.2017 – Cemetery Board met and approved the transfer of the deed and recommended to City Council for approval.

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other- Transfer of Cemetery Plots | |

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



CITY COUNCIL AGENDA FORM



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

STAFF'S RECOMMENDATION: Motion to approve the recommendation of the Cemetery Board to Transfer Cemetery Plot 84, spaces 6-10; and Plot 85, space 10 of the Southeast Quadrant from Truman A. Meadows (Alma Meadows) to Samantha D. and Kadie E. Meadows (granddaughters)

FISCAL IMPACT: Current County fees charged for transferring Cemetery Deeds

APPLICATION FOR TRANSFER OF CEMETERY DEED

Owner's name (as it appears on deed) Truman A. Meadows

Plot 84+85 Space (s) 1-10 Quadrant South side of cemetery

Owner of Cemetery Plot is: 1-10

8/7/84 Living 8/7/84 Buried (date) 8/7/84 Deceased (date) 8/7/84 Cremated (date)

If deceased and buried (location): City of La Marque Cemetery - 84-2 space

PERSON (S) TRANSFERRING DEED (Must provide Copy of Driver's License or picture ID)

Name: Alma V. Meadows

Address: 700 S. Kansas L.C. TX.

Telephone: 281-910-4031 Cell: 281-910-4031

Relationship to owner of Cemetery Deed: wife

Power of Attorney: Yes ✓ No 6/27/14 Date: 6/27/14

***I hereby certify and attest that all information provided on this application is true and correct, and that I am legally eligible to transfer this Cemetery Deed**

Alma Meadows 6/27/14
Signature Date

CEMETERY DEED TRANSFERRED TO (Must provide copy of Driver's License or picture ID)

Name: Samantha D. Meadows + Kadie E. Meadows

Address: 711 Elmore L.C. TX. 700 S Kansas L.C. TX. 77573

Telephone: 281-910-8321 Cell: 281-910-8756

Relationship to owner of Cemetery Deed: granddaughters

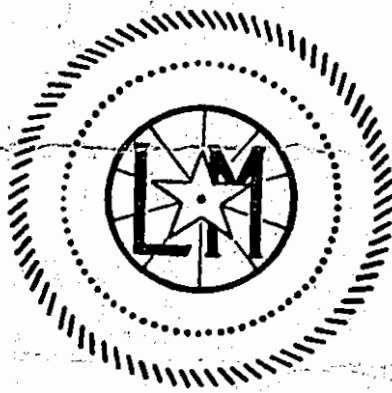
Presented to Cemetery Board on: August 3, 2017

Presented to City Council on: October 9, 2017

 Approved: Disapproved:

Date: City Clerk:

The City of La Marque



Cemetery Deed

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF LA MARQUE, TEXAS, acting by and through its undersigned officer, for and in consideration of the sum of \$50.00, to it in hand paid by Truman A. Meadows, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does GRANT, SELL and CONVEY unto the said La Marque Cemetery, of the County of Galveston, State of Texas, the exclusive right of sepulture in and to the following grave-site, to-wit:

LOTS 84 and 85 south side of cemetery

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging for burial purposes and subject to the conditions hereinafter mentioned, unto the said Truman A. Meadows, his heirs and assigns forever. The City of La Marque, Texas, does hereby bind itself, its successors and assigns to Warrant and Forever Defend, all and singular the above described property unto the said Truman A. Meadows, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to rules and regulations for the operation of the La Marque Cemetery, of record in Volume _____ at page _____, in the office of the County Clerk of Galveston County, Texas, and all future rules and regulations that may be promulgated by the Cemetery Board of the City of La Marque or the City Council. This conveyance is further made subject to the condition that the above described property shall not be conveyed, assigned or transferred without prior consent of the Cemetery Board of the City of La Marque.

EXECUTED this 8th day of July, A.D., 19 45.

Lenard Whelton
City Clerk.

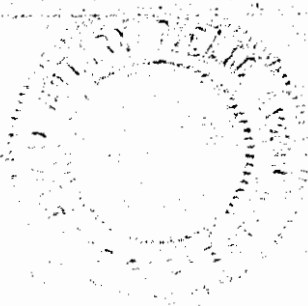
THE STATE OF TEXAS
COUNTY OF GALVESTON }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. Truman Meadows, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of
July, A.D., 1945.

Mrs. Ruth Jean Maly
Notary Public in and for Galveston
County, Texas.

(SEAL)





STATE OF TEXAS
COUNTY OF GALVESTON

Assignment of Interest

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

I, Alma Meadows, hereby TRANSFER, CONVEY, and ASSIGN to SAMANTHA DAWN MEADOWS, AND KADIE ELIZABETH MEADOWS, of Galveston County, Texas, any and all right, title, and interest I may now own or have any future claim of ownership in and to:

The following cemetery lots located in La Marque City Cemetery, Galveston County, Texas:

Location: La Marque City Cemetery
Plot Numbers: 85
Space Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10
Plot Numbers: ~~85~~ 84 ^{and}
Space Numbers: 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10

~~I further authorize and direct SAMANTHA DAWN MEADOWS and KADIE ELIZABETH MEADOWS, to take whatever actions and steps are necessary to effectively change the name on the ownership documents on the above enumerated cemetery plots.~~

I further authorize that a photocopy of this instrument may be used as an original.

SIGNED on Dec 5 2013
Alma Meadows

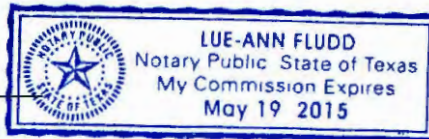
Printed name: Alma Meadows

STATE OF TEXAS

COUNTY OF Galveston

This instrument was acknowledged before me on June 20th 2013 by
Alma Meadows

Lue Ann Fludd
Notary Public, State of Texas



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2014035897

June 27, 2014 12:02:58

FEE: \$30.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS



1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
CEMETERY BOARD
REGULAR MEETING
of
August 3, 2017**

Special Meeting Minutes of the City of La Marque Cemetery Board held on Thursday, August 3, 2017, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL MEETING TO ORDER:

Chairman Pennington called meeting to order at 6:01 p.m.

(2) ROLL CALL:

PRESENT: **ABSENT:** None

Chairperson Pennington
Board member Crowder
Board member Koopmann
Board member Hanley

STAFF:

Les Rumburg
Venisha Henderson
Amanda Hobby

(3) APPROVAL/DISAPPROVAL OF ABSENCES

(4) MINUTES

- a. Meeting minutes of June 1, 2017
Tabled Minutes until next Cemetery Board Meeting

(5) FINANCIAL REPORT – There was no discussion

(6) CITIZEN’S PARTICIPATION – There was none

(7) OLD BUSINESS

- a. Discussion/possible action – Landscaping at La Marque Cemetery
Chairman Pennington was still looking for a water tank for the Cemetery but has not found any local ones in the area so he is going to go online and look, that way if he does find a local water tank the shipping fees would not be as much. They discussed using vinyl panels to cover the front of the water tanks. No more plants are going to be planted until it gets a little cooler. Board member Hanley is going to shop around for trees to put out at the Cemetery and will get the credit card from the Finance Director. There is a \$2,500.00 budget for landscaping and this amount will roll over to the next budget fiscal year if not used. Chairman Pennington has not found a bench for cemetery and with the money left in



1111 Bayou
La Marque, Texas 77568
409.938.9202

the budget for landscaping Ms. Hanley stated that it would be nice to purchase a canopy to go over the bench possibly under a tree.

- b. Discussion/possible action- Cemetery Clean Up-Day (October 14, 2017)
Chairperson Pennington reported that a lady called him with DAR wanting to do a service project and clean all the veterans' headstones on October 14, 2017. Chairperson Pennington agreed to let her come out and help. Board Members agreed to combine Clean-up day with Fall Clean Up as well. Board Member Hanley can be there early that morning and the rest of the Board Members have previous engagements that day and it was agreed to continue Clean Up Day even if all members of the Board is not there.
- c. Discussion/possible action – Order small flags for Cemetery
Flags are \$0.75/flag. Public Services will order 100 flags to replace the old ones. Whatever is not used, they will keep for future use. Board member Crowder made a motion to approve the purchase of the 100 flags for \$0.75. Board member Koopmann seconded.
MOTION PASSED UNANIMOUSLY.

(8) NEW BUSINESS

- a. Discussion/ possible action – Transfer of cemetery plots 84 and 85 (Spaces 1-10) from Truman A. Meadows to Samantha D. Meadows and Kadie E. Meadows.

Board member Crowder stated Plot 85 Space 10 and Plot 84 Spaces 6, 7, 8, 9, 10 is available by visual looking. No headstones at these available spaces. Board member Crowder made a motion to approve the transfer of spaces on Plot 84 & 85. Chairperson Pennington seconded. **MOTION PASSED UNANIMOUSLY.**

- b. Discussion/possible action- Schedule next Cemetery Board meeting
September 7, 2017 will be the next Cemetery Board Meeting. No action was taken.

(9) CHAIRMAN'S REPORT

Chairperson Pennington reported that he had attended Budget Workshops and that the Cemetery Board is getting the same as last year and receiving \$3,750.00 from the Hotel Motel Tax for Wreaths Across America. Cemetery Board Members shirts are having the City Logos put on them and will be ready for pick up soon.

(10) REQUESTS AND ANNOUNCEMENTS

(11) ADJOURNMENT

Board member Koopmann made a motion to adjourn the meeting at 6:32 pm. Board member Hanley seconded the motion. The meeting adjourned.

David Pennington, Cemetery Board Chairman



CITY COUNCIL AGENDA FORM

Meeting Date: 10/9/17
Prepared by: Suzy Kou
Department: Finance

Agenda item: 9b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2017-0025**, approving participation in the Texas Cooperative Liquid Assets Securities System Program (Texas CLASS) to provide an option for a short-term, highly liquid investment program, designed specifically for public-sector funds; to provide the opportunity to invest funds on a cooperative basis in short-term investments which are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

☒ X

ATTACHED FOR REFERENCE

1. Resolution
2. CLASS registration packet
3. Investment rates comparison-September 2016-August 2017
4. CLASS Trust agreement

STAFF BRIEFING:

- Participation in CLASS allows city's investment portfolio to be more diversified.
- CLASS offers very competitive yields in comparison to TexPool and Logic.
- City Attorney has reviewed the resolution.

HISTORY:

TARGET IMPLEMENTATION: 10/9/2017

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	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2017-0025**, approving participation in the Texas Cooperative Liquid Assets Securities System Program (Texas CLASS) to provide an option for a short-term, highly liquid investment program, designed specifically for public-sector funds; to provide the opportunity to invest funds on a cooperative basis in short-term investments which are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

FISCAL IMPACT: Competitive rates should improve investment revenues and safety to overall investment portfolio.

RESOLUTION NO. R-2017-0025

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, APPROVING PARTICIPATION IN THE TEXAS COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM PROGRAM (TEXAS CLASS) TO PROVIDE AN OPTION FOR A SHORT-TERM, HIGHLY LIQUID INVESTMENT PROGRAM, DESIGNED SPECIFICALLY FOR PUBLIC-SECTOR FUNDS; TO PROVIDE THE OPPORTUNITY TO INVEST FUNDS ON A COOPERATIVE BASIS IN SHORT-TERM INVESTMENTS WHICH ARE CAREFULLY SELECTED TO PROVIDE MAXIMUM SAFETY AND LIQUIDITY WHILE GENERATING A COMPETITIVE YIELD; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT.

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the “Act”), requires the City of La Marque to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the governing body of the City of La Marque has previously reviewed and adopted an investment policy that provides in part that the funds of the City will be invested in investments permitted by the Act in order to : (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the City of La Marque has appointed Finance Director to act as the investment officer of the City; and

WHEREAS, the Act provides that funds under the control of the City may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the City of La Marque has received and reviewed the Information Statement, dated October 1, 2013, of Texas Cooperative Liquid Assets Securities System, and investment pool administered by Public Trust Advisors, LLC, (the “Program”), which sets forth the information required by Section 2256.016 (b) of the Act; and

WHEREAS, the City of La Marque has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the City of La Marque has determined that an investment in the Program will assist the City in achieving the goals set forth in the Policy, and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the City and the Program; and

WHEREAS, the City of La Marque understands that the Program operates through the Seventh Amended and Restated Trust Agreement dated as of August 5, 2016 (the “Trust Agreement”), which provides the terms on which the Program will operate and the rights of the participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC, as the administrator of the Program (the “Administrator”), and of Wells Fargo Bank as custodian (the “Custodian”);

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

Section 1. Findings. That the form, terms and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program participants and the duties and responsibilities of the Administrator, be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the City, a participation certificate evidencing the agreement of the City to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof;

Section 2. Findings. That the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy, and to preclude imprudent investment activities arising out of investment transactions conducted between the City and the Program;

Section 3, Findings. That the City hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct;

Section 4. Findings. That the officers of the City of La Marque, and each of them shall be and each is expressly authorized, empowered and directed from time to time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the City seal and on behalf of the City of La Marque all certificates, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper;

Section 5. Effective Date. That this Resolution shall take effect and be in full force effective _____, 2017

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

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

THE CITY OF LA MARQUE, TEXAS

ATTEST:

Bobby Hocking, Mayor

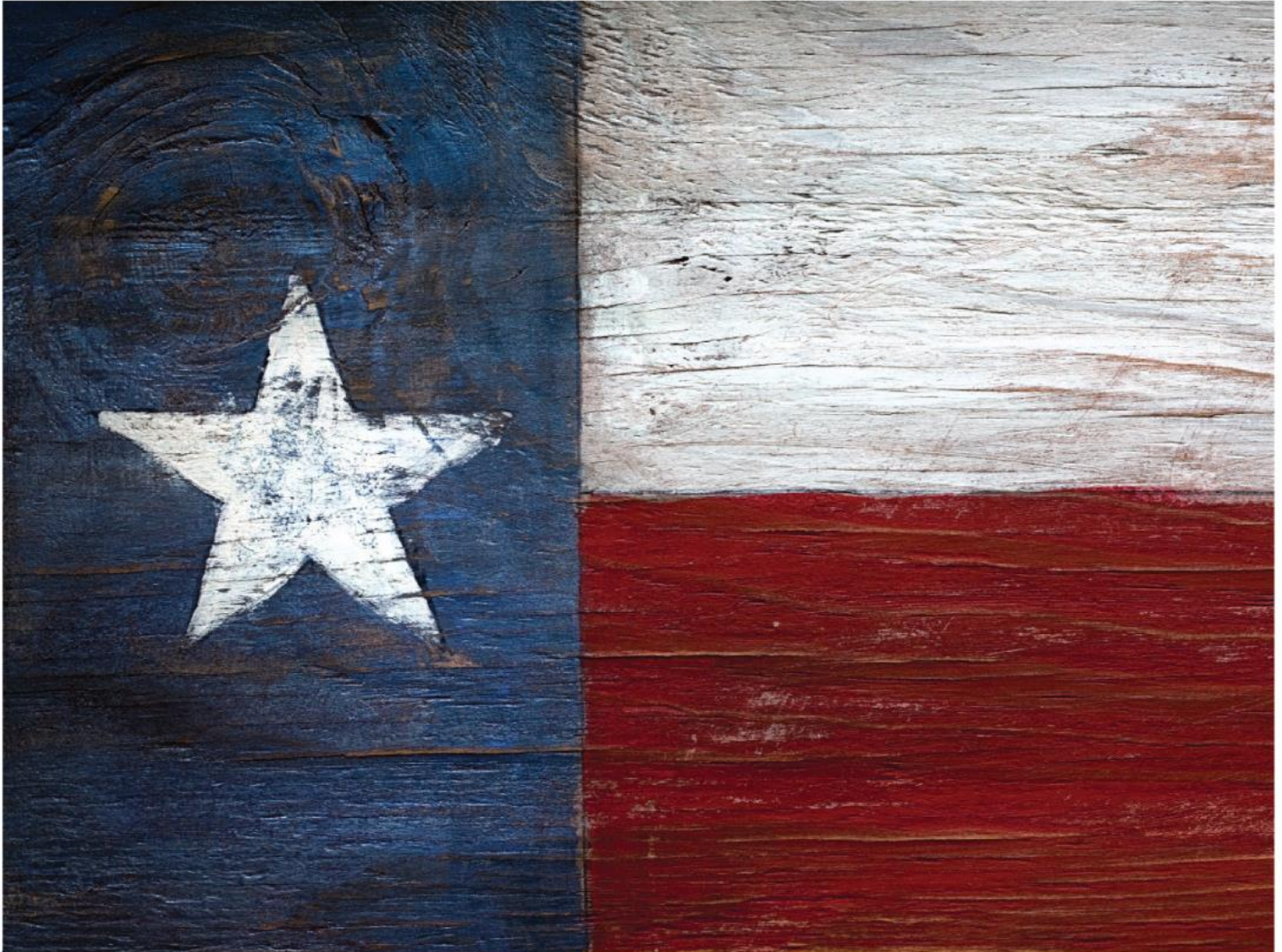
Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



Texas Cooperative Liquid Assets Securities System



Registration Packet

Texas
CLASS[®]

Welcome to Texas CLASS

We believe you have made a sound financial decision in choosing Texas Cooperative Liquid Assets Securities System (Texas CLASS). We look forward to being your trusted provider and are excited to connect with you to make your investment process a positive, easy experience.

Texas CLASS is a short-term, highly liquid investment program, designed specifically for public-sector funds. It provides the opportunity to invest funds on a cooperative basis in short-term investments which are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

This packet contains all of the materials necessary to set up your Texas CLASS account(s). If you have any questions about the registration process or about your Texas CLASS account(s) please do not hesitate to contact us. The Texas CLASS Client Service team can be reached by phone toll-free at 800-707-6242 or by email at clientservices@texasclass.com. The Texas CLASS Team can be reached any business day, 8:30am to 5pm Central Time.

Thank you for choosing Texas CLASS!

Sincerely,

The Texas CLASS Board of Trustees

Registration Procedures

To participate in Texas CLASS, please complete the following:

- 1) Read the Trust Agreement (you may access a copy from the Document page on www.texasclass.com)
- 2) Pass the resolution authorizing participation in Texas CLASS (page 3 and 4)
- 3) Adopt the Trust Agreement by signing Exhibit D (page 5)
- 4) Complete the Entity Registration (page 6)
- 5) Complete the Authorized Contacts Form (page 7)
- 6) Complete the Accounts to be Established form; you may open as many account as you wish (page 8)
- 7) Keep the original forms for your records and send the completed packet to the Texas CLASS Client Service Team by fax 855-848-9910 or by email clientservices@texasclass.com

Questions, please contact us; we would love to hear from you:

Texas CLASS Client Service Team
T 800-707-6242
clientservices@texasclass.com

Resolution to Participate

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the "Act"), requires the governing body of each local government in this State to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the Board of Trustees (the "Governing Body") of the _____ (the "Local Government") has previously reviewed and adopted an investment policy (the "Policy") that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed _____ (the "Investment Officer") to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated October 1, 2013 (the "Information Statement"), of Texas Cooperative Liquid Assets Securities System, an investment pool administered by Public Trust Advisors, LLC, (the "Program"), which sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy, and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Seventh Amended and Restated Trust Agreement dated as of August 5, 2016 (the "Trust Agreement"), which provides the terms on which the Program will operate and the rights of the participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC, as the administrator of the Program (the "Administrator"), and of Wells Fargo Bank as custodian (the "Custodian");

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

That the form, terms and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program participants and the duties and responsibilities of the Administrator, be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government, a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved, that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy, and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved, that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved, that the Governing Body hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting, and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved, that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered and directed from time to time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper; and be it further

Resolved, that this Resolution shall take effect and be in full force and effect upon and after its passage.

Signature of Board President Date

Printed Name

Signature of Secretary Date

Printed Name

Exhibit D – Participation Certificate

The undersigned _____ (the "Local Government") does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Sixth Amended and Restated Trust Agreement (the "Agreement") dated as of August 16, 2013 by and between the Participants, Wells Fargo Bank, as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that _____ (the "Investment Officer") is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, in order for it to participate in the Trust created by the Agreement.

Entity Name

Signature

Date

Title

Accepted by Administrator (to be completed by Texas CLASS):

Signature

Date

Title

Trust Registration

Entity Information

Entity Name (Participant) _____

Entity Type ☐ City/Town ☐ County ☐ School District ☐ Special District ☐ Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year (Month/Day) _____

Texas CLASS is hereby authorized to honor any telephone, faxed or electronic request, believed to be authentic, for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying Texas CLASS of any changes to its account.

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

Authorized Contacts

Key Contact and Authorized Signer

☐ Mr. ☐ Ms. _____
Print First and Last Name

_____ Title

_____ Signature Required

_____ Phone

_____ Email

_____ Fax

Permissions

☒ Authorized Signer to Move Funds

Email Notifications

☐ Monthly Statements

☐ Transaction Confirmations

Online Account

☐ Online User Access

Additional Contact (Optional)

☐ Mr. ☐ Ms. _____
Print First and Last Name

_____ Title

_____ Signature (required if authorized signer)

_____ Phone

_____ Email

_____ Fax

Permissions

☐ Authorized Signer to Move Funds

Email Notifications

☐ Monthly Statements

☐ Read Only Access

☐ Transaction Confirmations

Online Account

☐ Online User Access

Additional Contact (Optional)

☐ Mr. ☐ Ms. _____
Print First and Last Name

_____ Title

_____ Signature (required if authorized signer)

_____ Phone

_____ Email

_____ Fax

Permissions

☐ Authorized Signer to Move Funds

Email Notifications

☐ Monthly Statements

☐ Read Only Access

☐ Transaction Confirmations

Online Account

☐ Online User Access

Accounts to be Established

Entity Name _____

Desired Texas CLASS Subaccount Name(s)

Account Number (assigned by Texas CLASS)

TX-01-

TX-01-

TX-01-

TX-01-

TX-01-

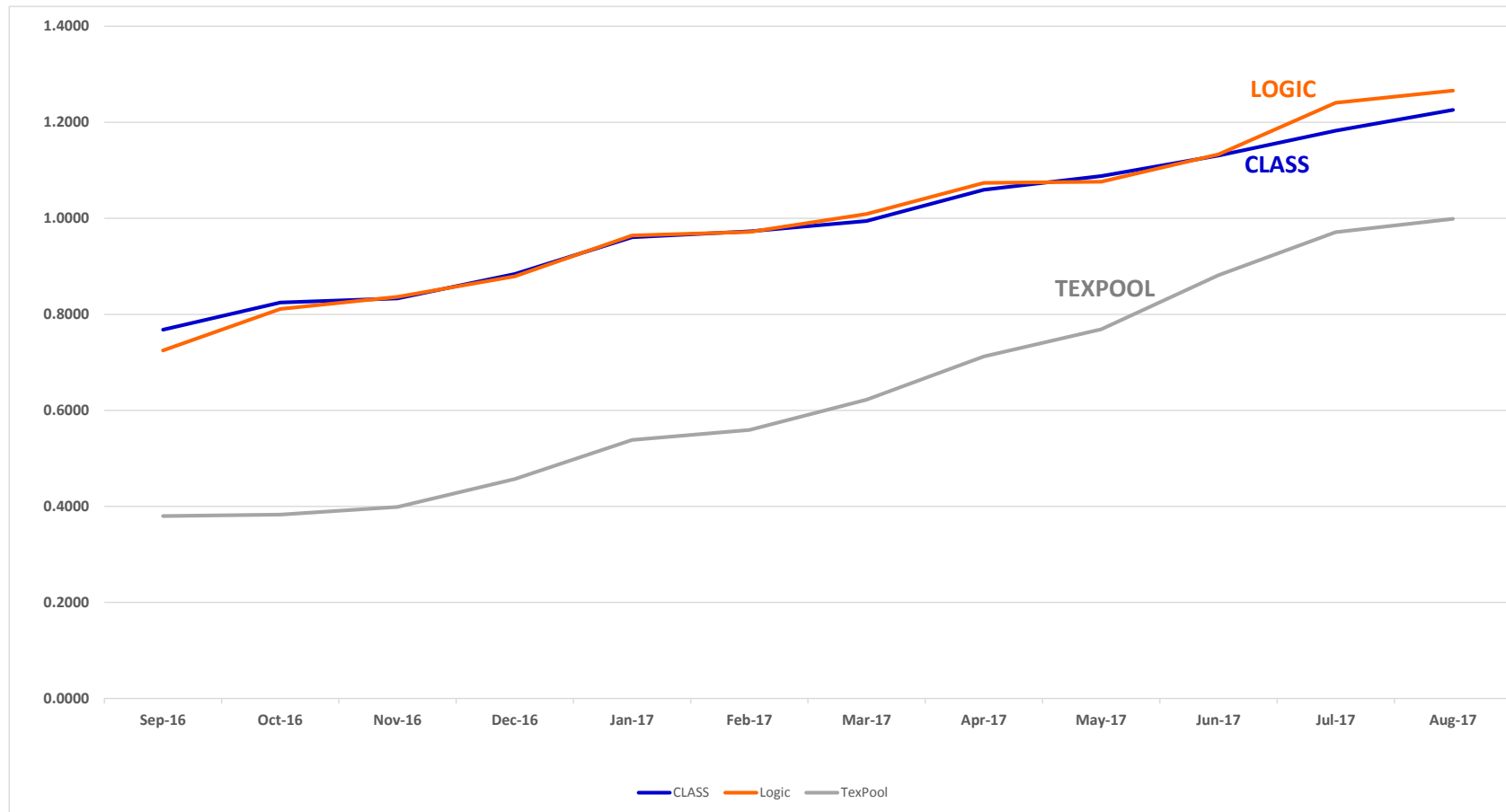
TX-01-

TX-01-

INVESTEMENT RATES COMPARISON

September 2016-August 2017

	CLASS	Logic	TexPool
Sep-16	0.7680	0.7248	0.3799
Oct-16	0.8248	0.8112	0.3828
Nov-16	0.8333	0.8364	0.3987
Dec-16	0.8842	0.8791	0.4570
Jan-17	0.9606	0.9642	0.5385
Feb-17	0.9729	0.9716	0.5591
Mar-17	0.9945	1.0089	0.6222
Apr-17	1.0597	1.0739	0.7121
May-17	1.0881	1.0761	0.7689
Jun-17	1.1307	1.1333	0.8817
Jul-17	1.1826	1.2408	0.9714
Aug-17	1.2258	1.2660	0.9989



SEVENTH AMENDED AND RESTATED TRUST AGREEMENT

Dated as of August 5, 2016

by and among

The Texas Participants
that have entered into this Agreement,

Wells Fargo Bank, N.A., as Custodian

and

Public Trust Advisors, LLC, as Program Administrator

This Seventh Amended and Restated Trust Agreement

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EXHIBIT E - INVESTMENT CRITERIA

EXHIBIT F - PROGRAM ADMINISTRATOR'S FEE

EXHIBIT G - CUSTODIAN'S FEE

PREAMBLE

This Seventh Amended and Restated Trust Agreement dated as of August 5, 2016 (the "Agreement") is by and among the Texas local governmental entities and public entities that have taken the actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and that have either executed this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof (the "Participants"), Wells Fargo Bank, N.A., as Custodian (the "Custodian") and Public Trust Advisors, LLC, (the "Program Administrator") and amends and restates that certain Sixth Amended and Restated Trust Agreement dated as of August 16, 2013, among the Participants, the Custodian and Public Trust Advisors, LLC the Program Administrator.

WHEREAS, each Participant is permitted pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, to pool its funds, or funds under its control, with any similar funds in the treasury of other Participants for the purpose of investing such funds in statutory permitted investments; and

WHEREAS, each Participant will receive a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficiency of such investment if the funds to be invested in concert are held by one entity, the Custodian, which will hold such funds and investments in its capacity as custodian for the benefit of the Participants; and

WHEREAS, it will increase the efficiency of such investment if the advisory, record-keeping and other administrative functions are performed by one entity, the Program Administrator, acting on behalf of the Board of Trustees (as hereinafter defined) and the Participants and if the investment instructions of the Participants, are transmitted through one entity, the Program Administrator, to the Custodian.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each party hereto agrees that all moneys, assets, securities and property now or hereafter acquired by the Trust (as hereinafter defined) shall be held and managed in trust by the Board of Trustees (as hereinafter defined) for the equal and proportionate benefit of the Participants, without privilege, priority or distinction among the Participants, and subject to the terms, covenants, conditions, purpose and provisions hereof as follows:

ARTICLE I

THE TRUST AND DEFINITIONS

1.1 The Trust.

(a) The name of the Trust created by this Agreement shall be "Texas Cooperative Liquid Assets Securities System Trust" or "Texas CLASS." The Board of Trustees retains all rights to the use of the names "Texas CLASS" and "Texas Cooperative Liquid Assets Securities System Trust" and neither the Program Administrator nor the Custodian shall use the name without express consent of the Board of Trustees as reflected in the minutes of the Board of Trustees or another written document approved by the Board of Trustees. Any and all reports, information, data, statistics, forms, plans, procedures, studies and any other communications or form of knowledge prepared or assembled by the Program Administrator for the specific and exclusive benefit of the Board of Trustees or Texas CLASS shall become the property of the Board of Trustees and shall not be made available to any individual, Company, or organization without the prior written approval of the Board of Trustees or except as required by law. So far as may be practicable and pursuant to the provisions of this Trust Agreement, the Custodian and the Board of Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under either of the foregoing names.

(b) The purpose of the Trust is to establish one or more investment pools for the Participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which a Participant may pool any of its funds or funds under its control, with the same such funds of any other Participant in order to preserve principal, to maintain the liquidity of the Participant, and to maximize yield in accordance with the Public Funds Investment Act (the "Act"), Section 2256.001, *et seq.*, Texas Government Code or other laws of the State of Texas, from time to time in effect, governing the investment of funds of a Participant or funds under its control.

(c) The Trust shall maintain an office of record in the State of Texas and may maintain such other offices or places of business as the Board of Trustees may from time to time determine. The initial office of record of the Trust shall be: c/o Bracewell LLP, Attention: Julie M. Partain, Esq., 1445 Ross Avenue, Ste 3800 Dallas, Texas 75202. The office of record may be changed from time to time by resolution of the Board of Trustees, and notice of such change of the office of record shall be given to each Participant, the Custodian and the Program Administrator.

(d) (i) The Trust shall be a trust organized and existing under the laws of the State of Texas. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Board of Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(ii) This Agreement is an agreement creating one or more investment pools within the meaning of the Act.

(c) The Board may authorize the creation of one or more different portfolios or pools, provided however, that each such portfolio or pool shall conform in all respects to the requirements of this Agreement.

(f) The Board may authorize the use of the names "Texas Cooperative Liquid Assets Securities Systems Trust" and "Texas CLASS") in conjunction with other products, portfolios, pools and services which provide investment, financial or other cash management services to Participants and for purposes of this Agreement, such name shall include any pools or portfolios established pursuant to this Agreement. The Program Administrator may identify a name for any additional pools or portfolios established pursuant to this Agreement, subject to Board approval.

1.2 Definitions.

"Account(s)" shall have the meaning set forth in Section 5.3 (a) hereof.

"Act" shall have the meaning set forth in Section 1.1(b) hereof.

"Affiliate" means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Persons.

"Agreement" means this Seventh Amended and Restated Trust Agreement dated as of August 5, 2016, as amended, by and among Public Trust Advisors, LLC, as Program Administrator, Wells Fargo Bank, N.A., as Custodian, and the Participants.

"Balance(s)" for each Participant means the amounts initially equal to zero that are adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant in each pool or portfolio established pursuant to this Agreement, within the Trust, cash payments to such Participant, a pro rata distribution of income from the earnings of each pool or portfolio established pursuant to this Agreement, in which each Participant has invested funds, investment results and expenses and fees for each pool or portfolio established pursuant to this Agreement, in which the Participant has invested.

"Board of Trustees" means the board of the Trustees established pursuant to Article III hereof.

"Business Day" means a day on which banks are not required or authorized by law to close in the State of Texas.

"Conflicting Provisions" shall have the meaning set forth in Section 10.3 hereof.

"Custodian" means Wells Fargo Bank, N.A., as custodian, or any Person or Persons appointed, employed or contracted with by the Trust pursuant to Article V hereof.

"Effective Date" means the first day that execution copies of this Agreement have been executed by the Program Administrator, the Custodian, and the Chairman and Secretary of the Board of Trustees.

"Good Standing" means a Participant that has funded an account with Texas CLASS.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article III hereof or by the Program Administrator pursuant to Article IV hereof.

"Investment Funds" means immediately available funds delivered by each Participant to the Custodian for investment in one or more pools or portfolios established pursuant to this Agreement but only if (i) the Representative appointed by such Participant is authorized pursuant to the laws of the State of Texas to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of Texas to authorize the delivery and investment of such funds.

"Investment Policy" means that investment policy or policies containing procedures and criteria for the investment of funds in Texas CLASS and its sub-accounts, or in any other pool or portfolio established pursuant to this Trust Agreement as adopted annually by the Board of Trustees of Texas CLASS and incorporated herein by reference.

"Investment Procedures" means the procedures for making investments in the Investment Property set forth in Exhibit A attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

"Investment Property" means any and all securities, cash and other personal property, tangible or intangible, which is transferred, conveyed or paid to the Account(s) pursuant to Section 2.1 hereof or otherwise and all proceeds, income, profits and gains therefrom that have not been distributed to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Notwithstanding anything to the contrary, the Custodian shall not be required to hold, purchase, sell or invest in interests in real property under this Agreement, and the Participants shall not attempt to transfer such interests to the Custodian. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Agreement that is not specified in Section 6.1 hereof as being paid by the Program Administrator or specified in this Agreement as being paid directly by a Participant.

"Investment Property Value" means the value of the Investment Property net of the amount of the Investment Property Liabilities as determined pursuant to Section 4.5 hereof and the Valuation Procedures. Such value shall be determined separately for each pool or portfolio established pursuant to this Trust Agreement.

"Meeting of the Board of Trustees" means a duly called meeting of the Board of Trustees.

"Participants" means any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities (i) to which Chapter 2256 is applicable; (ii) that has taken the actions required by Section 2256.016 of the Act; (iii) that has executed either this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof, and (iv) that is in Good Standing.

"Participation Certificate" means a certificate entered into pursuant to Section 2.3 hereof.

"Payment Procedures" means the procedures for requesting payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

"Person" means any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities, corporation, national association, natural person, firm, joint venture, partnership, trust, unincorporated organization or group.

"Program Administrator" means Public Trust Advisors, LLC, or any Person or Persons appointed, employed or contracted with by the Trust pursuant to Article IV hereof.

"Representatives" means those persons who have been designated as Representatives by the Participants pursuant to Section 2.6 hereof.

"Trust" means the Texas trust created as set forth in Section 1.1 of this Agreement.

"Trustee" means any Representative selected pursuant to Article III hereof.

"Valuation Procedures" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

ARTICLE II
PARTICIPANTS

2.1 Investments.

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance. A Participant that wishes to make such an investment shall notify the Program Administrator acting on behalf of the Board of Trustees and follow the Investment Procedures set forth in Exhibit A. Upon such investment in accordance with Exhibit A, the Participant shall have an undivided beneficial interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by an amount equal to the amount of such Investment Funds.

(c) No later than the next Business Day after a Participant has made an investment of Investment Funds, the Custodian shall deliver a confirmation to the Program Administrator. The Program Administrator shall retain a copy of the confirmation in its records.

(d) Any funds that the Program Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Program Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested pursuant to this Agreement nor are there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at one time.

(f) The execution of a certificate for participation, in substantially the form attached as Exhibit D, shall constitute the express written authorization to deposit, withdraw, invest, transfer and manage funds of the Participant required by Section 2256.005(f) of the Act.

2.2 Payments.

(a) Each Participant shall have the right from time to time to request, in accordance with the Payment Procedures set forth in Exhibit B hereto, that the Program Administrator notify the Custodian to pay to the Participant (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian), or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's Balance at the time that payment is made pursuant to such request. Except as provided in Exhibit B, there shall be no limitation on the period of time that Investment Funds must be invested through the Trust prior to such payment.

(b) Upon the receipt of any payment request, the Program Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall

be paid (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian) by the Custodian to, or on behalf of, such Participant as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.2 (b) hereof, such Participant's Balance shall be reduced by the Program Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to payments may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in fixed income securities generally in any national trading market shall have been suspended or minimum prices or maximum daily charges shall have been established on such market, (ii) a general banking moratorium shall have been declared by federal or Texas state authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C from time to time. The Custodian and each Participant shall be notified as soon as practicable orally or in writing by the Program Administrator in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Program Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Program Administrator declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing as determined by the Program Administrator. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement. Notwithstanding anything contained in this Section 2.2(d) to the contrary, if during a suspension or postponement period, a Participant demands in writing the right to receive a payment and it is not impossible to accommodate such demand, the Program Administrator shall make all reasonable efforts to effectuate such payment demand.

2.3 Additional Participants After Initial Execution.

(a) Any local government or state agency as defined in the Act of the State of Texas that has the authority to pool any of its money pursuant to Section 2256.016 of the Act that wishes to become a party to this Agreement after the Effective Date may do so by taking the actions required by Section 2256.016 of the Act and by executing either a counterpart to this Agreement or a Participation Certificate attached hereto as Exhibit D and delivering the counterpart or the original executed Participation Certificate to the Program Administrator. The Program Administrator shall provide written notification monthly to the Board of Trustees and the Custodian of the admission of a new Participant. Any entity that becomes a Participant pursuant to this Section 2.3 shall have the same rights and obligations hereunder as the other Participants.

2.4 Termination of Participation.

(a) Any Participant may withdraw from this Agreement at any time upon written notice to the Program Administrator, who shall notify the Custodian and the Board of Trustees upon receipt of such notice of withdrawal. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement except for any obligations arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute (i) a request under the Payment Procedures that an amount equal to the requesting Participant's entire Balance(s) as of the date of such notice be paid to such Participant and (ii) a termination of the Board of Trustees' trust relationship hereunder with the Participant. No withdrawal shall become effective until such Participant's Balance(s) is equal to zero, and until such time, such Participant shall continue to possess all of the rights, and to be subject to all of the obligations, arising from this Agreement.

(b) Any Participant that breaches any material covenant contained in Article VIII hereof or for which any of the representations contained in Article VII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.4(a) hereof immediately upon such breach or cessation, but shall not be deemed to have requested the payment of its Balance(s) unless and until it either makes an actual payment request or the Program Administrator determines that such a breach or cessation has occurred.

2.5 Receipt of Statements and Reports; Requests.

(a) The Program Administrator, on behalf of the Board of Trustees, shall provide to each Participant a copy of the statements prepared pursuant to Section 4.2 hereof and of the reports prepared pursuant to Section 4.3 hereof applicable to such Participant.

(b) In addition, each Participant may direct the Program Administrator to provide a statement of the value of the Participant's Balance(s) as of the date of the request, provided such request is received by the Program Administrator by 4:00 p.m. CST on a given day.. The Program Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that records the Participant's Balance(s) as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Program Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments or portions thereof belonging to each such Participant.

(d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.

2.6 Representatives.

(a) Each Participant shall designate a Representative to act for the Participant hereunder (the "Representative") for all purposes, including, without limitation, to give consents

on behalf of the Participant and to receive notices on behalf of the Participant. Pursuant to Section 2256.005 (f) of the Act, such Representative shall be the investment officer that is empowered by the charter, ordinances or other rules or regulations of the Participant to direct the investment of such Participant's Investment Funds. The Representatives, in their capacity as Representatives shall not be required to devote their entire time to duties under the Agreement. To the extent permitted by law, each Representative may designate additional persons who may act on behalf of the Representative to transmit the Representative's instructions to the Program Administrator, the Custodian or the Board of Trustees.

(b) Each Representative shall be the official responsible for the investment of Investment Funds into the Trust and all payments made from the Trust for the Participant represented by such Representative. In making such investments and payment requests, each Representative shall use judgment and care to achieve the following objectives in the indicated order: (i) preservation and safety of principal, (ii) liquidity, and (iii) yield.

2.7 Liability.

No Representative shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Representative of a Participant. No Representative of a Participant who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE III

TRUSTEES AND THE BOARD OF TRUSTEES

3.1 Selection of Trustees.

(a) Each calendar year, the Program Administrator shall call, upon at least fifteen days' written notice to the Participants, a meeting of the Participants for the purpose of selecting Trustees for the Trust. If the Program Administrator shall fail to call such a meeting, any two Participants may call such a meeting by providing at least fifteen days' written notice to the other Participants. At such meeting, the Participants may nominate persons to serve as Trustees of the Trust. In order to qualify to be nominated as a Trustee, a candidate must be a Representative. The number of Trustees to be selected shall be determined by the Participants at such meeting, provided that the number of Trustees shall be an odd number of three (3) or more. In order to be elected as a Trustee, a candidate must receive a majority of the votes of the Participants present and voting at such meeting. A quorum for such meeting shall be the lesser of (i) fifteen Participants or (ii) ten percent of the total number of Participants determined at the time the notice of the meeting is sent. If a quorum is not present, the meeting may be adjourned to a future time and place set at such meeting. Each Participant shall be entitled to one vote regardless of the amount of funds invested in the Trust. To the extent permitted by law, each Representative may designate a person who may act on behalf of the Representative at a meeting of Participants.

(b) The Program Administrator shall send written notice to the Participants and the Custodian listing the names of the Trustees elected at each annual meeting.

3.2 Board of Trustees.

The Board of Trustees shall be made up of all of the Trustees elected by the Participants or designated pursuant to Section 3.5 hereof. The Board of Trustees shall supervise the Trust and the affairs of the Trust and shall act as the liaison between the Participants and the Custodian and the Program Administrator. The Board of Trustees shall appoint an advisory board to advise the Trust, as required by the Act. The Board of Trustees shall have the power to administer the affairs of the Trust and to enter into contracts and agreements on behalf of the Trust in order to effectuate the terms of this Agreement. The Board of Trustees shall have the power to select all of the Trust's consultants, including, without limitation, the Program Administrator and the Custodian, subject to the terms of this Agreement. The Trustees shall select by majority vote a chairman of the Board of Trustees, and may select such other officers of the Board of Trustees, including, without limitation, a vice chairman and a secretary, as the Trustees deem appropriate. In the absence of the chairman, the vice chairman, if any, shall have the power to act in place of the chairman hereunder.

3.3 General Powers.

Subject to the rights of the Participants as provided herein, the Board shall have, without other or further authorization, power to administer the Trust and the affairs of the Trust. The Board may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for the administration of the Trust and the investment of the Trust Property, but shall invest with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation, but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.

3.4 Legal Title.

Title to all of the Trust Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Trust shall have full and complete power to cause legal title to any Trust property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other person as nominee, on such terms, in such manner, and with such powers as the Board may determine, so long as in its judgment the interest of the Trust is adequately protected.

3.5 Power to Contract, Appoint, Retain and Employ.

(a) The Board is responsible for the investments of the Trust consistent with the investment policies established in this Trust Agreement and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors or independent contractors of the Trust. However, members of the Board are not required to devote their entire time to the business and affairs of the Trust or to personally conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain or contract on behalf of the Trust with any persons the Board

may deem necessary or desirable for the transaction of the affairs of the Trust, and the expenses relating to such persons shall be Investment Property Liabilities. The Board may appoint, employ, retain or contract on behalf of the Trust with such persons for the purpose of :

- (i) Serving as Investment Advisor to the Trust;
- (ii) Serving as Program Administrator of the Trust;
- (iii) Serving as Custodian for the Trust;
- (iv) Furnishing reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;
- (v) Acting as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;
- (vi) Acting as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting, or other enforcement of any lien or security securing investment; or
- (vii) Assisting in the performance of such other functions necessary in the management of the Trust.

(b) The same person may serve simultaneously as the Program Administrator and as the Investment Advisor, but no person serving as the Program Administrator or the Investment Advisor may serve as the Custodian.

3.6 Meetings.

Meetings of the Board of Trustees may be called by the Program Administrator at any time, and shall be called by the Program Administrator upon the request of at least two Trustees, on at least seventy-two hours' notice to each Trustee and shall be held at the time and place and for the purposes stated in the call of the meeting. There shall be at least one meeting of the Board of Trustees in each calendar year.

3.7 Delegation: Committees: Bylaws: Policies: Procedures.

The Board shall have full and complete power to delegate from time to time to one or more of their number (who may be designated as constituting a Committee of the Board) or to officers, employees or agents of the Trust (including without limitation, the Program Administrator, the Custodian, or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time to time, amend or repeal by-laws, policies or procedures for the conduct of the business of the Trust. Such by-laws, policies or procedures, may, among other things, define the duties of the respective officers, agents, employees and representatives of the Trust.

3.8 Term.

The term of office for Trustees elected pursuant to Section 3.1(a) hereof shall commence thirty days after the notice specified in Section 3.1(e) is sent to the Participants and the Custodian. The term of office for Trustees selected pursuant to Section 3.5 hereof shall commence immediately upon such selection. Each Trustee shall hold office until the first to occur of: (a) the Trustee's resigning, (b) the Trustee ceasing to be a Representative of a Participant, (c) the Trustee's death, (d) the Trustee's being adjudicated incompetent or otherwise losing the capacity to discharge the duties of the office of a Trustee and (e) the term of office of the Trustee's successor having begun pursuant to this Section 3.8.

3.9 Vacancies.

If any Trustee resigns or is removed or otherwise ceases to serve, the remaining Trustees may designate a qualified successor to fill such vacancy until the next annual meeting of Participants.

3.10 Costs.

The expenses of each Representative to attend the annual meeting shall be borne by each Participant. The reasonable out-of-pocket expenses of the Trustees incurred in the performance of their duties hereunder and of attending a meeting of the Board of Trustees shall be Investment Property Liabilities.

3.11 Investment Officer.

The chairman of the Board of Trustees, ex officio (or in the absence of the chairman, the vice chairman, if any), shall be the investment officer for the Trust as required by Section 2256.005 (f) of the Act.

3.12 Public Proceedings.

Notwithstanding anything contained in this Agreement, the Board of Trustees shall comply with the applicable provisions of Chapter 552 of the Texas Government Code.

3.13 Telephone Participation.

Upon the occurrence of an emergency or unforeseeable circumstances requiring immediate action, a Representative may participate in a meeting of Participants and a Trustee may participate in a meeting of the Board of Trustees through the use of a conference telephone, provided that such Representative or Trustee is able to hear the deliberations of the other Representatives or Trustees, respectively, and the other Representatives or Trustees are able to hear such Representative or Trustee, respectively, simultaneously.

3.14 Liability.

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than

liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability. Insurance.

The Board shall have full and complete power to purchase and pay for, entirely out of Trust property, insurance policies insuring the Trust, the Trustees, officers, employees and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability. The Board may instruct the Program Administrator to obtain such insurance on behalf of the Board in such amount as the Board and the Program Administrator shall deem adequate to cover all foreseeable liabilities to the extent available at reasonable rates.

ARTICLE IV

PROGRAM ADMINISTRATOR

4.1 Appointment: General Provisions.

(a) The Participants hereby appoint Public Trust Advisors, LLC as the Program Administrator under this Agreement, subject to the overall supervision of the Board of Trustees, for the period and on the terms set forth in this Agreement.

(b) Public Trust Advisors, LLC accepts such appointment and agrees to render the services and to assume the obligations set forth herein, for the compensation herein provided.

(c) The Participants and the Board of Trustees agree that the Program Administrator shall invest the Investment Property in investments meeting the criteria set forth in Exhibit E and in the Investment Policy applicable to each pool or portfolio established pursuant to this Trust Agreement, and in a manner that maintains the AAA or equivalent rating of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement. The Program Administrator is directed to cause Investment Property of each Participant to be invested in investments meeting the criteria set forth in Exhibit E and in the Investment Policy applicable to each pool or portfolio established pursuant to this Trust Agreement and in a manner that maintains the AAA or equivalent rating of any pool or portfolio established pursuant to this Agreement. The Board and the Participants delegate no investment discretion to the Program Administrator hereunder to invest in investments not meeting the criteria set forth in Exhibit E and the Program Administrator expressly refuses to accept any delegation of such discretion. The decision concerning which criteria shall be contained on Exhibit E shall remain at all times under the control of the Board of Trustees. The Board of Trustees shall ensure that the criteria set forth on Exhibit E are permitted by, and consistent with the standards and the duty of care set forth in, the Act.

(d) Each Participant directs the Custodian to act, and the Custodian agrees to act, in accordance with the instructions of the Program Administrator who shall act in a manner consistent with this Agreement. The Program Administrator shall at no time have custody of, possession of, or physical control over, any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Program Administrator instead of to the Custodian, the Program Administrator shall immediately transfer such Investment Funds to the Custodian. The Program Administrator shall not be liable for any act or omission of the Custodian, but shall be liable for the Program Administrator's acts and omissions as provided herein. Under no circumstance shall the Program Administrator be authorized or permitted to withdraw, or instruct the Custodian to withdraw, Investment Property maintained with the Custodian unless acting upon the request of a Participant pursuant to Section 2.2(a).

4.2 Monthly Statements.

(a) Within 15 days subsequent to the end of each month, the Program Administrator shall, on behalf of the Board of Trustees, prepare and submit to each Participant which was a Participant during such month a statement setting forth the information required by Section 2256.016(c)(2) of the Act.

(b) The Program Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance(s) as of the date of such request, subject only to account activity as of such date provided that such request is received by the Program Administrator by 5:00 p.m. CST on a given date.

4.3 Reports.

(a) The Program Administrator shall prepare or cause to be prepared:

(i) at least annually a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and

(ii) at least annually an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Program Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Board of Trustees and the Participants within ninety (90) days after the close of the period covered thereby.

(b) The Program Administrator shall provide to the Board, on an annual basis, the Certification substantially as set forth in Exhibit H.

(c) The Program Administrator shall provide to the Board, the Securities and Exchange Commission form ADV filing of Public Trust Advisors, LLC within ninety (90) days of such filing.

(d) The Program Administrator shall provide to the Board, on an annual basis, Public Trust Advisors, LLC's disaster/contingency plan for the protection of the assets of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement.

4.4 Investment Activities and Powers.

Subject to the supervision of the Board of Trustees, and consistent with Section 4.1(c), the investment criteria set forth in Exhibit E and in the Investment Policies, the Program Administrator shall perform the following services:

(a) advise the Board of Trustees concerning investments which appear to the Program Administrator to be advantageous to the Participants within the investment criteria set forth in Exhibit E and within all applicable law, provided, however, the Board of Trustees shall have the duty to inform the Program Administrator of any changes to the Act;

(b) implement or cause to be implemented securities transactions for the Trust on behalf of the Board of Trustees and the Participants as permitted by the investment criteria set forth in Exhibit E (including, without limitation, by executing or causing to be executed on behalf of and as an agent of the Trust agreements and other documents containing representations, warranties and covenants that are common or standard for such agreements and documents within the investment industry) or, despite the intention of the parties hereto to always have the Investment Property fully invested, cause the Custodian to hold the Investment Property uninvested in a custodial account maintained for the benefit of the Trust;

(c) from time to time, review the permitted investments and the investment criteria set forth in Exhibit E and, if circumstances and applicable law permit, recommend changes in such permitted investments and such investment criteria;

(d) provide such advice and information to the Participants and the Board of Trustees on matters related to investments as the Participants or the Board of Trustees may reasonably request, including, without limitation, research and statistical data concerning the Investment Property and other matters within the scope of the permitted investments and investment criteria set forth in Exhibit E;

(e) advise whether and in what manner all rights conferred by the Investment Property should be exercised;

(f) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Agreement or applicable laws; and

(g) employ, consult with, obtain advice from and exercise any of the Program Administrator's rights or powers under this Agreement through the use of agents, including investment advisors, brokers, dealers, auditors and legal counsel (who may be counsel to the Program Administrator or the Board of Trustees) or other advisors. Notwithstanding Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants to such agents.

4.5 Daily Calculation of Program Value and Rate of Return.

(a) The Program Administrator shall calculate the Investment Property Value once on each Business Day at the time and in the manner provided in the Valuation Procedures.

(b) Upon performing the valuation specified in Section 4.5(a) hereof, the Program Administrator shall calculate (rounding off to the nearest whole cent) the Balance of each Participant and each Balance of each of the Participants shall be adjusted proportionately so that the total Balances of all the Participants equals the Investment Property Value.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been approved from time to time by the Program Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time to time by the Program Administrator.

(e) The Program Administrator shall calculate daily the rate of return earned on the Investment Property.

4.6 Administration of Program.

The Program Administrator shall perform the following administrative functions on behalf of the Board of Trustees in connection with the implementation of this Agreement:

(a) collect and maintain for such time period as may be required under any applicable federal or Texas law written records of all transactions affecting the Investment Property or the Balances, including, but not limited to (a) investments by and payments to or on behalf of each Participant; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment Property Value; (e) adjustments to the Participants' Balances; and (f) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that subdivides the Participant's Balance into subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds;

(b) assist in the organization of the annual meeting required by Section 3.1(a) hereof and of Meetings of the Board of Trustees, including preparation and distribution of the notices and agendas therefor;

(c) respond to all inquiries and other communications of Participants, if any, which are directed to the Program Administrator, or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such person and coordinating his response thereto;

(d) pay all Investment Property Liabilities in accordance with this Agreement from the Investment Property; and

(e) engage in marketing activities to promote participation of Texas governmental entities in the Trust.

4.7 Resignation and Removal.

(a) The Program Administrator may resign as Program Administrator upon the giving of at least sixty (60) days' prior written notice of such resignation to the Board of Trustees and the Custodian.

(b) A majority of the Board of Trustees may remove the Program Administrator upon the giving of at least sixty (60) days' prior written notice to the Program Administrator and the Custodian.

(c) In the event that the Program Administrator shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Program Administrator, a majority of the Board of Trustees shall appoint a successor.

(d) Upon notification of the removal or resignation of the Program Administrator, the Program Administrator shall deliver to the Board all data and records pertaining to Texas CLASS and its Participants within 60 days of the notification of removal or resignation, provided, however, that the Program Administrator may retain copies of any such data and records required to be retained by it by law or in compliance with the requirements of its corporate records retention policy. The Program Administrator shall continue to administer Texas CLASS until a successor program administrator is appointed by the Board under the terms of this Agreement.

(e) If a new program administrator is not appointed by the Board within 60 days of a notification of removal or resignation of the Program Administrator, the Program Administrator shall continue to administer Texas CLASS until a successor program administrator is selected, but shall be compensated for such administration pursuant to an agreement to be negotiated between the Program Administrator and the Board.

4.8 Liability.

(a) Each Participant agrees that the Program Administrator and its officers, directors, agents and employees shall not be liable for any action performed or omitted to be performed or for any errors of judgment made in good faith in connection with any matters to which this Agreement relates, provided that such disclaimer shall not relieve any of them for liability arising from negligence, malfeasance, material breach of this Agreement by the Program Administrator or violation of applicable law by any of them ("Program Administrator Liabilities"). Nothing herein shall constitute a waiver or limitation of any rights which the Participants may have under any federal or state securities laws.

(b) Each Participant, the Board of Trustees and the Custodian understand that in performing its services hereunder the Program Administrator will rely on information

provided by others and agree that the Program Administrator is not responsible for the accuracy of such information.

4.9 Power to Receive Investment Advice.

The Program Administrator shall have the right, at its own cost, to receive investment advice concerning the Investment Property from any other third party. Notwithstanding the provisions of Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants such other third parties in order to obtain such investment advice. The Program Administrator shall notify the Board of Trustees if any third parties are retained, pursuant to this Section 4.9 within 45 days of such retention.

4.10 Advice to Other Clients.

It is understood that the Program Administrator performs investment advisory services for various clients. The Participants agree that the Program Administrator may give advice and take action with respect to any of its other clients which may differ from the advice given to, or the timing or nature of action taken with respect to, the Investment Property; provided that the policy and practice of the Program Administrator is not to favor or disfavor consistently or consciously any client or class of clients in the allocation of investment opportunities and that, to the extent practical, such opportunities are allocated among clients over a period of time on a fair and equitable basis. Nothing herein contained shall be construed so as to prevent the Program Administrator or any of its directors, officers, employees, shareholders or affiliates in any way from purchasing or selling any securities for its or their own accounts prior to, simultaneously with or subsequent to any recommendation or actions taken with respect to the Investment Property or impose upon the Program Administrator any obligation to purchase or sell or to recommend for purchase or sale for the Investment Property any security which the Program Administrator or any of its shareholders, directors, officers, employees or affiliates may purchase or sell for its or their own accounts or for the account of any other client, advisory or otherwise; provided always, however, that the Program Administrator shall use its best efforts to maximize the gains for the Investment Property in a manner consistent with the investment criteria set forth in Exhibit E hereof.

4.11 Special Sub-accounts.

Notwithstanding anything in this Agreement to the contrary, the Program Administrator from time to time may propose to the Participants that the Participants establish specially designated subaccounts with investment, payment procedures, fees or other characteristics different from those set forth in this Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments or certain other conditions to be met for payments, such as possible payment penalties, or additional fees for administering such specially designated subaccounts. A Participant in its sole discretion may create any such special subaccount using the same procedures for establishing other subaccounts set forth in this Agreement. The establishment of such special subaccounts shall not be deemed an amendment of this Agreement. Any special subaccount that is created pursuant to this Section 4.11 shall be subject to the terms set forth in the proposal of the Program Administrator until the terms governing such special subaccount are amended pursuant to this

Agreement. The Program Administrator may calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for each Participant.

4.12 Intellectual Property.

(a) The Trust will own all Intellectual Property related to the name "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS." For purposes of this section, "Intellectual Property" shall mean all of the rights, relating to the names, "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS" including copyrights, trademark and service mark rights, trade dress rights, rights of publicity, web site and the internet domain rights. Public Trust Advisors, LLC makes no representation or warranty that it owns any Intellectual Property rights in those names, or that there are no third parties who may claim rights to intellectual property rights in or associated with the names.

(b) Public Trust Advisors, LLC hereby assigns all Intellectual Property rights that it has or may have that are not otherwise conveyed by other instrument or party, to the Trust. Public Trust Advisors, LLC represents and warrants to the Board that it has the right and authority to transfer to the Trust all Intellectual Property that it has or may have, in each case to the extent such Intellectual Property is reasonably necessary for the Trust's ownership, operating and full enjoyment of the name "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS". The Board assigns to Public Trust Advisors, LLC an irrevocable license during the term of Public Trust Advisors, LLC's tenure as Program Administrator to use all Intellectual Property rights described herein in connection with the administration of the Trust.

ARTICLE V

THE CUSTODIAN

5.1 Appointment and Acceptance; Sub-Custodians.

(a) Wells Fargo Bank, N.A., as Custodian, is appointed by each of the Participants to be the Custodian for the collective interests of the Participants under this Agreement for the period and on the terms set forth herein. The Participants hereby delegate to the Custodian the authority to hold legal title to investments purchased with their funds pursuant to Section 2256.016(d) of the Act. Wells Fargo Bank, N.A., as Custodian, accepts such appointment and agrees to render the services and to assume the obligations set forth herein, for the compensation herein provided.

(b) The Custodian may employ other banks and trust companies as sub-custodians, including without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations under this Agreement.

(c) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

5.2 Resignation and Removal: Successors.

(a) The Custodian may resign upon the giving of at least sixty (60) days prior written notice to the Board of Trustees and the Program Administrator. A majority of the Board of Trustees may remove the Custodian upon at least sixty (60) days prior written notice to the Custodian and the Program Administrator. Notwithstanding the foregoing, the resignation or removal of the Custodian shall not be deemed effective unless a successor shall have been chosen pursuant to Section 5.2(b) hereof. In the event that assets remain in the possession of the Custodian due to the failure of the Board of Trustees to appoint a successor custodian, the Custodian shall be entitled to compensation for its services during such period, and the provisions of this Agreement relating to the duties and obligations of the Custodian shall remain in full force and effect. Alternatively, the Custodian shall have the right to commence an action in the nature of an interpleader and seek to deposit the assets in a court of competent jurisdiction.

(b) In the event that the Custodian shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Custodian, a majority of the Board of Trustees shall appoint a successor provided, however, that so long as the Program Administrator is required to pay the fees of the Custodian pursuant to Article VI hereof, the appointment of such successor Custodian shall require the prior written consent of the Program Administrator.

5.3 Powers.

(a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one or more custody accounts for the benefit of the Trust (the "Account") in the name of "[Name of Custodian] as Custodian for the Benefit of Texas CLASS" (and/or the name of such other pool or portfolio as established pursuant to this Trust Agreement) and will accept for safekeeping and for credit to the Accounts, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.1 hereof, and the income or earnings derived therefrom. The Custodian may accept funds hereunder for the purchase of securities to be held by the Custodian and shall not be required to make an independent determination whether such funds are Investment Funds.

(ii) Except as provided in Section 5.3(c)(iii), all securities and other noncash Investment Property held in each Account shall be physically segregated from other securities in the possession of the Custodian and from other pools or portfolios established pursuant to this Trust Agreement and shall be identified as subject to this Agreement.

(b) In accordance with instructions of the Program Administrator who shall act in a manner consistent with this Agreement, the Custodian shall, for the account and benefit and burden of the Participants:

(i) receive and deliver Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibits A and B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 5.3(b);

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Trust and any and all Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property: (a) collect, sue for, receive and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Investment Property; (d) foreclose on any personal property, security or instrument securing any investments, notes, bills, bonds, obligations or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any personal property; (f) be a party to the reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements and other instruments; (i) pay or satisfy any debt or claims; and (j) file any financing statements concerning the Investment Property with the appropriate authorities to protect the Investment Property from any potential claim of any creditors of any of the Participants; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Agreement.

(c) (i) with respect to Investment Property held by the Custodian hereunder, the Custodian shall collect all income or other payments, release and deliver such Investment Property, and take any other action as directed by the Program Administrator, with respect to dividends, splits, distributions, spinoffs, puts, calls, conversions, redemptions, tenders, exchanges, mergers, reorganizations, rights, warrants or any other similar activity relating to the Investment Property held in the Account. The Custodian shall request direction of the Program Administrator upon receipt of actual notice of any such activity. For purposes of this paragraph, the Custodian shall be deemed to have actual notice if the Program Administrator informs the Custodian of such activity or if information concerning any such activity is published in one or more of the following publications: J.J. Kenny's Munibase System, Financial Card Service, Xcitek, Inc., Standard & Poors' Called Bond Listing, Depository Trust Reorganization Notices, and The Wall Street Journal. If the Custodian does not have actual notice of such activity, any such activity will be handled by the Custodian on a "best efforts" basis.

The Custodian shall not be under any obligation or duty to take action to effect collection of any amount, if the assets on which such amount is payable are in default and payment is refused after due demand or presentation. The Custodian will, however, promptly notify the Program Administrator in writing of such default and refusal to pay.

The Custodian is not authorized and shall not disclose the name, address or security positions of the Participants in response to requests concerning shareholder communications under Section 14 of the Securities Exchange Act of 1934, the rules and regulations thereunder, and any similar statute, regulation, or rule in effect from time to time;

(ii) the Custodian shall promptly deliver or mail to the Program Administrator all forms of proxies and all notices of meetings received by the Custodian relating to Investment Property held under this Agreement and, upon receipt of instructions from the Program Administrator, shall execute and deliver such proxies or other authorizations as may be required. Neither the Custodian nor its nominee shall vote any Investment Property or execute any proxy to vote the same or give any consent to take any other action with respect thereto (except as otherwise herein provided) unless directed to do so by Program Administrator upon receipt of instructions;

(iii) the Custodian shall hold the Investment Property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at The Depository Trust Company or other depository, sub-custodian or clearing corporation; or (c) in a book entry account with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property held by any such depository, sub-custodian, clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provided, however, that the custodial relationship and the interests of the Trust or the Participants regarding such Investment Property shall be noted on the records kept by the Program Administrator and the custodial relationship on

behalf of the Trust or the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of Trust or the Participants to be noted on the records of such depository, sub-custodian, clearing corporation or Federal Reserve Bank. The Custodian shall not be obligated or liable for costs, expenses, damages, liabilities or claims (including attorneys' or accountants' fees) which are sustained or incurred by reason of any action or inaction of the Federal Reserve Bank book-entry system, The Depository Trust Company or any other central depository or clearing agency which it is or may become standard market practice to use for the comparison and settlement of securities trades, provided, however, that nothing in this sentence shall relieve the Custodian of its obligations set forth in Section 5.1(b) hereof regarding banks or trust companies selected as sub-custodians; and

(iv) the Custodian shall hold and physically segregate for each Account all Investment Property owned by each Account other than Investment Property held pursuant to 5.3(c)(iii)(b) and (c) above. Investment Property physically held by the Custodian (other than bearer securities) may be registered in the name of any nominee of Custodian, provided that the records of the Custodian provide that such Investment Property is held in a custodial capacity and that such Investment Property is not an asset of the Custodian or such nominee. All Investment Property accepted by Custodian under the terms of this Agreement shall be in negotiable form.

5.4 Custodial Relationship; Custodian Records.

(a) The Custodian shall hold the Investment Property in its capacity as custodian for the benefit of the Trust. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's Balance.

(b) The Custodian shall maintain its own internal records concerning the Account(s) and the transactions contemplated by this Agreement, and the Custodian shall cause all of such records to reflect the custodial relationship created by this Agreement and the fact that the Investment Property in each Account belongs to the Trust for the collective benefit of the Participants in each pool or portfolio established pursuant to this Trust Agreement, respectively. Notwithstanding the foregoing, the Program Administrator shall maintain all records regarding each Participant's beneficial interest in such Investment Property, and such records shall conclusively determine the beneficial interests of each Participant in the Investment Property segregated between the pools or portfolios in which such Investment Property is held. The records maintained by such Program Administrator shall be conclusively determinative of the beneficial interests of the Participants in each pool or portfolio established pursuant to this Trust Agreement; it being understood that the Custodian shall not be obligated to maintain records concerning the beneficial interest of individual Participants in the Investment Property.

5.5 Reliance on Instructions.

(a) The Custodian is authorized to accept and shall be fully protected if it relies upon the instructions given by any authorized officer, employee or agent of the Program Administrator, including any oral instructions which the individual receiving such instructions on behalf of the Custodian believes in good faith to have been given by an authorized officer, employee or agent of the Program Administrator, and all authorizations shall remain in full force and effect until canceled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees or agents of the Program Administrator shall be only such persons as are designated in writing to the Custodian by the Program Administrator. The Custodian may rely on instructions received by telephone, tested telex, TWX, facsimile transmission or by bank wire which the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through a customer data entry system or any similar electronic instruction system acceptable to the Custodian. Any instructions delivered to the Custodian by telephone shall promptly thereafter be confirmed in writing by an authorized person, but the Custodian will incur no liability for the Program Administrator's failure to send such confirmation in writing. Instructions are deemed given to the Custodian when actually received by the Custodian.

(b) In the absence of bad faith or negligence on its part, the Custodian may conclusively rely, as to the truth and correctness of the statements expressed in notices, certificates or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate or document submitted to it or verify the accuracy of the contents thereof.

5.6 Degree of Care.

(a) The Custodian shall hold the Investment Property in the Account(s) with the same degree of care and protection with which it holds its own property. The Custodian agrees that it shall be responsible for any loss of Investment Property caused solely by the negligence or bad faith of the Custodian or its agents or any material breach of this Agreement by the Custodian. The Custodian is hereby released from liability except for liability arising from the negligence or bad faith of the Custodian or its agents or from any material breach of this Agreement by the Custodian. In the event of any such loss of Investment Property, the Custodian shall promptly replace the Investment Property or the value thereof and the value of any such loss of rights or privileges resulting from such loss. The Custodian shall not be responsible for the acts or omissions or solvency of any broker or agent selected by the Program Administrator to effect any transactions for the Account(s).

(b) The Custodian shall not be liable for any error of judgment made in good faith by an employee, officer or agent of the Custodian, unless it was proved that the Custodian was negligent in ascertaining the pertinent facts.

(c) Except as provided in Section 5.6(a), the Custodian shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of

any of its duties hereunder or in the exercise of any of its rights or powers unless it receives indemnity satisfactory to it for repayment of such funds or against such risk of liability.

(d) The Custodian shall have no discretion whatsoever with respect to the management, disposition or investment of Investment Property and is not a fiduciary to the Program Administrator or the Participants. During the term of this Agreement, the Custodian may, with respect to questions of law and construction of this Agreement, apply for and obtain, at the cost of the Custodian, the advice and opinion of counsel of its choice and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice or opinion. The Custodian shall have no duties except those that are specifically set forth in this Agreement. The Custodian shall only be responsible for custody hereunder of Investment Property delivered to it and then only while such Investment Property is held in the Account.

5.7 Subrogation.

At the election of a majority of the Board of Trustees, the Trust shall be entitled to be subrogated to the rights of the Custodian, with respect to any claim against any other Person or institution which the Custodian may have, as a consequence of any loss or damage to the Investment Property. In such event, the Board of Trustees shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for such loss.

5.8 Insurance.

(a) The Custodian shall maintain insurance coverage the following types and amounts with limits agreed to be the Board of Trustees:

(b) Financial Institution Bond - \$100,000,000

(c) Professional Liability - \$100,000,000

5.9 Setoff.

The Custodian shall not have, and shall not seek to enforce, any right of setoff, recoupment or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Agreement.

ARTICLE VI

TRUST EXPENSES

6.1 Expenses.

(a) In consideration of the performance of its obligations hereunder, the Program Administrator shall receive a fee from the Trust as set forth on Exhibit F, which fee shall be paid from the earnings of the Trust. The Program Administrator's fee shall be an Investment Property Liability. The Program Administrator shall submit a monthly bill to the chairman of the Board of Trustees for approval stating the amount of the fee for the previous month and providing sufficient information to demonstrate that the fee was calculated in

accordance with Exhibit F. The chairman of the Board of Trustees is hereby given the authority to approve or disapprove the bills submitted by the Program Administrator. After receiving the approval of the chairman of the Board of Trustees of such bills, the Program Administrator shall submit such bills to the Custodian for payment and the Custodian shall pay such bills from the earnings of the Trust. If the chairman of the Board of Trustees does not approve the bills submitted by the Program Administrator within 60 days of their submittal, the Program Administrator may present the bills to the Board of Trustees for review and approval.

(b) From its fee, the Program Administrator shall pay the following costs and expenses:

- (1) the Custodian's fee as set forth in Exhibit I;
- (2) all custodial and securities clearance transaction charges;
- (3) the costs of third parties retained by the Program Administrator to render investment advice pursuant to Section 4.9;
- (4) all Investment Property record-keeping expenses;
- (5) the costs of preparing monthly and annual reports;
- (6) the costs related to sales, marketing and client service (including website maintenance and certain conference sponsorships);
- (7) the cost of valuing the Investment Property;
- (8) outgoing wire charges of the Custodian and the costs of Participant communications, including Participant surveys and mailings;
- (9) the costs of the Trust's auditors and legal counsel;
- (10) the costs of meetings of the Participant or the Board of Trustees;
- (11) outgoing wire charges of the Custodian and the cost of obtaining a rating, if any;
- (12) expenses for Board and Participant meetings, including Board travel and education expenses; and
- (13) the costs of insurance for the Board and the Trust.

The Program Administrator and the Board of Trustees shall annually establish a budget for the Board's expenses, including, without limitation, the expenses of the Board and committee meetings, the Participant meeting(s), Board travel and education expenses, legal fees, audit fees and insurance the Program Administrator shall facilitate the payment of these expenses on behalf of the Board from its fee.

(c) Any expenses not paid by Public Trust Advisors, LLC above shall be as mutually agreed upon by the Program Administrator and the Board of Trustees.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Each Participant.

Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary resolutions, including, without limitation, as required by Section 2256.016(a) of the Act in order to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the appointment of the Trustees as Trustees, the appointment of the Custodian as Custodian and the appointment of the Program Administrator as Program Administrator; and

(b) the execution, delivery and performance of this Agreement by the Participant are within the power and authority of the Participant and do not violate the laws of the State of Texas applicable to the Participant itself and not to the other parties hereto or the Participant's charter or its organizational statute, instrument or documents or any other applicable local ordinance, resolution, rule or regulation; and

(c) the execution, delivery and performance of this Agreement has been duly authorized and this Agreement is the legal, valid and binding obligation of the Participant enforceable against the Participant in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization, and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(d) the certificates delivered heretofore or hereafter by the Participant pursuant to this Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the execution, delivery and performance of this Agreement do not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default or an event with notice or lapse of time or both would constitute a default or an event of default under the terms of any contract or permit to which the Participant is a party or by which the Participant or its properties are bound; and

(f) the proposed investment strategies of the Trust are consistent with, and are contemplated by the investment strategy adopted by the Participant pursuant to Section 2256.005(d) of the Act.

7.2 Representations and Warranties of the Custodian.

The Custodian hereby represents and warrants that:

(a) the Custodian is a duly organized and validly existing national banking organization, organized under the laws of the United States with an office in Dallas, Texas and is duly qualified to conduct business in the State of Texas; and

(b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Custodian and this Agreement is the legal, valid and binding obligation of the Custodian enforceable against the Custodian in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally or the rights of creditors of banks, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Custodian of its obligations under this Agreement does not violate any laws, rules or regulations of the State of Texas applicable to the Custodian itself and not to the other parties hereto.

7.3 Representations and Warranties of the Program Administrator.

The Program Administrator hereby represents and warrants that:

(a) the Program Administrator is a duly organized and validly existing Colorado limited liability company, and is an investment advisor duly registered under the Investment Advisers Act of 1940; and

(b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Program Administrator and this Agreement is the legal, valid and binding obligation of the Program Administrator, enforceable against the Program Administrator, in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Program Administrator of its obligations under this Agreement does not violate any laws, rules or regulations of the State of Texas applicable to the Program Administrator itself and not to the other parties hereto.

ARTICLE VIII

COVENANTS

8.1 Source of Investments.

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the State of Texas and any charter, instrument, organizational document or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State of Texas and any charter, instrument, organizational document or organizational statute applicable to such

Participant and any state or local ordinance, resolution, rule or regulation applicable to such Participant to be done prior to such investment.

8.2 Truth of Representations and Warranties.

Each party to this Agreement hereby covenants that it shall withdraw from this Agreement prior to the time any of the representations and warranties made by it in Article VII hereof ceases to be true.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Amendment.

(a) Unless explicitly set forth otherwise herein, this Agreement may be amended only by a writing consented to by the Program Administrator, the Custodian and the Trust, acting through the Board of Trustees.

(b) Any amendment executed pursuant to Section 9.1(a) hereof will be effective thirty (30) days after notice is mailed to the Participants setting forth such amendment and stating that the last consent required by Section 9.1(a) hereof has been obtained.

(c) Notwithstanding the foregoing, Exhibit E may be amended by a writing consented to by a majority of the Board of Trustees. Any such amendment shall become effective thirty (30) days after notice is mailed to the Program Administrator, the Custodian and the Participants setting forth such amendment and stating that such amendment has been consented to by a majority of the Board of Trustees.

(d) Notwithstanding the foregoing, Exhibits A, B and C may be amended by the Program Administrator. Any such amendment shall become effective thirty (30) days after notice is mailed to the Participants and the Custodian setting forth such amendment.

(e) Notwithstanding the foregoing, Exhibit G may be amended by an amendment consented to by the Program Administrator and the Custodian. Any such amendment shall become effective upon the obtaining of such consents.

(f) All Participants that remain Participants after any amendment becomes effective shall be deemed to have consented to the amendment.

9.2 Termination.

(a) This Agreement shall continue in full force and effect unless terminated as set forth in this Section 9.2. This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if this Agreement is not amended to name a new Custodian or Program Administrator on or before the day that is immediately prior to the date on which the resignation, withdrawal or removal of the Custodian or Program Administrator would otherwise become effective.

(b) Upon the termination of this Agreement pursuant to this Section 9.2:

(i) The Custodian, the Board of Trustees, the Trust and the Program Administrator shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board of Trustees, the Trust and the Program Administrator shall proceed to wind up their affairs in connection with the Investment Property, and all of the powers of the Custodian, the Board of Trustees, the Trust and the Program Administrator under this Agreement shall continue until the affairs of the Custodian, the Board of Trustees, the Trust and the Program Administrator in connection with the Investment Property shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Custodian, the Board of Trustees, the Trust and the Program Administrator deem necessary for their protection, the Program Administrator shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Program Administrator shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Program Administrator, the Custodian, the Board of Trustees and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, the Trust shall cease, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 4.6(a), 4.8 and 5.6 hereof shall survive any resignation or termination of the Program Administrator or the Custodian or any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 9.2 (a) hereof because of the resignation and/or removal of the Program Administrator, such resignation and/or removal shall be postponed until the instrument contemplated by Section 9.2(c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

(e) Notwithstanding the above, one or more separate pools or portfolios established pursuant to this Trust Agreement may be terminated and its assets distributed to the Participants of that pool or portfolio. The dissolution of a pool or portfolio established pursuant

to this Trust Agreement does not affect any other pool or portfolio established pursuant to this Trust Agreement. No pool or portfolio established pursuant to this Agreement shall have any right to or claim on the assets of any other pool or portfolio established pursuant to this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 Governing Law.

This Agreement is executed by the Participants and delivered in the State of Texas and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Texas.

10.2 Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

10.3 Severability.

The provisions of this Agreement are severable, and if any one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement may be amended pursuant to Section 9.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

10.4 Pools Separately Managed.

Separate pools or portfolios established and operated pursuant to the Trust Agreement shall be managed and operated separately and independently by the Program Administrator. There shall be no co-mingling of funds between pools or portfolios and Participants in one pool or portfolio established pursuant to this Trust Agreement shall have no claim on the funds or assets of another pool or portfolio established pursuant to this Trust Agreement, and investment earnings shall remain in the pool or portfolio in which they are realized.

10.5 Gender, Section Headings and Table of Contents.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

10.6 No Assignment.

No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void.

10.7 No Partnership.

Other than the creation of the Trust by the Participants hereunder, no provision of this Agreement shall create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Agreement to constitute a partnership or any other joint venture or association.

10.8 Notice.

Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, telegraph, telex or computer hookup; or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Program Administrator;

(c) shall be deemed to have been given on the day of such mailing, transmission or deposit; and

(d) any of the methods specified in Section 10.7(b) shall be sufficient to deliver any notice required hereunder, notwithstanding that one or more of such methods may not be specifically listed in the sections hereunder requiring such notice.

10.9 Entire Agreement.

Except with respect to the letter described in Exhibit G between the Custodian and the Program Administrator, this Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

10.10 Confidentiality.

(a) All information and recommendations furnished by the Program Administrator to the Participants or the Board of Trustees that is marked confidential and all information and directions furnished by the Program Administrator to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. The Program Administrator and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Trust and Participants. Nothing in this paragraph shall prevent any party from divulging information as required by law or from divulging to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply or to prevent the Program Administrator from distributing copies of this Agreement or the aggregate value of the Trust to third parties, provided, however, confidential information shall not include (i) information that is independently developed or obtained by a party without the use of information provided by any other party; or (ii) information that is otherwise available to the public.

(b) In the event that on-line terminals or similar electronic devices are used for communication from the Program Administrator to the Custodian, or from the Participants to either the Program Administrator or the Custodian, the Program Administrator and the Participants agree to safeguard and maintain the confidentiality of all passwords or numbers and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Agreement. The Custodian and the Program Administrator may electronically record any instructions given by telephone, and any other telephone discussions with respect to the Account or transactions pursuant to this Agreement.

10.11 Disputes.

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 10 days before commencing legal action.

10.12 Majority of Participants.

Whenever any provision hereof refers to a majority of the Participants, such majority shall be determined based upon the number of Participants at that time and shall not be determined by a reference to the Balance of each Participant.

10.13 Writings.

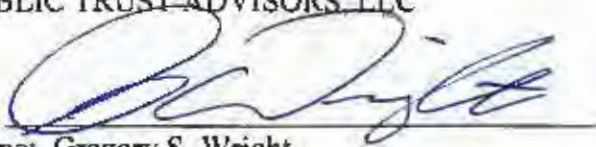
Whenever this Agreement requires a notice, instruction or confirmation to be in writing or a written report to be made or a written records to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photo static, photographic or micrographic data storage method such as microfiche as well as on paper.

10.14 Effective Date.

This Agreement shall become effective on the Effective Date.

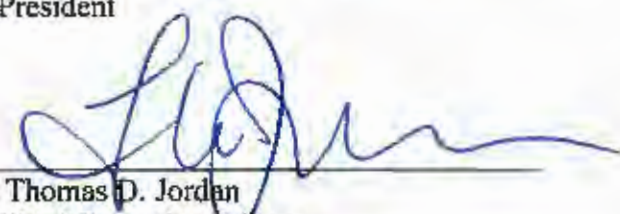
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in its name and on its behalf as of the date first written above.

PUBLIC TRUST ADVISORS, LLC

By: 

Name: Gregory S. Wright

Title: President

By: 

Name: Thomas D. Jordan

Title: Chief Executive Officer

WELLS FARGO BANK, N.A.
as Custodian

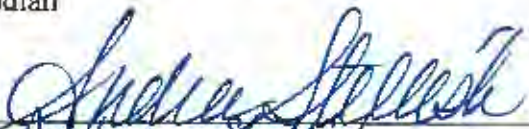
By: _____
Name: _____
Title: _____

THE PARTICIPANTS IN THE TRUST THAT HAVE
ENTERED INTO THIS AGREEMENT

By:  _____
Chair, Board of Trustees of the Trust

By:  _____
Secretary, Board of Trustees of the Trust

WELLS FARGO BANK, N.A.
as Custodian

By: 
Name: Andrea Stellish
Title: Vice President

THE PARTICIPANTS IN THE TRUST THAT HAVE
ENTERED INTO THIS AGREEMENT

By: _____
Chair, Board of Trustees of the Trust

By: _____
Secretary, Board of Trustees of the Trust

EXHIBIT A
INVESTMENT PROCEDURES

1) A Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be invested, and if more than one fund or account with Texas CLASS has been established by the Program Administrator, into which fund or account such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire Investment Funds to the corresponding account at the Custodian.

2) Receipt of the Program Administrator prior to the cut-off time established pursuant to the Texas CLASS website, accessible at <http://www.texasclass.com>, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the same Business Day.

3) Receipt by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at <http://www.texasclass.com>, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the next Business Day.

4) If Investment Funds for which notification of deposit has been given, are not received (except if the Participant can show the contribution procedures have been followed) by the end of the Business Day on which such notification is given, the Program Administrator shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.

If the Participant fails to instruct its bank depository to wire Investment Funds before the cut-off time established pursuant to the Texas CLASS website, accessible at <http://www.texasclass.com>, on the day notice of the deposit is provided the Program Administrator, the Participant's Balance shall be charged interest equal to any interest earned on such failed deposit for each day the Participant's Balance was credited with the deposit before the date the deposit was received. If the Participant can show the contribution procedures have been followed, and, notwithstanding, the Investment Funds are not received, then the Program Administrator shall seek to obtain such Investment Funds from the party responsible for failure of delivery.

5) Participants are prohibited from withdrawing Investment Funds credited to their Balance(s) pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian.

6) These Investment Procedures may be amended from time to time pursuant to Section 9.1(d) hereof, provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

PAYMENT PROCEDURES

- 1) The Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be withdrawn, and if more than one fund or account within Texas CLASS has been established, from which fund or account such amount shall be withdrawn.
- 2) The Participant shall indicate the payee and include wire or ACH instructions.
- 3) Requests for withdrawals received by the Program Administrator by the cut-off time established pursuant to the Texas CLASS website, accessible at <http://www.texasclass.org> will be processed to permit payment on the Business Day.
- 4) Requests for withdrawals received by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at <http://www.texasclass.org>, will be processed the following Business Day.
- 5) Participants may only request withdrawals from an account of an amount not to exceed their Balance in such account at the time payment is made pursuant to such request.
- 6) Requests for withdrawals received in accordance with (3) above by the Program Administrator shall be wired or processed through ACH in accordance with the Participant's instructions after noon on such Business Day and the funds so wired or processed through ACH shall be immediately available funds.
- 7) These Payment Procedures may be amended from time to time pursuant to Section 9.1(d) hereof, provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C
VALUATION PROCEDURES

1. Portfolio Valuation:

A. Amortized Cost Valuation

On a daily basis, normally at 3:00 p.m. Eastern time, the Investment Property Value shall be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

B. Mark to Market

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows:

The Program Administrator shall determine the market value of the specific investment holdings for the Texas CLASS pool or portfolio. The market values shall be obtained from one or more sources the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Program Administrator to price the underlying securities on a daily basis.

The market value of the collateral supporting repurchase agreements which are "delivery versus payment" shall be determined by the portfolio manager for each portfolio using the current bid price of the collateral securities obtained from Bloomberg L.P.

The market value of the collateral supporting tri-party repurchase agreements shall be determined by the tri-party custodian. The tri-party custodian forward a collateral report to the Texas CLASS operations team every business day.

2. Amendment: These Valuation Procedures may be amended from time to time pursuant to Section 9.1(d) hereof.

EXHIBIT D

PARTICIPATION CERTIFICATE

The undersigned _____ does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Seventh Amended and Restated Trust Agreement (the "Agreement") dated as of August 16, 2013 by and between the Participants, Wells Fargo Bank, N.A., as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that _____ is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, in order for it to participate in the Trust created by the Agreement.

(Name of Participant)

PARTICIPANT EXECUTION DATE

By: _____
Name:
Title:

Accepted:

Public Trust Advisors, LLC.

By: _____
Name:
Title:

EXHIBIT E

INVESTMENT CRITERIA

1. General Objectives

- a. Legality: invest only in investments legally permissible under Texas law.
- b. Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value. The Trust shall be managed so that the Trust shall receive the highest rating for a local government investment pool from a nationally recognized statistical rating organization for so long as such a rating is required by Texas law.
- c. Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.
- d. Yield: maximize current income to the degree consistent with legality, safety and liquidity.

2. General Standard

All investments made on behalf of the Trust shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority:

1. preservation of safety of principal;
2. liquidity; and
3. yield.

3. Investments

Investment Funds may be invested in any or all of the legal investments specified in Sections 2256.009 through 2256.016, Public Funds Investment Act, Texas Government Code, as the same may be hereafter amended, or in any successor statute, but only to the extent that such investments would be permitted by Rule 2a-7, as amended from time to time, promulgated by the United States Securities and Exchange Commission pursuant to the Investment Company Act of 1940, as amended (the "Rule") if the Rule were applicable to the Trust. The investment criteria for any additional pools or portfolios established pursuant to the Agreement may provide for a more limited investment criteria or investment in only certain investments specified in the Public Funds Investment Act.

4. Amendments

These Investment Criteria may be amended from time to time pursuant to Section 9.1(c) hereof.

EXHIBIT F

PROGRAM ADMINISTRATOR'S FEE

For the performance of its obligations under this Agreement, the Program Administrator will charge a fee from the Investment Property Value (the "Daily Fee") for each pool or portfolio established pursuant to this Agreement. This Daily Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which this Agreement is in effect.

The Daily Fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Daily Fee accrual. The Investment Property Value shall be based on the current day's shares outstanding. For weekend days and holidays, the shares outstanding for the previous business day will be utilized for the calculation of fees.

The Applicable Fee Rate shall be determined monthly on the first business day of each month for each pool or portfolio established pursuant to this Agreement, and shall be calculated according to the schedule below which is applicable to each pool or portfolio established pursuant to this Agreement:

	<u>Cumulative Balance</u>	<u>Fee %</u>
First	\$1,000,000,000	.120%
Next	\$1,000,000,000	.110%
Next	\$1,000,000,000	.100%
Next	Over \$3,000,000,000	.090%

Fees may be waived or abated at any time, or from time to time, at the sole discretion of the Program Administrator. Any such waived fees may be restored by the written agreement of the Board of Trustees in its sole discretion.

In the event that the Investment Property Value for each pool or portfolio established pursuant to this Agreement declines at any time to a level that would cause the Program Administrator's fee to equal an amount equal to or in excess of the remaining Investment Property Value, the fee shall be reduced to zero.

The blended fee shall never be greater than the yield to the Participants in the corresponding pool or portfolio.

EXHIBIT G

CUSTODIAN'S FEE

Rate Schedule

The Program Administrator shall pay to the Custodian the costs and fees specified in the Fee Schedule effective April 1, 2013 from the Custodian to the Program Administrator, as amended from time to time by the Program Administrator and the Custodian pursuant to Section 9.1(e) hereof.

EXHIBIT H

CERTIFICATION OF PROGRAM ADMINISTRATOR

Public Trust Advisors, LLC, a _____ limited liability company, (the "Program Administrator") does hereby make and execute this Certificate for the benefit of the Board of Trustees of Texas Cooperative Liquid Assets Securities System Trust and all Participants in the Trust:

The Program Administrator is duly organized and validly existing under the laws of the State of _____.

The Program Administrator has full authority to enter into and execute the Seventh Amended and Restated Trust Agreement dated as of August 16, 2013 (the "Trust Agreement") by and among the Texas local governmental entities and public entities that have taken the actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and that have either executed the Trust Agreement or counterparts of the Trust Agreement or Participation Certificates pursuant to Section 2.3 of the Trust Agreement (the "Participants"), Wells Fargo Bank, N.A., as Custodian (the "Custodian") and the Program Administrator. -

The terms and performance of the Trust Agreement Amendment are not in conflict with: the Articles of Organization, or Operating Agreement, as amended, of the Program Administrator, or any other instrument or restriction to which the Program Administrator is a party or to which the Program Administrator is subject.

There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, arbitrator, or public board or body pending, or to the knowledge of the Program Administrator threatened, against the Program Administrator or, to the knowledge of the Program Administrator, any basis therefore, wherein an unfavorable decision, ruling or finding would have a material adverse effect upon the financial condition of the Program Administrator or would adversely affect the authority of the Program Administrator to enter into or perform, or the due performance by the Program Administrator of, its obligations under the Trust Agreement.

The Program Administrator hereby represents that there are no material financial conditions or liabilities that would prevent or materially impede the Program Administrator from performing its obligations under the Trust Agreement.

The person named in the certificate below is a duly elected, qualified and acting officer of the Program Administrator holding the position set forth below such person's name, and the signature appearing above such person's name is such person's true and genuine signature.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Program Administrator has caused this certificate to be signed in its name as of _____, 20__.

Public Trust Advisors, LLC

a _____,

By: _____

Name: _____

Title: _____



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Agenda item: 9c

Prepared by: Les Rumburg

Reviewed by: Carol Buttler

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of a Change Order for LJA Engineering Project No. E019-097D to Texas Pride Utilities, LLC, to increase the original bid of \$554,565.00 by 25% (\$134,714.00) to be added to the City of La Marque Sanitary Sewer Rehabilitation 2016, making total cost of the project \$689,279.00 with an additional 60 days to project completion.

X

Attach for reference

1. Data Sheet delineating justifications, agreements, and map of area

STAFF BRIEFING:

- Final Expenditure of Texas General Land Office (GLO) – administered Disaster Recovery Loan Funds
- Texas Pride Utilities, LLC was the lowest of (8) bids
- Original bid was approved by Council on June 26, 2017
- If approved, there will still be remaining funds of approximately \$132,000.00
- Staff will develop additional projects to enable full utilization of Disaster Recovery funds, and present these to Council at a future date

HISTORY:

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

TARGET IMPLEMENTATION: Project will commence upon approval of City Council, and in conjunction with the on-going project

SIGNIFICANT ACTION DATES:

June 26, 2017 – Council awarded bid to Texas Pride, LLC

October 9, 2017 – Council to approve 25% change order increase of \$134,714.00

ACTION:

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

Cost Details:	
Budgeted	\$821,279.00
Actual Bid	\$554,565.00
Estimated Expenditure	\$689,279.00
Acct. Name(s)	DR Capital Projects
Line Items #	39-7100-22-00-GLOSWR
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve a Change Order for LJA Engineering Project No. E019-097D to Texas Pride Utilities, LLC, to increase the original bid of \$554,565.00 by 25% (\$134,714.00) to be added to the City of La Marque Sanitary Sewer Rehabilitation 2016, making total cost of the project \$689,279.00 with an additional 60 days to project completion.

FISCAL IMPACT: Grant funds totaling \$689,279.00



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

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

CHANGE ORDER NO. 1
To
SANITARY SEWER REHABILITATION 2016

City of La Marque
1111 Bayou Road
La Marque, Texas 77568

DATE: September 11, 2017
ENGINEER: LJA Engineering, Inc.
CONTRACTOR: Texas Pride Utilities, LLC.
CONTRACT DATED:
ORIGINAL CONTRACT AMOUNT:
LJA PROJECT NO. E019-097D

In accordance with Article 10 of the General Conditions of the Agreement, the City has offered a change in the Contract:

DESCRIPTION

- This change order is prepared to do the following:

Additional Bid Item 1, Clean 12-inch and Smaller Sanitary Sewers	
2,455 LF @\$2.00	\$4,910.00
Additional Bid Item 2, TV Inspection of 12-inch and Smaller Sanitary Sewers	
2,455 LF @\$1.00	\$2,455.00
Additional Bid Item 3, 8 inch Sewer Reconstruction by Pipe Bursting with 8.625 Inch O.D. Polyethylene Pipe	
1,825 LF @\$25.00.....	\$45,625.00
Additional Bid Item 4, 10 inch Sewer Reconstruction by Pipe Bursting with 10.75 Inch O.D. Polyethylene Pipe	
630 LF @\$27.00.....	\$17,010.00
Additional Bid Item 5, Standard Concrete Sanitary Sewer Manhole, 4-Foot Diameter, 0-8' Depth	
4 EA @\$3,000.00.....	\$12,000.00
Additional Bid Item 6, Normal Connection (4 or 6-Inch)	
54 EA @\$350.00.....	\$18,900.00
Additional Bid Item 7, Short Service Connection (4-Inch)	
41 EA @\$350.00.....	\$14,350.00
Additional Bid Item 8, Long Service Connection (4-Inch)	
13 EA @\$600.00	\$7,800.00



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

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

City of La Marque
Change Order No. 1
September 11, 2017
LJA Project No. E019-097D
Page 2

Additional Bid Item 9, Manhole Reconstruction	
40 VF @\$125.00	\$5,000.00
Additional Bid Item 10, Sanitary Sewer Cleanout	
1 EA @\$400.00.....	\$400.00
Additional Bid Item 11, Turf Establishment Full Sodding	
126 SY @\$4.00.....	\$504.00
Additional Bid Item 12, 2-Inch Asphalt Surface	
130 SY @\$38.00	\$4,940.00
Additional Bid Item 13, Traffic Control Plan	
1 LS @\$750.00	\$750.00
Additional Bid Item 14, SWPPP, Curb Inlet	
6 EA @\$5.00.....	\$30.00
Additional Bid Item 15, SWPPP, Area Inlet	
8 EA @\$5.00.....	\$40.00

LJA Engineering recommends that the Owner accept this change order for an **increase/decrease** of \$134,714.00 in the contract amount as summarized below:

CONTRACT SUMMARY

COST

Original Contract Amount.....	\$554,565.00
Change Order No. 1 - add /deduct	\$134,714.00
Amended Contract Amount.....	\$689,279.00

TIME OF COMPLETION

Original Contract Time	150 C.D.
Change Order No. 1 - Add	60 C.D.
Amended Contract Time	210 C.D.
Original Contract Completion Date.....	12/18/2017
Amended Contract Completion Date	2/16/2018



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

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

City of La Marque
Change Order No. 1
September 11, 2017
LJA Project No. E019-097D
Page 3

In consideration for the above change, it is mutually agreed that the contract price is unchanged and remains at \$689,279.00 and that the time of completion for all work is 210 calendar days. Finally, it is understood and agreed that this Change Order is a full and complete equitable adjustment and constitutes compensation in full on behalf of the Contractor for all costs and markups directly or indirectly attributable to the changes ordered herein for all delays and impacts related thereto and for performance of the changes within the time stated.

RECOMMENDED FOR APPROVAL:
LJA Engineering, Inc.

By: [Signature]

Date: 9-11-17

AGREED:
Texas Pride Utilities, LLC

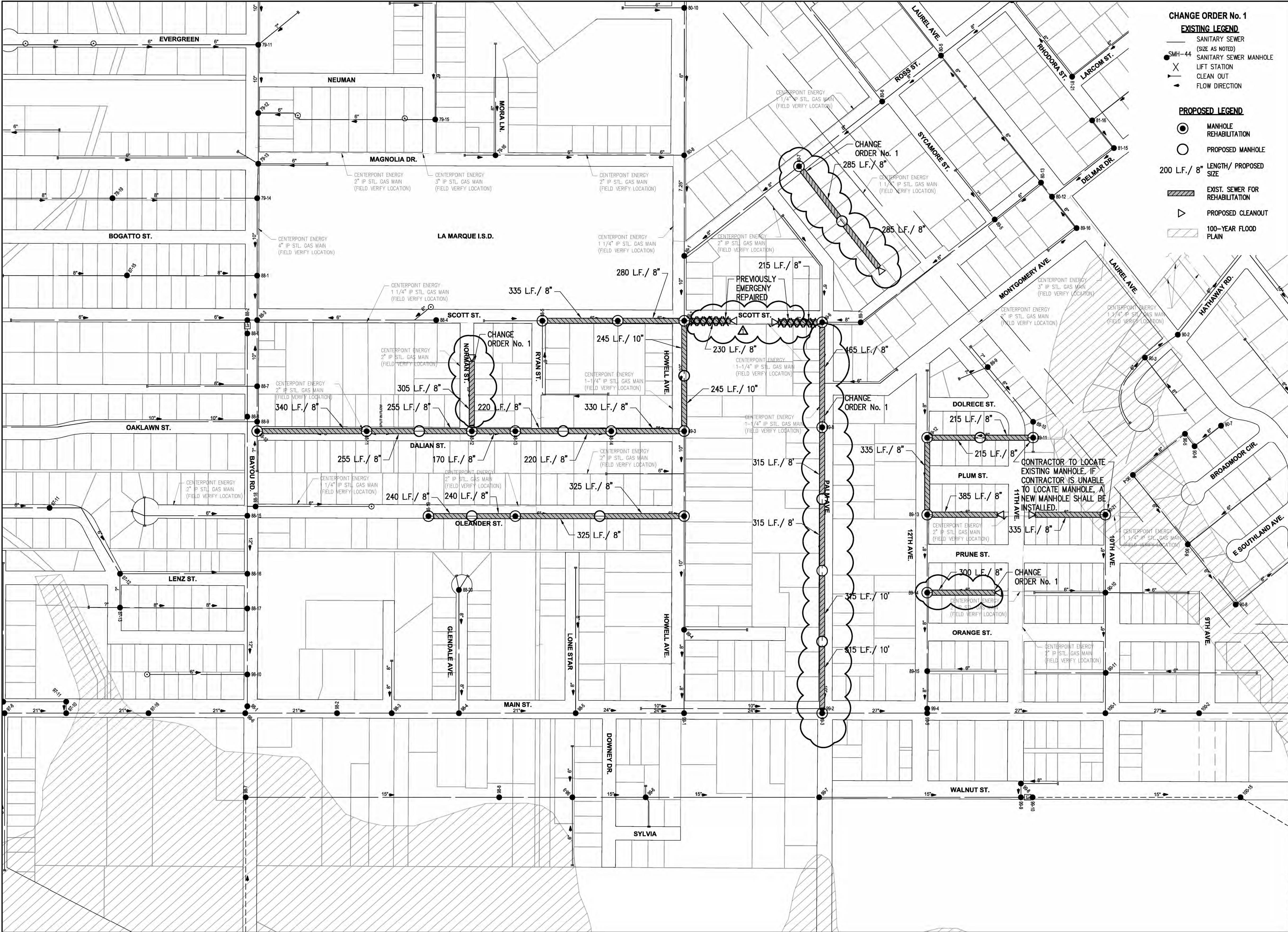
By: [Signature]

Date: 9/12/17

APPROVED:
City of La Marque

By: _____

Date: _____



CHANGE ORDER No. 1

EXISTING LEGEND

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

PROPOSED LEGEND

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

NOTES:

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

200 0 200 400
SCALE IN FEET

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

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

VERIFICATION OF PRIVATE UTILITIES

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

CenterPoint Energy/Underground Electrical Facilities Verifications ONLY
(This Signature verifies existing underground facilities - not to be used for conflict verification)
Signature Valid for six months

AT&T Texas / SMT Facilities
(Approved for AT&T Texas / SMT UNDERGROUND Conduit Facilities only)
Signature Valid for one year



CHANGE ORDER No. 1 KVV MEH MEH 06/05

CITY OF LA MARQUE
SANITARY SEWER
REHABILITATION 2016

REHABILITATION LAYOUT
SHEET 1 OF 2

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

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



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: LJA Engineering, Inc. 11821 East Freeway Suite 360 Houston, TX 77029 Phone No.: 713-450-1300	Owner (Contractor Locality): City of La Marque, Texas 1111 Bayou Road La Marque, Texas 77568 Phone No.: 409-938-9200	Contractor: Texas Pride Utilities, LLC. 725 Carby Rd Houston, TX 77037 Agreement Date: 7/26/17 Phone No.: 832-607-0707	
Date: Project Code No.: P21570 Bid Package No.: 223102-1_BID4	Contract For (Project Description): Sanitary Sewer Rehabilitation- 2016	GLO Contract No.: 13-167-000-7268 Change Order No.: 1	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Clean 12-inch and Smaller Sanitary Sewers	-	\$4,910.00
2	TV Inspection of 12-inch and Smaller Sanitary Sewers	-	\$2,455.00
3	8 inch Sewer Reconstruction by Pipe Bursting with 8.625 Inch O.D. Polyethylene Pipe	-	\$45,625.00
4	10 inch Sewer Reconstruction by Pipe Bursting with 10.75 Inch O.D. Polyethylene Pipe	-	\$17,010.00

5	Standard Concrete Sanitary Sewer Manhole, 4-Foot Diameter, 0-8' Depth	-	\$12,000.00
6	Normal Connection (4 or 6-Inch)	-	\$18,900.00
7	Short Service Connection (4-Inch)	-	\$14,350.00
8	Long Service Connection (4-Inch)	-	\$7,800.00
9	Manhole Reconstruction	-	\$5,000.00
10	Sanitary Sewer Cleanout	-	\$400.00
11	Turf Establishment Full Sodding	-	\$504.00
12	2-Inch Asphalt Surface	-	\$4,940.00
13	Traffic Control Plan	-	\$750.00
14	SWPPP, Curb Inlet	-	\$30.00
15	SWPPP, Area Inlet	-	\$40.00
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$ 554,565.00		Original Contract Time: 150 days	

Previous Change Order(s): No. 1 to No. \$0.00	Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$ 554,565.00	Contract Time Prior to this Change Order: 150 days
Net Increase /Decrease of this Change Order: \$ 134,714.00	Net Increase /Decrease of this Change Order: 60 days
Contract Price With all Approved Change Orders: \$ 689,279.00	Contract Time With all Change Orders: 210 days
Cumulative Percent Change in Contract Price (+/-): + % 24.29	Grantee Contract End Date: (mm/dd/yy) 12/31/18
Construction Contract Start Date: (mm/dd/yy) 08/1/2017	Construction Contract End Date: (mm/dd/yy) 02/16/18

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: [Signature]
ENGINEER

Date: 9-11-17

APPROVED:

By: _____
OWNER

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR

Date: 9/12/17

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?				☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?				Total ____		L/M ____
2. Effect of this change on scope of work:				☒ Increase	☐ Decrease	☐ No Change
3. Effect on operation and maintenance costs:				☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?				☒ Yes ☐ No		
If "No", explain:						
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?				☐ Yes	☒ No	
If "Yes", is an Environmental Re-assessment required?						
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)				☒ Yes	☐ No	
7. Is the TCEQ permit approval still valid? (sewer projects only)				☒ Yes	☐ No	
8. Are the handicapped access requirements/approval still valid? (if applicable)				☒ Yes	☐ No	
9. Are other Disaster Recovery contractual special condition clearance still valid?				☒ Yes	☐ No	
(If no, specify):						

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Agenda item: 10a

Prepared by: Les Rumburg

Reviewed by: Carol Buttler

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including, City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations in the amount of \$12,272.16.

☒ X

Attach for reference

1. FY 2018 Contract

STAFF BRIEFING:

- Annual agreement with Health District to provide inspection services and respond to complaints generated.
- There are no changes from previous year's agreement and expense is accounted for in 2017/2018 budget.
- Agreement provides for Health District employees to conduct inspections of commercial grease traps (twice a year) on a City-wide basis.
- County also does "spot" inspections of municipal Waste Water Treatment Plant (WWTP) and a more "in-depth" annual inspection of the same.
- Per agreement, County responds to complaints received from residents/businesses and forwards complaints and resolutions to the City
- The City is provided with monthly updates
- Attorney and Finance Director have reviewed

HISTORY:

- This is an annual agreement that has increased only \$300 over the course of 3 years.

TARGET IMPLEMENTATION: October 1, 2017

SIGNIFICANT ACTION DATES:

ACTION:

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

Cost Details:

Budgeted	\$15,000.00
Actual Bid	
Estimated Expenditure	\$12,272.16
Acct. Name(s)	Professional Fees
Line Items #	02-4040-24
Other Funding	



CITY COUNCIL AGENDA FORM



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

STAFF'S RECOMMENDATION: Motion to approve annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including, City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations in the amount of \$12,272.16.

FISCAL IMPACT: \$12,272.16

Contractual Agreement
For the
City of La Marque

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF LA MARQUE	§

THIS AGREEMENT is made and entered into by and between the City of La Marque (hereinafter "CITY"), with its principal office at 1111 Bayou Road, La Marque, Texas 77568 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett. F. Lowry Expressway, Texas City, Texas 77591.

WITNESSETH

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

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

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

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the PERFORMING PARTY.

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

Article I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its

authority to seek enforcement action(s) through the court systems in Galveston County.

- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☒Source Inspections - Publically Owned Treatment Works (POTW)

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒Source Inspections - Grease Traps

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with

Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.

- (11) The PERFORMING PARTY will immediately coordinate with the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ Sample Local Waterways (Surface Water Sampling)

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.

- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

Article III

ANNUAL MEETING

The PERFORMING PARTY will conduct an annual meeting in the month of January with the CITY. This meeting may be modified or amended upon the consent of the CITY. Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The annual meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY.

Article IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

Article V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount services chosen in Article I, Statement of Services (see attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principle office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their of quarterly

statement. Final payment for services shall be due upon completion of these services.

Article VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

Article VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

Article VIII

Notices

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Les Rumburg
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Lori FitzSimmons-Evans
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

Article IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate public liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S failure to maintain adequate public liability insurance, worker's compensation coverage or professional liability insurance as required by this AGREEMENT or as required by governing law.

Article X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race,

religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

Article XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

Article XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regards to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

Article XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

Article XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVI

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2017 and shall continue in full force until September 30, 2018, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF LA MARQUE

Kathy Barroso, CPA
Chief Executive Officer

Bobby Hocking
Mayor

Date

Date

DRAFT

Attachment A: Contract Pricing

City of La Marque Contract Pricing			
Activity	Cost / Event	Number of Events	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	N/A	N/A	\$4,146.13
Waste Water Treatment Plant Inspection (Spot)	\$172.17	3	\$516.51
Waste Water Treatment Plant Inspection (CCI)	\$307.20	1	\$307.20
Source Inspections - Grease Traps	\$89.00	43	\$3,827.00
Surface Water Monitoring	\$579.22	6	\$3,475.32
			\$12,272.16



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Prepared by: Les Rumburg

Department: Public Services

Agenda item: 10b

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of LJA Engineering Project No. E019-1003 to To-Mex Construction, LLC, for the cost of construction services necessary for repairs/replacement of segment of City of La Marque Sanitary Sewer Rehabilitation 2016, in the amount of \$545,910.00.

X

Attachments for Reference

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

STAFF BRIEFING:

- If low bid is approved, sufficient funds will remain from the 2016 SSO CO Bond allocation that will allow City to increase scope of project – anticipate a future change order to come to City Council for consideration.
- Increasing scope of project will allow additional repair/replacement of aging sewer lines.
- There was a solicitation for bids through a legal ad in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- A mandatory pre-bid was held wherein eight (8) potential bidders attended
- Of the eight (8) pre-bid attendees, all eight (8) submitted bids.
- Engineers received eight (8) bids which were opened on September 6, 2017. Their bid tabulation and subsequent recommendation is attached.
- In lieu of a line item for “Contingencies”, there exists a page of “Supplemental” items; items that have come up in similar projects, or potential exists in this project.
- Based on that, City staff recommends awarding the bid for \$545,910.00 to To-Mex Construction, LLC, as lowest qualified bid meeting specifications.
- Project is ready to commence as all requisite engineering, surveying, and associated approvals have been received.
- City Attorney and Finance Director have reviewed.

HISTORY:

The need for infrastructure remediation has been discussed at length over the course of the last 2 years.

TARGET IMPLEMENTATION: “Notice-to-Proceed” can be issued upon approval of City Council.

SIGNIFICANT ACTION DATES:

September 6, 2017 – Bids received (8) were opened in public

October 9, 2017 – Award recommendation to City Council



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	\$2.5 million
Actual Bid	\$545,910.00
Estimated Expenditure	\$545,910.00
Acct. Name	2016 CO SSO
Line Items #	47-7003-24-00-SSO
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to award LJA Engineering Project No. E019-1003 to To-Mex Construction, LLC, for the cost of construction services necessary for repairs/replacement of segment of City of La Marque Sanitary Sewer Rehabilitation 2016, in the amount of \$545,910.00.

FISCAL IMPACT: CO Bond totaling \$545,910.00.



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

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

September 11, 2017

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

RE: Bid Tabulation and Recommendation of Award for Construction of
City of La Marque
Sanitary Sewer Rehabilitation
LJA Project No. E019-1003

Mr. Rumberg;

Bids for construction of the reference project were received on Wednesday, September 6, 2017, at 10:00 A.M. at the City Council Chambers office located at 1109-B Bayou Road, LM TX 77568 and subsequently read in public. Number of (8) contracting firms submitted bids for the project. Six (6) arithmetic errors were found but did not change the final results.

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

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
To-Mex Construction, LLC.	Houston, TX	\$545,910.00
CZ Construction, LLC.	Houston, TX	\$584,573.00
North Houston Pole Line	Houston, TX	\$590,476.85
Texas Pride Utilities, LLC.	Houston, TX	\$619,805.00
Lopez Utilities, LLC.	South Houston, TX	\$657,399.50
T Construction, LLC.	Houston, TX	\$665,205.50
IPR South Central, LLC.	Pasadena, TX	\$676,425.00
Horseshoe Construction, Inc.	Houston, TX	\$776,530.00

A copy of the Bid Tabulation is attached.

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

Our investigation of To-Mex Construction, LLC. Included a review of their surety, references of previous projects and past work experience. Based on our investigation, we recommend awarding the contract to the low bidder, To-Mex Construction, LLC. The total amount bid by the low bidder was \$545,910.00 and is within available funds.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Les Dodson', with a stylized flourish at the end.

Les Dodson
Construction Manager

Attachment

cc: Robin Eldridge, City of La Marque, City Clerk
Chaise Carey, City of La Marque
Les Dodson, LJA
Mark Havran, P.E. LJA
Construction File 16.6

Bid Tabulation - Bid Opening, Wednesday, September 6, 2017 @ 10:00 AM
 Client: City of La Marque
 Project Title: Sanitary Sewer Rehabilitation
 LJA Project No. E019-1003

Page 1

To-Mex Construction, LLC.
 6320 Rockby Dr.
 Houston, TX 77055
 Tel (713) 293-0732 & (713) 953-9666
 Jose J. Torres, CEO
 to-mexconstructionllc@outlook.com

GZ Construction, LLC.
 806 E. Wellington St.
 Houston, TX 77076
 Tel (832) 298-6595
 Carlos Zambrano, Owner
 zambrano.vanessa@gmail.com

North Houston Pole Line
 850 Aldine Mail Rd.
 Houston, TX 77037
 Tel (832) 446-0092
 Harl Sims, VP of Operations
 bsenton@nhplc.com

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

FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
1	Clean 12-Inch and Smaller Gravity Sanitary Sewers, Complete in Place.	9,370	LF	\$1.25	\$11,712.50	\$1.40	\$13,118.00	\$2.18	\$20,426.60	\$3.00	\$28,110.00
2	Television Inspection of 12-Inch and Smaller Gravity Sanitary Sewers, Complete in Place.	9,370	LF	\$1.25	\$11,712.50	\$1.00	\$9,370.00	\$1.09	\$10,213.30	\$2.00	\$18,740.00
3	8-Inch Sewer Reconstruction by Pipe Bursting with 8.625-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Engineer, Complete in Place.	7,325	LF	\$25.00	\$183,125.00	\$25.00	\$183,125.00	\$26.40	\$193,380.00	\$26.00	\$190,450.00
4	Standard Concrete Sanitary Sewer Manhole, 4-Foot Diameter, 0-8' Depth, Complete in Place.	7	EA	\$2,500.00	\$17,500.00	\$3,240.00	\$22,680.00	\$3,120.00	\$21,840.00	\$3,400.00	\$23,800.00
5	Normal Connection (4 or 6-Inch). Complete in Place.	187	EA	\$200.00	\$37,400.00	\$265.00	\$49,555.00	\$240.00	\$44,880.00	\$260.00	\$48,620.00
6	Short Service Connection (4-Inch). Complete in Place.	137	EA	\$200.00	\$27,400.00	\$239.00	\$32,743.00	\$216.00	\$29,592.00	\$300.00	\$41,100.00
7	Long Service Connection (4-Inch). Complete in Place.	50	EA	\$550.00	\$27,500.00	\$451.00	\$22,550.00	\$456.00	\$22,800.00	\$500.00	\$25,000.00
8	Manhole Reconstruction, Cementitious Liner, w/ Testing, Complete in Place.	250	VF	\$85.00	\$21,250.00	\$86.00	\$21,500.00	\$136.00	\$34,000.00	\$120.00	\$30,000.00
9	Sanitary Sewer Cleanout Per Detail, Complete in Place.	7	EA	\$600.00	\$4,200.00	\$696.00	\$4,872.00	\$480.00	\$3,360.00	\$500.00	\$3,500.00
10	Turf Establishment Full Sodding, Complete in Place.	935	SY	\$2.00	\$1,870.00	\$7.00	\$6,545.00	\$4.37	\$4,085.95	\$4.00	\$3,740.00
11	2-inch Asphalt Surface, Width Varies, Per Detail, Includes Saw-Cut and Removal, And Replacement 8-Inch Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292 and 2-Inch Surface, Type "D" Per TXDOT Item 340, Complete in Place.	530	SY	\$25.00	\$13,250.00	\$41.00	\$21,730.00	\$36.00	\$19,080.00	\$40.00	\$21,200.00
12	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place.	1	LS	\$3,500.00	\$3,500.00	\$9,300.00	\$9,300.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00

Bid Tabulation - Bid Opening, Wednesday, September 6, 2017 @ 10:00 AM
 Client: City of La Marque
 Project Title: Sanitary Sewer Rehabilitation
 LJA Project No. ED19-1003

Page 2

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 Luis Guerra, Managing Member
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FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
13	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, And Removed, In Accordance with Best Management Practices, Complete in Place.	29	EA	\$35.00	\$1,015.00	\$85.00	\$1,885.00	\$12.00	\$348.00	\$10.00	\$290.00
14	SWPPP, Inlet Protection Barrier, Installed, Maintained, And Removed, In Accordance with Best Management Practices, Complete in Place.	8	EA	\$100.00	\$800.00	\$40.00	\$320.00	\$12.00	\$96.00	\$10.00	\$80.00
TOTAL AMOUNT BASE BID ITEMS (1 thru 14)					\$362,235.00		\$397,423.00		\$407,301.85		\$436,630.00

SUPPLEMENTARY ITEMS											
15	Concrete Surface Replacement per Detail, As Directed by Owner's Representative, Complete in Place.	100	SY	\$80.00	\$8,000.00	\$80.00	\$8,000.00	\$80.00	\$8,000.00	\$80.00	\$8,000.00
16	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place.	10	CY	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00
17	"Extra" Crushed Limestone Bedding, As Directed by Owner's Representative, Complete in Place.	10	CY	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00
18	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by Owner's Representative, Complete in Place.	20	TON	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00
19	Obstruction Removal by Excavation, As Directed by Owner's Representative, Complete in Place.	10	EA	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
20	Small Obstruction Removal, As Directed by Owner's Representative, Complete in Place.	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
21	Trench Safety System, As Directed by Owner's Representative, Complete in Place.	500	LF	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00
22	10-Inch Sewer Reconstruction by Pipe Bursting with 10.750-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Owner's Representative, Complete in Place.	875	LF	\$55.00	\$48,125.00	\$55.00	\$48,125.00	\$55.00	\$48,125.00	\$55.00	\$48,125.00

Bid Tabulation - Bid Opening, Wednesday, September 6, 2017 @ 10:00 AM
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 LJA Project No. E019-1003

Page 3

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 Luis Guerra, Managing Member
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FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
23	Short Service Reconnection (6-Inch), As Directed by Owner's Representative, Complete in Place	5	EA	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00
24	Long Service Reconnection (6-Inch), As Directed by Owner's Representative, Complete in Place	5	EA	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00
25	Deep Connection (4-Inch or 6-Inch), As Directed by Owner's Representative, Complete in Place	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
26	Slip Line Removal, As Directed by Owner's Representative, Complete in Place	4,000	LF	\$3.00	\$12,000.00	\$3.00	\$12,000.00	\$3.00	\$12,000.00	\$3.00	\$12,000.00
27	Well Point Dewatering System, installed, Operated and Removed As Directed by Owner's Representative, Complete in Place	1,000	LF	\$25.00	\$25,000.00	\$25.00	\$25,000.00	\$25.00	\$25,000.00	\$25.00	\$25,000.00
28	Extra Depth Manhole (Over 8-Foot), As Directed by Owner's Representative, Complete in Place	10	VF	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
29	Turf Establishment, Hydro-Mulch Seeding, As Directed by Owner's Representative, Complete in Place	0.5	AC	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00
30	Manhole Adjustment, As Directed by Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
31	Manhole Frame and Cover Per Detail on Plans, As Directed as Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
32	12-Inch Sewer Reconstruction by Pipe Bursting with 12.750-Inch O.D. Polyethylene Pipe (SDR 19), all depths, including By-pass Pumping, Trench Safety, Post TV Inspection, etc., As Directed by Owner's Representative, Complete in Place.	375	LF	\$55.00	\$20,625.00	\$55.00	\$20,625.00	\$55.00	\$20,625.00	\$55.00	\$20,625.00
33	15-Inch Sewer Reconstruction by Pipe Bursting with 16-Inch O.D. Polyethylene Pipe (SDR 19), all depths, including By-pass Pumping, Trench Safety, Post TV Inspection, etc., As Directed by Owner's Representative, Complete in Place.	795	LF	\$55.00	\$43,725.00	\$60.00	\$47,700.00	\$55.00	\$43,725.00	\$55.00	\$43,725.00
TOTAL SUPPLEMENTARY BID ITEMS (15 thru 33)					\$183,675.00		\$187,150.00		\$183,175.00		\$183,175.00

TOTAL AMOUNT BASE BID AND SUPPLEMENTARY ITEMS (1 thru 33)

\$545,910.00

\$584,573.00

\$590,476.85

\$619,805.00

Bid Tabulation - Bid Opening, Wednesday, September 6, 2017 @ 10:00 AM
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 LJA Project No. E019-1003

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FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
1	Clean 12-Inch and Smaller Gravity Sanitary Sewers, Complete in Place.	9,370	LF	\$1.75	\$16,397.50	\$2.50	\$23,425.00	\$1.75	\$16,397.50	\$5.00	\$46,850.00
2	Television Inspection of 12-Inch and Smaller Gravity Sanitary Sewers, Complete in Place.	9,370	LF	1.00	\$9,370.00	\$1.50	\$14,055.00	1.25	\$11,712.50	5.00	\$46,850.00
3	8-Inch Sewer Reconstruction by Pipe Bursting with 8.625-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Engineer, Complete in Place.	7,325	LF	\$30.00	\$219,750.00	\$33.00	\$241,725.00	\$36.00	\$263,700.00	\$34.00	\$249,050.00
4	Standard Concrete Sanitary Sewer Manhole, 4-Foot Diameter, 0-8' Depth, Complete in Place.	7	EA	\$4,200.00	\$29,400.00	\$3,800.00	\$26,600.00	\$3,000.00	\$21,000.00	\$5,000.00	\$35,000.00
5	Normal Connection (4 or 6-Inch). Complete in Place.	187	EA	\$400.00	\$74,800.00	\$205.00	\$38,335.00	\$325.00	\$60,775.00	\$300.00	\$56,100.00
6	Short Service Connection (4-inch). Complete in Place.	137	EA	\$75.00	\$10,275.00	\$285.00	\$40,115.00	\$150.00	\$20,550.00	\$300.00	\$41,100.00
7	Long Service Connection (4-inch). Complete in Place.	50	EA	\$450.00	\$22,500.00	\$555.00	\$27,750.00	\$400.00	\$20,000.00	\$600.00	\$30,000.00
8	Manhole Reconstruction, Cementitious Liner, w/ Testing, Complete in Place.	250	VF	\$95.00	\$23,750.00	\$90.00	\$22,500.00	\$90.00	\$22,500.00	\$90.00	\$22,500.00
9	Sanitary Sewer Cleanout Per Detail, Complete in Place.	7	EA	\$800.00	\$5,600.00	\$1,197.00	\$8,379.00	\$650.00	\$4,550.00	\$1,500.00	\$10,500.00
10	Turf Establishment Full Sodding, Complete in Place.	935	SY	\$8.00	\$7,480.00	\$2.50	\$2,337.50	\$8.00	\$7,480.00	\$8.00	\$7,480.00
11	2-inch Asphalt Surface, Width Varies, Per Detail, Includes Saw-Cut and Removal, And Replacement 8-inch Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292 and 2-inch Surface, Type "D" Per TXDOT Item 340, Complete in Place.	530	SY	\$65.00	\$34,450.00	\$69.00	\$36,040.00	\$55.00	\$29,150.00	\$75.00	\$39,750.00
12	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place.	1	LS	\$4,500.00	\$4,500.00	\$3,675.00	\$3,675.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00

Bid Tabulation - Bid Opening, Wednesday, September 6, 2017 @ 10:00 AM
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 LJA Project No. E019-1003

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FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
13	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, And Removed, In Accordance with Best Management Practices, Complete in Place.	29	EA	\$65.00	\$1,885.00	\$60.00	\$1,450.00	\$30.00	\$870.00	\$75.00	\$2,175.00
14	SWPPP, Inlet Protection Barrier, Installed, Maintained, And Removed, In Accordance with Best Management Practices, Complete in Place.	8	EA	\$68.00	\$552.00	\$68.00	\$544.00	\$30.00	\$240.00	\$125.00	\$1,000.00
TOTAL AMOUNT BASE BID ITEMS (1 thru 14)					\$460,709.50		\$489,230.50		\$483,425.00		\$593,355.00

SUPPLEMENTARY ITEMS											
15	Concrete Surface Replacement per Detail, As Directed by Owner's Representative, Complete in Place.	100	SY	\$80.00	\$8,000.00	\$8.00	\$800.00	\$80.00	\$8,000.00	\$80.00	\$8,000.00
16	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place.	10	CY	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00
17	"Extra" Crushed Limestone Bedding, As Directed by Owner's Representative, Complete in Place.	10	CY	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00
18	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by Owner's Representative, Complete in Place.	20	TON	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00
19	Obstruction Removal by Excavation, As Directed by Owner's Representative, Complete in Place.	10	EA	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
20	Small Obstruction Removal, As Directed by Owner's Representative, Complete in Place.	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
21	Trench Safety System, As Directed by Owner's Representative, Complete in Place.	500	LF	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00
22	10-Inch Sewer Reconstruction by Pipe Bursting with 10.750-Inch O.D. Polyethylene Pipe (SDR 19), all Depths, Including By-pass Pumping, Trench Safety, Post TV Inspection, Etc., As Directed by Owner's Representative, Complete in Place.	875	LF	\$55.00	\$48,125.00	\$55.00	\$48,125.00	\$55.00	\$48,125.00	\$55.00	\$48,125.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
23	Short Service Reconnection (6-Inch), As Directed by Owner's Representative, Complete in Place	5	EA	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00
24	Long Service Reconnection (6-Inch), As Directed by Owner's Representative, Complete in Place	5	EA	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00
25	Deep Connection (4-Inch or 6-Inch), As Directed by Owner's Representative, Complete in Place	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
26	Slip Line Removal, As Directed by Owner's Representative, Complete in Place	4,000	LF	\$3.00	\$12,000.00	\$3.00	\$12,000.00	\$3.00	\$12,000.00	\$3.00	\$12,000.00
27	Well Point Dewatering System, Installed, Operated and Removed As Directed by Owner's Representative, Complete in Place	1,000	LF	\$25.00	\$25,000.00	\$25.00	\$25,000.00	\$25.00	\$25,000.00	\$25.00	\$25,000.00
28	Extra Depth Manhole (Over 8-Foot), As Directed by Owner's Representative, Complete in Place	10	VF	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
29	Turf Establishment, Hydro-Mulch Seeding, As Directed by Owner's Representative, Complete in Place	9.5	AC	\$2,000.00	\$1,900.00	\$2,000.00	\$1,900.00	\$2,000.00	\$1,900.00	\$2,000.00	\$1,900.00
30	Manhole Adjustment, As Directed by Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
31	Manhole Frame and Cover Per Detail on Plans, As Directed as Owner's Representative, Complete in Place	10	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
32	12-Inch Sewer Reconstruction by Pipe Bursting with 12.750-Inch O.D. Polyethylene Pipe (SDR 19), all depths, including By-pass Pumping, Trench Safety, Post TV Inspection, etc., As Directed by Owner's Representative, Complete in Place.	375	LF	\$55.00	\$20,625.00	\$55.00	\$20,625.00	\$60.00	\$22,500.00	\$55.00	\$20,625.00
33	15-Inch Sewer Reconstruction by Pipe Bursting with 16-Inch O.D. Polyethylene Pipe (SDR 19), all depths, including By-pass Pumping, Trench Safety, Post TV Inspection, etc., As Directed by Owner's Representative, Complete in Place.	795	LF	\$72.00	\$57,240.00	\$55.00	\$43,725.00	\$65.00	\$51,675.00	\$55.00	\$43,725.00
TOTAL SUPPLEMENTARY BID ITEMS (15 thru 33)					\$198,690.00		\$175,675.00		\$193,000.00		\$183,175.00

TOTAL AMOUNT BASE BID AND SUPPLEMENTARY ITEMS (1 thru 33)

\$657,399.50

\$665,205.50

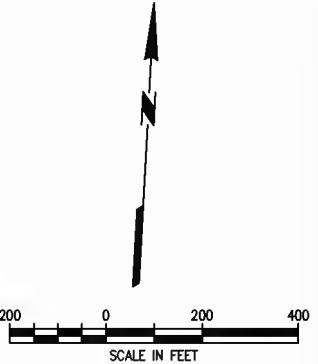
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\$776,530.00



- EXISTING LEGEND**
- SANITARY SEWER (SIZE AS NOTED)
 - SMH-4 SANITARY SEWER MANHOLE
 - LIFT STATION
 - CLEAN OUT
- PROPOSED LEGEND**
- MANHOLE REHABILITATION
 - PROPOSED MANHOLE
 - 200 L.F./ 8" LENGTH/ PROPOSED SIZE
 - EXIST. SEWER FOR REHABILITATION
 - PROPOSED CLEANOUT
 - 100-YEAR FLOOD PLAIN

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



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

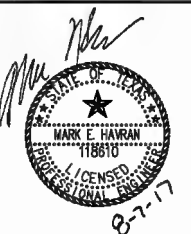
For your safety, you are required by Texas law to call 811 at least 48 hours before you dig so that underground lines can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITIES

Lawrence DATE 6/13/17
CenterPoint Energy/Natural Gas Facilities Verifications ONLY
(This Signature verifies that you have shown CNP Natural Gas lines correctly not to be used for conflict verification) (Gas service lines are not shown)
Signature Valid for six months

Lawrence DATE 6/13/17
CenterPoint Energy/UNDERGROUND Electrical Facilities Verifications ONLY
(This Signature verifies existing underground facilities not to be used for conflict verification)
Signature Valid for six months

Lawrence DATE 6-15-17
AT&T Texas/ SMT Facilities
(Approved for AT&T Texas / SMT UNDERGROUND Facilities only)
Signature Valid for one year



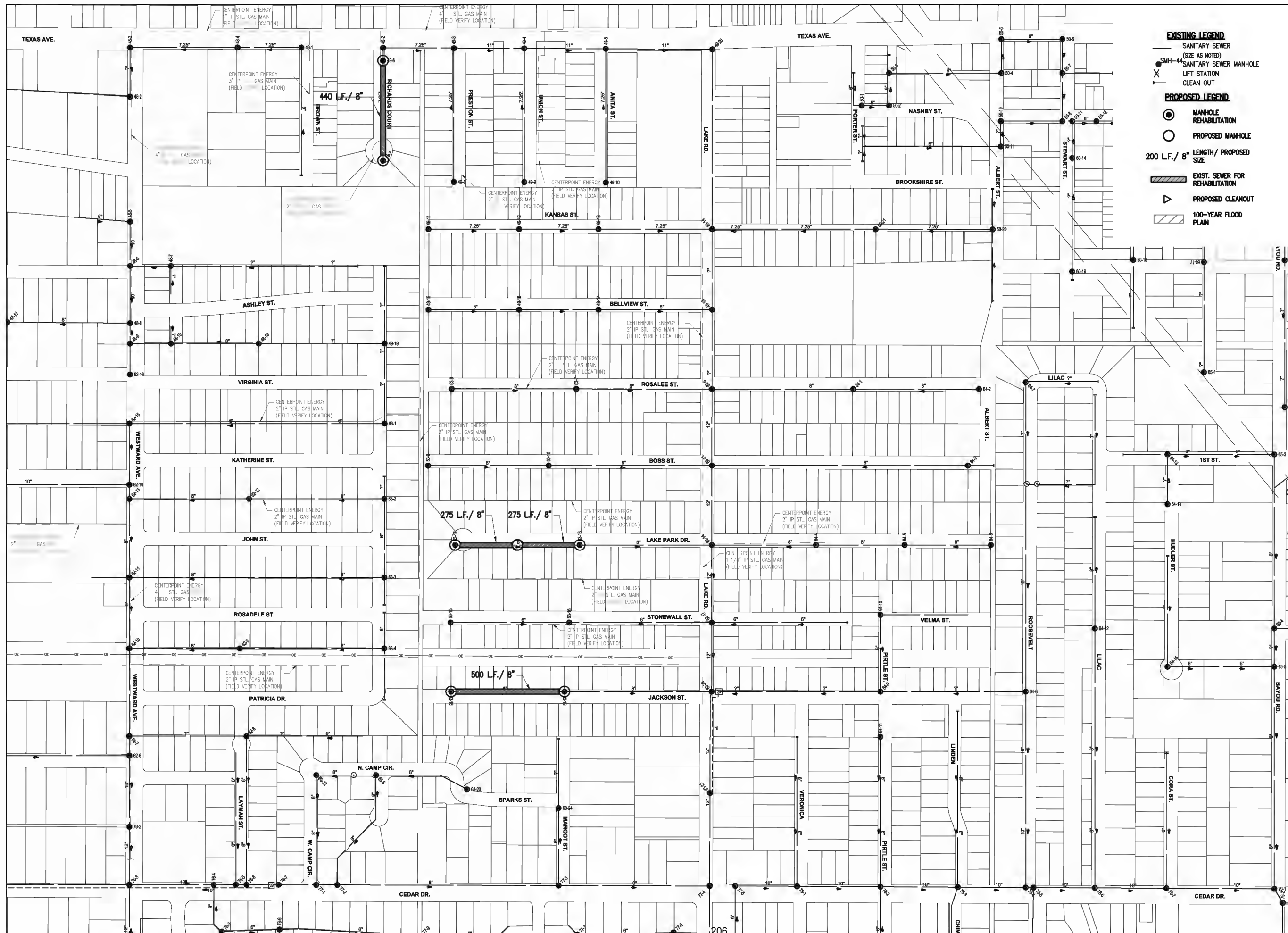
Revision	By	Chk.	Appr.	Date

**CITY OF LA MARQUE
SANITARY SEWER
REHABILITATION**

**REHABILITATION LAYOUT
SHEET 1 OF 4**

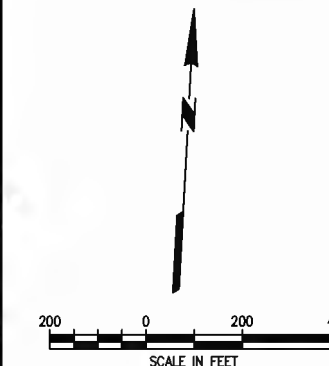
LJA Engineering, Inc.
11821 East Freeway Suite 360 Houston, Texas 77029
Phone 713.450.1300 Fax 713.450.1385 FRN - F-1386

DESIGN: M.E.H.	JOB No. ED19-1003 Cont. No.
DRAWN: M.A.G.	DATE: MAY, 2017
CHECKED:	SCALE: 1" = 200'
APPROVED:	SHEET No. 03 Of 14



- EXISTING LEGEND**
- SANITARY SEWER (SIZE AS NOTED)
 - SANITARY SEWER MANHOLE
 - LIFT STATION
 - CLEAN OUT
- PROPOSED LEGEND**
- MANHOLE REHABILITATION
 - PROPOSED MANHOLE
 - 200 LF./ 8" LENGTH/ PROPOSED SIZE
 - EXIST. SEWER FOR REHABILITATION
 - PROPOSED CLEANOUT
 - 100-YEAR FLOOD PLAIN

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



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

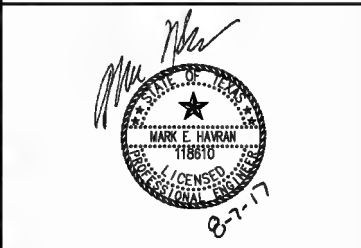
For your safety, you are required by Texas law to call 811 at least 48 hours before you dig so that underground lines can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITIES

Joe Hutto DATE 6/13/17
CenterPoint Energy/Natural Gas Facilities Verifications ONLY
(This Signature verifies that you have shown CNP Natural Gas lines correctly not to be used for conflict verification) (Gas service lines are not shown)
Signature Valid for six months

Joe Hutto DATE 6/13/17
CenterPoint Energy/UNDERGROUND Electrical Facilities Verifications ONLY
(This Signature verifies existing underground facilities not to be used for conflict verification)
Signature Valid for six months

Joe Hutto DATE 6-15-17
AT&T Texas/ SMT Facilities
(Approved for AT&T Texas / SMT UNDERGROUND Facilities only)
Signature Valid for one year



Revision	By	Chk.	Appr.	Date

CITY OF LA MARQUE
SANITARY SEWER
REHABILITATION

REHABILITATION LAYOUT
SHEET 2 OF 4

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

DESIGN: M.E.H.	JOB No. ED19-1003 Cont. No.
DRAWN: M.A.G.	DATE: MAY, 2017
CHECKED:	SCALE: 1" = 200'
APPROVED:	SHEET No. 04 Of 14



ADDENDUM NO. 1

- EXISTING LEGEND**
- SANITARY SEWER (SIZE AS NOTED)
 - SMH-4 SANITARY SEWER MANHOLE
 - LIFT STATION
 - CLEAN OUT
- PROPOSED LEGEND**
- MANHOLE REHABILITATION
 - PROPOSED MANHOLE
 - 200 LF./ 8" LENGTH / PROPOSED SIZE
 - EXIST. SEWER FOR REHABILITATION
 - PROPOSED CLEANOUT
 - 100-YEAR FLOOD PLAIN

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

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VERIFICATION OF PRIVATE UTILITIES

Joe Hutto DATE 6/13/17
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(This Signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification) (Gas service lines are not shown)
Signature Valid for six months

Joe Hutto DATE 6/13/17
CenterPoint Energy/Underground Electrical Facilities Verifications ONLY
(This Signature verifies existing underground facilities - not to be used for conflict verification)
Signature Valid for six months

L. Upson DATE 6-15-17
AT&T Texas / S.W.B.T. Facilities
(Approved for AT&T Texas / S.W.B.T. UNDERGROUND Conduct Facilities only)
Signature Valid for one year



Revision	By	Chk.	Appr.	Date
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**CITY OF LA MARQUE
SANITARY SEWER
REHABILITATION**

**REHABILITATION LAYOUT
SHEET 3 OF 4**

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

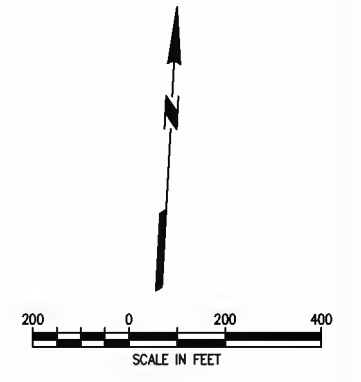
DESIGN: M.E.H.	JOB No. ED19-1003 Cont. No.
DRAWN: M.A.G.	DATE: MAY, 2017
CHECKED:	SCALE: 1" = 200'
APPROVED:	SHEET No. 05 Of 14



ADDENDUM NO. 1

- EXISTING LEGEND**
- SANITARY SEWER (SIZE AS NOTED)
 - SANITARY SEWER MANHOLE
 - LIFT STATION
 - CLEAN OUT
- PROPOSED LEGEND**
- MANHOLE REHABILITATION
 - PROPOSED MANHOLE
 - 200 L.F./ 8" LENGTH / PROPOSED SIZE
 - EXIST. SEWER FOR REHABILITATION
 - PROPOSED CLEANOUT
 - 100-YEAR FLOOD PLAIN

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



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

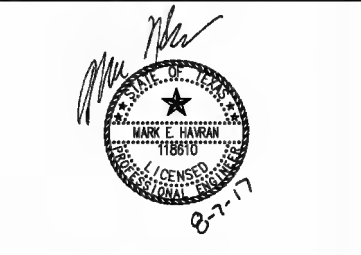
For your safety, you are required by Texas law to call 811 at least 48 hours before you dig so that underground lines can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITIES

Joe Hoot DATE 6/13/17
CenterPoint Energy/Natural Gas Facilities Verifications ONLY
(This Signature verifies that you have shown CPE Natural Gas lines correctly - not to be used for conflict verification) (Gas service lines are not shown)
Signature Valid for six months

Joe Hoot DATE 6/13/17
CenterPoint Energy/Underground Electrical Facilities Verifications ONLY
(This Signature verifies existing underground facilities - not to be used for conflict verification)
Signature Valid for six months

L. Upchurch DATE 6-15-17
AT&T Texas / SMT Facilities
(Approved for AT&T Texas / SMT Undersea Conduit Facilities only)
Signature Valid for one year



Revision	By	Chk.	Appr.	Date
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**CITY OF LA MARQUE
SANITARY SEWER
REHABILITATION**

**REHABILITATION LAYOUT
SHEET 4 OF 4**

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

DESIGN: M.E.H.	JOB No. E019-1003 Cont. No.
DRAWN: M.A.G.	DATE: MAY, 2017
CHECKED:	SCALE: 1" = 200'
APPROVED:	SHEET No. 06 Of 14



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017
 Prepared by: Venisha Henderson
 Department: Public Services

Agenda item: 10c
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid LM #01-18 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$ 41,398.00.



Attachments for reference

1. Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid submitted by DXI Industries as the lowest and only qualified bidder meeting all specifications.
- The bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were thirteen (13) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- Bid was posted on the City's web site.
- (2) bids were received, but only (1) qualified bidder bid on all items.
- Please see the bid tabulation for bid results.

HISTORY:

- These chemicals are used for the treatment process in the City's Wastewater Discharge and Disinfection of the potable drinking water.

TARGET IMPLEMENTATION: October 16, 2017

SIGNIFICANT ACTION DATES:

October 16, 2017 - Contracts need to be in place and PO's approved prior to this date

ACTION:

☐

Ordinance

☐

Resolution

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Proclamation

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Special Presentation

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Finance Report

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Public Hearing

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Other – Award Bid

Cost Details:	
Budgeted	\$ 60,000
Actual Bid	\$ 41,398.00
Estimated Expenditure	\$ 60,000
Acct. Name	Operating Supplies
Line Items #	02-2010-24-00

☒

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



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to award Bid LM #01-18 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$ 41,398.00.

FISCAL IMPACT: These chemicals are annual recurring cost. The annual bid came in under the estimated budget costs of chemicals.

**BID TAB
LM 01-17
CHLORINE
CALCIUM HYPOCHLORITE
SULFUR DIOXIDE**

BIDDER: Brenntag Southwest Inc.

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	150 lb. Cylinders of Chlorine as Specified	\$ 175.00/CYL	\$ 4,900.00
24	1 – Ton Cylinder of Chlorine as Specified	\$820.00/Ton	\$ 19,680.00
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$201.00/Drum	\$ 4,020.00
165	150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications	NO BID	NO BID

Total \$28,600.00

BIDDER: DXI Industries, Inc.

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	150 lb. Cylinders of Chlorine as Specified	\$ 99.00	\$ 2,772.00
24	1 – Ton Cylinder of Chlorine as Specified	\$ 759.00	\$ 18,216.00
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$ 179.00	\$ 3,580.00
165	150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications	\$ 102.00	\$ 16,830.00

Total \$ 41,398.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Prepared by: Venisha Henderson

Department: Public Services

Agenda item: 10d

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid LM #02-18 to Petroleum Companies, Inc. for fuel in the amount of \$ 5,657.50 in differential costs.



Attachments for reference

1. Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid submitted by RKA Petroleum Companies, Inc. as the only qualified bidder meeting all specifications.
- Vendors were quoting on the differential between wholesale cost and their proposed fee.
- Based on new procedures for City wide fueling of vehicles it is anticipated bulk purchases will be greatly reduced to the extent we should not exceed the projected cost.
- Primary bulk fuel purchases should be limited to off-road diesel.
- The bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were eleven (11) bid solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- Bid was posted on the web site.
- Only one (1) qualified bid was received.
- Please see the enclosed bid tabulation for bid results.

HISTORY:

- City Staff had requested \$30,000.00 in the 2017-2018 budget for fuel purchases.
- The amount bid by the vendors is a price differential of a (+ or-) cost of the fuel Rack Average on the day of purchase.

TARGET IMPLEMENTATION: January 1, 2018

SIGNIFICANT ACTION DATES:

January 1, 2018 - Contracts need to be in place and PO's approved prior to this date.



CITY COUNCIL AGENDA FORM

ACTION:

☐

Ordinance

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Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

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Other-Award of Bid

☒

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

Cost Details:

Budgeted	\$30,000.00
Actual Bid	Unleaded+0.0775 Diesel +0.0775 Diesel in small delivery:NO BID
Estimated Expenditure	\$30,000.00
Acct. Name	Fuel
Line Items #	01-2020-12-00 02-2020-22-00

STAFF'S RECOMMENDATION: Motion to award Bid LM #02-18 to RKA Petroleum Companies, Inc. for Fuel in the amount of \$ 5,657.50 in differential costs.

FISCAL IMPACT: Throughout the 2017-2018 budget year due to fluctuating fuel prices, a higher overall average increase could result in cost overruns.

BID TABULATION

LM 02-18

FUEL

Company: RKA Petroleum

Estimated Quantity (Gals.)	Description	Price Differential	Extension
43,000	Unleaded plus gasoline as per specifications	\$+0.0775	\$ 3,332.50
30,000	Diesel No. 2 as per specifications	\$+0.0775	\$ 2,325.00
3,500	Diesel No. 2 in quantities of 100 to 500 gallons as additional sites	\$ NO BID	\$ NO BID
	TOTAL AMOUNT OF DIFFERENTIAL	+0.1550	\$5,657.50



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Prepared by: Venisha Henderson

Department: Public Services

Agenda item: 10e

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid LM #03-18 to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$ 29,750.00.



Attachments for reference

1. Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid submitted by Century Asphalt as the only qualified bidder meeting all specifications.
- All bid amounts are based on estimated quantities supplied by City of La Marque.
- There were four (4) bids solicited.
- A legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- The bid was placed on the City's web site.
- Only one (1) qualified bid was received.
- Please see the enclosed bid tabulation for bid results.

HISTORY:

- The cold mix cold lay products are used to repair routine pot holes within asphalt roadways.

TARGET IMPLEMENTATION: October 16, 2017

SIGNIFICANT ACTION DATES:

October 16, 2017 - Contracts need to be in place and PO's approved prior to this date



CITY COUNCIL AGENDA FORM

ACTION:

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Ordinance

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Resolution

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Proclamation

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Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other – Award of Bid

☒

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

Cost Details:

Budgeted	35,000.00
Actual Bid	29,750.00
Estimated Expenditure	35,000.00
Acct. Name	CIP Fund
Line Items #	65-9001-00-00 01-3010-12

STAFF'S RECOMMENDATION: Motion to award Bid LM #03-18 to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$ 29,750.00.

FISCAL IMPACT: Annual recurring cost.

BID TABULATION
LM 03-18
COLD MIX COLD LAY ASPHALT

Company: Century Asphalt

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$ 85.00/ton	\$ 29,750.00
	TOTAL COST		\$ 29,750.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017
Prepared by: Venisha Henderson
Department: Public Services

Agenda item: 10f
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid LM #05-18 to Pencco, Inc. for Odor and Corrosion Control in the amount of \$ 183,250.00.



Attachments for Reference

1. Bid Tab

STAFF BREIFING:

- Staff recommends awarding the bid submitted by Pencco, Inc. as the lowest qualified bidder meeting all specifications with a total bid amount of \$ 183,250.00.
- All bid amounts are based on estimated quantities supplied by the City of La Marque. There were eleven (11) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- The bid was placed on the City's web site.
- Only one (1) qualified bid was received.
- Please see the attached bid tabulation for bid results.

HISTORY:

- Odor Control product was purchased annually as a sole source patented product.
- The patent expired.
- As a result of the product being sold openly and no longer considered a sole source; the City is now bidding the required chemical.
- This product has worked well in reducing strong hydrogen sulfide odors at the Waste Water Treatment Plant, 6th Street Lift Station, and the Shady Lane Lift Station.

TARGET IMPLEMENTATION: October 16, 2017

SIGNIFICANT ACTION DATES:

October 16, 2017 – Contracts need to be in place and PO's approved prior to this date



CITY COUNCIL AGENDA FORM

ACTION:

☐

Ordinance

☐

Resolution

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Special Presentation

☐

Proclamation

☐

Finance Report

☐

Public Hearing

☒

Other – Award of Bid

☒

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

Cost Details:

Budgeted	\$90,000
Actual Bid	\$183,250.00
Estimated Expenditure	\$90,000
Acct. Name	Operating Supplies
Line Item #	02-2010-24-00

STAFF RECOMMENDATION: Motion to award Bid LM #05-18 to Pencco, Inc. for Odor and Corrosion Control in the amount of \$ 183,250.00.

FISCAL IMPACT: Annual recurring cost.

BID TABULATION

LM 05-18

ODOR & CORROSION

Company: Pencco, Inc.

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	*Total Price
90,000 Gallons	\$ 1.74	\$ 156,600.00
Mobilization of Equipment	\$ 0.296	\$ 26,650.00
De-Mobilization of Equipment	\$ 0.00	\$ 0.00
Total Amount of Bid:		\$ 183,250.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Agenda item: 10g

Prepared by: Venisha Henderson

Reviewed by: Carol Buttler

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid LM #06-18 to WBI Inc., for Sludge Removal in the amount of \$122,500.00.



Attachments for reference

1. Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid submitted by WBI Inc. as the lowest only qualified bidder meeting all specifications.
- WBI's process and methodology is preferable as more environmentally sound and efficient.
- The selected vendor provides additional services such as tank cleaning after sludge removal.
- While bid comes in higher than budgeted amount, it is anticipated that the final amount will be less than the bid by year's end
- If necessary, based on increase in population and other factors, staff may have to approach Council for a change to that budgeted amount
- All bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were thirteen (13) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- The bid was placed on the City's web site.
- Three (3) qualified bids were received.
- Please see the enclosed bid tabulation for bid results.

HISTORY:

- The Sludge removal process will be performed approximately every six (6) weeks on an automatic schedule with the selected vendor.
- The independent contractor mobilizes a belt filter press and a fleet of 30-yard end dump trucks.
- The filter press removes and separates liquids from solid materials from four plant process digesters.
- The separated cake is deposited in the dump truck trailers and the material is hauled to the landfill for disposal.
- This whole process takes approximately two (2) weeks.

TARGET IMPLEMENTATION: October 16, 2017

SIGNIFICANT ACTION DATES:

October 16, 2017 - Contracts need to be in place and PO's approved prior to this date.



CITY COUNCIL AGENDA FORM

ACTION:

☐

Ordinance

☐

Resolution

☐

Proclamation

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Special Presentation

☐

Finance Report

☐

Public Hearing

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Other – Award Bid

Cost Details:	
Budgeted	\$90,000
Actual Bid	\$122,500.00
Estimated Expenditure	\$90,000.00
Acct. Name	Sludge Removal
Line Items #	02-3010-24-00

☒

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

STAFF'S RECOMMENDATION: Motion to award Bid LM #06-18 to WBI Inc., for Sludge Disposal in the amount of \$ 122,500.00.

FISCAL IMPACT: The Sludge removal process is an annual recurring cost that can change based on inflation and other factors.

SLUDGE REMOVAL BID TABULATIONS

LM #06-18

Synagro of Texas-CDR, Inc.

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$ 520.00	\$ 130,000.00

Sprint Waste Services, LP

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$ 498.00	\$ 124,500.00

WBI, Inc.

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$ 490.00	\$ 122,500.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Prepared by: Venisha Henderson

Department: Public Services

Agenda item: 10h

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid LM #07-18 to ACT Pipe & Supply for Water & Sewer Supplies in the amount of \$147,690.50.



Attachments for reference

1. Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid submitted by ACT Pipe & Supply as 2nd the lowest qualified bidder meeting all specifications.
- Lowest qualified bidder was awarded the bid in FY 2016-2017; however vendor was non-responsive to requests for water and sewer supplies and required multiple requests to receive ordered supplies.
- All bid amounts are based on estimated quantities supplied by the City of La Marque.
- The bids are based on a “worst” case scenario where all bid items are being purchased.
- Budgeted amount is more reflective of annual usage by the City.
- There were eleven (11) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- Four (4) qualified bids were received.
- Please see the enclosed bid tabulation for bid results.

HISTORY:

- Annual supplies are utilized to make repairs to the City’s water mains, ranging in sizes from ¾” service lines up to 16” transmission lines.
- In addition to water line repairs, these funds are utilized to purchase sewer repair piping from 4” service lines up to 36” trunk sewers.
- The annual bid quantities reflect prices for a range of pipe sizes and materials for repairs, but not all items bid will be purchased.
- We list a large range of materials to establish bid prices for the year.

TARGET IMPLEMENTATION: October 16, 2017

SIGNIFICANT ACTION DATES:

October 16, 2017 – Contracts need to be in place and PO’s approved prior to this date



CITY COUNCIL AGENDA FORM

ACTION:☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other – Award of Bid

☒

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

Cost Details:

Budgeted	\$85,000
Actual Bid	\$147,690.50
Estimated Expenditure	\$85,000
Acct. Name	Water & Sewer Supplies
Line Items #	02-3010-22-00 02-3011-22-00

STAFF'S RECOMMENDATION: Motion to award Bid LM #07-18 to ACT Pipe & Supply for Water & Sewer Supplies in the amount of \$147,690.50.

Fiscal Impact: The water & sewer repair parts are annual recurring cost.

**BID TABULATION
LM 07-18
WATER AND SEWER SUPPLIES**

Bidder	Description	Amount of Bid
HD Supply, Inc.	Full Bid	\$147,685.33
ACT Pipe & Supply	Full Bid	\$147,690.50
CPR Services and Supplies	Full Bid	\$153,421.54
Ferguson Waterworks	Full Bid	\$156,450.89



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Prepared by: Venisha Henderson

Department: Public Services

Agenda item: 10i

Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid LM #08-18 to Synagro for Aeration Basin Cleaning in the amount of \$102,000.00.



Attach for reference

1. Bid Tab

STAFF BRIEFING:

- This bid, if awarded would provide service to the second of two (2) aeration basins at the Waste Water Treatment Plant
- During the budget process, we proposed an annual basin cleaning of alternating each basin, to clean one (1) basin each year.
- This project has been reviewed by the Finance Director
- There were fifteen (15) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- A notice was posted on the City of La Marque web site.
- Of responses received, one (1) qualified bid was received.
- Please see the enclosed bid tabulation for bid results.
- Staff recommends awarding the bid for \$102,000.00 to Synagro as the lowest qualified bid meeting specifications.
- The bid amounts are based on specifications supplied by the City of La Marque.

HISTORY:

- The cleaning will help the treatment process and reduce chemical consumption.

TARGET IMPLEMENTATION: October 16, 2017

SIGNIFICANT ACTION DATES:

October 16, 2017 - Contracts need to be in place and PO's approved prior to this date.



CITY COUNCIL AGENDA FORM

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	\$125,000.00
Actual Bid	\$102,000.00
Estimated Expenditure	\$102,000.00
Acct. Name(s)	Aeration Basin Cleaning
Line Items #	02-3010-24

STAFF'S RECOMMENDATION: Motion to award Bid LM #08-18 to Synagro for Aeration Basin Cleaning in the amount of \$102,000.00.

FISCAL IMPACT: Bid came in under amount budgeted.

**LM 08-18
BID TAB
AERATION BASIN CLEANING**

BIDDER: SYNAGRO

Estimated Amounts	Description	Price Differential*	Extension
Hours to clean "fine bubble" aeration basin	Aeration Basin Debris (removal and disposal) as per specifications	\$ 850.00	\$ 102,000.00
Base Rate	Any ancillary additional cost for mobilization, disposal, etc.	\$ 3,200.00 for LS mobilization	

*Indicate + or – PAD Report



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Prepared by: Charlene Warren

Department: Administration

Agenda item: 10j

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid LM #09-18 to Oriental Building Services, Inc., for Janitorial Services in the amount of \$32,282.40.



Attach for reference

1. Bid Summary
2. Bid Tab

STAFF BRIEFING:

- In order to maintain a clean and orderly business environment for both employees and citizens, the City of La Marque utilizes professional janitorial services for City facilities.
- On August 8, 2017, a bid notice was posted on both the City's website and Texas Bid System's website.
- There were 124 bids solicited through the City's website and 167 through Texas Bid System.
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period (9/9/2017 and 8/16/2017).
- Twelve (12) interested vendors attended the mandatory pre-bid conference on August 17, 2017.
- On August 23, 2017, five (5) bids were submitted and all were qualified to continue the process.
- Although J&E Associates provided the lowest bid, their service during the current budget year has not met our needs at the level required in the bid specifications, as awarded previously.
- J&E was provided multiple opportunities to correct inefficiencies, without improvement.
- Regardless of vendor, carpet cleaning (twice annually) is included as an additional item beyond basic service delivery.
- Janitorial products and consumables will be purchased separately as better pricing is available when obtained by the City.
- Please see bid tabulation for bid results.
- The bid amounts are based on specifications supplied by the City of La Marque.
- This bid has been discussed with the Finance Director.
- Contract will be reviewed by City Attorney once bid is awarded.
- Staff recommends awarding the bid for LM #09-18 Janitorial Services to Oriental Building Services, Inc., the lowest qualified bid meeting specifications.

HISTORY:

- Previous vendors have been selected through the formal bid process.

TARGET IMPLEMENTATION: October 16, 2017



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

08/08/2017 – Bid Packet posted on City website and Texas Bid System

08/09/2017 – Legal Ad placed in Galveston County Daily News

08/16/2017 – Legal Ad placed in Galveston County Daily News

08/23/2017 – 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	\$36,340.00
Actual Bid	\$32,282.40
Estimated Expenditure	\$32,282.40
Acct. Name(s)	Various Depts.
Line Items #	Various Depts.
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to award Bid LM #09-18 to Oriental Services, Inc., for Janitorial Services in the amount of \$32,282.40.

FISCAL IMPACT: Budgeted line item - \$32,282.40

**LM 09-18 JANITORIAL SERVICES FOR CITY FACILITIES
SUMMARY**

Building (w/o products)	# Days Serviced/Week	Monthly Charge				
		J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
City Hall	5	515.16	731.53	2,632.20	567.00	600.05
Police Dept.	5	773.57	891.83	1,363.63	846.00	600.05
LMEDC	5	625.00	831.54	1,628.13	503.00	450.04
Library	3	230.91	500.00	1,603.64	294.00	360.03
Council Chambers	3	153.40	150.00	400.90	324.00	300.02
Public Services	1	110.00	192.56	480.00	88.00	180.01
Monthly Fees:		\$2,408.04	\$3,297.46	\$8,108.50	\$2,622.00	\$2,490.20
Carpet Cleaning	2 times per year	\$1,000.00	\$317.93	\$3,580.00	\$1,000.00	\$2,400.00
Annual Total:		\$29,896.48	\$39,887.45	\$100,876.00	\$32,464.00	\$32,282.40

**LM 09-18 JANITORIAL SERVICES FOR CITY FACILITIES
BID TAB**

Building (w/o products) 3x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
City Hall	308.44	438.92	1,579.32	340.20	450.03
Council Chambers	153.40	150.00	400.90	324.00	300.02
Police Dept.					
Library	230.91	500.00	1,603.64	294.00	360.03
LMEDC	542.08	498.92	976.88	302.33	360.03

Building (w/ products) 3x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
City Hall	318.44	504.91	1,945.27	444.24	533.13
Council Chambers	163.40	150.00	474.09	395.28	355.42
Police Dept.					
Library	240.91	550.00	1,903.45	366.20	426.51
LMEDC	552.08	608.92	1,159.85	376.78	426.51

Building (w/o products) 4x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
City Hall	411.80	585.22	2,105.76	453.60	510.04
Council Chambers	205.08	160.00	534.55	432.00	360.03
Police Dept.					
Library					
LMEDC	595.20	665.23	1,302.51	403.17	390.03

Building (w/ products) 4x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
City Hall	421.80	673.22	2,471.71	592.32	604.22
Council Chambers	215.06	160.00	607.74	527.04	426.51
Police Dept.					
Library					
LMEDC	605.20	775.23	1,485.48	502.37	462.05

Building (w/o products) 5x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
City Hall	515.16	731.53	2,632.20	567.00	600.05
Council Chambers	216.76	200.00	668.18	540.00	420.04
Police Dept.	773.57	891.83	1,363.63	846.00	600.05
Library					
LMEDC	625.00	831.54	1,628.13	503.00	450.04

Building (w/ products) 5x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
City Hall	525.16	841.53	3,065.05	740.40	710.85
Council Chambers	266.76	310.00	768.18	658.80	497.59
Police Dept.	783.57	991.83	1,843.63	1,051.48	710.85
Library					
LMEDC	635.00	941.54	1,861.10	627.00	533.43

Building (w/o products) 1x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
Public Services	110.00	192.56	480.00	88.00	180.01

Building (w/ products) 1x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
Public Services	110.00	192.56	480.00	88.00	213.25

Building (w/o products) 2x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
Public Services	163.40	288.74	960.00	176.00	300.03

Building (w/ products) 2x/week - per month

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
Public Services	163.40	288.74	960.00	176.00	355.42

Carpet Cleaning 2x/year

VENDOR:	J&E Assoc.	US Facility	CSI Military	V-TEMP	Oriental
City Hall	600.00	126.88	2,400.00	600.00	1,200.00
Community Room	200.00	78.50	400.00	200.00	600.00
Council Chambers	200.00	112.55	780.00	200.00	600.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Prepared by: Chief Kirk Jackson

Department: Police

Agenda item: 10k

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the Mayor to execute an Interlocal Agreement (ILA) between the City of La Marque and the County of Galveston for the City's continued participation in the Galveston County Auto Crimes Task Force.



Attach for reference

1. Interlocal Agreement FY 2018 between the City of La Marque and the County of Galveston for participation in the Galveston County Auto Crimes Task Force
2. FY 2018 ABTPA Statement of Grant Award and Acceptance Notice for Grant number 608-18-0840000

STAFF BRIEFING:

- The LMPD is a current recipient of this grant.
- This is a continuation of the current FY 2016-2017 grant.
- The agents who are assigned to the GCACTF conduct investigations, both proactive and reactive, as assigned by the Task Force Commander.
- The agent assigned to the Task Force by LMPD investigates auto crimes cases reported to the La Marque Police Department as well as working jointly with other agencies.
- Agents operate both overtly and covertly in the investigation of auto crimes.
- Agents also conduct public awareness programs; serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes.
- The GCACTF grant funds a vehicle and salary (does not include benefits).
- Salary expense will be reimbursed to the City based on City-issued invoices.
- Expenses for gas, oil, and maintenance is the responsibility of the City of La Marque (the grant provides a new vehicle).

HISTORY:

- City Council authorized the City's participation in the GCACTF in 2013-2014, 2014-2015, 2015-2016 and 2016-2017 (current).

TARGET IMPLEMENTATION:

- Fiscal Year 2017-2018

SIGNIFICANT ACTION DATES:

August 11, 2016 - Approval of the 2016-2017 Interlocal Agreement (ILA) by the La Marque City Council.



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	\$90,696.52
Actual Bid	
Estimated Expenditure	\$23,914.12 + \$1,300 fuel + \$1,200 maintenance and insurance for the grant funded vehicle) <u>City's cost</u> \$64,282.40 <u>salary is grant funded.</u>
Acct. Name(s)	
Line Items #	Various
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the Mayor to execute an Interlocal Agreement (ILA) between the City of La Marque and the County of Galveston for the City's continued participation in the Galveston County Auto Crimes Task Force

FISCAL IMPACT: \$26,414.12 annually for benefits, and fuel, maintenance and insurance for grant funded vehicle.

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of La Marque**, a municipal corporation situated in County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County of Galveston** and **City of La Marque** have the objective to participate in a combined task force funded by the Automobile Burglary and Theft Prevention Authority of the State of Texas, in the amount of **\$469,183** for the **Galveston County Auto Crimes Task Force**, and,

WHEREAS, the **City** has agreed to contribute the total of **\$26,414** in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a **multijurisdictional ABTPA Task Force**; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** to file an application for a grant with the Automobile Burglary and Theft Prevention Authority, which extension is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on **September 1, 2017** and to end: **August 31, 2018**.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** agrees to contribute a total of **\$26,414** in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	\$23,914	Fringe paid by City in lieu of match (Professional and Contractual Services)
Fuel for Agent’s Vehicle (City employee)	\$1,300	Paid by City in lieu of match (Supplies and Direct Operating Expenses)
Maintenance/Insurance for Agent’s Vehicle (City employee)	\$1,200	In-Kind Match by City (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit “A”**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Automobile Burglary and Theft Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2017.

County of Galveston by:

City of La Marque by:

Mark Henry, County Judge

Bobby Hocking, Mayor

Date Signed

Date Signed

ATTEST:

ATTEST:

Dwight D. Sullivan, County Clerk

Robin Eldridge, City Clerk



ABTPA Board Members

Chief Carlos Garcia
Chair
Law Enforcement Representative
Brownsville, Texas

Ken Ross
Insurance Representative
State Farm Insurance
Houston, Texas

Ashley Hunter
Insurance Representative
HM Risk Group
Austin, Texas

Linda Kinney
Consumer Representative
Dripping Springs, Texas

Armin Mizani
Consumer Representative
Keller, Texas

Tommy Hansen
Law Enforcement Representative
Galveston, Texas

Ex Officio Member
Steven C. McCraw
Major Wynn Reynolds—Designee
Texas Department of Public Safety
Austin, Texas

Bryan E. Wilson
Director

August 2, 2017

The Honorable Mark Henry
Galveston County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550
Via Email: Mark.Henry@co.galveston.tx.us

Re: **FY2018 ABTPA Statement of Grant Award and Acceptance Notice**
Grant Number: **608-18- 0840000**
Grantee: **Galveston County**
Program Title: **Galveston County Auto Crimes Task Force**
Grant Award Amount: **\$469,183**
Grant Term: **September 1, 2017 to August 31, 2018**

Dear Judge Henry,

I am pleased to inform you that your organization has been awarded a grant by the Automobile Burglary and Theft Prevention Authority (ABTPA) in the amount indicated above. The grant award must be officially accepted by signing and returning the enclosed Statement of Grant Award and grantee acceptance notice to the ABTPA within 30 days from the date received.

We look forward to working with you to combat and reduce motor vehicle theft and burglary. Any questions relating to the administration of this grant should be directed to our office. Please do not hesitate to contact me should you require further assistance with this matter. I can be reached at Bryan.Wilson@txdmv.gov or (512) 465-4012.

Sincerely,

Bryan E. Wilson
Director

Copy via email: all agency designated grant officials



FY18 Automobile Burglary and Theft and Prevention Authority Statement of Grant Award and Grantee Acceptance Notice

Grant Number: **608-18-0840000**
 Grantee: **Galveston County**
 Program Title: **Galveston County Auto Crimes Task Force**
 Grant Award Amount: **\$ 469,183**
 Total Cash Match Amount: **\$ 220,047**
 Reimbursement Percent*: **68.07%**
 In-Kind Match Amount: **\$3,600**
 Grant Term: **September 1, 2017 to August 31, 2018**

That whereas, **Galveston County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on March 24, 2017 to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled **Galveston County Auto Crimes Task Force**, and further identified by grant number **608-17-0840000**; and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced by this FY18 Statement of Grant Award and certain special requirements from the Automobile Burglary and Theft Prevention Authority dated **August 2, 2017**; and

Whereas, the Grantee desires to accept the FY18 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Revised Civil Statutes Article 4413(37);
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts;
- The Request for Applications issued on March 24, 2017;
- The current Automobile Burglary and Theft Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award;
- The certification of compliance; and
- The Approved Grant Budget Summary:

Approved Grant Budget Summary				
	ABTPA	Cash Match	TOTAL	In-Kind
Personnel	\$251,360	\$10,960	\$262,320	\$0
Fringe	\$0	\$82,655	\$82,655	\$0
Overtime	\$0	\$0	\$0	\$0
Professional and Contract Services	\$181,721	\$68,600	\$250,321	\$0
Travel	\$7,537	\$0	\$7,537	\$0
Equipment	\$0	\$15,000	\$15,000	\$0
Supplies and Direct Operating Expenses (DOE)	\$28,565	\$42,832	\$71,397	\$3,600
Total	\$469,183	\$220,047	\$689,230	\$3,600
*Reimbursement Percent: 68.07% - \$469,183 ABTPA Amt. / \$689,230 (ABTPA Amt. plus \$220,047 Cash Match)				
In the award above, \$93,837 is obligated from AY17 appropriation and \$375,346 from AY18 appropriation.				

Now, therefore, the Grantee accepts the FY18 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Automobile Burglary and Theft Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (ABTPA will only apply special conditions to applicable jurisdictions):

Border Security Report Requirement – Grantees that receive ABTPA funds and which are located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway are required to provide an additional report as required by the General Appropriations Act, page IX-40 Section 7:11 (b) 3; 85th Texas Legislature, Regular Session. The report form will be developed and provided to the applicable grantee prior to September 1, 2017. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

Approved and Accepted by:

Authorized Official

Printed Name and Title

Date Signed

Galveston County Grant Application Negotiation for Fiscal Year 2018

**The Application was submitted by Mark Henry at 7/20/2017 4:20:37 PM and is now locked.
The confirmation Number is 2017072000023.**

Program Title Please enter a short description of the proposed program that can be used as the title. *Galveston County Auto Crimes Task Force*

Which type of grant are you applying for?

Continued Grant - Only available to agencies that have a 2017 grant. These are annual competitive grants for the program described in the application. The program must be submitted for substantially the same program as the previous year. The requested funds, match funds, and in-kind match must be within 5% of the previous year but in any event may not go below the 20% minimum cash match requirement. The number of staff positions must be within 5% of the total positions. Awarded activities are funded on a reimbursement basis.

To be eligible for consideration for funding, a program must be designed to support one or more of the following **ABTPA program categories**.

- Law Enforcement, Detection and Apprehension
- Reduction of the Sale of Stolen Vehicles or Parts
- Public Awareness, Crime Prevention, and Education

Grant Participation and Coverage Area

- **Other Coverage** (Describe): *Galveston County Auto Crimes Task Force covers Brazoria, Matagorda, and Southern Harris County areas on a request basis. We currently conduct 68-A inspections for these areas, respond to complaints and assist on investigations. The geographical area has a population growth during the summer time. Our Analysis offers support not only statewide, Nationally (Federal Agencies) but also internationally upon request.*
- **Law Enforcement Grant**
Participating and coverage agencies below.

Participating Agencies: agencies that will materially participate in the grant application through the use of interlocal agreements. The agencies selected in this list only includes agencies that will receive or provide funding and/or resources. The interlocal agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.

Coverage Agencies: agencies that will be covered by the grant but not materially participating in the grant application. These agencies will not be covered by a grant interlocal agreement but as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant. The agencies selected in this list only includes agencies that will be covered or where the chief of police or county sheriff indicates that their agency will coordinate or call upon the taskforce. These will not directly receive or provide funding and/or resources. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies

TX0840000 GALVESTON CO SO	TX0200000 BRAZORIA CO SO (MIP)
TX0840400 GALVESTON PD	TX0200100 ALVIN PD
TX0840500 HITCHCOCK PD	TX0200200 ANGLETON PD
TX0840700 LA MARQUE PD	TX0200300 CLUTE PD
	TX0200400 DANBURY PD
	TX0200500 FREEPORT PD
	TX0200800 LAKE JACKSON PD
	TX0200900 MANVEL PD
	TX0201000 PEARLAND PD(MIP)(IBR)
	TX0201100 RICHWOOD PD
	TX0201200 SWEENEY PD (AE)
	TX0201400 WEST COLUMBIA PD
	TX0201700 ALVIN COMMUNITY COLL PD
	TX0201800 BRAZORIA PD
	TX0201900 BROOKSIDE VILLAGE PD
	TX0202700 JONES CREEK PD (AE)
	TX0202800 SURFSIDE BEACH PD
	TX0202900 OYSTER CREEK PD
	TX0203200 ALVIN ISD PD
	TX0203300 ANGLETON ISD PD (AE)
	TX0203500 COLUMBIA-BRAZORIA ISD PD
	TX0840200 DICKINSON PD
	TX0840300 FRIENDSWOOD PD (AE)
	TX0840600 KEMAH PD
	TX0840800 LEAGUE CITY PD
	TX0840900 TEXAS CITY PD
	TX0841000 UTMB-GALVESTON PD
	TX0841200 TX A&M GALVESTON PD (AE)
	TX0841900 JAMAICA BEACH PD (AE)
	TX0842100 SANTA FE PD
	TX0842200 BAYOU VISTA PD
	TX0842300 COLL OF THE MAINLAND PD
	TX0842800 Santa Fe ISD PD
	TX0843100 GALVESTON ISD PD
	TX1010100 BAYTOWN PD
	TX1011700 SEABROOK PD (AE)
	TX1012500 WEBSTER PD
	TX1012800 NASSAU BAY PD
	TX1610000 MATAGORDA CO SO
	TX1610100 BAY CITY PD
	TX1610200 PALACIOS PD
	TX1610900 BAY CITY ISD PD

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsABTPA@txdmv.gov.

Grant Budget Summary

Budget Category	ABTPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
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Budget Category	ABTPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$251,360.00	\$10,960.00	\$262,320.00	\$0.00
Fringe	\$0.00	\$82,655.00	\$82,655.00	
Overtime				
Professional and Contract Services	\$181,721.00	\$68,600.00	\$250,321.00	
Travel	\$7,537.00	\$0.00	\$7,537.00	\$0.00
Equipment	\$0.00	\$15,000.00	\$15,000.00	
Supplies and Direct Operating Expenses (DOE)	\$28,565.00	\$42,832.00	\$71,397.00	\$3,600.00
Total	\$469,183.00	\$220,047.00	\$689,230.00	\$3,600.00
		46.90%		

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Lt./Commander	Investigator/LEO	100.00%	\$77,052.00	\$3,800.00	\$80,852.00	\$0.00
Investigator II	Investigator/LEO	100.00%	\$71,552.00	\$3,800.00	\$75,352.00	\$0.00
Deputy V	Investigator/LEO	100.00%	\$60,194.00	\$2,960.00	\$63,154.00	\$0.00
Analyst	Crime Analyst/LE Professional	80.00%	\$42,562.00	\$400.00	\$42,962.00	\$0.00
	Total Personnel		\$251,360.00	\$10,960.00	\$262,320.00	\$0.00
Fringe						
Lt./Commander	Investigator/LEO		\$0.00	\$24,356.00	\$24,356.00	
Investigator II	Investigator/LEO		\$0.00	\$23,144.00	\$23,144.00	
Deputy V	Investigator/LEO		\$0.00	\$20,456.00	\$20,456.00	
Analyst	Crime Analyst/LE Professional		\$0.00	\$14,699.00	\$14,699.00	
	Total Fringe		\$0.00	\$82,655.00	\$82,655.00	
Overtime						
	Total Overtime					
Professional and Contract Services						
Galveston PD - Sr Police Officer	Investigator/LEO - personnel	100.00%	\$67,577.00	\$3,571.00	\$71,148.00	
Galveston PD - Sr Police Officer	Investigator/LEO - fringe	100.00%	\$0.00	\$27,222.00	\$27,222.00	
La Marque PD - Detective	Investigator/LEO - personnel	100.00%	\$60,332.00	\$3,445.00	\$63,777.00	

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
La Marque PD - Detective	Investigator/LEO - fringe	100.00%	\$0.00	\$20,746.00	\$20,746.00	
Hitchcock PD - Sergeant	Investigator/LEO - personnel	100.00%	\$53,812.00	\$0.00	\$53,812.00	
Hitchcock PD - Sergeant	Investigator/LEO - fringe	100.00%	\$0.00	\$13,616.00	\$13,616.00	
	Total Professional and Contract Services		\$181,721.00	\$68,600.00	\$250,321.00	

Travel

ABTPA Meetings and Workshops	Administrative In-state		\$786.00	\$0.00	\$786.00	\$0.00
TAVTI	Training In-State		\$3,625.00	\$0.00	\$3,625.00	\$0.00
IAATI	Training Out-of-State		\$2,250.00	\$0.00	\$2,250.00	\$0.00
Advanced/Specialized Auto Theft	Training In-State		\$876.00	\$0.00	\$876.00	\$0.00
	Total Travel		\$7,537.00	\$0.00	\$7,537.00	\$0.00

Equipment

Crime Prevention Trailer			\$0.00	\$15,000.00	\$15,000.00	
	Total Equipment		\$0.00	\$15,000.00	\$15,000.00	

Supplies and Direct Operating Expenses (DOE)

Fuel			\$0.00	\$14,232.00	\$14,232.00	\$0.00
Vehicle Maintenance			\$2,000.00	\$3,600.00	\$5,600.00	\$3,600.00
Wireless			\$10,765.00	\$0.00	\$10,765.00	\$0.00
Administrative Supplies			\$1,500.00	\$0.00	\$1,500.00	\$0.00
Operating Supplies			\$1,500.00	\$0.00	\$1,500.00	\$0.00
Training			\$2,000.00	\$0.00	\$2,000.00	\$0.00
Towing			\$500.00	\$0.00	\$500.00	\$0.00
Utilities/Building Maintenance			\$0.00	\$24,000.00	\$24,000.00	\$0.00
Vehicle Make Ready			\$0.00	\$1,000.00	\$1,000.00	\$0.00
Service Contracts (Hardware/Software)			\$10,300.00	\$0.00	\$10,300.00	\$0.00
	Total Supplies and Direct Operating		\$28,565.00	\$42,832.00	\$71,397.00	\$3,600.00

Description	Subcategory	Pct Time	ABTPA Funds	Cash Match	Total	In-Kind Match
	Expenses (DOE)					

Budget Narrative

Personnel: Lt/Commander (Galveston County Sheriff's Office): Commander supervises daily operations of the Task Force including strategy development and case assignment/review. Maintains communication with the Project Director, investigators, and office personnel. The Unit Commander stays in contact with the County Auditor and Purchasing Agent to ensure compliance with the appropriate state and county regulations. Commander provides both tactical and strategic analytical support to all local, county, state, and federal agencies. Commander coordinates with the Analyst concerning appointments, travel, training, and monitoring grant and financial records. Attends and conducts peace officer training and public awareness programs as needed. 100% assigned to Auto Crimes Task Force.

Investigator II (Galveston County Sheriff's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force.

Deputy V (Galveston County Pct 4 Constable's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assists all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force.

Analyst (Galveston County Sheriff's Office): Performs intelligence analysis including research, crime mapping, link analysis, VIN decoding, secondary identification methods, and any other vehicle-related requests for local, state, and federal investigators. 80% assigned to Auto Crimes Task Force.

Note: Salaries listed are based on existing salaries with with respect to percentage of time spent on Auto Crimes Task Force grant activities plus 3% potential cost of living adjustments/step increases/salary increases anticipated for the coming fiscal year. Cash match amounts reflected are for sworn law enforcement personnel per the Law Enforcement Career Path Program for: Certification Pay (based on level of certification as follows: \$50 per month for intermediate certification; \$100 per month for advanced certification; and \$150 per month for master certification); and Longevity Pay: \$5.00 per month for each year of time in service, but not more than \$125.00 per month. Also included is a one-time bonus of \$500 per employee typically given to County employees in the first pay period of November.

Fringe: Cash Match reflected above includes the following benefits for all county employees with respect to percentage of time spent on Auto Crimes Task Force grant activities: Pension -Texas County District and Retirement System (TCDRS) at 11.460% Alternate Plan (County does not participate in Social Security) at 8.765% Medicare at 1.450% Unemployment Insurance at 0.360% Health Insurance at \$545/month

Budget Narrative

Overtime: No overtime funds available for budgeting

Professional and Contract Services: Galveston Police Department (Sr Police Officer): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Salary and benefits reflected are per the Collective Bargaining Agreement between the City of Galveston and the Galveston Municipal Police Association and include a pay increase plus a 1% COLA to go into effect October 1st. Salary match paid by Galveston PD includes Certification Pay (based on TCOLE certification of Intermediate: \$100/month; Advanced: \$167/month; and Masters: \$208/month); and Longevity Pay (\$4.50 per years of service/month). Benefits provided by City match include: Pension (12%) - \$8,538; Social Security (6.20%) - \$4,411; Medicare (1.450%) - \$1,032; Workers Comp (9.250%) - \$6,581; Health Insurance - \$6,180 (\$515/month); Dental Insurance - \$288 (\$24/month); and Life Insurance - \$192 (\$16/month).

La Marque Police Department (Detective): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Salary and benefits reflected were calculated based on current hourly rate with 3% potential cost of living adjustment effective October 1st. Salary Match paid by La Marque PD include Certification Pay: \$150/month; Longevity Pay: one-time annual payment received in December; and an Equipment Allowance: \$65/month. Benefits provided by City match include: Pension (15.93%) - \$10,160; Social Security (6.20%) - \$3,954; Medicare (1.450%) - \$925; and Health Insurance - \$5,707 (\$475.62/month).

Hitchcock Police Department (Sergeant): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Salary and benefits reflected were calculated based on current rates listed on invoices submitted for FY 2017 by Hitchcock Police Department with a \$2/hour increase being requested for the coming fiscal year beginning October 1st. Benefits provided by City match include: Pension (4.01%) - \$2,157; Social Security (6.20%) - \$3,335; Medicare (1.450%) - \$780; and Health Insurance - \$7,344 (\$612/month).

Travel: The current per diem rate for the county is \$45 per day and the mileage rate is in conjunction with the IRS standard mileage rate.

Administrative: ACTF anticipates travel to ABTPA Board Meetings 4 times per year for 3 people at approximately \$23 for daytime travel only; plus one grant workshop requiring an overnight stay per diem of \$45/day and hotel estimated at \$125/night for 3 people.

Training: Travel expenses following are listed schools and others as yet to be announced to

Budget Narrative

expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force.

Texas Association of Auto Theft Investigators (TAVTI) in-state travel estimated costs include 5 attendees with per diem of \$45/day for 5 days and hotel estimated at \$125/night for 4 nights.

International Association of Auto Theft Investigators (IAATI) out-of-state travel estimated costs include 2 attendees with flights estimated at \$400/person; per diem of \$45/day for 5 days; and hotel estimated at \$125/night for day 4 nights.

Advanced and Specialized Auto Theft in-state travel estimated costs may include a maximum per diem of \$45/day and hotel costs estimated at \$125/night for 2 attendees.

Any unused funds in travel may be utilized to conduct investigations and law enforcement business both in-state and out-of-state during the fiscal year.

Equipment: Crime Prevention Trailer: Program Income Cash Match estimated at \$15,000 to replace current ACTF Crime Prevention Trailer. Current trailer is very large and heavy and requires heavy duty diesel pickup to transport. Due to the difficulty in maneuvering and parking, this trailer is under-utilized and inconvenient for regular use. We have experienced some difficulties in finding large enough spaces at some venues and have missed out on crime prevention presentations all together, or have been placed in areas away from the main events at others due simply to being too large. We would like to replace this trailer with one that is smaller and can be easily moved by investigator's vehicles, rather than the heavy duty pickup. We would further like to auction both the heavy duty pickup and the large crime prevention trailer during FY 2018 and place those funds in our program income account toward the purchase of a new investigator vehicle during the following grant year.

Supplies and Direct Operating Expenses (DOE): Fuel: The county and cities provide fuel for ACTF vehicles. County match includes estimated fuel for 3 full time investigator vehicles, LPR, bait car, heavy duty diesel truck, and miscellaneous fuel costs (UTVs, fuel for generators, fuel for seized vehicles, etc). Cities pay for fuel for their assigned investigators (one agent assigned per city as described under Professional and Contractual Services). Estimated city cash match funds are based on average monthly fuel usage and are broken down as follows: Galveston PD assigned agent \$250/month; La Marque PD assigned agent \$108/month; Hitchcock PD agent \$158/mo. All amounts shown as cash match are based on estimates; however quarterly expenditure reports will document actual usage and amounts paid by each entity. Vehicle Maintenance: The county and cities maintain investigator's vehicles. In Kind Match shown for contracted city employee's vehicles which are maintained by respective city garages and includes estimated labor/equipment costs of \$1,200/per vehicle annually. Galveston County maintains 3 full time investigators vehicles, and contracts for vehicle repairs and are billed for such. Cash match shown estimates \$1200/vehicle for 3 full time investigator's vehicles. ABTPA funds requested include maintenance costs for bait vehicles including a car, cargo trailer, all-terrain vehicles and personal water craft. These vehicles are used for bait, surveillance, and other covert activities and are equipped with various tracking devices, cameras, sound and recording systems. \$3,000 covers maintenance costs of the bait vehicles, License Plate Reader vehicle, heavy duty crime prevention truck; crime prevention trailer and other trailers. All amounts shown are based on estimates, however quarterly expenditure reports will document actual expenses incurred and amounts by each entity. Wireless Communications: Requested funds include costs for cell phones used by ACTF staff; cellular data links in bait vehicles, LPR, tracking units to operate GPS systems, and IP video cameras used for surveillance. Also includes costs of air cards for laptop computers to send/receive data to identify motor vehicles ,

Budget Narrative

suspects, or relay information in surveillance situations in a timely and secure method. Cell service is provided through Verizon Wireless costs an average of \$897/month.

Administrative Supplies: Routine office supplies, paper, batteries for electronics, audio/videotapes, and blank CDs/DVDs, etc. These items assist personnel to perform efficiently and professionally. Estimated cost for office supplies is \$1,500 and accommodates expensive printer cartridges for agent's printer, which was provided by the County. Galveston County Information Technology will support and maintain the black and white laser printers and provide ink cartridges.

Operating Supplies: Estimated \$1,500 for departmental supplies such as cleaners and degreasers for use in identifying vehicles/parts, small hand tools, VIN etching supplies and other items used by Auto Crimes Task Force Agents in the course of their assigned duties.

Training: Includes estimated registration fees for training including Texas Association of Vehicle Theft Investigators (TAVTI) conference at \$200/person for 5 people; International Association of Auto Theft Investigators (IAATI) conference at \$275/person for 2 attendees; and \$450 for attendance for one person for new detective/investigative training.

Towing: Auto Crimes Task Force utilizes our car hauler for most recoveries, however, some circumstances necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed \$500 in towing fees.

Utilities/Building Maintenance/Alarm: Auto Crimes Task Force is housed in a building owned by the National Weather Service. The prior Auto Crimes Task Force facility posed a health hazard due to black mold and unsound structures. The County negotiated a long-term agreement which allows us to use the building with maintenance and utility costs kept by the County for as long as the task force is in existence. There is no rent, however the County does provide utility services (electrical, water, sewer, garbage disposal, etc) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County. Current average cost of all utilities is estimated at \$2000/month, however quarterly expenditure reports will document actual utility bill amounts.

Vehicle Make Ready: Program Income Cash Match for graphics and equipment for new crime prevention trailer

Service Contracts: Includes Software Licensing and Maintenance costs of \$7,800 to renew annual contract with Vigilant Solutions for Law Enforcement Archival and Reporting Network (LEARN) and National Vehicle Location System (NVLS) access to LPR data (including private data); and Hardware Maintenance Contract annual renewal with Vigilant Solutions for \$2,500 to provide upgrades to the existing License Plate Reader camera system.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program.

Cash Match

Source of Cash Match

Total Cash Match

\$220,047.00

Source of Cash Match		
Galveston County	Grantee	\$129,247.00
City of Galveston	Subgrantee	\$33,793.00
City of La Marque	Subgrantee	\$25,491.00
City of Hitchcock	Subgrantee	\$15,516.00
Program Income	Program Income	\$16,000.00
Total Cash Match		\$220,047.00

Source of In-Kind Match		
In-Kind Match		
City of Galveston	Subgrantee	\$1,200.00
City of La Marque	Subgrantee	\$1,200.00
City of Hitchcock	Subgrantee	\$1,200.00
Total In-Kind Match		\$3,600.00

Statistics to Support Grant Problem Statement			
Use UCR data	2014	2015	2016
Larceny from a motor vehicle	1554	1596	1922
Larceny from a motor vehicle - Parts	220	227	169
Jurisdictions included in totals	Statistics for Area of Jurisdiction		
Theft of a motor vehicle	604	572	647
Recoveries of Motor Vehicles	294	302	349
Jurisdictions included in totals	Statistics for Area of Jurisdiction		
Provide any additional information or limitations about the data provide above			
Data collected from Galveston County and local agencies CY16-UCR reports for 2014 and 2015.			

Application Narrative

Grant Introduction (Executive Summary)

1.1 Briefly describe the organization and program operation. Provide a high level summary to the intent of the application and how it will affect the local community. (500 words or less)

Galveston County is the grantee and is governed by county commissioners' court. The court appointed Galveston County Sheriff to oversee this project. Galveston County Auto Crimes Task Force command structure has a Director (appointed by Sheriff), Commander, and Assist Commander. The task force follows the command structure of the Sheriff's Office.

Galveston County Auto Crimes Task Force is a multi-agency and multi-jurisdictional task force which coordinates responses both pro-actively and re-actively to multifaceted motor vehicle crimes throughout the region. Motor vehicle crimes are often tied to organized crime and patterns of crime that require the task force to proactively communicate across jurisdictional boundaries. Economic enterprises and individuals are sustaining illegal behavior, including theft by fraud, causing harmful losses to Texas communities.

Crime mapping and analytical research is an integral part of fighting the varied array of criminal enterprises across multiple jurisdictions. We develop strategies and utilize crime statistics to assign personnel to operations to pro-actively combat thefts and burglaries of

motor vehicles/parts. We utilize available resources (license plate reader, bait vehicles, and covert/undercover equipment) to target and reduce the rate of burglaries of motor vehicles/parts and thefts of motor vehicles. Investigators also work re-actively, investigating assigned follow up cases from participating agencies to help identify prolific offenders and potential suspects and/or actors. We further conduct vehicle inspections for port operations and DMV 68-A forms. This can help lower insurance rates; reduce the crime rate and economic impact in local communities, which overall helps reduce violent crime.

Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to assist officers from any requesting Local, County, State, and Federal Agencies.

This application requests funding to maintain Task Force operations that have been in service since 1993 and has funding matched by county and local agencies. These Investigators are highly trained in the specialized field of auto theft, but also tend to work some marine theft, boat trailers, and heavy equipment. Continued funding focuses on maintaining salaries and operational activities of the task force.

If the Task Force is not funded, burglary of motor vehicles/parts, theft of motor vehicles, boat theft, boat trailer theft, and heavy equipment crimes will increase drastically. This will increase insurance rates to consumers and the crime rate will increase throughout these communities. Funding can maintain the task force and keep the crime rate down or even decrease it by targeting these crimes.

Grant Problem Statement

- 2.1 Provide an assessment of the motor vehicle burglary (including theft of parts) problem in the coverage area of this application.

In 2007 GCACTF was tasked with burglaries of motor vehicles and thefts of parts. We provide full service to Galveston County (population 333,684 per UCR reports 2015). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Two areas in the county have seen dramatic increases in burglaries of motor vehicles which we intend to address. The north end of Galveston County and eastern Brazoria County is ever-growing in population and retail businesses creating a target rich environment; and the tourist industry in the southern part of Galveston County has seen record increases since the decline of the economy. Both of these areas have seen increases in the incidences of violence associated with motor vehicle crimes.

Galveston County suffered losses of over two million dollars last year due to motor vehicle burglaries and thefts. Victims also suffer an array of losses well beyond economic, such as lost time, lost business, and lost wages and overall diminishment of community well-being. In CY 2016, there were 2091 burglaries of motor vehicles/stolen parts with a value loss of \$2,291,736 and an average loss \$1,096.

Since 2013 there has been an almost 1.92% reduction in vehicle burglaries in Galveston County. These reductions are attributed to increased public awareness, pro-active LPR patrols, surveillance, and bait vehicle operations. Joining forces with Texas Department of Motor Vehicles Regional investigators and other state and local law enforcement agencies has helped significantly. Providing local law enforcement training has also assisted in the decline of vehicle part thefts and burglaries. Despite the reduction, Galveston County has experienced an increase in incidences of violence associated with motor vehicle crimes.

Much of this is due to increased gang activity throughout the region. There are multiple trends occurring which involve motor burglaries/parts including victim assisted crime; organized crime; firearms being stolen; drug related; and tire and rim thefts from dealerships.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application

Since 1993 GCACTF has provided full service targeting vehicle thefts in Galveston County (population 333,684 per UCR reports 2015). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Galveston, Southern Harris, Brazoria, and Matagorda Counties have reported increases in motor vehicle thefts. There are multiple trends occurring which involve motor vehicle thefts including victim assisted crime; organized crime; drug related; trafficking in humans and narcotics; theft of rental cars through fraud; chop shops; internet scams; and dealership burglaries and theft of vehicles. In CY 2016 there were 647 vehicle thefts totaling \$7,145,468, with an average loss of \$11,044 bringing the total loss due to motor vehicle theft and burglary in Galveston County to \$9,437,204.

The City of Galveston has been experiencing a significant increase in motor vehicle thefts, particularly in the summer months. This can almost surely be attributed to the increase in visitors due to the beaches and tourism industry combined with schools being on summer break.

2016 saw a 4.4% increase in auto theft from 2013. Galveston County reported approximately 620 incidents of motor vehicle thefts to police with an average of 1.69 vehicles a day in 2013. Since that time, despite all the efforts of interested parties, the theft rate has slightly increased to the point that in 2016 police reported approximately 647 motor vehicle thefts, an average of about 1.77 stolen vehicles per day.

Automobile theft is much more than an insurance problem; it's an expensive social menace that every year costs Texans close to \$1 billion: \$600 million for insurers to fix or replace stolen cars, \$250 million in police, health care and court system costs, and many more millions of dollars in correctional services expenses.

The auto theft issue defies all boundaries: jurisdictional, political, geographical or administrative. Because of the changing trends and complexity of the issue, the auto theft fight requires the cooperation and involvement of many stakeholders. As the vehicle theft landscape continues to evolve, so must the search for innovative solutions to combat the activities of determined vehicle thieves.

2.3 Describe the geographical target area intended for this application. Include information about the taskforce governing and command structure. Include a description of the coverage area(s) and the nature of support and agreements supporting this application.

Galveston County is the grantee and is governed by county commissioners' court. The court has appointed the Sheriff to oversee the project. Galveston County Auto Crimes Task Force command structure includes a Director (appointed by Sheriff), Commander, and Assist Commander.

The task force is supported by the participating agencies with interlocal agreements from the

cities of Galveston, La Marque, and Hitchcock. The Sheriff has open ended cooperative working agreements with agencies in Galveston County and the surrounding agencies which we fall under. However, we will pursue letters of support from agencies in our coverage area.

Galveston County's tourism industry has grown dramatically in recent years. We have over 70 miles of beachfront plus close proximity to the nation's third largest city, Houston, contributing to the complexity of our theft problems. Galveston's tourism industry continues to thrive. Growth has been clearly seen throughout the entire county with a number of new hotels. The already large cruise industry is growing with the addition of more ships, larger ships and a third terminal. Galveston has become one of the largest cruise terminals in the world.

Contributing to the growth are events such as Mardi Gras, Spring Break and the Lone Star Bike Rally. Galveston hosts one of the largest Mardi Gras events in the nation. Galveston is rated as the #2 spot in Texas for Spring Break. This past year the Lone Star Bike Rally became the second largest rally in the nation surpassing Daytona and being only second to Sturgis. This event has had an affect countywide with large venues in the La Marque and Hitchcock areas. Growth surrounding the Tanger Outlet mall in Texas City includes the recent start of construction on Adventure Pointe, a 25 acre theme park. League City has seen explosive growth in business and entertainment. All of these areas are increasing as target rich environments for thefts, BMV's and car-jackings.

The Ports of Galveston and Freeport are also in the service area of our program. Both ports have seen extensive growth in the movement of vehicles and equipment inbound and outbound. It is not uncommon for our port inspections to result in the check of hundreds of vehicles in a single day.

- 2.4 Will the program described in the application cover the community(ies) at large or will all or any part of this program be directed to serve a specific target population? **If No or Both, please describe the problem supporting the need for a special target population.**

We do not target specific populations, however through analysis and intelligence gathering, GCACTF may evaluate an area with a specific need or emerging trend which requires a temporary targeted focus to combat auto theft and burglaries. Any agency or portion of our coverage area could be focused on at any given point.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

ABTPA programs must completely describe the functions they will perform in implementing the program. If Awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the Proposed Program Related to Burglary of a Motor Vehicle

Through increased communication with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime

prevention displays, we hope to see continued reductions in the numbers of motor burglaries. The proposed TCOLE training of officers to increase awareness of burglary interdiction should have a positive impact on the changing trends as well.

Functions Of Proposed Project

Operations and services are provided to all law enforcement agencies and citizens of Galveston County, and to areas outside of Galveston County on a request basis.

Since 2007, GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle burglary/parts. Investigators are specially trained in vehicle identification and investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional burglary investigation methods. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and have incorporated crime analysis and crime mapping to streamline operations and resources effectively.

Galveston County Auto Crimes uses various combinations of the following eight methods to combat burglary of motor vehicles and parts:

- 1) Investigation: Officers funded under ABTPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle burglary/parts investigative skills. The officers and examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.*
- 2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of burglaries of motor vehicles/parts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with burglaries of motor vehicles.*
- 3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles and parts of vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles/parts and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by ABTPA allows task force officers the means to identify most manufactured vehicles and trailers and their parts.*
- 4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle burglary/parts with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation.*

The ABTPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle burglary/parts.

5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When vehicle parts are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicle parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.

6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles and parts to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen and/or parted out for international transport through ports. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft/parts.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who burglarize and steal motor vehicles/parts. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of thefts/burglaries and meet the statutory measures to increase recoveries of stolen vehicles/parts; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle burglary/parts and theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle burglary/parts and theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle burglary/parts and theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding auto burglaries, including stripped vehicles/parts, salvage switch parts, and insurance fraud cases.

Provide direct and indirect investigative assistance to all law enforcement agencies regarding burglaries of vehicles/parts.

Provide assistance regarding patterns of criminal activity relating to burglaries of motor vehicle/parts.

Provide investigative assistance in any criminal activity committed in conjunction with burglaries of motor vehicles/parts to include gang activity, narcotics trafficking, etc.

Provide assistance to citizens and law enforcement agencies concerning complaints regarding burglaries of motor vehicles (this may include implementing operations, conducting surveillance and/or using bait to combat the activity)

Conduct inspections of vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in the investigation of citizen complaints involving Vehicle Storage Facilities in coverage area.

Assist requesting law enforcement agencies in coverage area regarding the execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding burglaries of motor vehicles.

Provide analytical assistance to all requesting law enforcement agencies pertaining to burglaries of motor vehicles.

Provide instructors and/or speakers to area civic organizations, school districts, Citizen Police Academies, In-service training, and Basic Police Academies, and law enforcement agencies in the areas of crime prevention and probable cause development regarding burglaries of motor vehicles.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to burglaries of motor vehicles.

Assist in processing of recovered stolen evidence/parts related to burglaries of motor vehicles and/or provide assistance/training to requesting agencies regarding the processing of recovered evidence/parts.

Provide On-Call Agent 24 hours a day/7 days a week to assist law enforcement agencies in coverage area regarding burglaries of motor vehicles.

3.2 Functions of the Proposed Program Related to Theft of a Motor Vehicle

Changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives, combined with crime analysis and mapping to reinforce operations targeting vehicles left with keys in them. Partnerships and presentations to apartments and neighborhood watch associations; homeowners associations; local businesses; and citizens police and sheriff's academy associations are made to educate and assist in crime prevention. Galveston County Auto Crimes Task Force will increase communication and training of crime prevention to law enforcement personnel. We will continue the increased visibility through static display of stripped vehicle displays.

Functions Of Proposed Project

Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft. Currently ACTF agents are specially trained in vehicle inspections/investigations, cell phone examinations and standard and

electronic surveillance measures, in addition to traditional auto theft investigative methods. Operations and services are provided to all law enforcement agencies and the citizens of Galveston County as well as the counties serviced on a request basis. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and has incorporated Crime analysis and crime mapping to streamline operations and resources effectively. Members of our task force remain vigilant in the fight against motor vehicle theft.

The task force uses various combinations of the following eight methods to combat motor vehicle theft:

1) Investigation: Officers funded under ABTPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle theft investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.

2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of vehicle thefts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with motor vehicle thefts and associated gateway crimes. She regularly assists other ABTPA task forces and DPS auto theft investigators with secondary VIN locations, VIN decoding, rebuilding VINs and cross-referencing vehicles and components for positive identification of altered, burned, stolen and partially identified vehicles for investigations and 68A inspections.

3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by ABTPA allows task force officers the means to identify most manufactured vehicles and trailers as well as ATVs, boats, and heavy equipment.

4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle theft cases with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The ABTPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle theft.

5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When stolen vehicles are identified the task force works with local businesses to identify and interrupt the

criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicles and parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.

6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who and steal motor vehicles. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of motor vehicle thefts and meet the statutory measures to increase recoveries of stolen vehicles; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding commercial auto theft in coverage area to include stripping operations, salvage switch operations, and insurance fraud cases.

Provide direct and indirect investigative assistance to requesting law enforcement agencies regarding carjacking and vehicle arson incidents.

Provide assistance regarding patterns of criminal activity relating to vehicle crimes including unauthorized use of a motor vehicle, theft of motor vehicles including trailers, ATVs, 4 wheelers, boats/personal watercraft, and heavy equipment.

Provide investigative assistance in any criminal activity involving the use of stolen vehicles to include gang activity, narcotics trafficking, smuggling of persons and/or property, etc.

Assist citizens and law enforcement agencies concerning complaints regarding new and

used car dealers in coverage area

Inspect vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in investigation of citizen complaints involving vehicle related business

Inspect in-bound and out-bound vehicles and heavy equipment at Port of Galveston in cooperation with the US Customs Service. Inspections will include Cargo Containers and RORO ships being used to export vehicles through the Port of Galveston. Assistance will also be given with inspections at the Port of Houston and Port of Freeport.

Assist law enforcement agencies in coverage area regarding execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding vehicle crimes and other violations involving persons with a history of engaging in vehicle crimes.

Provide analytical assistance to all requesting law enforcement agencies pertaining to vehicle crimes, organized criminal activity, and crimes involving serious bodily injury/death or the potential for serious bodily injury/death to any person [i.e. sexual assaults, kidnapping, murder, and serial offenses]

Provide instructors and/or speakers to area civic organizations, school districts, and law enforcement agencies in the areas of crime prevention, probable cause development regarding vehicle crimes, citizen police academies, in-service training, and basic police academies.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to vehicle crimes.

Assist in processing of recovered stolen vehicles for evidence recovery where the recovering agency does not have sufficient personnel or additional circumstances exist limiting available personnel. ACTF will provide training to requesting agencies regarding the processing of recovered vehicles.

Provide on-call agent 24 hours a day / 7 days a week to assist requesting law enforcement agencies with investigating auto theft and/or surveillance of located vehicles, interviewing and processing of persons arrested in motor vehicle crimes, Lo-Jack tracking of stolen vehicles, etc.

3.3 Functions of the Proposed Program Related to Motor Vehicle Burglary and Theft Prevention

According to a National Insurance Crime Bureau (NICB) October 2016 report, Texas had the second most vehicle thefts with keys in the nation, which is often referred to as "victim assisted" theft. To reduce simple mistakes like this, the task force will spend a great deal of time and effort conducting prevention and public awareness programs. We communicate with citizen and neighborhood groups and home owners associations, make appearances and presentations with our LPR, stripped vehicle display or crime prevention trailer at stock shows, county fairs, civic organizations, racing events, and other public events; and provide public service announcements all in an effort to harden citizen targets against motor vehicle crimes through increased education and awareness. The task force provides brochures, give-aways and other printed material with ABTPA logos and Galveston County Auto Crimes Task Force identifiers for reference.

ABTPA Task Forces are required to collaborate across judicial boundaries and to develop regional strategies to implement funded activities. Describe how the applicant staff and jurisdiction will coordinate with other agencies and jurisdictions in the implementation of this program.

3.4 Collaboration Effort

Galveston County Auto Crimes Task Force investigators are assigned liaison areas throughout Galveston County and into surrounding and adjacent territories. Each area has several cities in the assignment. We conduct daily briefings to evaluate the current trends of motor vehicle burglary/parts and motor vehicle theft cases.

Much of our intelligence information is gathered and shared through the Bay Area Investigators group email. This group has over 620 participants including detectives and crime analysts from virtually each agency in our coverage area, and further covering the entire southeast region of Texas. ACTF and other ABTPA task forces and auto theft units in our region utilize this media to communicate activities in adjacent coverage areas, share intelligence, overlapping investigations, 68-A's for all adjacent counties and any requests for assistance. This collaboration method is invaluable in the fight against motor vehicle burglary/parts and motor vehicle theft.

We further have weekly briefings with our in-house Texas Department of Motor Vehicle Investigator as well as with our assigned NICB Agent who works from our office one day per week. They notify us of activities and trends they see/work in surrounding areas which may cross into our coverage areas. They coordinate meetings, conference calls, and other communications with all affected jurisdictions in order to keep us all notified and corroborating efforts. Additionally, we participate in monthly meetings with Homeland Security (HAMOC) in LaPorte, Texas in reference to port activities involving motor vehicle, heavy equipment, imports and exports.

We will continue to follow up with reporting agencies and recovery agencies when working investigations where vehicle theft/burglaries were reported and/or recovered by another agency. These collaborations are vital to successfully investigate and prosecute.

Our analyst receives requests and provides assistance to other auto theft task forces, investigators, patrol officers, commercial vehicle enforcement officers, US marshals, federal agents, DPS troopers and other local, state, and federal agencies on a daily basis.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the ABTPA predetermined activities. The ABTPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
	Mandatory Motor Vehicle Theft Measures Required for all Grantees.		
1.1.17			

ID	Activity	Measure	Target
	Increase the recovery rate of stolen motor vehicles	Report the number of motor vehicle theft cases cleared above the previous year total	<i>Mandatory. Reporting for Task Force Only</i>
1.1.18	Increase the clearance rate of motor vehicle thefts	Report the number of motor vehicle theft cases cleared above the previous year total	<i>Mandatory. Reporting for Task Force Only</i>
1.1.19	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft above the previous year total	<i>Mandatory. Reporting for Task Force Only</i>

Mandatory Burglary of a Motor Vehicle Measures Required for all Grantees

2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of burglary cases cleared above the previous year total	<i>Mandatory. Reporting for Task Force Only</i>
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary above the previous year total	<i>Mandatory. Reporting for Task Force Only</i>

Measures for Grantees. Add Target values for those that you will measure.

1	Goal 1: Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of groups identified	6
1.1.2	Identify and document/record prolific motor vehicle theft offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	20
1.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Number of times collaborated	48
1.1.4	Conduct salvage yard inspections	Number of salvage yard inspections	0
1.1.5	Conduct repair shop/recycling center/used car dealership inspections	Number of businesses inspected	35
1.1.6	Conduct bait vehicle operations that target motor vehicle theft offenders	Number of bait vehicle deployments	15
1.1.7	Deploy license plate readers (LPR)	Number of times LPR deployed	60
1.1.8	Respond to license plate reader (LPR) alert notifications	Number of times responded to LPR alert notification	20
1.1.9	Conduct covert operations targeting motor vehicle theft offenders	Number of covert operations	12

ID	Activity	Measure	Target
1.1.10	Conduct Bridge/Port Operations	Number of operations	4
1.1.11	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of operations	2
1.2 Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft			
1.2.1	Provide Agency Assists	Number of agency assists	250
1.2.2	Collaborate with law enforcement units responsible for gateway crimes involved with motor vehicle theft investigations	Number of times collaborated	50
1.2.3	Collaborate with agencies and organizations that assist in the reduction of motor vehicle thefts	Number of times collaborated	50
1.2.4	Collaborate on investigations regarding stolen parts and other property	Number of cases investigated	12
1.2.5.1	Conduct intelligence information-sharing	Number of intelligence meetings attended	12
1.2.5.2	Conduct intelligence information-sharing	Crime analysis bulletins disseminated	4
1.3 Strategy 3: Prevent and Reduce the Incidence of Motor Vehicle Related Fraud Activities			
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud	Number of collaborations	10
1.3.2	Conduct insurance fraud investigations	Number of insurance fraud cases	4
1.3.3	Conduct 68(A) inspections and VIN verification inspections	Number of inspections	150
1.3.4	Conduct vehicle title fraud investigations	Number of vehicle title fraud cases	10
1.3.5	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations	12
2 Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies			
2.1 Strategy 1: Prevent and Reduce the Incidence of Motor Vehicle Related Fraud Activities			
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	12
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	6

ID	Activity	Measure	Target
2.1.3	Conduct Bridge/Port operations	Number of bridge surveillance operations	0
2.1.4	Conduct salvage yard/repair shop/metal recyclers and resale location inspections	Number of business inspections	12
2.1.5	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of "round up" operations	2
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists	Number of agency assists	30
2.2.2	Collaborate on investigations with law enforcement units responsible for gateway crimes involving theft from a motor vehicle	Number of times collaborated	6
2.2.3	Collaborate with agencies/organizations that assist in the reduction of thefts from a motor vehicle	Number of times collaborated	12
2.2.4	Investigate cases regarding stolen parts and other property	Number of cases investigated	10
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	6
3.1.2.1	Conduct educational presentations to citizens	Number of presentations	4
3.1.2.2	Conduct educational presentations to citizens	Number of participants	100
3.1.3	Operate trade show exhibits/booths at community events	Number of events	2
3.1.4	Conduct vehicle identification number (VIN) etchings	Number of etching events	4
3.1.5	Operate vehicle displays	Number of display events	24
3.1.6	Purchase advertisements in local outlets	Number of advertisements purchased	0
3.1.7	Write articles for local publications (e.g., neighborhood association newsletters)	Number of articles	4
3.1.8	Conduct vehicle report card initiatives.	Number report cards issued	0
3.1.9	Utilize social media outlets	Number of postings in social media outlets	10
3.1.10	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several	0

ID	Activity	Measure	Target
		months, count as 1 deployment per month)	
3.2 Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property			
3.2.1.1	Conduct law enforcement training (TCOLE)	Number of classes	2
3.2.1.2	Conduct law enforcement training (TCOLE)	Number of participants	50
3.2.2.1	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes	2
3.2.2.2	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of participants	50

Grant Evaluation

- 4.1 Describe the method and practice of evaluating the program activities. Including management and staff participation and systems (forms and software) used to ensure reliable and accurate data is collected and reported.

Investigators will be required to submit daily activity reports and monthly summaries which will be used to evaluate our goals, strategies, and activities. These results will be instrumental, along with crime analysis to implement and target operations effectively toward an overall goal of reducing auto theft and auto burglaries/parts. The mandated statutory requirements are documented in this process to evaluate burglary of motor vehicles/parts and theft of motor vehicles.

An overall monthly report will be compiled and sent to the Sheriff to be available to the commissioners' court. and reported to This will be provided to ABTPA on a quarterly basis.

We maintain an in-house electronic long term calendar which we tentatively schedule operations, crime prevention activities, training events, and special projects outlined in our grant activities. We compile numbers of auto thefts and auto burglaries/parts monthly from each agency in our direct project area. These numbers are added to an excel spreadsheet that documents the historical rise and fall of auto theft trends since 1991 and burglary trends since 2007. We will continue to use this method to instantly evaluate whether we are meeting our goals to reduce auto theft and burglary, and also to note rising trends in specific areas.

We will use our goals, strategies and activities for monthly progress reports to evaluate if we are reaching our projected target activities. This will allow monthly assessment as to whether our activities are effective in our goal so that we can re-evaluate how we target the auto theft and burglary problems in our area. The GCACTF will continue to document vehicle theft and burglary statistics to allow for easy and quick identification of statistical trends and comparisons to previous time periods and/or locations.

Current Documents in folder

[Grant Review and Negotiation Document.docx](#) (7/26/2017 4:27:49 PM)
[Letter of Support.pdf](#) (5/11/2017 3:47:32 PM)
[Resolution.pdf](#) (5/10/2017 4:36:26 PM)
[Supporting Documentation.pdf](#) (5/15/2017 10:51:05 AM)

Certifications

The certifying official is the authorized official, Mark Henry, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017

Agenda item: 11a

Prepared by: Robin Eldridge

Reviewed by: Carol Buttler

Department: Mayor and City Council

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

X

ATTACHMENTS FOR REFERENCE

1. Current positions vacant
2. Current applications on file
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
- Highlighted names and terms have expired or will be expiring at the end of this year

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 throughout the year, as vacancies occur.

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other-appointments/or reappointment to Boards & Commissions | |

Cost Details:

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



CITY COUNCIL AGENDA FORM

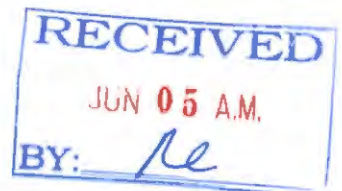


Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

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.

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**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 DUDOUX ROAD

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

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

Profession: NON PROFIT MANAGEMENT

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

Other Information (Civic Activities):

CLEAN CITY COMMISSION

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

Signature: Joe A. Compian

Date: 12/1/16

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

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

2017

APR 05 AM

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

Please type or print information

Board Preference 1: Economic Development

Board Preference 2: Clean City

Name: Jennifer Faircloth Earl

Home Address: 1412 Bonham

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

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

Profession: Production Manager at Minotemon Press-Bay Area

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

Other Information (Civic Activities):

N/A

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

Signature: Jennifer Faircloth Earl

Date: 4-3-17

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

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

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):

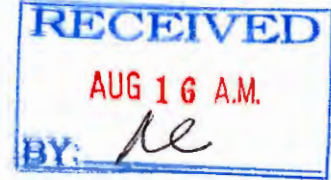
I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

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**

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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

<i>BUILDING STANDARDS COMMISSION ORD. #449</i>		Appointed	Expires	Appoints
Deanie Barrett	2603 Cedar	15	19	C
Abby Cash	217 Sarlee	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.

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.

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

ECONOMIC DEVELOPMENT CORPORATION

ECONOMIC DEVELOPMENT CORPORATION – Appointed Expires Appoints					
695 APPOINTED BY CITY COUNCIL					
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	17	19	M
4. Bo Hunter	2613 Lake Park Drive	16	18	A
5. Louis McGaffey	2314 Downey	17	19	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 VACANT		17	19	D
ALTERNATES				
#1 Augustino Molis	741 Spoonbill	16	18	A
#2. VACANT		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.



CITY COUNCIL AGENDA FORM

Meeting Date: October 9, 2017
Prepared by: Robin Eldridge
Department: Administration

Agenda item: 11b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2017-0026** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2018.

- ☒ **ATTACHED FOR REFERENCE**
1. Resolution
 2. Letter from H-GAC

STAFF BRIEFING:

- H-GAC's bylaws provide that each member Home Rule City with a population under 25,000, as of the last (2010) Federal Census, is entitled to designate one Representative and one Alternate to the H-GAC General Assembly, which will meet in early 2018.

HISTORY:

- The current designees are: Mayor Bobby Hocking as the Representative and Councilmember Robert Michetich as the Alternate

TARGET IMPLEMENTATION: October 9, 2017

SIGNIFICANT ACTION DATES:

November 2, 2017 – Dinner and meeting of Home Rule City Representatives is to be held on November 2, 2017.

October 20, 2017 – Due date for our City's designation to be submitted to H-GAC

ACTION:

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

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

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

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2017-0026**, designating _____ as Representative and _____ as Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2018.



CITY COUNCIL AGENDA FORM

Fiscal Impact: N/A

RESOLUTION NO. R-2017-0026

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2018 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of La Marque, Texas that
_____ be, and is hereby designated as its Representative to the
GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2018.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the
hereinabove named representative become ineligible, or should he/she resign, is
_____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the
designation of the hereinabove named representative and alternate.

PASSED, APPROVED AND ADOPTED, by City Council of the City of La Marque on this the
_____ day of _____, 2016.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

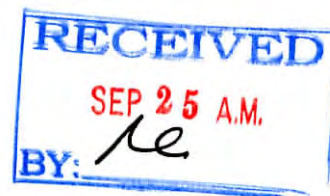
APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



September 20, 2017

Hon. Bobby Hocking
Mayor
City of La Marque
1111 Bayou Rd
La Marque, TX 77568



Dear Mayor Hocking:

I am writing regarding the appointment of your city's representative to H-GAC's 2018 General Assembly.

H-GAC's Bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2018.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body. Please return the completed form by fax to 713-993-2414 or email cynthia.jones@h-gac.com.

A dinner meeting of Home Rule city representatives is scheduled for the evening of November 2. At that meeting, your 2017 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2018.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 20. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,

Jack Steele

JS/cj

Enclosure
cc: City Secretary



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

**To act in the best interest of the City
To consistently demonstrate respect to Staff
To invest our resources effectively for our future
To handle our disagreements/conflicts in a
Respectful manner that keeps our Image
Positive with the public and each other**

TO: Honorable Mayor Hocking and City Councilmembers
FROM: October 2, 2017
SUBJECT: City Manager Report – **September 2017 Activity**

a. Development Services

- **30 Day Phone Call Count: 618, average 21 daily**
30 Day Walk-in Count: 191, average 6 daily

Six PDM's (Pre-Development Meetings) held in September.

Subdivisions Update:

The Landing at Delany Cove Section 7, 57 Lots - Plats have been signed; upon acceptance of infrastructure, plats will be recorded.

The Landing at Delany Cove Section 8, 47 Lots - Plats have been signed; upon acceptance of infrastructure, plats will be recorded.

The Landing at Delany Cove Sections 9, 39 Lots - Preliminary Plats have been submitted for P&Z consideration for October's meeting.

The Landing at Delany Cove Sections 10, 45 Lots - Preliminary Plats have been submitted for P&Z consideration for October's meeting.

The Landing at Delany Cove Sections 11, 43 Lots - Preliminary Plats have been submitted for P&Z consideration for October's meeting.

The Landing at Delany Cove Sections 12, 41 Lots Preliminary Plats have been submitted for P&Z consideration for October's meeting.

The Landing at Delany Cove Sections 13, 44 Lots Preliminary Plats have been submitted for P&Z consideration for October's meeting.

Park Meadows Section 1, 94 Lots Preliminary Plat have been submitted for P&Z consideration for October's meeting.

Salt Grass Subdivision - Meeting with Mr. Bill Frey, to make sure the General Plan will still be honored by the City. The finding was it will be honored. Mr. Frey emailed to say we can meet with Academy Development, the owner of Salt Grass Section 2.

Construction Activity:

A&A Machine Shop – Per Travis James of H2B, TXDOT has approved the drainage plan and is working on generating the drainage permit.

Best Western – As of the date of this report, Mr. Jayne has not contracted with a GC.

Big Spot RV (FM2004) – DD #2 approved the drainage concrete slope poured. We have not received the fencing details. Plans/permitting to be submitted by Tracie with Services in Motion.

Carwash at 1725 Main – Mr. Wells has closed on the carwash property and has obtained a commercial remodel permit.

Fire Station – Foundation passed inspection, in building construction phase.

Highland Bayou RV Park – Project permitted and awaiting start of construction.

Panda Express – Received the CO September 1, 2017.

Texas New Mexico Power Co. – We need: 1) Fence design & spec sheet; 2) building construction plans, if any. Staff has requested building permit applications, fencing permit applications and associated plans on several occasions.

Valero One Stop Shop - 3219 Texas Ave. – **Clarification:** Lucky Lakhani (owner) submitted construction and site plans. He will be laying RCP with asphalt over the drainage ditch to accommodate more parking spaces.

b. Judicial

- See report attached.

c. Police

- **Staffing Levels**

The La Marque Police Department has five (5) full-time vacancies in the Telecommunications Section. We currently have two (2) full time Telecommunicators, and one currently in training. We have eight (8) part-time TCOs. Police officers and the Chief's Administrative Assistant are also assisting with staffing in the Telecommunications Section when needed.

The police department's staffing level for sworn police personnel has four (4) vacant positions. We currently have three (3) probationary police officers in training. A Civil Service entrance examination was administered on September 19th. An eligibility list of twelve (12) candidates has been established and we are in the process of vetting those applicants.

- **Training**

The following individuals attended training during the month of September of 2017:

- Detective B. Smith attended **Gangs and Drugs**
- Officer D. Cantu attended **Basic Patrol Rifle**
- Officer K. Hernandez attended **Drug Investigations for Street Officers**

- **Operations**

In the month of September, the La Marque Police Department generated 2,019 calls for service. Of those calls for service, 1,223 (approximately 61%) were "self-initiated." Citizen calls to the police department accounted for 796 of the total (approximately 39%) calls for service. There was an average response time of 6 and a half minutes (6:31) and an average time spent on calls of about 24 minutes (23:56).

- **Overtime Utilization**

Hurricane Harvey's landfall and subsequent effect on the area required emergency staffing and overtime for all Police Department Tier 1 employees.

The Police Department has three (3) Peace Officers in training and four vacancies. We have six (6) full-time functional Telecommunicator vacancies.

SRT Directed Patrol Operations, court appearances and late calls also contribute to overtime expenditures.

d. Fire

- **Personnel:**

The LMFD has two (2) vacancies. All existing personnel with exception of one (1) new employee are fully certified by the Texas Commission on Fire Protection as structural Fire Fighters and State Department of Health Services as Emergency Medical Technicians.

- **Operations:**

All apparatus are currently operational with the exception of Engine 2 which has been declared a “total loss” by TML following an accident on IH 45 which resulted in a fatality when a motorcycle struck the apparatus during an emergency response. A claim was file with the Driver’s insurance carrier who has accepted liability; however, liability coverage was limited to \$25,000.00. TML is subrogating the claim and attendant loss. Final disposition of the Apparatus remains uncertain at this time. Existing LMFD Fire Apparatus and Reserve Medic Units continue to experience an exceptionally high rate of mechanical failures and unscheduled maintenance and/or repairs due in large measure to aging of our fleet.

- **Training:**

One Fire Fighters is enrolled in an Advanced / Paramedic Emergency Medical Technician curriculum at Alvin Community College. Completion is anticipated at the conclusion of the fall semester in 2017 with National Registry examinations to follow. Three (3) Fire Fighters have finishes EMT-Advanced training / certification at Galveston College which began on January 15, 2017, in conformance with their Conditions of Employment Contract. They are now in the process of taking the National Registry examination for licensure. EMT-Paramedic training / certification will follow in the fall semester.

- **Insurance Services Office (ISO) Classification Status and Historical Overview**

ISO conducted a follow-up “classification rate survey” of our community assets and capabilities including the fire department, water department, and communications center on February 14, 2017, pursuant to the recently published ISO Standards which have been adopted nationwide. Texas continues to use a slightly modified version with the addition of the “Texas Addendum”. ***La Marque received notice from ISO on March 14, 2017, of their intention to escalate our Classification from the existing Class 3 to a Class 4 within ninety (90) days following receipt of their letter unless an optional “Improvement Plan” is developed and submitted for review and consideration. The optional “Improvement Plan” was developed and submitted before the deadline in an effort to forestall implementation of the proposed escalated insurance rating classification until construction of the new fire station can be completed and, subsequently equipped and adequately staffed for operation and service delivery. ISO provided notification to the City of La Marque of their approval of our proposed Improvement Plan leading to a stipulated suspension of their intent to escalate our ISO classification from the existing Class 3 to a Class 4 or potentially Class 5 and cause publication of same.***

The City of La Marque was notified in early 2014 by ISO of an impending change to our community’s “Public Fire Protection Classification” **following an extensive inspection of our city in late 2013**. ISO proposed to increase our ISO rating from the existing Class 3 which we have enjoyed since 2005 to a Class 5. I requested and received approval from ISO to hold the classification increase in abeyance until we could develop and submit a comprehensive

“Improvement Plan” for consideration. ISO subsequently approved our Improvement Plan which provided for implementation over a two (2) year period ending in March 2016. A detailed status report of our improvements was submitted to ISO in April 2016 delineating the numerous modifications and/or improvements completed and/or pending completion during the two (2) year grace period. I have since been officially informed by ISO that the Texas Department of Insurance at the recommendation of ISO formally adopted the latest ISO rating schedule in January which arguably is a significant departure from the rating schedule utilized during our 2013 inspection and, which became the basis of our Improvement Plan. ISO advises that a new inspection of our community is tentatively scheduled for later this year to once again evaluate our resources and establish an ISO Public Protection Classification. A thorough analysis of the new rating schedule is underway to determine the potential impact on our current rating and, the feasibility of additional improvements that may become necessary. It is important to reiterate that our current Class 3 rating remains unchanged at this time. ***Completion of the new Fire Station on the west side of our city and employment of additional Fire Fighters in conjunction with purchasing a new qualifying fire apparatus will enhance our prospects of retaining the Class 3 rating.***

- **Overtime Utilization:**

Overtime is required to maintain acceptable and safe staffing levels depleted by scheduled and/or unscheduled leaves of absence, training, special work assignments, and intermittent vacancies throughout any given budgetary cycle.

FY 2017 YTD: \$107,737.03

September MTD: \$16,059.73

- **Other:**

The notice to proceed with construction of the new Central Fire Station and Fire Administrative Headquarters Facility was issued to Construction LTD on April 17, 2017. Progress was hampered by heavy rain fall in late July and much of August; however much of the paving has been completed along with the foundation and slab for Fire Administration Headquarters and Central Fire Station. The Pre-Engineered Steel Buildings are being erected which will allow the remainder of the construction to proceed in a timely fashion. ***The Estimated time of completion remains March of 2018.***

- **Statistical information:**

Average Response Times: 06:44

Engine Company Responses for Service:

MTD: 141

YTD: 1532

Medic Responses for Service:

MTD: 169

YTD: 2139

Mutual Aid Given and Received:

MTD Given: 8

YTD Given: 126

MTD received: 34

YTD received: 382

Detailed statistical information enclosed

e. Library

- See report attached.

f. Public Services

- **Public Works Administrative Assistant** – For the month of August, compared to last year, there was an increase in calls for Sewer Stops, Billing Department, Trash Pick Up, Code Enforcement, Street Repair, Culverts, Drainage/Mowing, Traffic Lights, Street Outages, Public Services Supervisors, City Hall Administrative Assistant, Human Resource, City Clerk, Inspections, LM Bids, Citizen Walk-Ins, Recycling, and Miscellaneous Calls; compared to last year, there was a decrease in calls for Water Leaks, Low Pressure/No Water, Dress-Ups, Pot Holes, Driveway Repair, Street Signs, Director, Animal Control, Locates, Community Service, and Gas Company.
- **Parks** – For the month of August, compared to last year, there was an increase in hours for the parks.
- **Utility 12** – For the month of August, compared to last year, there was an increase in man hours for Culverts Set, Grate Repair, Weed-Eat/Mowing, Checking of Drains & Ditches, Safety Meetings, Brush/Debris Removal; compared to last year, there was a decrease in man hours for Utility Patch, Pot Holes Filled, Traffic Sign Repair/Install, Repaired Driveways.
- **Streets/Drainage** – Crews have been actively painting crosswalks in preparation of the new school year.
- **Utility 22** – Water & Sewer Maintenance – In addition to routine sewer stops and water line breaks, the crew was active on 2 major line breaks. Both breaks were attributed to a third party, independent contractor, and both times involved a 12” line. To make matters worse, the lack of identifiable and/or working shut-off valves exacerbated the situations. In both cases, the City had to call in a contractor that was capable of making a “hot” tap (the line remained active), to temporarily shut off the water so the crew could repair the break.

Administration is compiling the expenses to both breaks and will pursue the contractors for reimbursement.

- **Utility 24** – At the Wastewater Treatment Plant, the new “normal” operation includes the recently-completed retrofit of fine bubble aerator’s. Training (including establishing maintenance schedules) has been performed and inserted into daily routines.

The Water-side has been active in attempting to maintain pressures and quality city-wide while work is being completed during the above-referenced water breaks. A break to a 12” line has significant impact to the system and requires immediate and constant adjustments to the intake and distribution.

- **Overtime Hours:** Public Services (Parks, Right-of-Way Maintenance & Service Center) – overtime hours for being on-call; carrying the on-call telephone

- **Department 22** – overtime hours for on call maintenance worker and operator who worked sewer stops and water leaks after hours and for being on-call; carrying the on-call telephone
 - **Department 24** – overtime hours for weekend Plant operations duties
- h. Financials**
- See report attached.

JUDICIAL DEPARTMENT



CITY OF LA MARQUE
COURT STATISTICS
AUGUST 2017

Judicial Monthly Report August 2017										
	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Current Fiscal yr to date	Total This Month PY	Prior Fiscal yr to date
Total Cases Pending First of Month	4,733	1	5	2101	1,442	432	8,714	104,864	10,315	113,977
Active Cases	1,297	1	4	263	162	82	1,809	18,341	2,092	28,342
Inactive Cases	3,436	0	1	1,838	1,280	350	6,905	86,068	8,223	70,639
New Cases Filed	393	0	0	87	84	54	618	6,618	561	6,579
Cases Reactivated	84	0	0	42	42	11	179	4,336	180	1,666
All Other Cases Added	0	0	0	0	0	0	0	0	0	0
Total Cases on Docket	1,774	1	4	392	288	147	2,606	29,302	2,833	36,587
Dispositions Prior to Trial:										
Uncontested Dispositions	251	0	0	26	31	7	315	3,688	292	3,757
Dismissed by Prosecution	24	0	0	4	4	26	58	1,624	36	443
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	0	0	0	0	0	0	0	191	11	133
By the Court	0	0	0	0	0	0	0	21	1	9
By the Jury	0	0	0	0	0	0	0	0	0	0
Acquittals:	0	0	0	0	0	0	0			
By the Court	0	0	0	0	0	0	0	6	0	355
By the Jury	0	0	0	0	0	0	0	0	0	3
Dismissed by Prosecution	2	0	0	1	0	0	3	1,330	10	83
Compliance Dismissals:										
After Driver Safety Course	45	0	0	0	0	0	45	415	68	573
After Deferred Disposition	81	0	1	6	6	0	94	807	96	713
After Proof of Financial Responsibility	7	0	0	0	0	0	7	39	3	51
	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Current Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
All Other Transportation Code Dismissals	17	0	0	0	2	0	19	201	8	241



**CITY OF LA MARQUE
COURT STATISTICS
AUGUST 2017**

All Other Dispositions	0	0	0	0	0	0	0	123	6	690
Total Cases Disposed	427	0	1	37	43	33	541	8,430	531	7,038
Cases Placed on Inactive Status	172	0	0	85	73	14	344	2,907	448	2,787
Total Cases Pending End of Month:	4,699	1	4	2,151	1,483	453	8,791	102,597	10,345	113,513
Active Cases	1,175	1	3	270	172	100	1,721	17,965	1,854	24,353
Inactive Cases	3,524	0	1	1,881	1,311	353	7,070	84,632	8,491	86,753
Show Cause Hearings Held	39	0	0	8	4	0	51	471	46	451
Cases Appealed:										
After Trial	0	0	0	0	0	0	0	0	0	382
Without Trial	0	0	0	0	0	0	0	9	0	119



**CITY OF LA MARQUE
COURT STATISTICS
AUGUST 2017**

	This Month Current Yr	Current Fiscal yr to date	This Month Prior Yr	Prior Fiscal yr to date
Juvenile/Minor Activity:				
Transportation Code Cases Filed	6	56	0	15
Non-driving Alcoholic Beverage Code Cases Filed	1	1	2	9
Driving Under Influence of Alcohol Cases Filed	0	0	0	0
Drug Paraphernalia Cases Filed	1	5	0	4
Tobacco Cases Filed	0	1	0	2
Failure to Attend School Cases Filed	0	0	0	0
Education Code Cases Filed (except fail to attend)	0	0	0	0
Curfew Violation Cases Filed	0	6	0	0
All Other Non-traffic Fine-only Cases Filed	3	25	3	28
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	1	54	1	42
Class A and B Misdemeanors	5	39	3	61
Felonies	1	27	1	28
Arrest Warrants Issued:				
Class C Misdemeanors	336	2,776	158	1,178
Capias Pro Fine Issued:				
Class C Misdemeanors	268	1186	77	526
Emergency Protection Orders Issued	0	1	0	7
Stolen Property Hearings Held	0	1	0	2
Cases Satisfied by Community Service:				
Partial Satisfaction	1	5	0	10
Full Satisfaction	20	1298	5	70
Cases Satisfied by Jail Time Credit	39	684	74	836
Fines, Court Costs and Other Amounts Collected:				
	Total this Month	Current Fiscal yr to date	Total This Month Prior Yr	Prior Fiscal yr to date
Kept by City	\$64,146.24	\$759,104.92	\$61,511.73	\$739,656.40
Remitted to State	\$29,767.54	\$317,616.82	\$26,270.47	\$308,005.70
Total	\$93,193.78	\$1,076,721.70	87,782.20	\$1,047,662.10

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CITY OF LA MARQUE
COURT STATISTICS
JULY 2017

Judicial Monthly Report July 2017										
	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Current Fiscal yr to date	Total This Month PY	Prior Fiscal yr to date
Total Cases Pending First of Month	4,949	0	5	2091	1,428	405	8,878	96,150	10,309	103,662
Active Cases	1,074	0	4	275	167	56	1,576	16,532	2,222	26,250
Inactive Cases	3,420	0	1	1,816	1,261	349	6,847	79,163	8,087	62,416
New Cases Filed	619	1	0	66	65	36	787	6,000	466	6,018
Cases Reactivated	85	0	0	55	41	6	187	4,157	109	1,486
All Other Cases Added	0	0	0	0	0	0	0	0	0	0
Total Cases on Docket	1,778	1	4	396	273	98	2,550	26,696	2,797	33,754
Dispositions Prior to Trial:										
Uncontested Dispositions	218	0	0	46	40	7	311	3,373	243	3,465
Dismissed by Prosecution	18	0	0	7	2	1	28	1,566	41	407
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	7	0	0	0	3	0	10	191	12	122
By the Court	1	0	0	0	0	0	1	21	0	8
By the Jury	0	0	0	0	0	0	0	0	0	0
Acquittals:	0	0	0	0	0	0	0			
By the Court	0	0	0	0	0	0	0	6	0	355
By the Jury	0	0	0	0	0	0	0	0	0	3
Dismissed by Prosecution	3	0	0	3	3	0	9	1,327	3	76
Compliance Dismissals:										
After Driver Safety Course	72	0	0	0	0	0	72	370	58	505
After Deferred Disposition	32	0	0	1	2	0	35	713	34	617
After Proof of Financial Responsibility	5	0	0	0	0	0	5	32	4	48
	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Current Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
All Other Transportation Code Dismissals	23	0	0	0	0	0	23	182	43	233



**CITY OF LA MARQUE
COURT STATISTICS
JULY 2017**

All Other Dispositions	1	0	0	0	1	1	3	123	22	684
Total Cases Disposed	380	0	0	57	51	9	497	7,889	460	6,507
Cases Placed on Inactive Status	101	0	0	77	60	7	245	2,563	248	2,339
Total Cases Pending End of Month:	4,733	1	5	2,100	1,442	432	8,713	93,806	10,315	103,168
Active Cases	1,297	1	4	262	162	82	1,808	16,244	2,089	22,499
Inactive Cases	3,436	0	1	1,838	1,280	350	6,905	77,562	8,226	78,262
Show Cause Hearings Held	73	0	0	14	23	2	112	420	72	405
Cases Appealed:										
After Trial	0	0	0	0	0	0	0	0	0	382
Without Trial	1	0	0	0	1	0	2	9	0	119



**CITY OF LA MARQUE
COURT STATISTICS
JULY 2017**

	This Month Current Yr	Current Fiscal yr to date	This Month Prior Yr	Prior Fiscal yr to date
Juvenile/Minor Activity:				
Transportation Code Cases Filed	19	50	2	15
Non-driving Alcoholic Beverage Code Cases Filed	0	8	0	7
Driving Under Influence of Alcohol Cases Filed	0	0	0	0
Drug Paraphernalia Cases Filed	1	4	0	4
Tobacco Cases Filed	0	1	0	2
Failure to Attend School Cases Filed	0	0	0	0
Education Code Cases Filed (except fail to attend)	0	0	0	0
Curfew Violation Cases Filed	2	5	0	0
All Other Non-traffic Fine-only Cases Filed	3	22	2	25
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	0	53	6	41
Class A and B Misdemeanors	3	34	10	58
Felonies	3	26	2	27
Arrest Warrants Issued:				
Class C Misdemeanors	135	2,440	106	1,020
Capias Pro Fine Issued:				
Class C Misdemeanors	38	918	101	449
Emergency Protection Orders Issued	0	1	0	7
Stolen Property Hearings Held	0	1	0	2
Cases Satisfied by Community Service:				
Partial Satisfaction	2	4	0	10
Full Satisfaction	21	92	6	65
Cases Satisfied by Jail Time Credit	58	645	62	762
Fines, Court Costs and Other Amounts Collected:				
	Total this Month	Current Fiscal yr to date	Total This Month Prior Yr	Prior Fiscal yr to date
Kept by City	\$63,623.86	\$694,958.68	\$50,448.97	\$678,144.67
Remitted to State	\$26,268.19	\$287,849.28	\$21,475.33	\$281,735.23
Total	\$89,892.05	\$982,807.96	71,934.30	\$959,879.90

POLICE DEPARTMENT

LA MARQUE POLICE DEPARTMENT
MONTHLY REPORTING STATISTICS

	CURRENT MONTH (AUGUST 2017)	CURRENT MONTH PREVIOUS YEAR (AUGUST 2016)	PREVIOUS MONTH (JULY 2017)	YEAR TO DATE (2017)	PREVIOUS YEAR TO DATE (2016)
<u>PART I CRIMES</u>					
HOMICIDE	0	1	0	5	1
RAPE	3	2	3	14	9
ROBBERY	1	1	1	10	8
ASSAULT (*INCLUDES SIMPLE)	32	36	35	320	261
BURGLARY	7	15	9	71	63
THEFT	38	27	57	402	278
MV THEFT	3	4	6	32	22
<u>PART II CRIMES</u>	187	167	278	1943	1358
<u>CALLS FOR SERVICE</u>	2118	1758	2301	16869	13999
<u>ACCIDENTS</u>	36	43	36	279	237
INJURIES	10	16	11	77	86
NON-INJURY	26	27	25	202	158
FATALITIES	0	0	0	1	2
ALCOHOL RELATED	2	0	2	16	13
<u>ADULT ARRESTS</u>	96	100	184	1195	894
<u>JUVENILE DETENTIONS</u>	1	1	1	6	2
<u>TRAFFIC STOPS</u>	422	352	613	3721	2812
CITATIONS	278	187	337	2139	1986
VIOLATIONS	347	246	446	2766	2473
WARNINGS	144	165	276	1421	757
<u>DISTURBANCES</u>	74	50	97	818	839

THIS MONTH THE POLICE DEPARTMENT ARRESTED 48 PEOPLE ON MUNICIPAL WARRANTS, SERVING 116 WARRANTS.

YEAR TO DATE, THE POLICE DEPARTMENT HAS ARRESTED 430 PEOPLE ON MUNICIPAL WARRANTS, SERVING 1148 WARRANTS.

GALVESTON COUNTY SHERIFF

Events by Nature Code by Agency

Agency: LMPD, Event date/Time range: 08/01/2017 00:00:00 - 08/31/2017 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
LMPD	ABANDONED VEHICLE	0	6	9	15	1%	0:01:51	0:10:09	0:29:23	5:51:02	0:23:24
	ALARM	0	5	103	108	5%	0:03:13	0:05:55	0:06:59	26:11:30	0:14:33
	ANIMAL ASTRAY	0	0	1	1	0%	0:01:18	0:02:45	0:18:40	0:22:43	0:22:43
	ANIMAL COMPLAINT DOMESTIC	0	2	20	22	1%	0:08:56	0:08:40	0:12:21	10:22:16	0:28:17
	ASSAULT	0	0	14	14	1%	0:12:50	0:05:55	0:37:59	13:14:16	0:56:44
	ASSIST CITIZEN	0	23	59	82	4%	0:40:24	0:11:05	0:16:28	80:44:32	0:59:05
	ASSIST EMS	0	0	9	9	0%	0:00:13	0:04:13	0:26:22	4:37:18	0:30:49
	ASSIST OTHER AGENCY	0	9	15	24	1%	0:01:28	0:04:56	0:25:53	11:43:58	0:29:20
	ATTEMPT TO SERVE WARRANT	0	1	0	1	0%	0:00:01	0:00:00	0:46:01	0:46:02	0:46:02
	AUTO PEDESTRIAN ACCIDENT	0	0	1	1	0%	0:02:14	0:02:54	0:18:13	0:23:21	0:23:21
	BE ON THE LOOKOUT	0	0	1	1	0%	0:03:58	0:00:00	0:00:00	0:04:16	0:04:16
	BURGLARY OF BUILDING	0	0	4	4	0%	0:05:33	0:05:31	0:15:48	1:47:31	0:26:53
	BURGLARY OF HABITATION	0	1	9	10	0%	0:03:55	0:03:55	0:28:26	5:58:46	0:35:53
	BURGLARY OF MOTOR VEHICLE	0	1	5	6	0%	0:03:17	0:12:37	0:26:22	4:10:22	0:41:44
	BUSINESS CHECK	0	375	7	382	18%	0:00:21	0:05:08	0:11:27	75:44:10	0:11:54
	CHILD CUSTODY	0	0	10	10	0%	0:11:34	0:09:01	0:29:11	8:17:46	0:49:47
	CIVIL MATTER OR STANDBY	0	0	24	24	1%	0:06:30	0:05:49	0:24:16	14:38:10	0:36:35
	CODE ENFORCEMENT INVESTIGATION	0	1	0	1	0%	0:00:00	0:11:35	0:39:14	0:50:49	0:50:49
	CRIMINAL MISCHIEF	0	1	14	15	1%	0:07:11	0:07:25	0:24:54	9:19:48	0:37:19
	DEAD ON SCENE	0	0	1	1	0%	0:02:21	0:32:56	1:19:43	1:55:00	1:55:00
	DISORDERLY CONDUCT	0	0	1	1	0%	0:04:44	0:05:19	0:11:43	0:21:47	0:21:47
	DISTURBANCE	0	1	52	53	3%	0:10:57	0:04:42	0:23:33	33:20:28	0:37:45
	DRUNK OR INTOXICATED PERSON	0	0	7	7	0%	0:01:51	0:05:48	0:26:51	3:28:55	0:29:51

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	FRAUD - FORGERY - CC ABUSE	0	3	9	12	1%	0:11:00	0:08:37	0:16:07	7:56:10	0:39:41
	FSGI ACCIDENT	0	1	12	13	1%	0:05:15	0:08:51	0:16:06	6:18:37	0:29:07
	GENERAL INFORMATION CALL	0	1	2	3	0%	0:07:06	0:00:04	0:09:02	0:41:24	0:13:48
	HARASSMENT - ALL TYPES	0	0	10	10	0%	0:11:11	0:07:26	0:23:44	7:03:35	0:42:22
	JUVENILE PROBLEM	0	0	3	3	0%	0:00:51	0:05:46	0:14:06	1:02:07	0:20:42
	LINE DOWN	0	0	2	2	0%	0:02:17	0:03:10	0:02:27	0:15:47	0:07:54
	LITTERING AND ILLEGAL DUMPING	0	0	1	1	0%	0:03:11	0:02:56	0:08:16	0:14:23	0:14:23
	LOUD MUSIC OR NOISE	0	0	11	11	1%	0:14:46	0:06:57	0:06:10	4:58:25	0:27:08
	MENTAL HEALTH	0	0	6	6	0%	0:15:34	0:04:35	0:53:47	7:23:43	1:13:57
	MISCELLANEOUS	0	6	0	6	0%	0:00:00	0:04:18	0:05:29	0:37:15	0:06:13
	NARCOTICS CRIMES	3	1	0	4	0%	0:00:00	0:00:00	0:19:31	0:19:31	0:19:31
	OPEN DOOR	0	1	3	4	0%	0:02:43	0:03:39	0:17:56	1:33:35	0:23:24
	OVERDOSE	0	0	1	1	0%	0:01:15	0:03:50	0:05:42	0:10:47	0:10:47
	PERSON WITH WEAPON	0	0	3	3	0%	0:02:57	0:09:41	0:27:27	2:00:15	0:40:05
	PRISONER DETAIL	0	7	4	11	1%	0:05:10	0:09:30	0:26:44	6:22:25	0:34:46
	RECOVD CHILD/PERSON/RUNAWAY	0	0	1	1	0%	0:04:17	0:06:34	0:04:54	0:15:45	0:15:45
	RESIDENTIAL CHECK	0	244	7	251	12%	0:04:28	0:04:37	0:11:59	53:35:56	0:12:49
	RUNAWAY JUVENILE	0	0	1	1	0%	0:16:04	0:07:11	0:31:35	0:54:50	0:54:50
	SEX CRIME	0	0	3	3	0%	0:14:35	0:06:46	0:43:17	3:13:54	1:04:38
	SHOTS FIRED	0	3	5	8	0%	0:03:06	0:01:47	0:08:27	1:35:18	0:11:55
	STRANDED MOTORIST	0	10	6	16	1%	0:06:29	0:09:23	0:08:50	3:56:48	0:14:48
	STRUCTURE FIRE	0	0	1	1	0%	0:18:30	0:00:22	0:44:47	1:03:39	1:03:39
	SUICIDE ATTEMPTED OR COMPLETED	0	0	3	3	0%	0:05:09	0:03:21	1:10:02	3:55:38	1:18:33
	SUPPLEMENTAL INFO TO PREV CASE	0	19	26	45	2%	0:03:30	0:09:14	0:16:56	17:37:04	0:23:29
	THEFT / LOST PROPERTY	0	5	36	41	2%	0:06:31	0:11:10	0:23:41	27:27:36	0:40:11
	THREATS ALL CATEGORIES	0	1	12	13	1%	0:04:36	0:07:25	0:19:53	6:47:19	0:31:20

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	TRAFFIC COMPLAINT	0	54	57	111	5%	0:05:42	0:05:56	0:10:25	29:54:10	0:16:10
	TRAFFIC STOP	0	412	10	422	20%	0:00:09	0:00:03	0:11:43	80:56:24	0:11:30
	UNCONSCIOUS PERSON	0	0	1	1	0%	0:01:01	0:08:40	0:08:46	0:18:27	0:18:27
	UNDESIRABLE PERSON	0	0	16	16	1%	0:07:23	0:03:52	0:13:01	6:33:57	0:24:37
	UNKNOWN REQUIRES EMS	0	0	1	1	0%	0:00:30	0:04:10	0:07:20	0:12:00	0:12:00
	VEHICLE FIRE	0	0	2	2	0%	0:00:32	0:02:16	1:14:16	2:34:08	1:17:04
	VIOLATION OF CITY ORDINANCE	0	0	1	1	0%	0:04:30	0:11:32	0:05:01	0:21:03	0:21:03
	WARRANT ARREST ON VIEW	0	3	34	37	2%	0:19:22	0:11:20	0:39:13	38:48:03	1:02:55
	WELFARE CHECK	0	4	53	57	3%	0:14:39	0:06:45	0:11:18	30:25:38	0:32:02
	Subtotals for No Summary Code	3	1201	709	1913	90%	0:06:32	0:06:41	0:22:46	671:40:22	0:33:12
	CHILD CUSTODY	0	0	2	2	0%	0:03:47	0:03:47	0:20:46	0:56:38	0:28:19
	MISSING CHILD - NOT RUNAWAY	0	0	1	1	0%	0:02:02	0:03:30	0:20:10	0:25:42	0:25:42
	Subtotals for CAC	0	0	3	3	0%	0:02:54	0:03:38	0:20:28	1:22:20	0:27:00
	MAJOR ACCIDENT	0	1	14	15	1%	0:02:14	0:04:35	1:21:05	21:54:07	1:27:36
	MINOR ACCIDENT	0	1	38	39	2%	0:05:10	0:07:18	0:22:41	21:24:50	0:32:57
	Subtotals for MVA	0	2	52	54	3%	0:03:42	0:05:56	0:51:53	43:18:57	1:00:16
	RECOVERED OR FOUND PROPERTY	0	0	6	6	0%	0:12:19	0:07:20	0:35:26	5:23:12	0:53:52
	TRESPASSING	0	0	1	1	0%	0:00:49	0:00:00	0:00:00	0:04:27	0:04:27
	UNAUTH USE OF MOTOR VEHICLE	0	0	9	9	0%	0:10:52	0:06:06	0:20:28	5:10:32	0:34:30
	Subtotals for PROP	0	0	16	16	1%	0:08:00	0:06:43	0:27:57	10:38:11	0:30:56
	SUSPICIOUS CIRCUMSTANCES	0	5	18	23	1%	0:07:08	0:07:02	0:13:08	9:18:35	0:24:17
	SUSPICIOUS PERSON	0	17	29	46	2%	0:05:53	0:04:10	0:14:09	16:32:10	0:21:34
	SUSPICIOUS VEHICLE	0	25	28	53	3%	0:04:55	0:05:21	0:15:15	17:59:24	0:20:22
	Subtotals for SUSP	0	47	75	122	6%	0:05:59	0:05:31	0:14:11	43:50:09	0:22:04
	FAMILY DISTURBANCE	0	0	7	7	0%	0:03:44	0:04:33	0:18:37	3:08:25	0:26:55

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	KIDNAPPING	0	0	1	1	0%	0:02:28	0:05:38	1:59:07	2:07:13	2:07:13
	ROBBERY	0	0	1	1	0%	0:02:29	0:00:56	0:53:19	0:56:44	0:56:44
	SHOOTING	0	0	1	1	0%	0:02:39	0:00:15	6:41:50	6:44:44	6:44:44
Subtotals for VICR		0	0	10	10	0%	0:02:50	0:02:50	2:28:13	12:57:06	2:33:54
Subtotals for LMPD		3	1250	865	2118	100%	0:06:10	0:06:18	0:30:29	783:47:05	0:39:56

LA MARQUE POLICE DEPARTMENT
MONTHLY REPORTING STATISTICS

	CURRENT MONTH (SEPTEMBER 2017)	CURRENT MONTH PREVIOUS YEAR (SEPTEMBER 2016)	PREVIOUS MONTH (AUGUST 2017)	YEAR TO DATE (2017)	PREVIOUS YEAR TO DATE (2016)
<u>PART I CRIMES</u>					
HOMICIDE	0	1	0	5	3
RAPE	2	1	3	16	9
ROBBERY	0	2	1	10	10
ASSAULT (*INCLUDES SIMPLE)	31	38	32	351	303
BURGLARY	6	12	7	77	83
THEFT	36	54	38	438	332
MV THEFT	6	4	3	38	26
<u>PART II CRIMES</u>	206	208	187	2149	1566
<u>CALLS FOR SERVICE</u>	2019	1870	2118	18888	17573
<u>ACCIDENTS</u>	42	22	36	321	266
INJURIES	10	9	10	87	95
NON-INJURY	32	12	26	234	170
FATALITIES	3	1	0	4	3
ALCOHOL RELATED	1	2	2	17	15
<u>ADULT ARRESTS</u>	129	130	96	1324	1024
<u>JUVENILE DETENTIONS</u>	0	0	1	6	2
<u>TRAFFIC STOPS</u>	487	413	422	4208	3505
CITATIONS	225	257	278	2364	2511
VIOLATIONS	279	319	347	3045	3070
WARNINGS	262	156	144	1683	994
<u>DISTURBANCES</u>	76	92	74	834	982

THIS MONTH THE POLICE DEPARTMENT ARRESTED 42 PEOPLE ON MUNICIPAL WARRANTS, SERVING 110 WARRANTS.

YEAR TO DATE, THE POLICE DEPARTMENT HAS ARRESTED 472 PEOPLE ON MUNICIPAL WARRANTS, SERVING 1258 WARRANTS.

GALVESTON COUNTY SHERIFF

Events by Nature Code by Agency

Agency: LMPD, Event date/Time range: 09/01/2017 00:00:00 - 09/30/2017 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
LMPD	ABANDONED VEHICLE	0	3	3	6	0%	0:03:47	0:37:05	0:22:30	4:25:16	0:44:13
	ALARM	0	2	84	86	4%	0:03:36	0:05:12	0:06:49	20:33:53	0:14:21
	ANIMAL COMPLAINT DOMESTIC	0	0	24	24	1%	0:05:58	0:06:57	0:20:57	13:20:58	0:33:22
	ASSAULT	0	0	15	15	1%	0:03:48	0:04:45	0:41:49	12:35:33	0:50:22
	ASSIST CITIZEN	1	17	26	44	2%	0:06:03	0:06:13	0:15:36	17:24:20	0:24:17
	ASSIST EMS	0	0	6	6	0%	0:00:38	0:03:22	0:13:13	1:43:17	0:17:13
	ASSIST OTHER AGENCY	0	8	13	21	1%	0:02:05	0:05:58	0:31:27	11:36:12	0:33:09
	ATTEMPT TO SERVE WARRANT	0	0	1	1	0%	0:01:35	0:03:57	0:23:11	0:28:43	0:28:43
	BACKGROUND CHECK	0	2	0	2	0%	0:00:00	0:06:06	0:22:33	0:57:17	0:28:39
	BAR CHECK	0	1	1	2	0%	0:01:28	0:04:35	0:09:54	0:25:51	0:12:56
	BURGLARY OF BUILDING	0	0	2	2	0%	0:08:57	0:04:31	0:25:11	1:17:18	0:38:39
	BURGLARY OF HABITATION	0	0	8	8	0%	0:12:38	0:06:25	0:23:44	5:29:32	0:41:12
	BURGLARY OF MOTOR VEHICLE	0	0	2	2	0%	0:01:21	0:11:47	0:23:39	1:13:34	0:36:47
	BUSINESS CHECK	0	402	6	408	20%	0:00:06	0:03:57	0:09:52	69:17:59	0:10:11
	CHILD CUSTODY	0	0	2	2	0%	0:08:54	0:03:36	0:33:52	1:32:45	0:46:23
	CIVIL MATTER OR STANDBY	0	2	27	29	1%	0:06:37	0:05:03	0:21:29	15:24:50	0:31:53
	CODE ENFORCEMENT INVESTIGATION	0	0	1	1	0%	0:06:20	0:04:11	0:10:14	0:20:45	0:20:45
	CRIMINAL MISCHIEF	0	1	6	7	0%	0:02:48	0:09:58	0:14:30	3:00:56	0:25:51
	DEAD ON SCENE	0	0	1	1	0%	0:02:30	0:05:48	1:26:47	1:35:05	1:35:05
	DISORDERLY CONDUCT	0	0	2	2	0%	0:01:40	0:05:50	0:22:49	1:00:38	0:30:19
	DISTURBANCE	0	2	48	50	2%	0:02:17	0:04:14	0:24:17	25:26:33	0:30:32
	DRUNK OR INTOXICATED PERSON	0	0	4	4	0%	0:01:37	0:05:07	0:30:38	2:29:28	0:37:22
	FIRE - NON SPECIFIC	0	0	1	1	0%	0:01:07	0:02:35	0:10:01	0:13:43	0:13:43

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	FRAUD - FORGERY - CC ABUSE	2	0	14	16	1%	0:06:50	0:08:21	0:20:11	8:15:00	0:35:21
	FSGI ACCIDENT	0	0	14	14	1%	0:04:45	0:08:46	0:18:34	7:13:02	0:30:56
	GENERAL INFORMATION CALL	0	1	2	3	0%	0:01:40	0:20:14	0:03:54	0:55:32	0:18:31
	HARASSMENT - ALL TYPES	1	0	14	15	1%	0:04:15	0:07:02	0:15:55	6:20:41	0:27:12
	JUVENILE PROBLEM	0	1	1	2	0%	0:01:26	0:01:29	0:03:51	0:12:02	0:06:01
	LINE DOWN	0	1	1	2	0%	0:00:22	0:05:48	0:16:36	0:39:44	0:19:52
	LITTERING AND ILLEGAL DUMPING	0	0	5	5	0%	0:06:04	0:03:57	0:08:22	1:31:39	0:18:20
	LOUD MUSIC OR NOISE	0	0	17	17	1%	0:05:20	0:06:26	0:05:53	5:00:03	0:17:39
	MENTAL HEALTH	0	0	8	8	0%	0:02:32	0:03:40	0:28:48	4:40:03	0:35:00
	MISCELLANEOUS	0	8	1	9	0%	0:00:18	0:00:45	0:24:48	3:44:55	0:24:59
	MISSING PERSON ADULT	0	0	4	4	0%	0:03:07	0:00:43	0:49:51	1:20:07	0:20:02
	NARCOTICS CRIMES	2	0	2	4	0%	0:02:01	0:09:18	0:12:15	0:47:08	0:23:34
	OPEN DOOR	0	1	3	4	0%	0:12:38	0:03:02	0:06:37	1:26:05	0:21:31
	PERSON WITH WEAPON	0	0	2	2	0%	0:05:09	0:03:39	0:11:43	0:41:02	0:20:31
	PRISONER DETAIL	0	4	6	10	0%	0:00:55	0:15:40	0:39:05	8:12:14	0:49:13
	PRIVATE PROPERTY TOW	0	0	1	1	0%	0:16:04	0:13:59	0:00:35	0:30:38	0:30:38
	PROPERTY DAMAGE	0	0	2	2	0%	0:01:38	0:05:27	0:05:11	0:24:31	0:12:16
	RECOVD CHILD/PERSON/RUNAWAY	0	2	3	5	0%	0:05:18	0:09:19	0:29:34	3:22:17	0:40:27
	RESIDENTIAL CHECK	0	166	1	167	8%	0:01:06	0:01:35	0:09:40	27:25:05	0:09:51
	RUNAWAY JUVENILE	0	0	2	2	0%	0:04:12	0:05:58	0:50:47	2:01:54	1:00:57
	SEX CRIME	0	0	4	4	0%	0:22:47	0:05:45	0:29:54	3:53:44	0:58:26
	SHOTS FIRED	0	2	4	6	0%	0:01:44	0:03:26	0:15:30	1:55:27	0:19:15
	STRANDED MOTORIST	0	7	3	10	0%	0:01:27	0:07:05	0:05:51	1:28:30	0:08:51
	STRUCTURE FIRE	0	0	1	1	0%	0:04:51	0:00:05	1:17:34	1:22:30	1:22:30
	SUICIDE ATTEMPTED OR COMPLETED	0	0	2	2	0%	0:03:11	0:03:54	0:15:44	0:45:37	0:22:49
	SUPPLEMENTAL INFO TO PREV CASE	0	20	16	36	2%	0:11:39	0:06:44	0:17:01	16:32:29	0:27:34

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	THEFT / LOST PROPERTY	0	0	44	44	2%	0:06:44	0:12:07	0:26:36	33:20:05	0:45:27
	THREATS ALL CATEGORIES	0	0	9	9	0%	0:02:47	0:06:52	0:17:27	4:01:07	0:26:47
	TRAFFIC COMPLAINT	0	9	65	74	4%	0:05:42	0:07:44	0:13:43	28:03:07	0:22:45
	TRAFFIC STOP	0	486	1	487	24%	0:00:04	0:00:02	0:10:51	88:16:07	0:10:52
	UNCONSCIOUS PERSON	0	0	3	3	0%	0:00:14	0:01:09	0:21:35	1:08:55	0:22:58
	UNDESIRABLE PERSON	0	1	12	13	1%	0:06:11	0:04:44	0:28:36	8:22:56	0:38:41
	UNKNOWN REQUIRES EMS	0	0	1	1	0%	0:00:04	0:02:20	0:15:39	0:18:03	0:18:03
	VEHICLE FIRE	0	0	2	2	0%	0:01:45	0:07:58	0:21:46	0:55:00	0:27:30
	VIOLATION OF CITY ORDINANCE	0	0	1	1	0%	0:16:45	0:06:58	0:01:28	0:25:11	0:25:11
	WARRANT ARREST ON VIEW	0	2	34	36	2%	0:04:45	0:08:59	0:31:33	26:42:39	0:44:31
	WELFARE CHECK	0	2	30	32	2%	0:04:35	0:07:02	0:14:50	13:43:08	0:25:43
	Subtotals for No Summary Code	6	1153	618	1777	88%	0:04:31	0:06:25	0:21:13	527:52:43	0:29:57
	CHILD ABUSE NON SPECIFIC	0	1	1	2	0%	0:03:52	0:08:17	0:07:31	0:27:12	0:13:36
	CHILD CUSTODY	0	0	4	4	0%	0:09:16	0:05:59	0:27:48	2:52:15	0:43:04
	MISSING CHILD - NOT RUNAWAY	0	0	2	2	0%	0:03:05	0:10:14	0:10:52	0:48:20	0:24:10
	Subtotals for CAC	0	1	7	8	0%	0:05:24	0:08:10	0:15:24	4:07:47	0:26:57
	AUTO PEDESTRIAN ACCIDENT	0	0	1	1	0%	0:04:36	0:00:00	2:33:10	2:37:46	2:37:46
	CIVIL MATTER OR STANDBY	0	0	1	1	0%	0:19:15	0:00:00	0:00:00	0:46:44	0:46:44
	MAJOR ACCIDENT	0	0	6	6	0%	0:02:35	0:04:35	1:10:20	6:30:28	1:05:05
	MINOR ACCIDENT	0	2	48	50	2%	0:04:18	0:07:38	0:25:49	30:28:36	0:36:34
	Subtotals for MVA	0	2	56	58	3%	0:07:41	0:06:06	1:23:06	40:23:34	1:16:32
	RECOVERED OR FOUND PROPERTY	1	0	9	10	0%	0:04:18	0:06:29	0:21:24	4:49:40	0:32:11
	TRESPASSING	0	0	6	6	0%	0:07:19	0:12:06	0:15:07	3:27:11	0:34:32
	UNAUTH USE OF MOTOR VEHICLE	0	0	6	6	0%	0:11:12	0:08:43	0:36:38	5:02:27	0:50:25
	Subtotals for PROP	1	0	21	22	1%	0:07:36	0:09:06	0:24:23	13:19:18	0:39:03

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	NARCOTICS CRIMES	0	2	0	2	0%	0:00:01	0:00:00	0:28:59	0:58:00	0:29:00
	SUSPICIOUS CIRCUMSTANCES	0	7	27	34	2%	0:04:28	0:05:06	0:13:47	12:17:23	0:21:41
	SUSPICIOUS PERSON	0	30	33	63	3%	0:02:37	0:05:10	0:11:41	17:11:53	0:16:23
	SUSPICIOUS VEHICLE	0	21	25	46	2%	0:03:23	0:06:41	0:10:29	12:51:41	0:16:47
	Subtotals for SUSP	0	60	85	145	7%	0:02:37	0:05:39	0:16:14	43:18:57	0:20:58
	FAMILY DISTURBANCE	0	0	7	7	0%	0:01:17	0:05:09	0:50:23	6:37:41	0:56:49
	ROBBERY	0	0	1	1	0%	0:04:03	0:09:25	0:31:55	0:45:23	0:45:23
	STABBING	0	0	1	1	0%	0:00:52	0:01:21	0:30:31	0:32:44	0:32:44
	Subtotals for VICR	0	0	9	9	0%	0:02:04	0:05:18	0:37:36	7:55:48	0:44:59
	Subtotals for LMPD	7	1216	796	2019	100%	0:04:39	0:06:31	0:23:56	636:58:07	0:32:43



**2017 LA MARQUE POLICE DEPT.
CRIME STATS**

	2013				2014				2015				2016				2016						
	January-December				January - December				January - December				January - December				January - September						
	Off	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	Offense 2016	Offense 2017	% +/-	Clearance 2016	Clearance 2017	% CL 2016	% CL 2017
Murder	1	-50%	1	100%	0	-100%	0	100%	4	400%	2	50%	4	0%	2	50%	3	5	67%	2	3	67%	60%
Rape	5	280%	5	100%	6	20%	1	17%	14	150%	5	35%	10	-29%	3	30%	9	16	78%	2	10	22%	63%
Robbery	26	-18%	9	35%	24	-8%	7	29%	26	8%	9	35%	21	-19%	7	33%	10	10	0%	6	10	60%	100%
Aggravated Assault	41	10%	26	63%	45	10%	40	87%	50	9%	31	62%	84	68%	34	40%	66	39	-41%	30	22	45%	56%
La Marque Violent Crime Total	73	10%	41	56%	75	3%	48	63%	94	24%	43	45%	119	27%	46	39%	88	70	-20%	40	45	45%	64%
Texas Violent Crime Total	105,713	-5%	47,571	45%	108,848	3%	44,628	41%	775,392	-4%	131,817	17%	*	*	*	*	*	*	*	*	*	*	*
Burglary	162	-6%	23	14%	207	28%	34	16%	167	-19%	14	8%	172	3%	22	13%	114	80	-30%	18	27	16%	34%
Theft	747	7%	313	42%	721	-3%	428	59%	583	-19%	236	40%	622	7%	307	49%	426	450	6%	237	299	56%	66%
Motor Vehicle Theft	51	30%	11	22%	45	-12%	23	51%	43	-4%	19	44%	46	7%	21	46%	37	46	24%	18	15	49%	33%
Arson	5	900%	0	0%	1	-80%	4	0%	0	-100%	0	0%	2	200%	0	0%	1	3	200%	0	0	0%	0%
La Marque Property Crime Total	965	5%	347	36%	974	1%	485	30%	793	19%	269	34%	842	6%	350	42%	578	579	0%	273	341	47%	59%
Texas Property Crime Total	860,627	-2%	146,307	17	804,555	-7%	144,820	18					*	*	*	*	*	*	*	*	*	*	*
	RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE		% +/-				
La Marque Violent Crime Rate	503		-5%		624		3%		648		4%		848		31%		482		-20%				
Texas Violent Crime Rate	400		-2%		404		1%		411		2%		*		*		*		*				
La Marque Property Crime Rate	6,651		31%		6,706		2%		5,465		-19%		5796		6%		3,990		0%				
Texas Property Crime Rate	3,254		-3%		2,988		-8%		2,823		-6%		*		*		*		*				
Calls For Service	24,371				22,456				21,722				22,657				20,437						
Population Estimate	14,509				14,509				14,509				14,509				14,509						
Officers per 1,000 pop.	TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9						
DWI	42				56				54				68				69						
Traffic Citations	3,514				3,598				3,684				3,768				2,364						
Drug Arrests	183				253				216				292				305						

*Data unavailable

FIRE/EMS

EMS CALL STATISTICS FY 2016-2017

La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH

Month	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Encounters	147	131	156	139	126	122	126	118	110	112	96	121
Transports	116	108	123	122	110	105	110	96	90	94	79	103
Aeromedical	0	0	0	0	0	0	0	0	0	0	0	0
Dead On Scene	6	1	3	1	3	4	3	5	7	4	0	1
Refusals	25	22	30	16	17	13	13	17	13	14	17	16

RESPONSE TIMES PER MONTH (minutes)

Unit Status	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Dispatch - Location	5	6	6	5	5	5	5	5	5	5	5	6
Location - To Hospital	16	16	15	14	14	14	14	14	14	15	15	13
To Hospital - At Hospital	8	8	7	8	7	8	7	7	8	9	7	9
At Hospital - In Service	28	28	27	27	25	27	28	26	23	26	24	27
Location - At Hospital	21	22	21	21	21	23	22	21	23	24	23	22
Dispatch - At Hospital	26	28	27	27	27	29	28	27	28	30	29	29
Dispatch - In Service	50	52	49	52	48	52	52	51	49	53	48	52

Statistical data is not empirical due to unavailability of data from surrounding jurisdictions and/or technology failures with reporting software programs resultant from Hurricane Harvey.

PATIENT TRANSPORTS BY RECEIVING FACILITY													
Facility Code	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
MD	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
CStJoseph	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
WomenTx	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MHSE	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
UTMBHosp	4 3%	4 3%	0 0%	4 3%	8 8%	3 3%	10 9%	7 7%	11 10%				51 5%
UTMB	0 0%	0 0%	0 0%	0 0%	0 0%	1 1%	0 0%	1 1%	0 0%				2 0%
HouMeStJon	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MHPB	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MHCH	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
CLRH	1 0%	3 2%	5 4%	3 2%	5 5%	1 1%	4 3%	2 2%	3 2%				27 2%
St John	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%				1 0%
SanJac	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MainInd	111 91%	101 93%	99 94%	102 93%	83 86%	84 93%	87 86%	85 89%	88 85%				840 90%
Bellaire	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Hermann	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
ShrinrBH	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
St Luke	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%

TXChld	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
BayAreaMed	5 4%	0 0%	1 0%	0 0%	0 0%	1 1%	0 0%	0 0%	0 0%				7 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
TOTAL	121 100%	108 100%	105 100%	109 100%	96 100%	90 100%	101 100%	95 100%	103 100%				928 100%

PATIENT DISPOSITION BY MONTH													
Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	139	126	123	126	118	110	118	120	121				1101
Transports	122 87%	108 85%	106 86%	110 87%	96 81%	90 81%	100 84%	95 79%	103 85%				930 84%
Aeromedical	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Dead On Scene	1 0%	1 0%	4 3%	3 2%	5 4%	7 6%	4 3%	1 0%	1 0%				27 2%
Unfounded	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%				1 0%
Refusals	16 11%	17 13%	13 10%	13 10%	17 14%	13 11%	14 11%	24 20%	16 13%				143 12%

CALLS BY TIME OF DAY													
Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	51 36%	35 27%	40 32%	27 21%	30 25%	25 22%	31 26%	34 28%	30 24%				303 27%
1200-1759	47 33%	44 34%	42 34%	44 34%	35 29%	34 30%	35 29%	34 28%	38 31%				353 32%
1800-2359	24 17%	27 21%	26 21%	38 30%	40 33%	34 30%	42 35%	35 29%	36 29%				302 27%
0000-0559	17 12%	20 15%	15 12%	17 13%	13 11%	17 15%	10 8%	17 14%	17 14%				143 12%

PATIENT AGE BY MONTH													
Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT

<1	0 0%	1 0%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%	1 0%				3 0%
1-8	3 2%	4 3%	2 1%	1 0%	3 2%	0 0%	1 0%	2 1%	0 0%				16 1%
9-12	1 0%	0 0%	3 2%	2 1%	0 0%	0 0%	1 0%	0 0%	0 0%				7 0%
13-17	1 0%	3 2%	4 3%	0 0%	3 2%	2 1%	6 5%	1 0%	1 0%				21 1%
18-25	12 8%	3 2%	6 4%	5 3%	9 7%	6 5%	7 5%	13 10%	9 7%				70 6%
26-50	43 31%	32 25%	34 27%	35 27%	37 31%	36 33%	33 27%	30 25%	37 31%				317 29%
51-75	50 36%	51 40%	45 36%	55 43%	47 39%	49 44%	53 44%	58 48%	51 43%				459 41%
76-100	26 19%	30 24%	29 23%	27 21%	19 16%	15 13%	16 13%	16 13%	19 16%				197 18%
>100	0 0%	1 0%	0 0%	1 0%	0 0%	1 0%	0 0%	0 0%	0 0%				3 0%

DISPATCHED CALL TYPES PER MONTH													
Call Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
	0 0%	4 3%	7 5%	5 3%	4 3%	6 5%	4 3%	9 7%	5 4%				44 3%
Abd Pain	3 2%	0 0%	5 4%	4 3%	3 2%	4 3%	1 0%	5 4%	5 4%				30 2%
Air Medical Transpor	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Allergic Rx	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	1 0%	1 0%	0 0%				3 0%
Animal Bite	0 0%	0 0%	1 0%	2 1%	1 0%	0 0%	0 0%	1 0%	0 0%				5 0%
Assault	0 0%	2 1%	2 1%	0 0%	0 0%	6 5%	3 2%	1 0%	1 0%				15 1%
Auto Ped	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Automated Crash Noti	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%

Back Pain	1 0%	2 1%	2 1%	1 0%	1 0%	1 0%	1 0%	2 1%	2 1%				13 1%
Burns	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%	0 0%				1 0%
CO Poison	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
CPR	1 0%	1 0%	2 1%	1 0%	4 3%	3 2%	1 0%	2 1%	1 0%				16 1%
Cardiac	18 12 %	2 1%	0 0%	1 0%	0 0%	0 0%	1 0%	3 2%	0 0%				25 2%
Chest Pain (Non Trau	2 1%	10 7%	8 6%	11 8%	6 5%	12 10 %	18 15 %	14 11%	14 11 %				95 8%
Childbirth	1 0%	2 1%	0 0%	0 0%	0 0%	0 0%	0 0%	2 1%	1 0%				6 0%
Choking	1 0%	0 0%	1 0%	1 0%	1 0%	1 0%	0 0%	0 0%	0 0%				5 0%
DOS	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Diabetic	7 5%	5 3%	7 5%	3 2%	5 4%	6 5%	7 5%	2 1%	2 1%				44 3%
Drowning	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Electrocution	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Eye Injury	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Falls	9 6%	8 6%	7 5%	15 11%	13 11%	9 8%	7 5%	11 9%	16 13 %				95 8%
Fire	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Fire/Hazmat	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
GSW/Stab	0 0%	0 0%	2 1%	0 0%	2 1%	1 0%	0 0%	1 0%	2 1%				8 0%
Headache	0 0%	2 1%	3 2%	0 0%	1 0%	0 0%	1 0%	1 0%	0 0%				8 0%
Healthcare Professio	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%

Heat/Cold	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Hemorrhage	2 1%	2 1%	1 0%	1 0%	0 0%	0 0%	1 0%	0 0%	2 1%				9 0%
Ind Accident	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MVA	11 7%	11 8%	5 4%	15 11%	12 10%	3 2%	13 11%	7 5%	6 4%				83 7%
Medical	34 24%	32 25%	26 21%	31 24%	27 22%	22 20%	17 14%	26 21%	24 19%				239 21%
Medical Alarm	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
No Other Appropriate	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Other	7 5%	3 2%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				10 0%
Overdose	5 3%	2 1%	3 2%	0 0%	0 0%	0 0%	1 0%	1 0%	0 0%				12 1%
Pandemic/Epidemic/O u	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Person Down	0 0%	2 1%	3 2%	1 0%	2 1%	5 4%	3 2%	2 1%	0 0%				18 1%
Psych	2 1%	1 0%	0 0%	0 0%	1 0%	0 0%	0 0%	1 0%	0 0%				5 0%
Respiratory	11 7%	13 10%	17 13%	16 12%	15 12%	16 14%	13 11%	12 10%	13 10%				126 11%
Seizures	9 6%	12 9%	7 5%	3 2%	5 4%	5 4%	6 5%	4 3%	6 4%				57 5%
Service Call	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Standby	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Stroke	1 0%	0 0%	2 1%	2 1%	4 3%	1 0%	4 3%	5 4%	3 2%				22 1%
Transfer/Interfacili	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Trauma	4 2%	2 1%	4 3%	4 3%	1 0%	3 2%	2 1%	1 0%	6 4%				27 2%

Unconscious	10 7%	6 4%	8 6%	9 7%	10 8%	5 4%	12 10 %	6 5%	12 9%				78 7%
Unknown	0 0%	2 1%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				2 0%

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

RESPONSE TIMES PER MONTH (minutes)													
Unit Status	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Dispatch - Location	5	5	5	5	5	5	5	6	6				5
Location - To Hospital	14	14	14	14	14	14	15	15	13				14
To Hospital - At Hospital	8	7	8	8	7	8	9	8	9				8
At Hospital - In Service	28	25	27	27	26	23	25	24	27				26
Location - At Hospital	21	21	23	22	21	23	24	24	22				22
Dispatch - At Hospital	27	27	29	27	27	28	30	30	29				28
Dispatch - In Service	52	48	52	52	51	49	52	49	52				51

LAMARQUE

Incident Type Report (Summary)

Alarm Date Between {09/01/2017} And {09/30/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.41%	\$0	0.00%
111 Building fire	2	0.83%	\$28,000	73.68%
113 Cooking fire, confined to container	1	0.41%	\$0	0.00%
131 Passenger vehicle fire	1	0.41%	\$10,000	26.31%
143 Grass fire	2	0.83%	\$0	0.00%
	7	2.92%	\$38,000	100.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	0.41%	\$0	0.00%
320 Emergency medical service, other	11	4.60%	\$0	0.00%
321 EMS call, excluding vehicle accident with	155	64.85%	\$0	0.00%
322 Motor vehicle accident with injuries	10	4.18%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.41%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	0.83%	\$0	0.00%
	180	75.31%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.41%	\$0	0.00%
412 Gas leak (natural gas or LPG)	4	1.67%	\$0	0.00%
413 Oil or other combustibile liquid spill	2	0.83%	\$0	0.00%
424 Carbon monoxide incident	1	0.41%	\$0	0.00%
444 Power line down	5	2.09%	\$0	0.00%
	13	5.43%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.41%	\$0	0.00%
510 Person in distress, Other	4	1.67%	\$0	0.00%
550 Public service assistance, Other	2	0.83%	\$0	0.00%
553 Public service	1	0.41%	\$0	0.00%
554 Assist invalid	6	2.51%	\$0	0.00%
	14	5.85%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.41%	\$0	0.00%
611 Dispatched & cancelled en route	9	3.76%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.41%	\$0	0.00%
651 Smoke scare, odor of smoke	4	1.67%	\$0	0.00%

LAMARQUE

Incident Type Report (Summary)

Alarm Date Between {09/01/2017} And {09/30/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call	15	6.27%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	1	0.41%	\$0	0.00%
734 Heat detector activation due to malfunction	1	0.41%	\$0	0.00%
735 Alarm system sounded due to malfunction	5	2.09%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.41%	\$0	0.00%
744 Detector activation, no fire -	1	0.41%	\$0	0.00%
	9	3.76%	\$0	0.00%
9 Special Incident Type				
900 Special type of incident, Other	1	0.41%	\$0	0.00%
	1	0.41%	\$0	0.00%

Total Incident Count: 239

Total Est Loss:

\$38,000

LAMARQUE

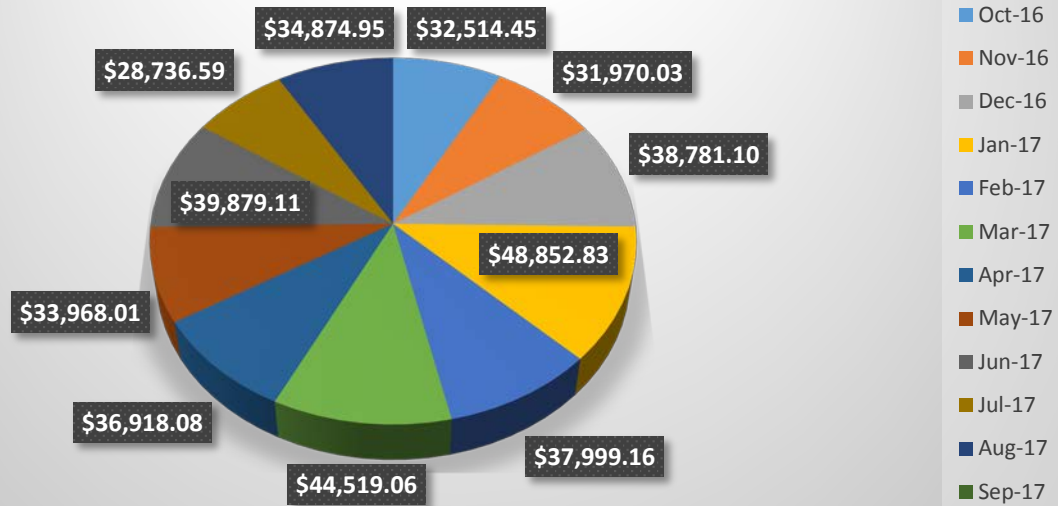
Unit Response Time Analysis

Alarm Date Between {09/01/2017} And {09/30/2017}

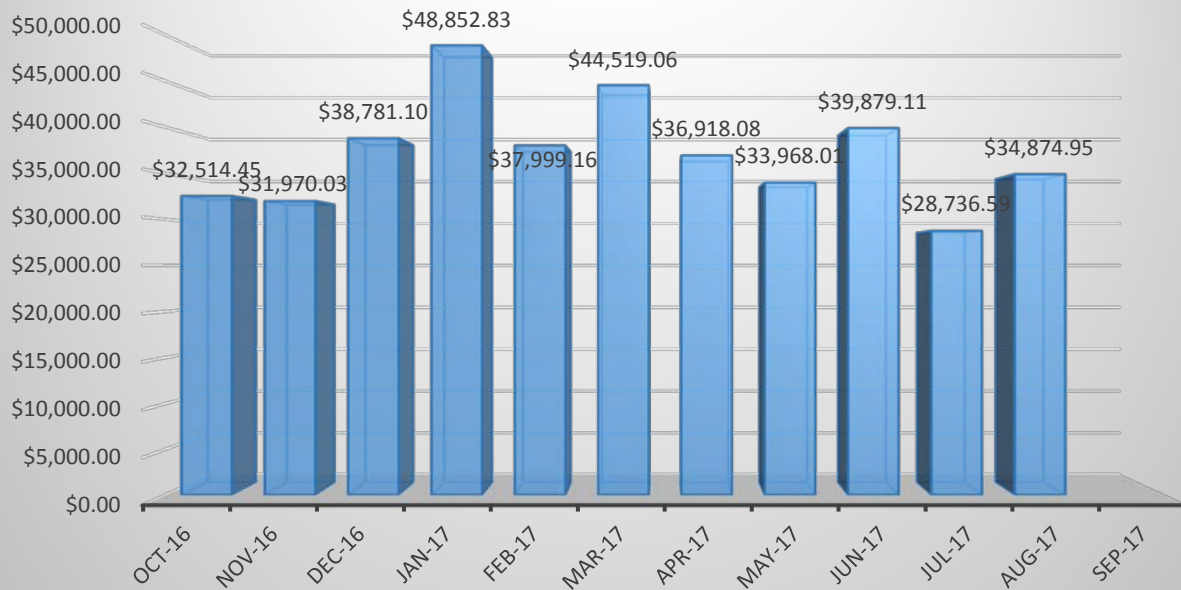
Response		Count	Percentage
Hrs	Mins		
	< 01	7	2.2%
	01	12	3.7%
	02	24	7.5%
	03	22	6.9%
	04	41	12.9%
	05	38	12.0%
	06	29	9.1%
	07	42	13.2%
	08	19	6.0%
	09	23	7.2%
	10	24	7.5%
	11	7	2.2%
	12	12	3.7%
	13	2	0.6%
	14	1	0.3%
	15	3	0.9%
	16	2	0.6%
	17	3	0.9%
	22	2	0.6%
	25	2	0.6%
	32	1	0.3%

Overall Average Response Time: 00:06:44

NET COLLECTIONS



NET COLLECTIONS



MONTH	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
COLLECTIONS	\$32,514.45	\$31,970.03	\$38,781.10	\$48,852.83	\$37,999.16	\$44,519.06
Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	YTD Total
\$36,918.08	\$33,968.01	\$39,879.11	\$28,736.59	\$34,874.95		\$409,013.37

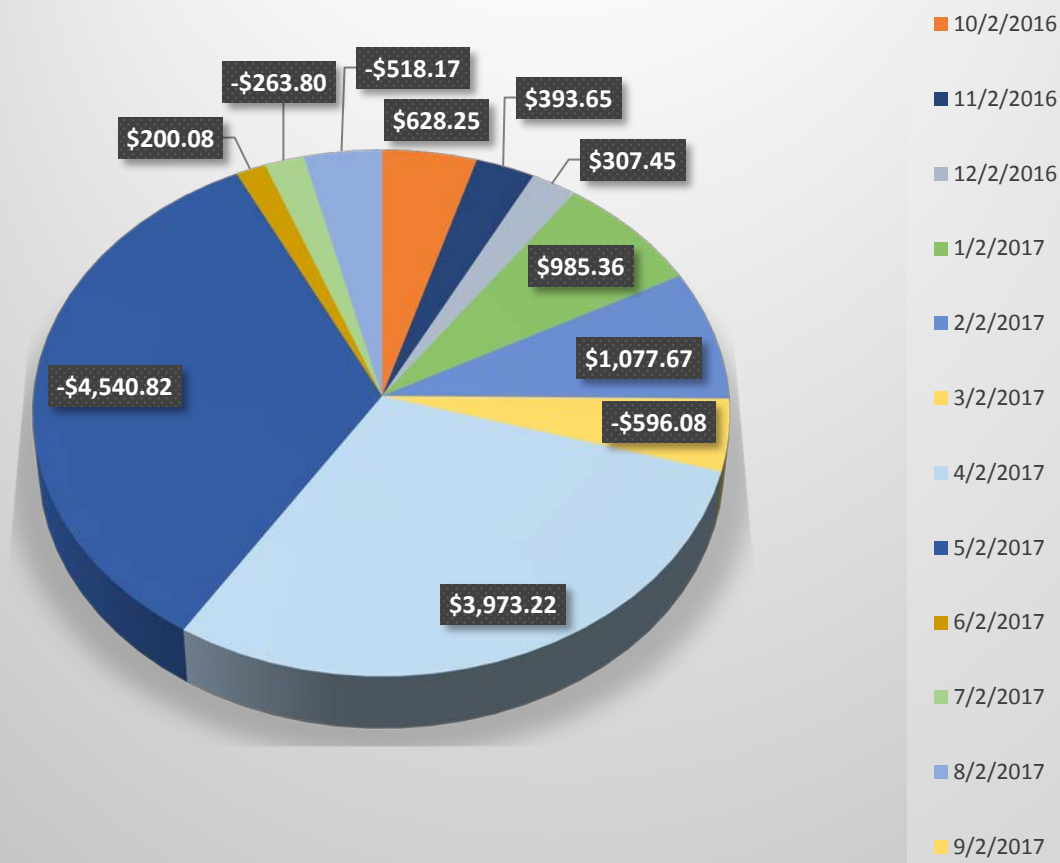
Collection Rate

23%

YTD FEES PAID TO INTERMEDIX

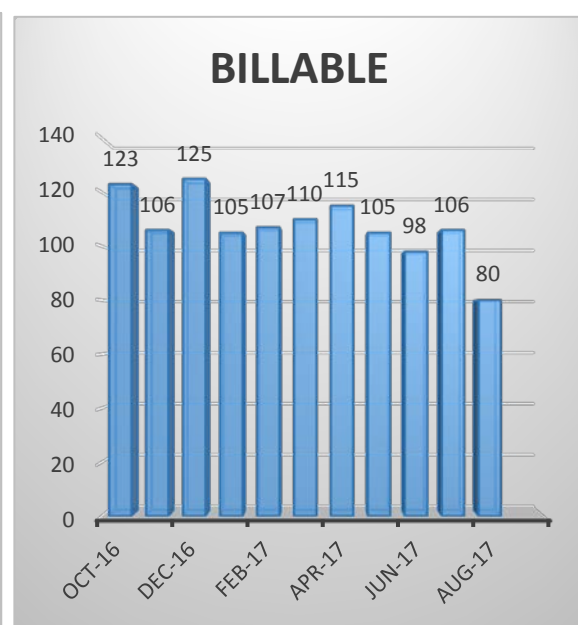
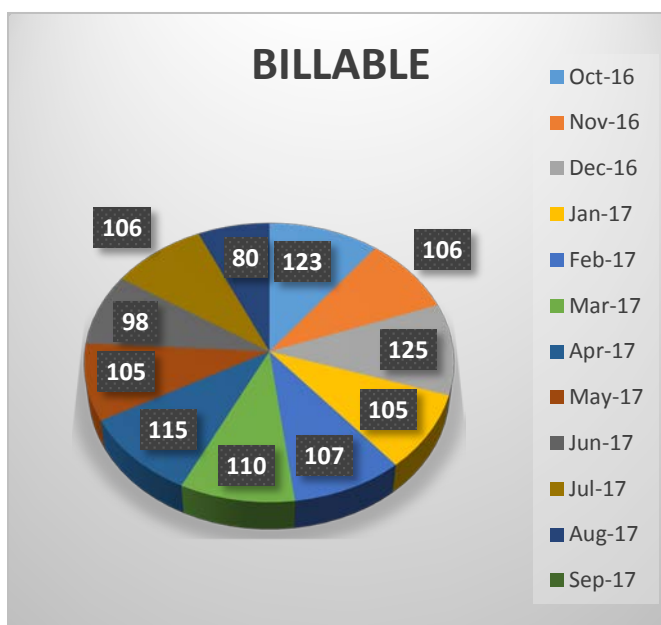
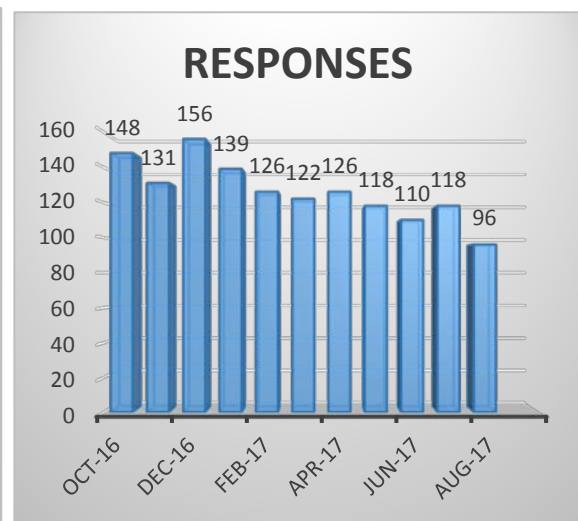
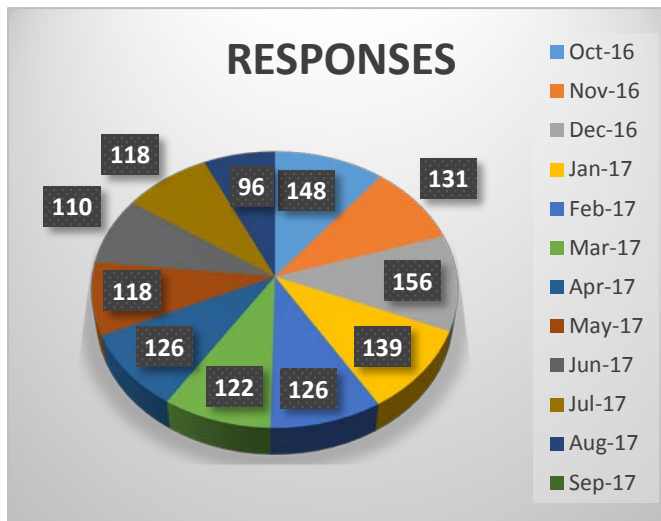
DATE	PAYMENT
10/2/2016	\$628.25
11/2/2016	\$393.65
12/2/2016	\$307.45
1/2/2017	\$985.36
2/2/2017	\$1,077.67
3/2/2017	-\$596.08
4/2/2017	\$3,973.22
5/2/2017	-\$4,540.82
6/2/2017	\$200.08
7/2/2017	-\$263.80
8/2/2017	-\$518.17
9/2/2017	
YTD TOTAL	\$1,646.81
AVERAGE PAYMENT	\$149.71

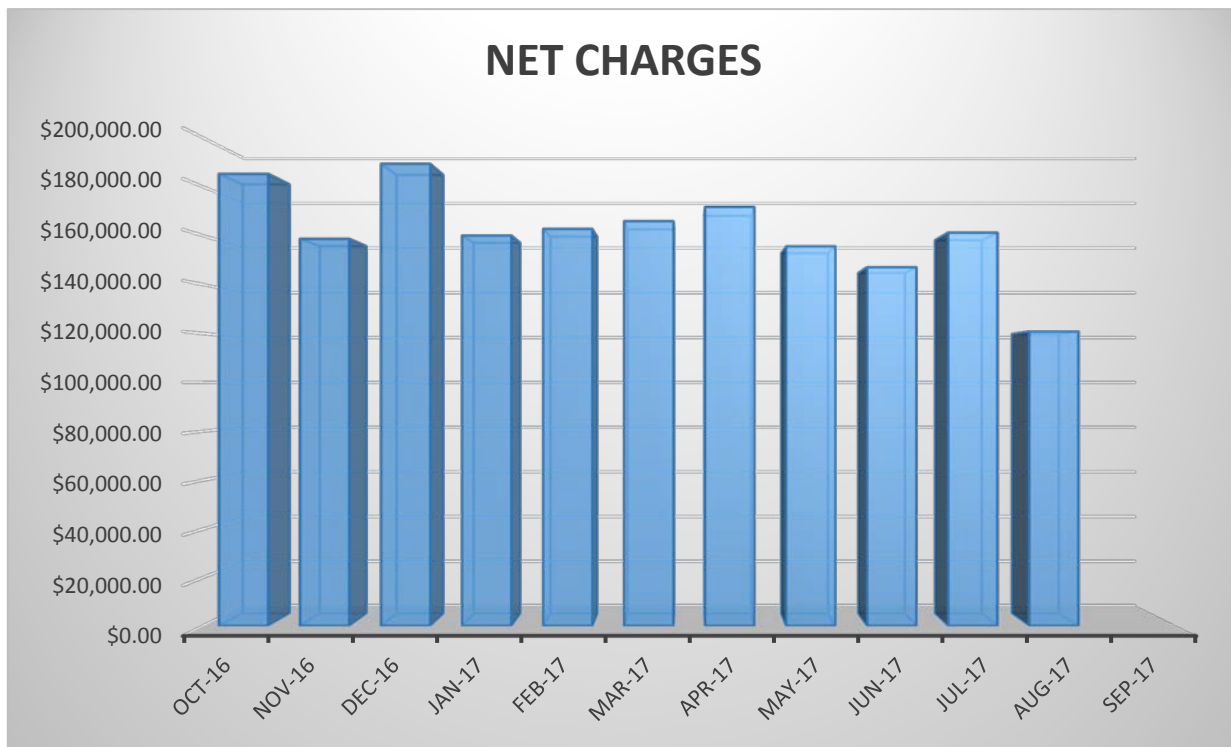
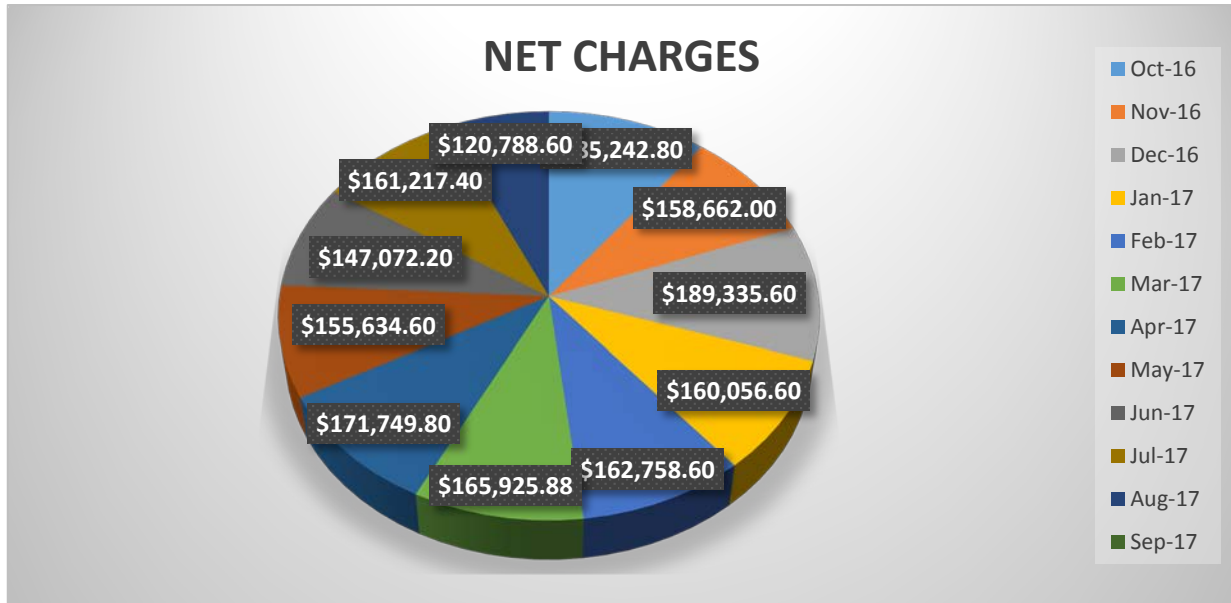
YTD FEES PAID TO INTERMEDIX



YTD RESPONSES - TOTAL CURRENT CHARGES - BILLAGE ACCOUNTS

MONTH	RESPONSES	NET CHARGES	BILLABLE
Oct-16	148	\$185,242.80	123
Nov-16	131	\$158,662.00	106
Dec-16	156	\$189,335.60	125
Jan-17	139	\$160,056.60	105
Feb-17	126	\$162,758.60	107
Mar-17	122	\$165,925.88	110
Apr-17	126	\$171,749.80	115
May-17	118	\$155,634.60	105
Jun-17	110	\$147,072.20	98
Jul-17	118	\$161,217.40	106
Aug-17	96	\$120,788.60	80
Sep-17			
YTD TOTALS	1390	\$1,778,444.08	1180





City of La Marque

Fire Department

Month: August 1st to August
31st
Year: 2017

	<i>Current Month: 08/01/17 to 08/31/17</i>	<i>Current Month Previous Year: 08/01/16 to 08/31/16</i>	<i>Previous Month: 07/01/17 to 07/30/17</i>	<i>Fiscal Year to Date: 2016-2017</i>	<i>Previous Year to Date: 2015-2016</i>
<i>Fires-</i>	10	3	6	65	60
<i>Overpressures/ Explosions-</i>	0	0	0	1	0
<i>Rescue and EMS-</i>	179	166	169	1924	1776
<i>Haz-Mat-</i>	29	8	12	112	61
<i>Good Intent-</i>	15	17	12	130	144
<i>False Alarm-</i>	14	15	8	111	106
<i>Mutual Aid Received from(FIRE)-Texas City-</i>	2				
<i>Mutual Aid Given to (FIRE)- Texas City-</i>	0				
<i>Mutual Aid Received from(EMS)- Texas City-</i>	18				
<i>Mutual Aid Given to(EMS)- Texas City-</i>	4				
<i>Mutual Aid Received from(FIRE)-Bayou Vista-</i>	0				
<i>Mutual Aid Given to(FIRE)- Bayou Vista-</i>	0				
<i>Mutual Aid Received from (EMS)-Bayou Vista-</i>	0				
<i>Mutual Aid Given to (EMS)-Bayou Vista-</i>	0				
<i>Mutual Aid Rec'd (FIRE)-Galv. Fire-</i>	0				
<i>Mutual Aid Given to (FIRE)- Galv. Fire-</i>	0				
<i>Mutual Aid Rec'd (EMS)-Galv. EMS</i>	1				
<i>Mutual Aid Given to (EMS)-Galv. EMS</i>	2				
<i>Mutual Aid Rec. from(FIRE)Hitchcock</i>	0				
<i>Mutual Aid Given to (FIRE) – Hitchcock</i>	0				
<i>Mutual Aid Rec. (EMS) – Hitchcock</i>	1				
<i>Mutual Aid Given (EMS)-Hitchcock</i>	3				
<i>Mutual Aid Given to (EMS) – All Others</i>	1				
<i>Mutual Aid Received to (EMS) – All Others</i>	1				
<i>Mutual Aid Given (FIRE)- All Others-</i>	0				
<i>Mutual Aid Received from(FIRE)- All Others-</i>	0				
All others= Dickinson, Life Flight, PHI, Tiki Island, San Leon, Santa Fe, etc...					

Statistical data is not empirical due to unavailability of data from surrounding jurisdictions and/or technology failures with reporting software programs resultant from Hurricane Harvey.

EMS CALL STATISTICS FY 2016-2017

La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH

Month	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Encounters	147	131	156	139	126	122	126	118	110	112	96	
Transports	116	108	123	122	110	105	110	96	90	94	79	
Aeromedical	0	0	0	0	0	0	0	0	0	0	0	
Dead On Scene	6	1	3	1	3	4	3	5	7	4	0	
Refusals	25	22	30	16	17	13	13	17	13	14	17	

RESPONSE TIMES PER MONTH (minutes)

Unit Status	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Dispatch - Location	5	6	6	5	5	5	5	5	5	5	5	
Location - To Hospital	16	16	15	14	14	14	14	14	14	15	15	
To Hospital - At Hospital	8	8	7	8	7	8	7	7	8	9	7	
At Hospital - In Service	28	28	27	27	25	27	28	26	23	26	24	
Location - At Hospital	21	22	21	21	21	23	22	21	23	24	23	
Dispatch - At Hospital	26	28	27	27	27	29	28	27	28	30	29	
Dispatch - In Service	50	52	49	52	48	52	52	51	49	53	48	

Statistical data is not empirical due to unavailability of data from surrounding jurisdictions and/or technology failures with reporting software programs resultant from Hurricane Harvey.

CALL STATISTICS 2017
La Marque Fire/Rescue

PATIENT TRANSPORTS BY RECEIVING FACILITY													
Facility Code	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
CStJoseph	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MD	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
WomenTx	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MHSE	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
UTMBHosp	4 3%	4 3%	0 0%	4 3%	8 8%	3 3%	10 9%	3 3%					36 4%
UTMB	0 0%	0 0%	0 0%	0 0%	0 0%	1 1%	0 0%	1 1%					2 0%
HouMeStJon	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MHPB	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MHCH	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
CLRH	1 0%	3 2%	4 3%	3 2%	5 5%	1 1%	4 3%	2 2%					23 2%
St John	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
SanJac	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MainInd	111 91%	101 93%	99 95%	102 93%	83 86%	84 93%	87 86%	73 92%					740 91%
Bellaire	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Hermann	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
ShrinrBH	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%

St Luke	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
TXChld	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
BayAreaMed	5 4%	0 0%	1 0%	0 0%	0 0%	1 1%	0 0%	0 0%					7 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
TOTAL	121 100%	108 100%	104 100%	109 100%	96 100%	90 100%	101 100%	79 100%					808 100%

PATIENT DISPOSITION BY MONTH													
Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	139	126	122	126	118	110	118	96					955
Transports	122 87%	108 85%	105 86%	110 87%	96 81%	90 81%	100 84%	79 82%					810 84%
Aeromedical	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Dead On Scene	1 0%	1 0%	4 3%	3 2%	5 4%	7 6%	4 3%	0 0%					25 2%
Unfounded	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Refusals	16 11%	17 13%	13 10%	13 10%	17 14%	13 11%	14 11%	17 17%					120 12%

CALLS BY TIME OF DAY													
Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	51 36%	35 27%	39 31%	27 21%	30 25%	25 22%	31 26%	27 28%					265 27%
1200-1759	47 33%	44 34%	42 34%	44 34%	35 29%	34 30%	35 29%	30 31%					311 32%
1800-2359	24 17%	27 21%	26 21%	38 30%	40 33%	34 30%	42 35%	25 26%					256 26%
0000-0559	17 12%	20 15%	15 12%	17 13%	13 11%	17 15%	10 8%	14 14%					123 12%

PATIENT AGE BY MONTH													

Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
<1	0 0%	1 0%	0 0%	0 0%	0 0%	0 0%	1 0%	1 1%					3 0%
1-8	3 2%	4 3%	2 1%	1 0%	3 2%	0 0%	1 0%	2 2%					16 1%
9-12	1 0%	0 0%	3 2%	2 1%	0 0%	0 0%	1 0%	0 0%					7 0%
13-17	1 0%	3 2%	4 3%	0 0%	3 2%	2 1%	6 5%	0 0%					19 2%
18-25	12 8%	3 2%	6 4%	5 3%	9 7%	6 5%	7 5%	10 10%					58 6%
26-50	43 31%	32 25%	33 27%	35 27%	37 31%	36 33%	33 27%	21 21%					270 28%
51-75	50 36%	51 40%	45 36%	55 43%	47 39%	49 44%	53 44%	49 51%					399 42%
76-100	26 19%	30 24%	29 23%	27 21%	19 16%	15 13%	16 13%	13 13%					175 18%
>100	0 0%	1 0%	0 0%	1 0%	0 0%	1 0%	0 0%	0 0%					3 0%

DISPATCHED CALL TYPES PER MONTH													
Call Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
	0 0%	4 3%	7 5%	5 3%	4 3%	6 5%	4 3%	9 9%					39 4%
Abd Pain	3 2%	0 0%	5 4%	4 3%	3 2%	4 3%	1 0%	5 5%					25 2%
Air Medical Transpor	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Allergic Rx	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	1 0%	1 1%					3 0%
Animal Bite	0 0%	0 0%	1 0%	2 1%	1 0%	0 0%	0 0%	1 1%					5 0%
Assault	0 0%	2 1%	2 1%	0 0%	0 0%	6 5%	3 2%	0 0%					13 1%
Auto Ped	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%

Automated Crash Noti	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Back Pain	1 0%	2 1%	2 1%	1 0%	1 0%	1 0%	1 0%	1 1%					10 1%
Burns	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%					1 0%
CO Poison	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
CPR	1 0%	1 0%	2 1%	1 0%	4 3%	3 2%	1 0%	1 1%					14 1%
Cardiac	18 12 %	2 1%	0 0%	1 0%	0 0%	0 0%	1 0%	2 2%					24 2%
Chest Pain (Non Trau	2 1%	10 7%	8 6%	11 8%	6 5%	12 10 %	18 15 %	9 9%					76 7%
Childbirth	1 0%	2 1%	0 0%	0 0%	0 0%	0 0%	0 0%	1 1%					4 0%
Choking	1 0%	0 0%	1 0%	1 0%	1 0%	1 0%	0 0%	0 0%					5 0%
DOS	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Diabetic	7 5%	5 3%	7 5%	3 2%	5 4%	6 5%	7 5%	1 1%					41 4%
Drowning	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Electrocution	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Eye Injury	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Falls	9 6%	8 6%	7 5%	15 11%	13 11%	9 8%	7 5%	10 10%					78 8%
Fire	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Fire/Hazmat	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
GSW/Stab	0 0%	0 0%	2 1%	0 0%	2 1%	1 0%	0 0%	1 1%					6 0%
Headache	0 0%	2 1%	3 2%	0 0%	1 0%	0 0%	1 0%	1 1%					8 0%

Healthcare Professio	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Heat/Cold	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Hemorrhage	2 1%	2 1%	1 0%	1 0%	0 0%	0 0%	1 0%	0 0%					7 0%
Ind Accident	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
MVA	11 7%	11 8%	5 4%	15 11%	12 10%	3 2%	13 11%	6 6%					76 7%
Medical	34 24%	32 25%	26 21%	31 24%	27 22%	22 20%	17 14%	20 20%					209 21%
Medical Alarm	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
No Other Appropriate	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Other	7 5%	3 2%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					10 1%
Overdose	5 3%	2 1%	3 2%	0 0%	0 0%	0 0%	1 0%	1 1%					12 1%
Pandemic/Epidemic/O u	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Person Down	0 0%	2 1%	3 2%	1 0%	2 1%	5 4%	3 2%	2 2%					18 1%
Psych	2 1%	1 0%	0 0%	0 0%	1 0%	0 0%	0 0%	1 1%					5 0%
Respiratory	11 7%	13 10%	17 13%	16 12%	15 12%	16 14%	13 11%	8 8%					109 11%
Seizures	9 6%	12 9%	7 5%	3 2%	5 4%	5 4%	6 5%	4 4%					51 5%
Service Call	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Standby	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%
Stroke	1 0%	0 0%	2 1%	2 1%	4 3%	1 0%	4 3%	4 4%					18 1%
Transfer/Interfacili	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					0 0%

Trauma	4 2%	2 1%	3 2%	4 3%	1 0%	3 2%	2 1%	1 1%					20 2%
Unconscious	10 7%	6 4%	8 6%	9 7%	10 8%	5 4%	12 10%	6 6%					66 6%
Unknown	0 0%	2 1%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%					2 0%

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

RESPONSE TIMES PER MONTH (minutes)													
Unit Status	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Dispatch - Location	5	5	5	5	5	5	5	5					5

Location - To Hospital	14	14	14	14	14	14	15	15					14
To Hospital - At Hospital	8	7	8	8	7	8	9	7					8
At Hospital - In Service	28	25	27	27	26	23	25	24					26
Location - At Hospital	21	21	23	22	21	23	24	23					22
Dispatch - At Hospital	27	27	29	27	27	28	30	29					28
Dispatch - In Service	52	48	52	52	51	49	52	48					50

LAMARQUE

Incident Type Report (Summary)

Alarm Date Between {08/01/2017} And {08/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	0.74%	\$8,000	30.07%
113 Cooking fire, confined to container	2	0.74%	\$2,000	7.51%
131 Passenger vehicle fire	3	1.12%	\$16,600	62.40%
143 Grass fire	1	0.37%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.37%	\$0	0.00%
162 Outside equipment fire	1	0.37%	\$0	0.00%
	10	3.74%	\$26,600	100.00%
3 Rescue & Emergency Medical Service Incident				
320 Emergency medical service, other	20	7.49%	\$0	0.00%
321 EMS call, excluding vehicle accident with	138	51.68%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.99%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.37%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	13	4.86%	\$0	0.00%
	180	67.41%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.37%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	0.74%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	4	1.49%	\$0	0.00%
444 Power line down	12	4.49%	\$0	0.00%
445 Arcing, shorted electrical equipment	10	3.74%	\$0	0.00%
	29	10.86%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	0.74%	\$0	0.00%
510 Person in distress, Other	4	1.49%	\$0	0.00%
550 Public service assistance, Other	4	1.49%	\$0	0.00%
551 Assist police or other governmental agency	2	0.74%	\$0	0.00%
553 Public service	1	0.37%	\$0	0.00%
554 Assist invalid	4	1.49%	\$0	0.00%
	17	6.36%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	2	0.74%	\$0	0.00%
611 Dispatched & cancelled en route	9	3.37%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.37%	\$0	0.00%

LAMARQUE**Incident Type Report (Summary)****Alarm Date Between {08/01/2017} And {08/31/2017}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
651 Smoke scare, odor of smoke	3	1.12%	\$0	0.00%
	<u>15</u>	<u>5.61%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	8	2.99%	\$0	0.00%
730 System malfunction, Other	1	0.37%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.37%	\$0	0.00%
744 Detector activation, no fire -	3	1.12%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.37%	\$0	0.00%
	<u>14</u>	<u>5.24%</u>	<u>\$0</u>	<u>0.00%</u>
9 Special Incident Type				
900 Special type of incident, Other	2	0.74%	\$0	0.00%
	<u>2</u>	<u>0.74%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 267**Total Est Loss:****\$26,600**

LAMARQUE

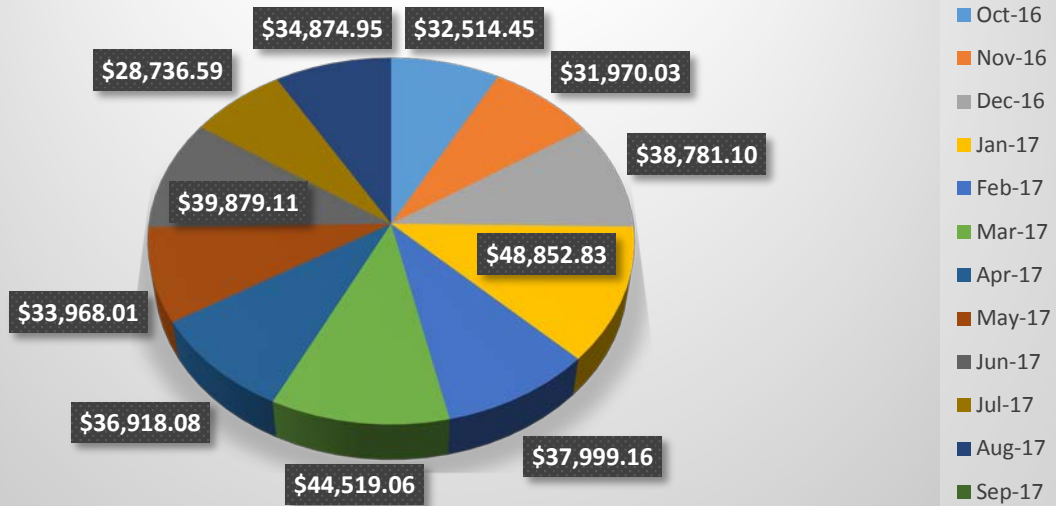
Unit Response Time Analysis

Alarm Date Between {08/01/2017} And {08/31/2017}

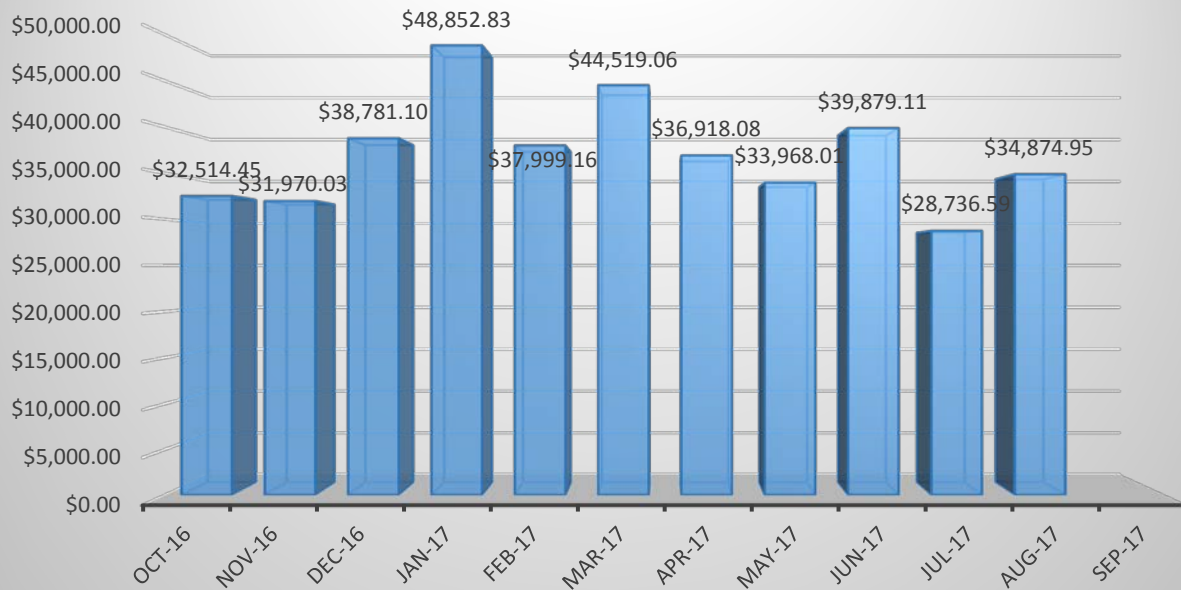
Response		Count	Percentage
Hrs	Mins		
	< 01	23	6.4 %
	01	14	3.8 %
	02	23	6.4 %
	03	43	11.9 %
	04	40	11.1 %
	05	57	15.8 %
	06	28	7.7 %
	07	49	13.6 %
	08	24	6.6 %
	09	16	4.4 %
	10	15	4.1 %
	11	10	2.7 %
	12	8	2.2 %
	13	2	0.5 %
	14	2	0.5 %
	16	1	0.2 %
	17	1	0.2 %
	18	1	0.2 %
	30	2	0.5 %

Overall Average Response Time: 00:05:45

NET COLLECTIONS



NET COLLECTIONS



MONTH	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
COLLECTIONS	\$32,514.45	\$31,970.03	\$38,781.10	\$48,852.83	\$37,999.16	\$44,519.06
Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	YTD Total
\$36,918.08	\$33,968.01	\$39,879.11	\$28,736.59	\$34,874.95		\$409,013.37

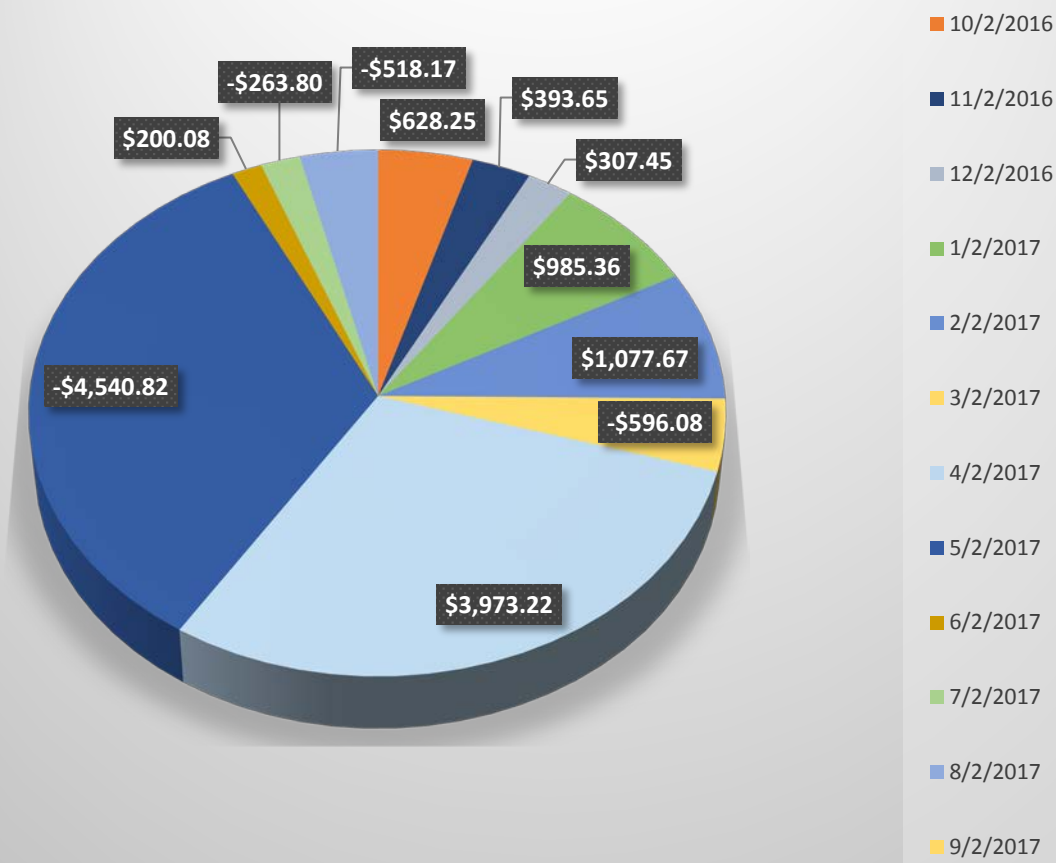
Collection Rate

23%

YTD FEES PAID TO INTERMEDIX

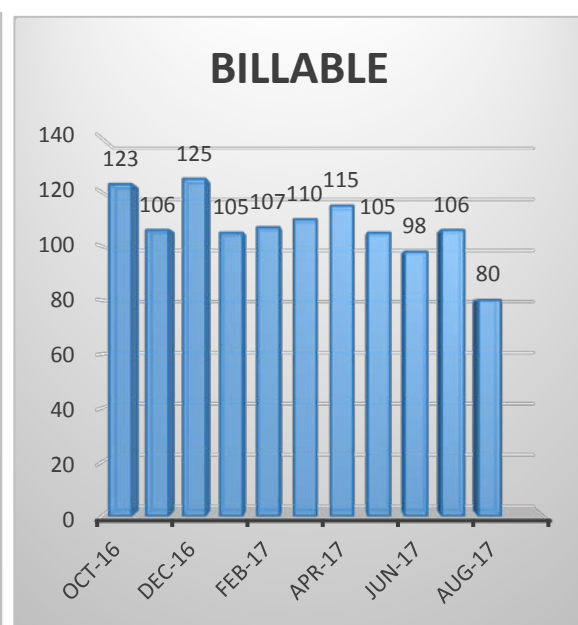
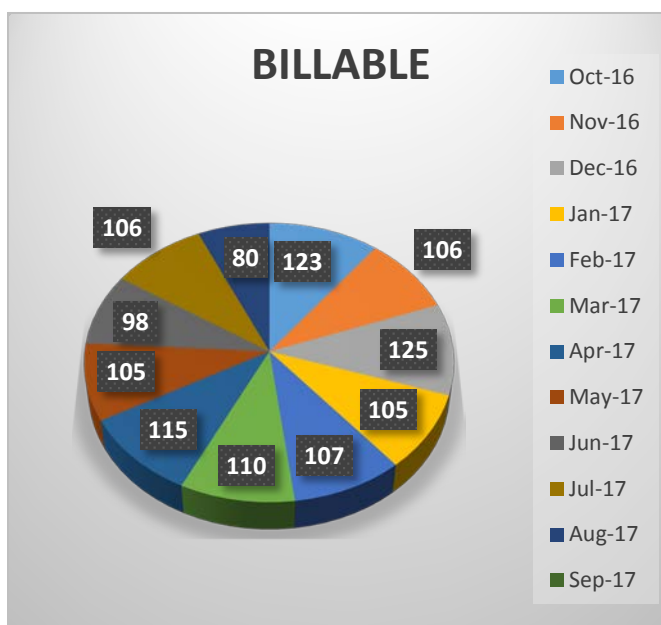
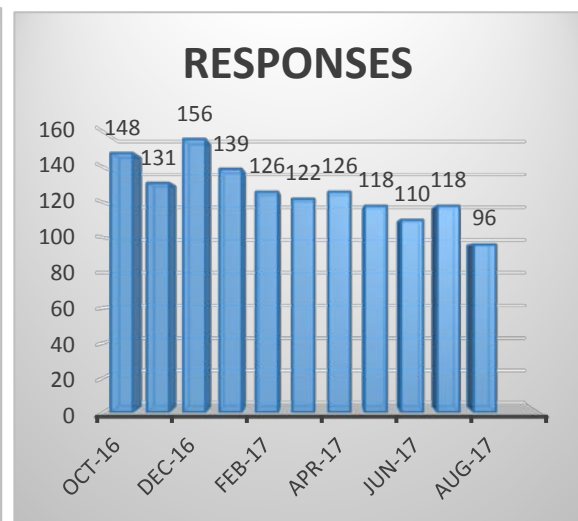
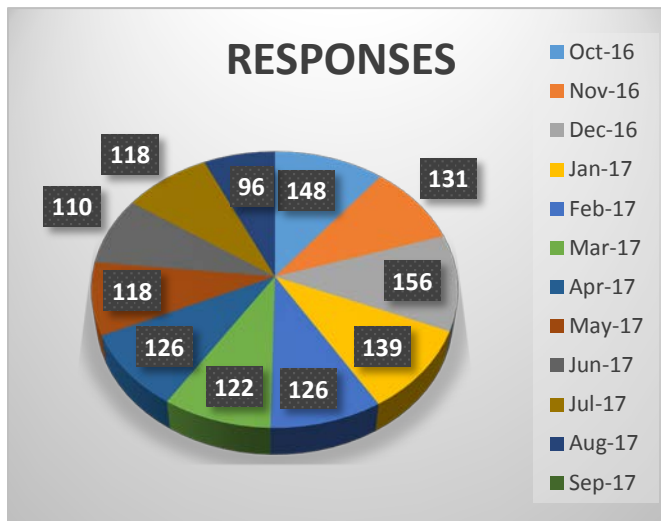
DATE	PAYMENT
10/2/2016	\$628.25
11/2/2016	\$393.65
12/2/2016	\$307.45
1/2/2017	\$985.36
2/2/2017	\$1,077.67
3/2/2017	-\$596.08
4/2/2017	\$3,973.22
5/2/2017	-\$4,540.82
6/2/2017	\$200.08
7/2/2017	-\$263.80
8/2/2017	-\$518.17
9/2/2017	
YTD TOTAL	\$1,646.81
AVERAGE PAYMENT	\$149.71

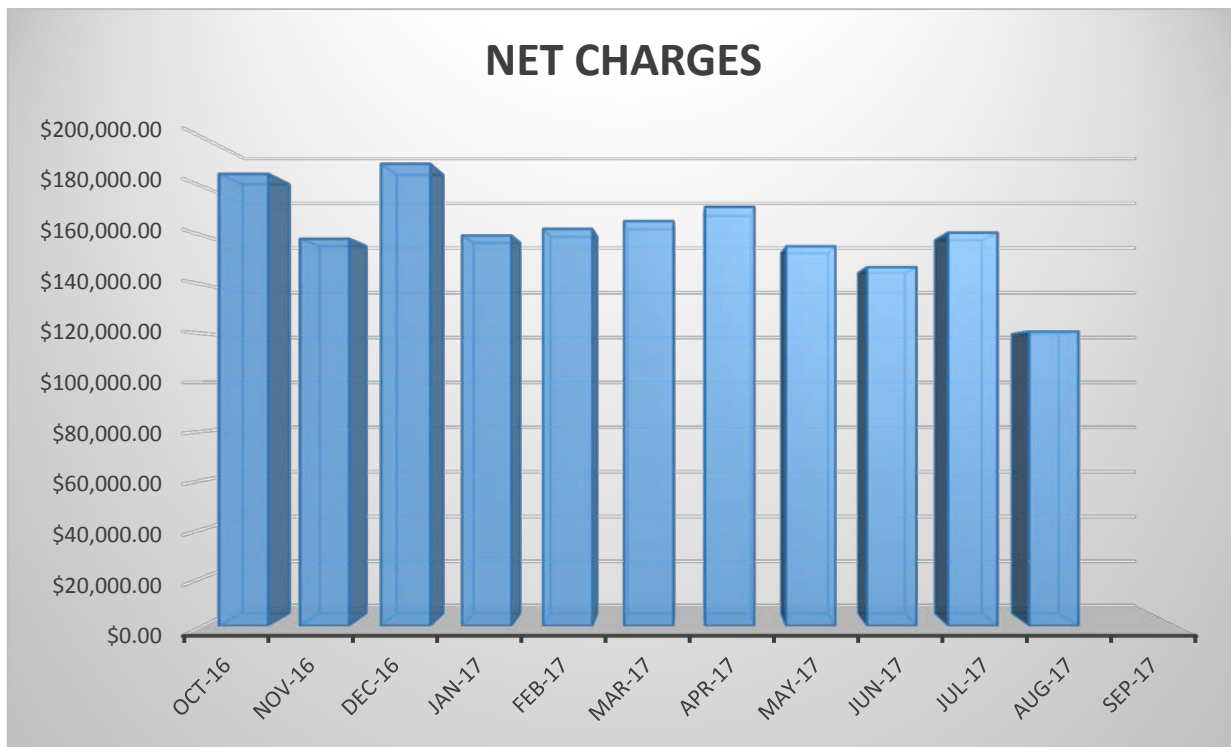
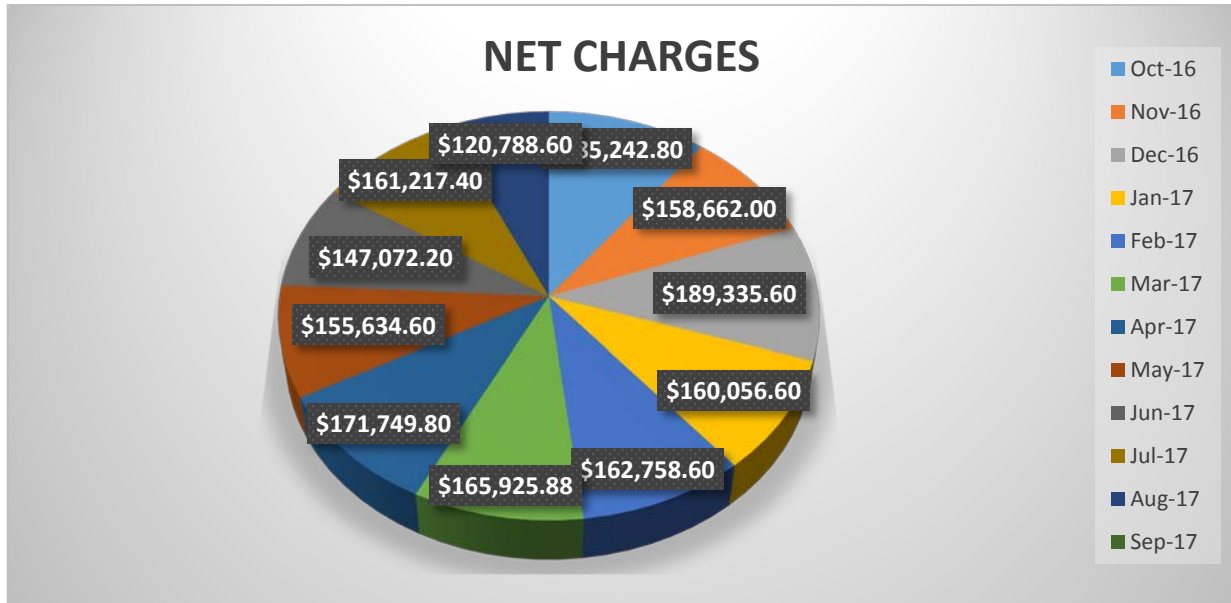
YTD FEES PAID TO INTERMEDIX



YTD RESPONSES - TOTAL CURRENT CHARGES - BILLAGE ACCOUNTS

MONTH	RESPONSES	NET CHARGES	BILLABLE
Oct-16	148	\$185,242.80	123
Nov-16	131	\$158,662.00	106
Dec-16	156	\$189,335.60	125
Jan-17	139	\$160,056.60	105
Feb-17	126	\$162,758.60	107
Mar-17	122	\$165,925.88	110
Apr-17	126	\$171,749.80	115
May-17	118	\$155,634.60	105
Jun-17	110	\$147,072.20	98
Jul-17	118	\$161,217.40	106
Aug-17	96	\$120,788.60	80
Sep-17			
YTD TOTALS	1390	\$1,778,444.08	1180





City of La Marque

Fire Department

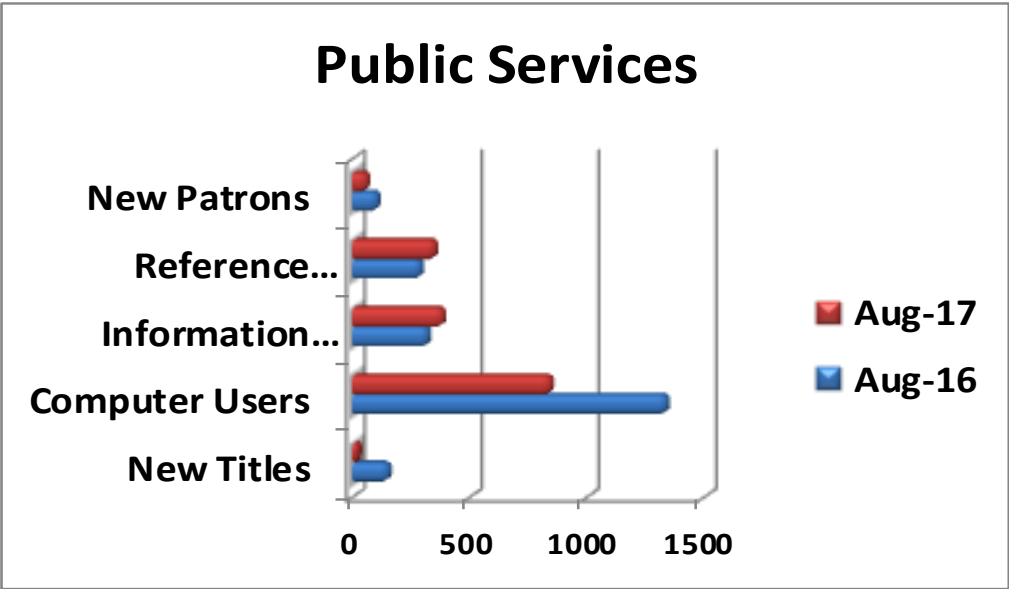
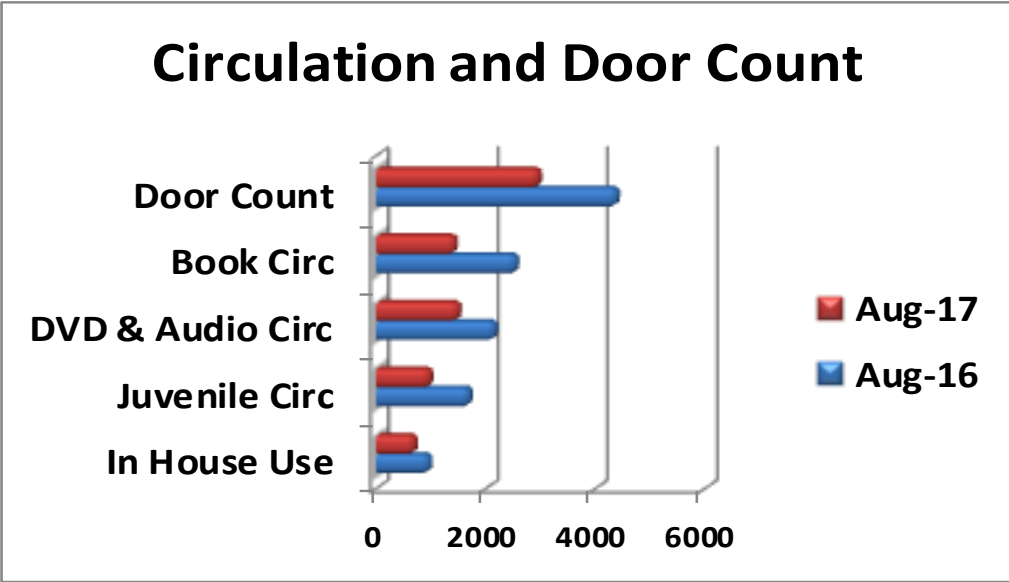
Month: September 1st to
September 30th
Year: 2017

	<i>Current Month: 09/01/17 to 0/30/17</i>	<i>Current Month Previous Year: 09/01/16 to 09/30/16</i>	<i>Previous Month: 08/01/17 to 08/31/17</i>	<i>Fiscal Year to Date: 2016-2017</i>	<i>Previous Year to Date: 2015-2016</i>
<i>Fires-</i>	7	6	10	72	66
<i>Overpressures/ Explosions-</i>	0	0	1	1	0
<i>Rescue and EMS-</i>	181	155	179	2105	1931
<i>Haz-Mat-</i>	13	9	29	125	70
<i>Good Intent-</i>	15	11	15	145	155
<i>False Alarm-</i>	9	16	14	120	122
<i>Mutual Aid Received from(FIRE)-Texas City-</i>	1				
<i>Mutual Aid Given to (FIRE)- Texas City-</i>	0				
<i>Mutual Aid Received from(EMS)- Texas City-</i>	27				
<i>Mutual Aid Given to(EMS)- Texas City-</i>	2				
<i>Mutual Aid Received from(FIRE)-Bayou Vista-</i>	0				
<i>Mutual Aid Given to(FIRE)- Bayou Vista-</i>	0				
<i>Mutual Aid Received from (EMS)-Bayou Vista-</i>	0				
<i>Mutual Aid Given to (EMS)-Bayou Vista-</i>	2				
<i>Mutual Aid Rec'd (FIRE)-Galv. Fire-</i>	0				
<i>Mutual Aid Given to (FIRE)- Galv. Fire-</i>	0				
<i>Mutual Aid Rec'd (EMS)-Galv. EMS</i>	6				
<i>Mutual Aid Given to (EMS)-Galv. EMS</i>	2				
<i>Mutual Aid Rec. from(FIRE)Hitchcock</i>	0				
<i>Mutual Aid Given to (FIRE) – Hitchcock</i>	0				
<i>Mutual Aid Rec. (EMS) – Hitchcock</i>	0				
<i>Mutual Aid Given (EMS)-Hitchcock</i>	1				
<i>Mutual Aid Given to (EMS) – All Others</i>	0				
<i>Mutual Aid Received to (EMS) – All Others</i>	0				
<i>Mutual Aid Given (FIRE)- All Others-</i>	1				
<i>Mutual Aid Received from(FIRE)- All Others-</i>	0				
All others= Dickinson, Life Flight, PHI, Tiki Island, San Leon, Santa Fe, etc...					

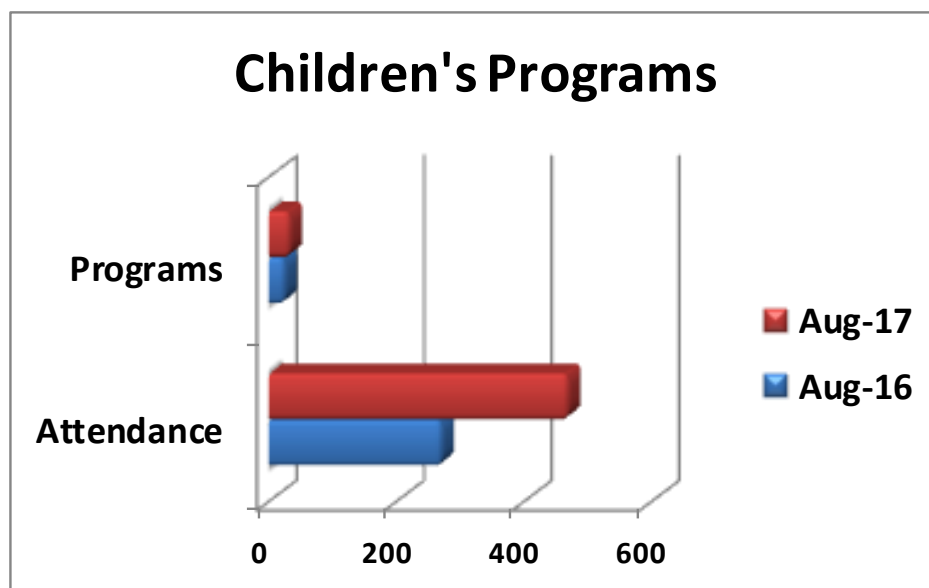
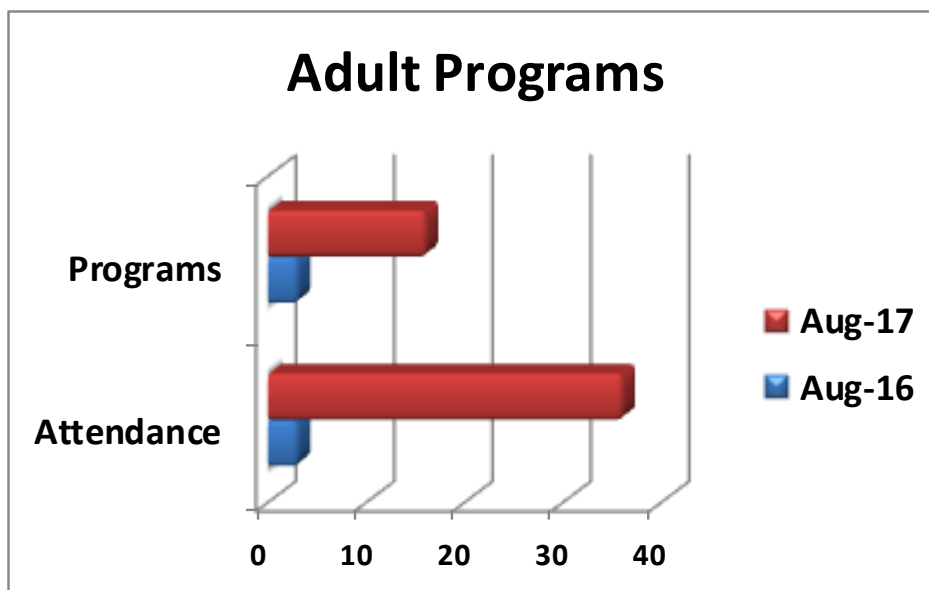
Statistical data is not empirical due to unavailability of data from surrounding jurisdictions and/or technology failures with reporting software programs resultant from Hurricane Harvey.

LIBRARY DEPARTMENT

La Marque Public Library
August Statistics
2016—2017 Comparisons



La Marque Public Library
August Statistics
2016—2017 Comparisons



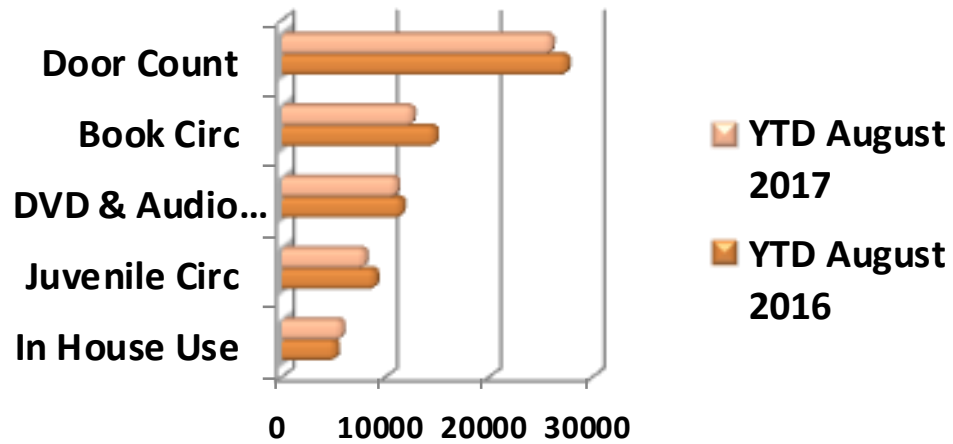
La Marque Public Library

August Statistics

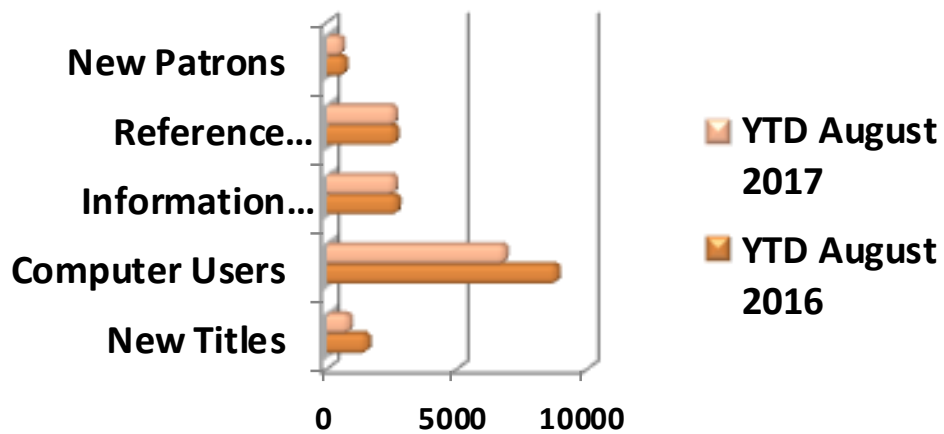
2016—2017 Year to Date

Comparisons

Circulation and Door Count



Public Services

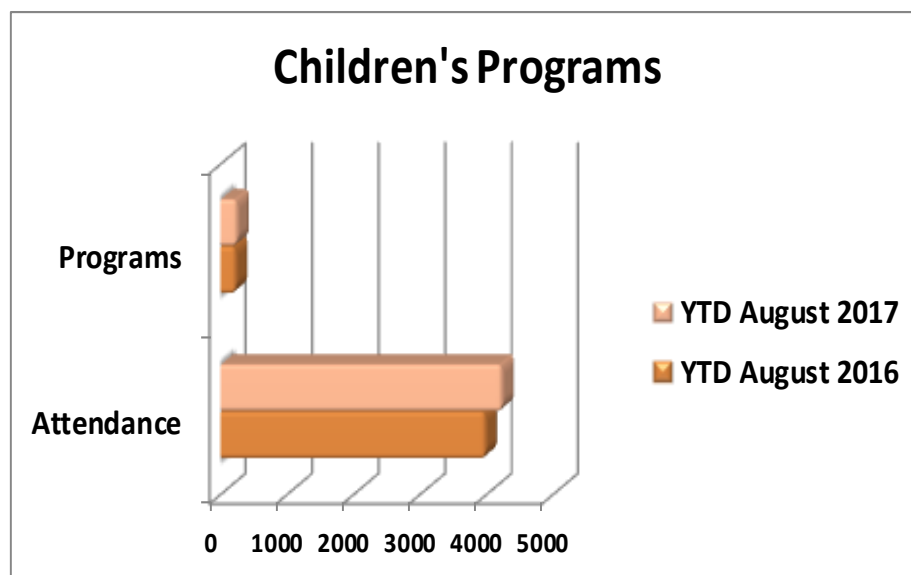
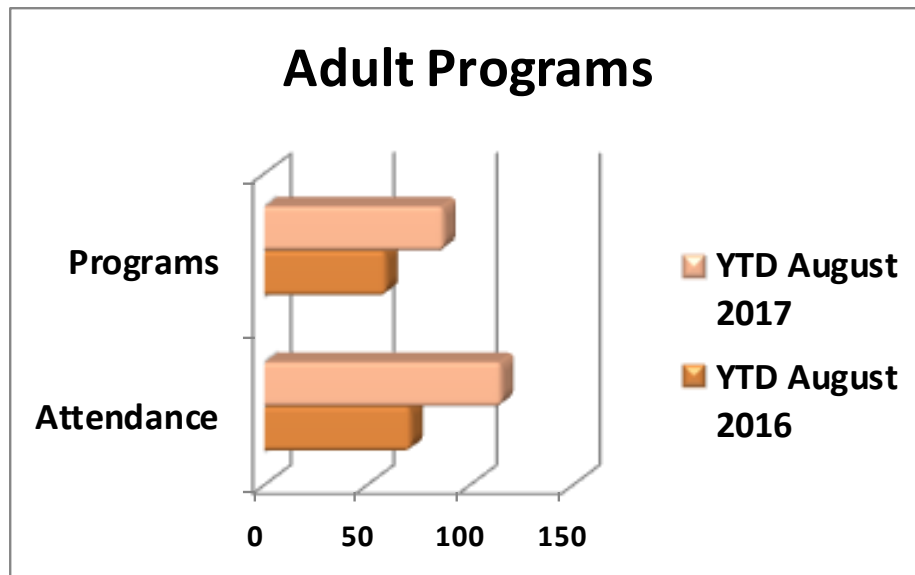


La Marque Public Library

August Statistics

2016—2017 Year to Date

Comparisons



La Marque Public Library

Report for July 29th – August 30th



Mission: La Marque Public Library provides materials and services to help community residents obtain information to meet their personal, educational and professional needs. Special emphasis is placed on supporting students at all academic levels and stimulating the minds of young children in reading and learning. "The Library serves as a learning and educational center for all residents of the community." (ALA Planning and Role Setting for Public Libraries, 43)

The library is open 39 hours a week.

There were **2,953** visitors this month.

Customers saved **\$45,775** by checking out items at La Marque Public Library.

Staff added **20** new items to the collection this month.

The library issued **59** new cards.

Circulation Statistics

Print and eBooks	1,419
Audiobooks	28
DVDs	1,459
Total Circulation	2,953
Interlibrary Loans	27

Computer Use

Total logins	843
Total computer time	562 hours
Online catalog searches	896

Customers typically use library computers for job searches, completing applications, writing resumes, checking email, doing homework and accessing personal documents such as bank statements, tax and legal forms and proof of insurance. At the end of this reporting period, many customers used library computers to apply for FEMA, file insurance claims and stay in touch with family following Hurricane Harvey.

Reference

Reference questions	350
Information requests	384

Volunteers

Hours worked	151 hours
---------------------	------------------

Volunteers helped clean DVDs, shelved and straightened returned books and assisted with program preparation and clean up.

Programming

• Adult programs	16
• Attendance	36
• Children's programs	32
• Attendance	468
• YA programs	0
• Attendance	0

Meetings and Continuing Education

- Amy Miller attended the monthly meeting of Galveston County Library Directors at Friendswood Public Library on August 8.
- Amy was the guest presenter at the monthly meeting of La Marque Garden Club on August 10. She shared information about library programs, services and resources that would be of interest to the club. Since that time, she has been working with newly elected club officers on computer basics by appointment at the library.
- Amy participated in the Goal Setting Workshop for the Management Connection on August 21 with other City of La Marque directors.

Library Happenings

- The library wrapped another successful Summer Reading Program this reporting period. The theme, *Build a Better World*, had readers of all ages participating in a reading challenge, food drive and a variety of educational activities. Over 200 children registered for this year's program including 57 participants from local daycares. The totals of hours spent reading is still being calculated, but one of our members read over 80 hours and earned 8 free books.
- The largest program attendance was for Texas A&M's Chemistry Roadshow. They put on a performance at the Fire Department and inspired many future scientists.
- As part of the Summer Reading Program, Youth Services Librarian, Terri Walker, visited 4 area daycares bi-weekly. Two of the daycares she frequented also attended programs at the library several times during the summer.
- Forty-eight attended the library's End of Summer Construction Party on July 29. The party was made extra special with the support of Home Depot and City of La Marque Public Works Department. Partygoers got to see a demonstration of the City's Gradall truck in action while Home Depot provided snow cones, cotton candy and a boat craft.
- La Marque Library participated in the Police Department's Back to School Bash on August 14. At the program, Amy visited with attendees about library resources available to help students.
- Library staff and Friends of La Marque Library hosted an Italian dinner honoring our volunteers. The dinner was held after hours on August 16.
- Terri Walker planned and organized a Back to School Resource Fair. She made arrangements with 13 agencies to come to the library and share information about services for students and families. Unfortunately, the Resource Fair was cancelled due to weather. We hope to reschedule this event at a later time.

La Marque Public Library

Report for August 31st - September 28th



Mission: La Marque Public Library provides materials and services to help community residents obtain information to meet their personal, educational and professional needs. Special emphasis is placed on supporting students at all academic levels and stimulating the minds of young children in reading and learning. "The Library serves as a learning and educational center for all residents of the community." (ALA Planning and Role Setting for Public Libraries, 43)

The library is open 39 hours a week.

There were **2,742** visitors this month.

Customers saved **\$34,070** by checking out items at La Marque Public Library.

Staff added **89** new items to the collection this month.

The library issued **43** new cards.

Circulation Statistics

Print and eBooks	1,172
Audiobooks	27
DVDs	1,017
Total Circulation	2,216
Interlibrary Loans	21

Computer Use

Total logins	940
Total computer time	750 hours
Online catalog searches	783

Customers typically use library computers for job searches, completing applications, writing resumes, checking email, doing homework and accessing personal documents such as bank statements, tax and legal forms and proof of insurance.

Reference

Reference questions	282
Information requests	320

Volunteers

Hours worked	96 hours
---------------------	-----------------

Volunteers helped clean DVDs, shelved and straightened returned books and assisted with program preparation and clean up.

Programming

- | | |
|------------------------------|------------|
| • Adult programs | 14 |
| • Attendance | 12 |
| • Children's programs | 33 |
| • Attendance | 228 |
| • YA programs | 1 |
| • Attendance | 5 |
-

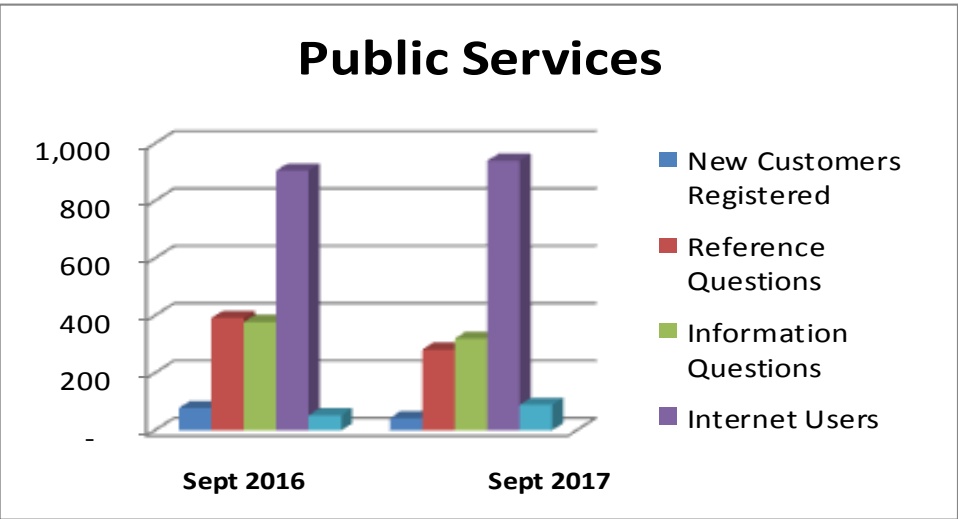
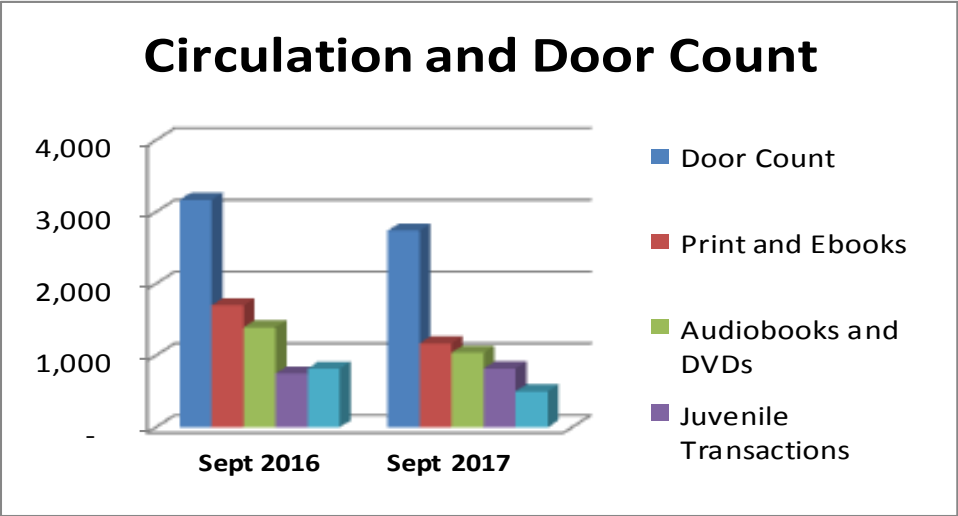
Meetings and Continuing Education

- Amy Miller spoke at the La Marque Lions Club meeting on September 12 and shared how the Library and the La Marque community would benefit from additional seating in Walter Feigel Park. Lions Club agreed to donate two benches.
- Amy attended the monthly meeting of Galveston County Library Directors at Dickinson Public Library on September 12.
- Amy participated in a webinar called *Excel Features for Government Employees* through the American Management Association.

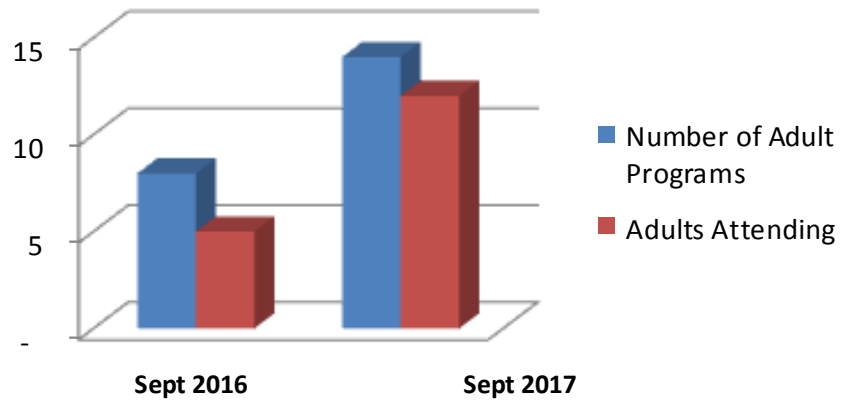
Library Happenings

- The Library partnered with Gulf Coast Center for *Homework Without Tears* on September 12. The presenter shared techniques for time management and methods of reducing distractions when working on school assignments.
- For the third year, La Marque Library celebrated International Talk Like a Pirate Day!
- In response to several requests from customers, the Library is now offering a weekly adult literacy class where adults can practice their reading skills. This program is being led by one of our regular volunteers.
- Staff continues to see many new customers as those in our community who were displaced or otherwise affected by Hurricane Harvey rely on the library for Internet access and assistance with insurance, FEMA and Red Cross applications.
- Amy and Terri met with Thema Jones, Librarian at La Marque Middle School, on September 28 to discuss ways La Marque Library could partner with them on resource sharing. La Marque Middle School was heavily damaged during the storm, leaving students temporarily without adequate access to age appropriate books.

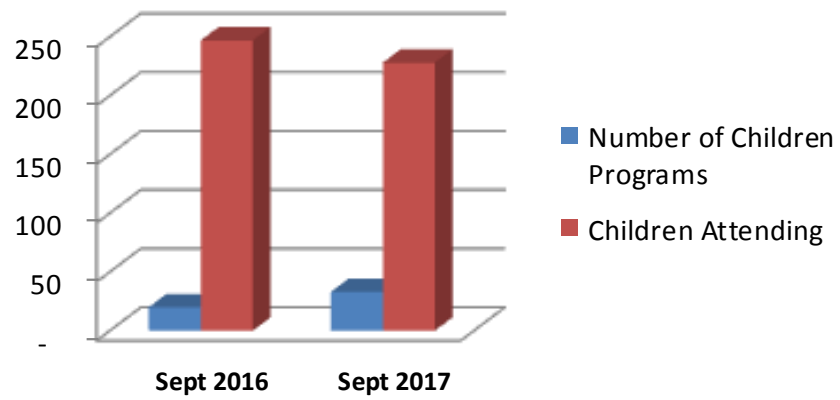
La Marque Public Library
September Statistics
2016/2017 Comparisons



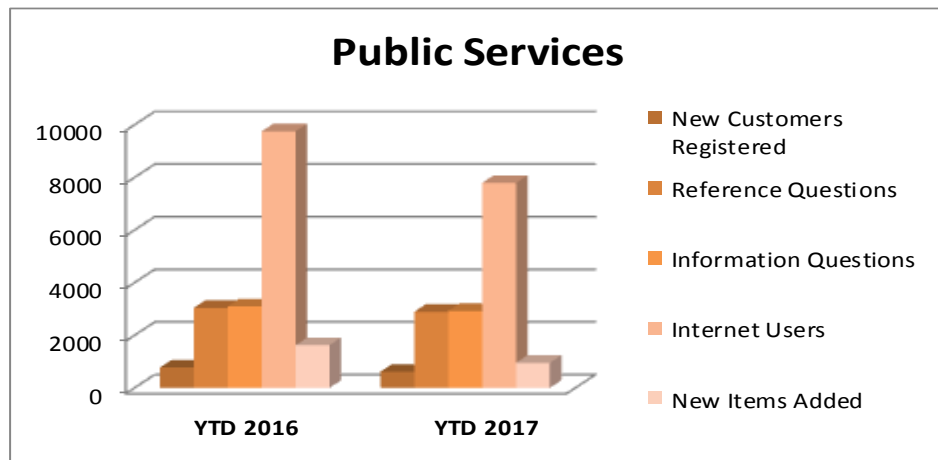
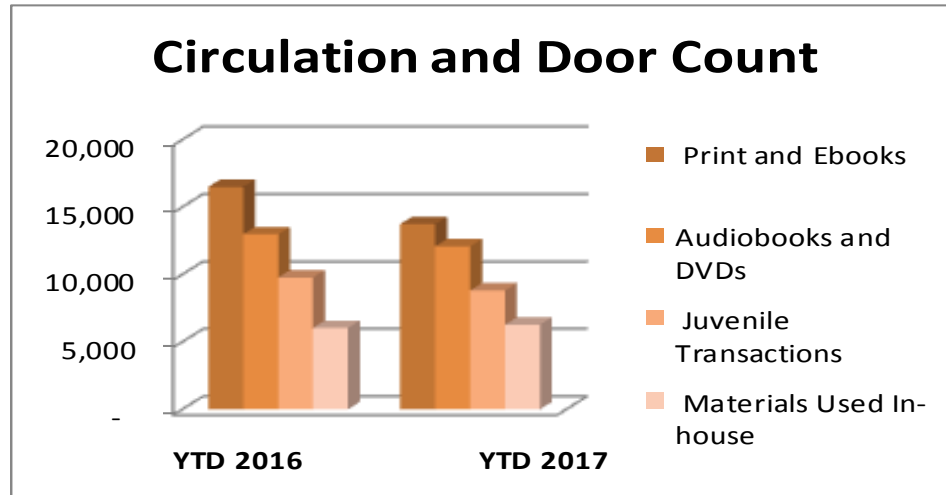
Adult Programs

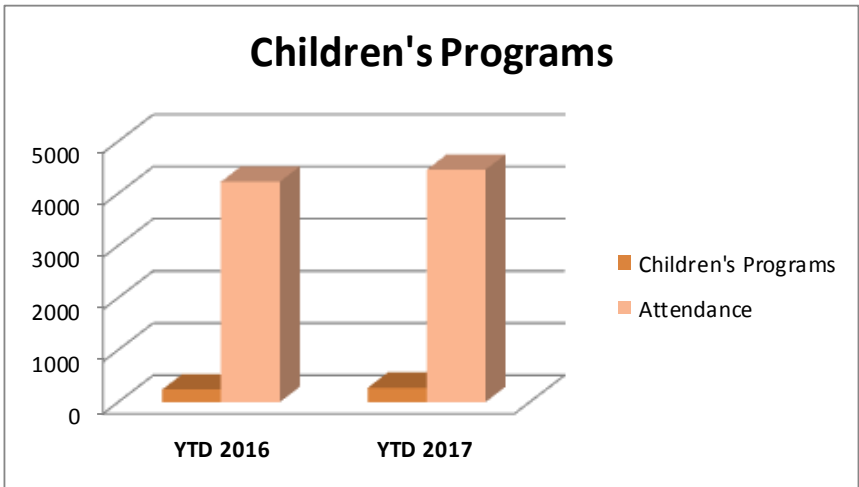
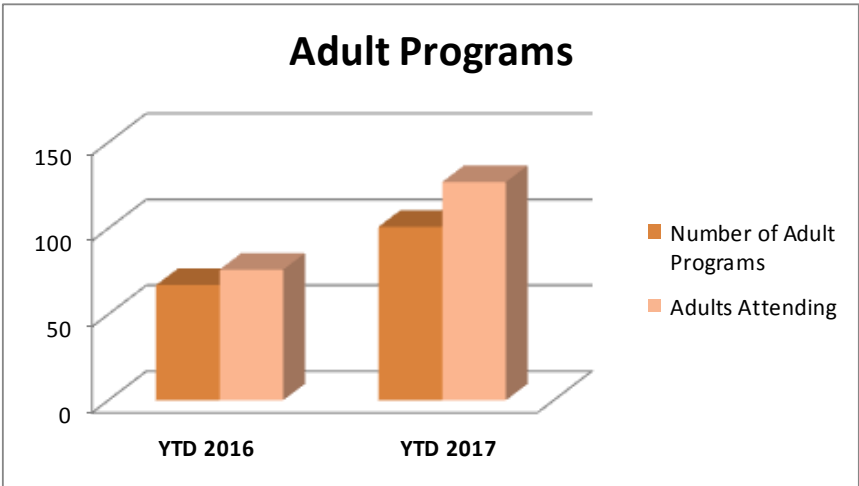


Children's Programs



La Marque Public Library
September Statistics
Year-to-Date Comparisons





MONTH-TO-YEAR
La Marque Public Library

	MONTHLY TOTALS			YEAR TO DATE TOTALS		
Description	August 2016	August 2017	%Change 2016 vs 2017	August 2016 Previous Year	August 2017 Current Year	% Change 2016 vs 2017
DOOR COUNT	4,374	2,953	-32%	27,497	26,000	-5%
CIRCULATION						
Print Materials	2,537	1,419	-44%	14,807	12,576	-15%
Non-Print Materials	2,154	1,487	-31%	11,590	11,046	-5%
Juvenile Transactions	1,689	970	-43%	9,032	7,991	-12%
Materials Used In-house	954	688	-28%	5,218	5,778	11%
PUBLIC SERVICES						
New Patrons Registered	104	59	-43%	696	570	-18%
Reference Questions Answered	289	350	21%	2,651	2,610	-2%
Information Questions Answered	320	384	20%	2,718	2,607	-4%
Computer Users	1,337	843	-37%	8,844	6,848	-23%
New Titles Added	151	20	-87%	1,569	864	-45%
PROGRAM ATTENDANCE						
Number of Adult Programs	3	16	433%	59	87	47%
Adults Attending	3	36	1100%	71	115	62%
Number of Teen Programs	2	-	0%	9	4	-4%
Teens Attending	0	-	#DIV/0!	12	40	70%
Number of Children Programs	24	32	33%	222	244	10%
Children Attending	270	468	73%	3,978	4,228	6%
Volunteer Hours	54	151	180%	211	1,012	380%
Inter-Library Loan Requests	33	12	-64%	196	219	12%

MONTH-TO-YEAR
La Marque Public Library

	MONTHLY TOTALS			YEAR TO DATE TOTALS		
Description	September 2016	September 2017	%Change 2016 vs 2017	September 2016 Previous Year	September 2017 Current Year	% Change 2016 vs 2017
DOOR COUNT	3,172	2,742	-14%	30,669	28,742	-6%
CIRCULATION						
Print and Ebooks	1,701	1,172	-31%	16,508	13,748	-17%
Audiobooks and DVDs	1,396	1,044	-25%	12,986	12,090	-7%
Juvenile Transactions	752	823	9%	9,784	8,814	-10%
Materials Used In-house	820	503	-39%	6,038	6,281	4%
PUBLIC SERVICES						
New Customers Registered	78	43	-45%	774	613	-21%
Reference Questions Answered	392	282	-28%	3,043	2,892	-5%
Information Questions Answered	378	320	-15%	3,096	2,927	-5%
Internet Users	906	940	4%	9,750	7,788	-20%
New Items Added	53	89	68%	1,622	953	-41%
PROGRAM ATTENDANCE						
Number of Adult Programs	8	14	75%	67	101	51%
Adults Attending	5	12	140%	76	127	67%
Number of Teen Programs	0	1	0%	9	5	-3%
Teens Attending	0	5	#DIV/0!	12	45	73%
Number of Children's Programs	20	33	65%	242	277	14%
Children Attending	247	228	-8%	4,225	4,456	5%
Volunteer Hours	35	96	174%	246	1,108	350%
Inter-Library Loan Requests	38	21	-45%	234	240	3%

PUBLIC SERVICES

SEWER

Back-ups

August 17, 2017

GULF BREEZE APARTMENTS:

- Gulf Breeze Apartments are constantly having sewer problems. Public Works replaced 12" sewer main in 2013. The apartments are the only establishment that flows into the Manhole on their property. Below are the objects that City crews have removed from the Manhole. This is devastating to the infrastructure, lift stations/ WWTP. The City has done everything in our power to help them, they need to help themselves.





*Jet machine hose



*Many different objects that should not be in the Cities MH, infrastructure, plant



*Paint throw into the MH from the apartments

PUBLIC SERVICES ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2017/August	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	August
	8/1-8/7	8/8-8/16	8/17-8/24	8/25-8/31	TOTALS	2016
Calls / Customers						
Water Leaks	6	8	8	5	27	29
Sewer Stops	13	9	13	21	56	44
Leak at Meter	1	1	2	1	5	5
Low Pressure / No Water	2	3	1	1	7	12
Dress-Ups	1	1	1	2	5	6
Billing Department	3	12	15	3	33	14
Blue Cart / Trash Pick Up	6	8	5	3	22	9
Co-Compliance	1	0	0	0	1	0
Pot Holes	3	2	1	2	8	15
Street Repair	2	1	2	0	5	2
Driveway Repair	0	1	0	0	1	3
Culverts	5	3	2	1	11	7
Drainage/Mowing	7	9	6	5	27	14
Street Signs	0	0	0	1	1	2
Traffic Lights	0	0	0	8	8	0
Street Light Outage	0	2	0	3	5	2
Street Light Request	0	0	0	0	0	0
Director	1	2	7	5	15	28
PW/Utility Dept Supervisors	4	2	1	1	8	7
City Manager	0	0	0	0	0	0
City Hall Admin Assist.	2	1	1	3	7	0
Human Resource	1	1	3	2	7	1
TOTALS					259	200

PUBLIC SERVICES ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2017/August	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	August
	8/1-8/7	8/8-8/16	8/17-8/24	8/25-8/31	TOTALS	2016
Calls / Customers						
City Clerk	0	0	1	1	2	0
Inspections	0	0	1	1	2	1
Animal Control	0	0	0	0	0	5
Mosquito Spray	0	0	0	0	0	0
Locates	4	1	3	1	9	16
LM's	0	0	11	15	26	11
Customer at Window	7	8	7	13	35	29
Recycling	2	1	3	2	8	0
Community Service	3	3	3	2	11	16
Gas Company	0	0	0	0	0	2
Miscellaneous Calls	13	11	9	10	43	24
TOTALS					136	104



City of La Marque's
Street Department
 Month of August, 2017

	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Drainage	9	9	9	9	9.61	87	87	0
Clearing	5	5	5	5	7	37	37	0
Culvert	4	4	4	4	12	50	50	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
PARKS	18	18	18	18	4.43	80	80	0
Parks	18	18	18	18	4	80	80	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OT
Streets	24	24	24	24	7.40	178	178	0
Miscellaneous Work	3	3	3	3	5	14	14	0
Pothole	2	2	2	2	3	5	5	0
Street Sign	3	3	3	3	9	28	28	0
Weed-Eat/Mowing	16	16	16	16	8	131	131	0
Totals	51	51	51	51	48	345	345	0



City of La Marque's
Utility 22
 Month of August, 2017

	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OI
Sewer	43	42	42	42	1.87	80	80	0
Back-up	33	32	32	32	2	51	51	0
Clean-out Repair	4	4	4	4	1	3	3	0
Locate	2	2	2	2	1	1	1	0
Main Repair	2	2	2	2	8	17	17	0
Service Repair	1	1	1	1	1	1	1	0
Tap	1	1	1	1	7	7	7	0
	Projects Started	Projects Completed	Number of Updates	Projects Updated	Man Hours Avg.	Man Hours Total	Man Hours Total - Regular	Man Hours Total - OI
Water	26	26	26	26	3.88	102	102	0
Leak	13	13	13	13	6	81	81	0
Locate	8	8	8	8	0	3	3	0
Main Repair	1	1	1	1	1	1	1	0
Pressure	3	3	3	3	0	1	1	0
Tap	1	1	1	1	16	16	16	0
Totals	69	68	68	68	43	182	182	0



MONTHLY OPERATIONS REPORT FOR City of La Marque

Aug-17

Billing Date 7/1/17 - 7/31/17

WATER

Total Gallons Pumped from Wells
Total Gallons Received from GCWA
Total Gallons Pumped:
Billed Gallons:
Accountability

July
10,845,000
77,203,000
88,048,000
?
#VALUE!

	<u># Taken</u>	<u>Results</u>
Bacteriological Samples:	15	Good

Water Taps **Y-T-D - 0**

WASTEWATER TREATMENT PLANT AND LIFT STATIONS

Permit # TX0114821
Permit expiration date: October 1, 2019

	Excursion	July
Average daily flow	NO	2.434000
Average CBOD	NO	2.000
Average Total Suspended Solids	NO	3.750
Average Ammonia Nitrogen	NO	0.130
Average Copper	NO	0.004
Average PH	NO	7.000
Maximum Chlorine Residual	NO	0.009
Minimum Chlorine Residual	NO	1.000
Average Dissolved Oxygen	NO	7.190
Average Enterococci	NO	9.000

Measured by:		
Permitted Daily Flow	3.000	mgd
Permitted CBOD	10	mg/l
Permitted T.S.S.	15	mg/l
Permitted Ammonia Nitrogen	3	mg/l
Permitted Copper	0.00766	mg/l
Permitted PH	6.00 - 9.00	STD UNIT
Permitted Dechlor Maximum	0.1	mg/l
Permitted Chlorine Minimum	1.0	mg/l
Permitted Dissolved Oxygen	4.0	mg/l
Permitted Enterococci	35.0	mpn

Sewer Treatment plant is currently operating at 81% of the permitted capacity

FINANCIALS



**City of La Marque
Budget vs Actual
August 2017**

General Fund		August	August	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	FY 2017	FY 2016	FY 2017	92%	FY 2016	%
Property Taxes	3,209,750	18,583.73	19,326.62	3,208,846.79	100%	2,953,722.36	9%
Sales Tax	3,732,155	333,865.99	348,681.44	2,832,982.19	76%	2,880,375.38	-2%
Franchise Fees	864,000	73,547.14	70,355.78	649,844.26	75%	607,625.77	7%
Other Taxes	102,000	13,772.23	13,943.12	79,045.45	77%	76,518.35	3%
Licenses and Permits	362,445	37,434.30	19,903.80	1,035,831.40	286%	625,441.90	66%
Fines and Forfeits	799,100	61,501.57	59,105.57	717,162.27	90%	727,723.29	-1%
Charges for Services	95,950	5,108.91	7,205.77	107,627.68	112%	119,574.92	-10%
Fire and Ambulance Services	365,500	37,257.88	30,557.60	415,734.87	114%	357,486.86	16%
Investment Earnings	10,000	6,776.08	2,223.90	53,678.35	537%	16,860.99	218%
Miscellaneous Revenues	1,000	6.77	497.32	12,605.27	1261%	4,784.85	163%
Reimbursements	62,000	-	3,083.33	62,000.00	100%	33,916.63	83%
Intergovernmental	79,050	-	15,056.14	61,168.17	77%	48,062.37	27%
General Fund - Total Revenues	9,682,950	\$ 587,854.60	\$ 589,940.39	\$ 9,236,526.70	95%	\$ 8,452,093.67	8%
Expenditures:	Budget	August	August	Year To Date	Benchmark	Year To Date	Change
General Government Division		FY 2017	FY 2016	FY 2017	92%	FY 2016	%
Administration	476,377	30,621.84	28,591.70	382,871.02	80%	310,822.32	23%
Finance	469,695	28,442.82	28,653.00	374,022.03	80%	391,976.75	-5%
Inspection	758,206	62,274.76	94,738.67	504,739.27	67%	460,516.89	10%
Judicial	387,584	19,433.80	35,265.20	247,881.95	64%	250,717.38	-1%
City Clerk	168,049	22,548.65	7,037.43	128,180.91	76%	88,829.23	44%
Library	266,331	19,050.25	18,619.13	216,772.11	81%	212,094.41	2%
Information Technology	153,765	13,180.57	12,247.11	159,918.02	104%	112,078.89	43%
Fund Expenditures	1,051,062	231,246.20	83,530.12	1,066,583.74	101%	824,186.64	29%
	3,731,069	\$ 426,798.89	\$ 308,682.36	\$ 3,080,969.05	83%	\$ 2,651,222.51	14%
Public Safety Division	Budget	August	August	Year To Date	Benchmark	Year To Date	Change
		FY 2017	FY 2016	FY 2017	92%	FY 2016	%
Police	3,690,330	285,291.31	404,679.34	2,966,289.03	80%	2,906,940.74	2%
Animal Control	97,827	24,732.00	-	100,428.00	103%	70,323.75	43%
Emergency Management	90,136	1,053.30	772.44	8,808.86	10%	11,695.01	-25%
Fire/EMS	2,192,033	143,631.66	149,460.07	1,919,328.76	88%	1,869,009.42	3%
Fire Marshal	0	-	-	-	#DIV/0!	353.61	
Subtotal of PSD Expenditures	6,070,326	\$ 454,708.27	\$ 554,911.85	\$ 4,994,854.65	82%	4,858,322.53	3%



**City of La Marque
Budget vs Actual
August 2017**

		August	August	Year To Date	Benchmark	Year To Date	Change
Public Works Division	Budget	FY 2017	FY 2016	FY 2017	92%	FY 2016	%
Parks	0	-	-	-	#DIV/0!	-	#DIV/0!
Shop/Service	0	-	-	-	#DIV/0!	-	#DIV/0!
PW Admin	0	-	-	-	#DIV/0!	-	#DIV/0!
Street	866,988	51,381.68	69,571.38	700,988.16	81%	673,012.89	4%
Subtotal of PWD Expenditures	866,988	\$ 51,381.68	\$ 69,571.38	\$ 700,988.16	81%	\$ 673,012.89	4%
General Fund - Total Expenditures	10,668,383	\$ 932,888.84	\$ 933,165.59	\$ 8,776,811.86	82%	\$ 8,182,557.93	7%
Revenues over Expenditures	(985,433)	\$ (345,034.24)	\$ (343,225.20)	\$ 459,714.84		\$ 269,535.74	
Beginning Unassigned Fund Balance:				4,308,525.00			
Ending Fund Balance:				4,768,239.84			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



City of La Marque
Budget vs. Actual
August 2017

Utility Fund		Budget	August FY 2017	August FY 2016	Year To Date FY 2017	Benchmark 92%	Year To Date FY 2016	Change %
Revenues:								
Operating Revenue		3,793,727	334,199.26	372,883.08	3,722,789.12	98%	3,782,623.72	-2%
Other Revenue		1,000,500	44,250.04	17,462.51	703,245.12	70%	393,498.27	79%
Utility Fund - Total Revenues		4,794,227	\$ 378,449.30	\$ 390,345.59	\$ 4,426,034.24	92%	\$ 4,176,121.99	6%
Expenditures:								
UB/Accounting		277,808	16,589.47	20,238.67	225,802.84	81%	184,787.80	22%
Utility Line Maint		1,189,221	78,999.48	65,880.30	774,255.97	65%	586,050.58	32%
Water & Sewer Operations		2,606,338	190,643.28	154,982.22	1,738,410.73	67%	1,709,868.02	2%
Debt Service		399,667	-	-	157,234.19	39%	30,438.94	417%
Storm Water		18,825	-	-	739.11	4%	76.94	861%
Fund Expenditures		913,952	10,976.77	9,638.16	224,462.90	25%	206,030.32	9%
Utility Fund - Total Expenditures		5,405,811	\$ 297,209.00	\$ 250,739.35	\$ 3,120,905.74	58%	\$ 2,717,252.60	13%
Capital Project-Hwy 3 @ Cedar							133,964.24	
Revenues over Expenses		(611,584)	81,240.30	139,606.24	1,305,128.50		1,324,905.15	
Cash and Cash Equivalent Balance as of 8/31/17:					10,834,067.53			

*Note: Cash and Cash Equivalent includes 2016 CO Utility projects which resulted from audit adj journal entries from year end 2016.

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



CITY OF LA MARQUE
Budget vs. Actual
August 2017

Debt Service		Budget	August FY 2017	August FY 2016	Year To Date FY 2017	Benchmark 92%	Year To Date FY 2016	Change %
Revenues:								
Property Taxes		616,455	3,318.05	3,449.78	585,602.46	95%	532,572.51	10%
Other Revenue		1,000	952.38	530.85	7,469.18	747%	3,656.60	104%
Debt Service Fund - Total Revenues		617,455	\$ 4,270.43	\$ 3,980.63	\$ 593,071.64	96%	\$ 536,229.11	10%
Expenditures:								
Debts		592,454	381,619.38	377,594.37	603,931.52	102%	475,688.75	27%
Others (transfers)		0	-	-	-	#DIV/0!	-	#DIV/0!
Debt Service Fund - Total Expenditures		592,454	\$ 381,619.38	\$ 377,594.37	\$ 603,931.52	102%	\$ 475,688.75	21%
Revenues over Expenditures		25,001	(377,348.95)	(373,613.74)	(10,859.88)		60,540.36	
Beginning Balance:					703,909.00			
Ending Balance:					693,049.12			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



CITY OF LA MARQUE
Budget vs. Actual
August 2017

HOT Fund		August	August	Year To Date	Benchmark	Year To Date	Change
Revenues:		FY 2017	FY 2016	FY 2017	92%	FY 2016	%
	Budget						
Occupancy Tax Collected	100,000	770.57	19,308.66	86,670.67	87%	80,624.53	7%
Other Revenue	500	557.27	329.51	5,372.69	1075%	2,377.09	126%
HOT Fund - Total Revenues	100,500	1,327.84	19,638.17	92,043.36	92%	83,001.62	10%
Expenditures:		August	August	Year To Date	Benchmark	Year To Date	Change
		FY 2017	FY 2016	FY 2017	92%	FY 2016	%
	Budget						
Interconnect Transit System	40,000	2,421.67	3,333.33	24,216.60	60.54%	33,333.30	-27%
PROFESSIONAL FEES	50,000	-	-	6,900.00	13.80%	-	#DIV/0!
Promotional within CLM	3,000	-	2,825.00	-	0.00%	2,825.00	-100%
BAYOU FEST	109,079	-	-	76,803.19	70.41%	26,548.05	189%
CHRISTMAS EVENT	61,887	-	-	16,433.86	26.55%	5,767.61	185%
MWL-SPONSORSHIP	15,000	-	-	15,000.00	100.00%	-	#DIV/0!
WREATH ACROSS AMERICA	3,305	-	-	3,305.00	100.00%	-	#DIV/0!
CRAWFISH BASH SPONSORSHIP	0	-	-	-	#DIV/0!	-	#DIV/0!
NUSTADIA DEVELOPMENTS USA							
	307,271	\$ 2,421.67	\$ 6,158.33	\$ 167,658.65	54.56%	\$ 93,473.96	44%
	(206,771)	(1,093.83)	13,479.84	(75,615.29)		(10,472.34)	
Beginning Fund Balance:				627,439.00			
Ending Fund Balance:				551,823.71			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



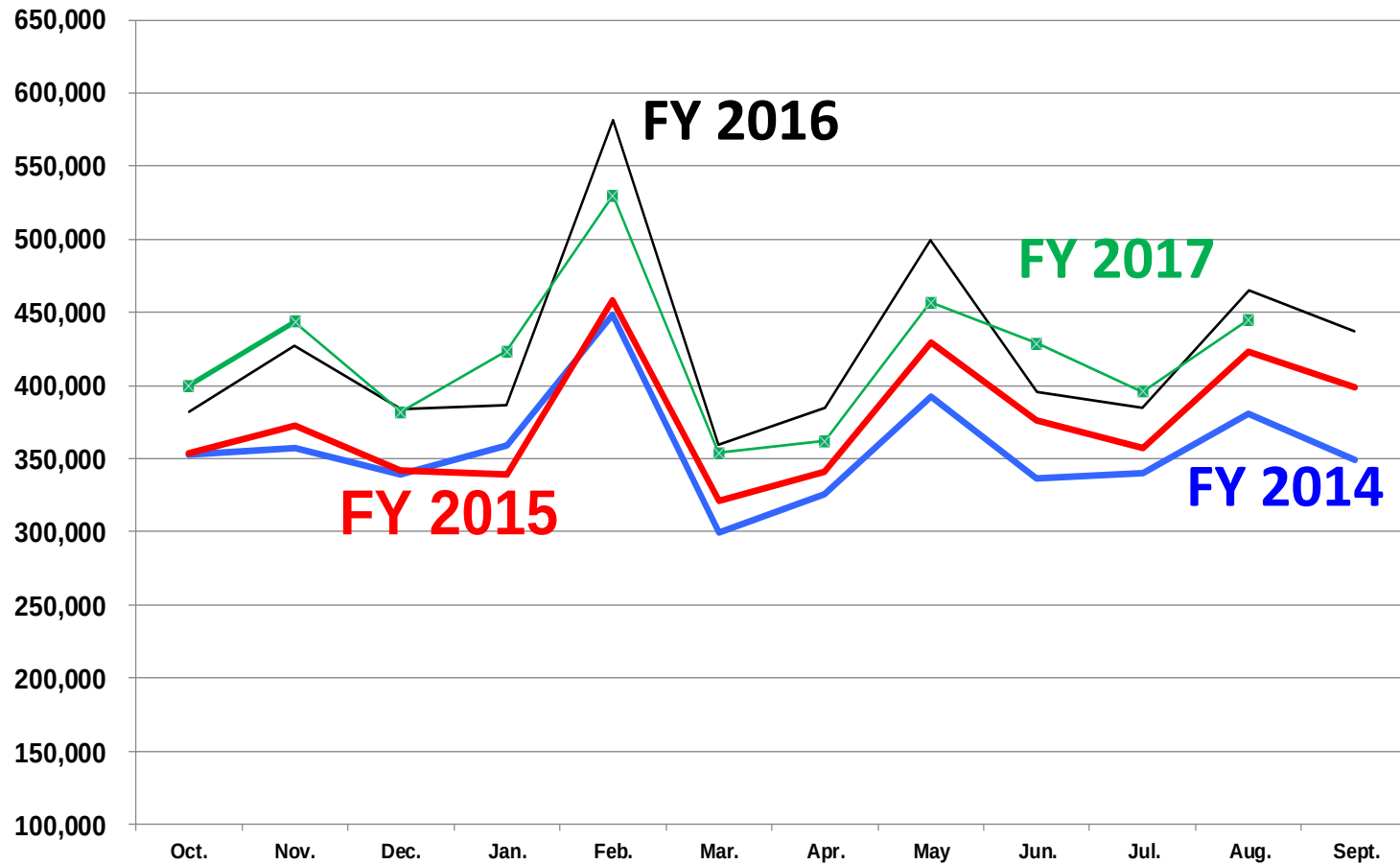
CITY OF LA MARQUE
Cash and Investments
As of 8/31/17

Funds	Amounts
General Fund	5,701,783.55
Utility Fund	10,834,067.53
Utility Restricted Investment	269,187.53
Westside Construction Fund	28,088.75
Equipment Replacement Fund	149,443.50
Library Fund	3,832.90
PD Child Outreach Program	6,228.39
Hotel Motel Fund	554,848.08
Drug Seizure Fund	43,870.81
Home Program Grant	38,552.46
Debt Service Fund	693,107.68
Utility Debt Service Fund	0.00
PID Funds	70,259.56
EDC	5,982,386.57
Equipment Maintenance Fund	33,693.91
CDBG Grant	0.00
CDBG Disaster	0.00
2005 CO Capital Projects	119,281.06
2007 CO Capital Projects	675,402.43
2016 CO Capital Projects	754,763.65
Section 8 Housing Grant	136,044.45
Sanitation	511,854.04
Disasters Fund	300.00
Parks Fund	33,269.77
Court Technology	48,981.19
Court Security	62,051.33
Child Safety	45,518.55
LEOSE Training Fund	17,714.77
Health Reimbursement Account	(1,294.00)
Clean City Fund	35,792.01
PEG	90,171.11
Donations Fund	241,541.19
Cemetery Fund	16,188.10
Fire Reserve	75,268.12
Library Grants Fund	2,200.84
Capital Improvements	244,272.10
Risk Management Fund	38,491.31
	27,557,163.24

*Note-Cash and investments excluded amounts held in GCWA



SALES TAX REVENUES





SALES TAX COLLECTIONS

	2013-14	2014-15	2015-16	2016-17	Variance	% Change
Oct	352,526	353,446	382,100	399,923	17,823	5
Nov	357,165	372,772	427,185	443,698	16,513	4
Dec	339,503	341,659	383,466	381,766	(1,699)	0
Jan	359,397	339,457	386,841	423,367	36,526	9
Feb	448,418	458,158	581,276	529,986	(51,290)	(9)
Mar	299,908	321,205	359,310	353,761	(5,549)	(2)
Apr	325,346	340,790	385,191	361,873	(23,318)	(6)
May	392,219	429,148	499,495	456,875	(42,620)	(9)
Jun	336,816	376,517	395,553	428,737	33,184	8
Jul	340,341	357,680	384,375	395,665	11,290	3
Aug	380,637	423,549	464,888	445,142	(19,746)	(4)
Sept	<u>349,540</u>	<u>398,631</u>	<u>437,586</u>			
Total	<u>\$4,281,816</u>	<u>\$4,513,052</u>	<u>\$5,087,267</u>	<u>4,620,793</u>	<u>(\$28,887)</u>	<u>(0.62)</u>

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED INCOME STATEMENT
FISCAL YEAR 2016-17
FOR THE PERIOD ENDED AUGUST 31, 2017

	BUDGET	YEAR TO DATE	%
<u>REVENUES:</u>			
1/2 Cent Sales Tax	\$ 1,000,000	950,584	95
Inside La Marque ads		3,448	
Insurance Proceeds	-	-	-
Interest / Investments	5,000	30,149	603
Interest - Revitalization	-	10,721	-
Sale of Assets	-	955,264	-
Miscellaneous Income	-	-	-
Revitalization - Assets Exchange	-	-	-
Revitalization - Rental	36,000	61,633	171
Revitalization - ROW Permits	-	105,770	-
Miscellaneous Donations	-	-	-
Reserve for Sams	-	-	-
TOTAL REVENUES:	1,041,000	2,117,569	\$ 203

OPERATING EXPENSES:

City Supported:

Operating Supplies	12,500	11,362	91
Postage	-	1,553	-
Janitorial Supplies		4,847	#DIV/0!
General Insurance	5,000		-
Communications	10,000	1,000	10
Utilities	4,950	2,885	58
Accounting Services	35,000	35,000	100
Clerical Services	2,000	2,000	100
Total City Supported	69,450	58,647	84

General Operating:

Uniforms, Maint & Safety Gear	-	76	-
R & M - Facilities*	59,977	29,572	49
R & M - Equipment			-
Professional Fees*	334,363	71,306	21
Executive Director and staff	240,963	178,105	74
Advertising & Promotion	45,000	29,603	66
Travel - Education & Training	15,000	7,310	49
Dues, Memberships, & Subscriptions	10,000	3,940	39
Ad Valorem taxes		2,453	#DIV/0!
Grants*	429,759	87,500	20
Public Improvements	10,000	-	-
Revitalization Projects			-
Blight Reduction Pilot Program	25,000	25,000	100
Mowing - Landscaping / Maintenance*	27,500	14,120	51
Total General Operating	1,197,561	448,984	37

Prepared By:
Suzy Kou

Approved By:

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED INCOME STATEMENT
FISCAL YEAR 2016-17
FOR THE PERIOD ENDED AUGUST 31, 2017

Capital Expenditures:

Buildings, Furniture & Fixtures, Land	15,000	4,066	27
Land	160,559	27,404	17
Total Capital Expenditures	175,559	31,470	18

TOTAL EXPENSES:	1,442,571	539,101	37
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REVENUES OVER(UNDER) EXPENSES:	<u>\$ (401,571)</u>	<u>\$ 1,578,468</u>
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**CITY OF LA MARQUE
PARKS FUND
August 2017**

DONATIONS

DONATIONS		Parks			Clean City		
	Total Donations Received	Correct Allocation	Actual Payment	Over / (Under) Payment	Correct Allocation	Actual Payments	Over / (Under) Payment
October 2016	788.00	394.00	394.00	0.00	394.00	394.00	0.00
November 2016	812.00	406.00	406.00	0.00	406.00	406.00	0.00
December 2016	800.00	400.00	392.00	(8.00)	400.00	392.00	(8.00)
January 2017	852.00	426.00	434.00	8.00	426.00	434.00	8.00
February 2017	998.00	499.00	499.00	0.00	499.00	499.00	0.00
March 2017	930.00	465.00	465.00	0.00	465.00	465.00	0.00
April 2017	494.00	247.00	247.00	0.00	247.00	247.00	0.00
May 2017	704.00	352.00	352.00	0.00	352.00	352.00	0.00
June 2017	918.00	459.00	459.00	0.00	459.00	459.00	0.00
July 2017	929.27	464.64	464.64	0.00	464.63	464.63	0.00
August 2017	1,044.00	522.00	522.00	0.00	522.00	522.00	0.00
September 2017		0.00	0.00	0.00	0.00	0.00	0.00
	\$ 9,269.27	\$ 4,634.64	\$ 4,634.64	0.00	\$ 4,634.63	\$ 4,634.63	0.00

BEGINNING CASH & INVESTMENT BALANCE 7/31/2017

\$32,719.58

REVENUES

Donations	522.00
Interest on Investments-Aug 2017	28.19
Total Revenues	\$550.19

EXPENSES

<i>Date/ Vendor</i>	<i>Description</i>
	<i>Total Expenses</i>
	\$0.00

ENDING CASH & INVESTMENT BALANCE 8/31/2017

\$33,269.77



CITY OF LA MARQUE CLEAN CITY FUND

August 2017

DONATIONS

	Total Donations Received	Parks			Clean City		
		Correct Allocation	Actual Payment	Over / (Under) Payment	Correct Allocation	Actual Payments	Over / (Under) Payment
October 2016	788.00	394.00	394.00	0.00	394.00	394.00	0.00
November 2016	812.00	406.00	406.00	0.00	406.00	406.00	0.00
December 2016	800.00	400.00	392.00	(8.00)	400.00	392.00	(8.00)
January 2017	852.00	426.00	434.00	8.00	426.00	434.00	8.00
February 2017	998.00	499.00	499.00	0.00	499.00	499.00	0.00
March 2017	930.00	465.00	465.00	0.00	465.00	465.00	0.00
April 2017	494.00	247.00	247.00	0.00	247.00	247.00	0.00
May 2017	1,408.00	704.00	704.00	0.00	704.00	704.00	0.00
June 2017	918.00	459.00	459.00	0.00	459.00	459.00	0.00
July 2017	929.27	464.64	464.64	0.00	464.63	464.63	0.00
August 2017	1,044.00	522.00	522.00	0.00	522.00	522.00	0.00
September 2017		0.00	0.00	0.00	0.00	0.00	0.00
	\$ 9,973.27	\$ 4,986.64	\$ 4,986.64	0.00	\$ 4,986.63	\$ 4,986.63	0.00

BEGINNING CASH & INVESTMENT BALANCE 7/31/2017

\$36,130.18

REVENUES

Donations	522.00
Interest on Investments-Aug 2017	35.83
Rebates	
Total Revenues	\$557.83

EXPENSES

<u>Date/ Vendor</u>	<u>Description</u>	
8/31/17 Miquel Ramirez	Removed dirt out of flower box	100.00
8/31/17 Mac's Plumbing	Installing hose at EDC for Clean City	676.00
8/3/17 and 8/11/17 Roy Robinson	Monthly payment	120.00
	Total Expenses	\$896.00
Unclaimed cks		50.00

ENDING CASH & INVESTMENT BALANCE 8/31/2017

\$35,742.01



City of La Marque

Balance Sheet

CEMETERY FUND

August 31, 2017

Assets

Current assets:	Fiscal Year 2016	Fiscal Year 2017
Cash	906.33	14,121.66
Investments	3,028.45	2,066.44
Inventories	-	-
Accounts receivable	-	-
Pre-paid expenses	-	-
Other	-	-
Total current assets	3,934.78	16,188.10

Total assets	3,934.78	16,188.10
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Liabilities and Fund Balance

Current liabilities:	Fiscal Year 2016	Fiscal Year 2017
Accounts payable	-	-
Other	-	-
Total current liabilities	-	-

Fund Balance:	Fiscal Year 2016	Fiscal Year 2017
Available Fund Balance	2,054.48	3,811.50
Current Year Revenue/Expenses	1,880.30	12,376.60
Total Fund Balance	3,934.78	16,188.10

Total liabilities and Fund Balance	3,934.78	16,188.10
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CITY OF LA MARQUE CEMETERY FUND

Fiscal Year 2016-17

Budget vs Actual Revenues and Expenditures August 2017

Accounts	Descriptions	Budget 2016-17	Current Month	Current Year to Date Actuals	Budget Balance
Revenues					
89-3605-00-00	Interest on Investments	0.00	1.97	36.27	(36.27)
89-3630-00-00	Administrative fees	0.00		98.00	(98.00)
89-3807-00-00	Donations	0.00	0.00	700.00	(700.00)
89-9001-00-00	Transfer in from General Fund	24,400.00	0.00	24,400.00	0.00
	Total Revenues	24,400.00	1.97	25,234.27	(834.27)
Expenditures					
89-4048-00-00	Wreath Across America	400.00		132.00	268.00
89-4049-00-00	Cemetery Board Expenditure	24,000.00	1,600.00	12,725.67	11,274.33
	Total Expenditures	24,400.00	1,600.00	12,857.67	11,542.33
Revenues over (under) Expenditures		0.00	(1,598.03)	12,376.60	(12,376.60)

praptrp2 City of La Marque
Pay Type - 0 Overtime
Fund Number - 1 GENERAL FUND

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Pay Type History Report

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Page 1

Department Number - 2 FINANCE/ACCOUNTING/TAX
Program Number - FINANCE/ACCOUNTING/TAX

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
20126	MYSTY NAUCK	08/04/17	72028	9.25			274.02	
Total for Employee				9.25			274.02	
Total for Program - FINANCE/ACCOUNTING/TAX				9.25			274.02	
Total for Department - 2 FINANCE/ACCOUNTING/TAX				9.25			274.02	
40128	SHEILA MAYA	08/04/17	72038	8.00			138.00	
40128	SHEILA MAYA	08/18/17	72156	7.00			120.75	
Total for Employee				15.00			258.75	
40130	DANIELLE MCMANUS	08/04/17	72039	2.00			34.50	
Total for Employee				2.00			34.50	
Total for Program - JUDICIAL				17.00			293.25	
Total for Department - 4 JUDICIAL				17.00			293.25	
50193	TROY ANDERS	08/04/17	72063	13.00			483.83	
Total for Employee				13.00			483.83	
50186	EVELYN ARREDONDO	08/04/17	72057	19.00			753.77	
50186	EVELYN ARREDONDO	08/18/17	72174	14.00			555.41	
Total for Employee				33.00			1,309.18	
50163	ANDREW BEST	08/04/17	72053	1.00			43.07	
50163	ANDREW BEST	08/18/17	72170	2.75			115.29	
Total for Employee				3.75			158.36	
50148	TINA CRAWFORD	08/04/17	72048	7.00			224.83	
50148	TINA CRAWFORD	08/18/17	72165	15.00			504.34	
Total for Employee				22.00			729.17	
50202	MATTHEW CYPERT	08/04/17	72067	1.50			51.31	
Total for Employee				1.50			51.31	
50187	JOSHUA HUMAN	08/04/17	72058	6.00			282.87	
Total for Employee				6.00			282.87	
50205	KELLIE LADD	08/04/17	72070	14.75			517.77	
50205	KELLIE LADD	08/18/17	72187	1.25			43.64	
Total for Employee				16.00			561.41	

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

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Pay Type History Report

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Page 2

Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50228	CALI MEDELLIN	08/04/17	72077	9.50			271.58	
Total for Employee				9.50			271.58	
50188	DANIEL O'CONNOR	08/04/17	72059	11.50			421.97	
Total for Employee				11.50			421.97	
50203	MICHAEL RAMSEY	08/04/17	72068	7.00			291.77	
Total for Employee				7.00			291.77	
50165	SHELBY SAMUELSON	08/04/17	72054	15.75			776.01	
50165	SHELBY SAMUELSON	08/18/17	72171	3.25			160.13	
Total for Employee				19.00			936.14	
50196	JOSE SANTOS	08/04/17	72064	15.00			548.35	
50196	JOSE SANTOS	08/18/17	72181	7.00			251.56	
Total for Employee				22.00			799.91	
50214	AARON SKAGGS	08/04/17	72071	4.00			131.02	
Total for Employee				4.00			131.02	
50197	BRITTANY SMITH	08/04/17	72065	10.00			351.50	
50197	BRITTANY SMITH	08/18/17	72182	8.00			280.04	
Total for Employee				18.00			631.54	
50232	MICHAEL TURNER	08/18/17	72197	.50			11.10	
Total for Employee				.50			11.10	
Total for Program - POLICE				186.75			7,071.16	
Total for Department - 5 POLICE				186.75			7,071.16	
60121	NATHAN BAGGS	08/04/17	72093	24.00			571.97	
Total for Employee				24.00			571.97	
60092	MICHAEL BILLIOTT	08/18/17	72203	24.00			810.36	
Total for Employee				24.00			810.36	
60113	AMANDA BLACK	08/18/17	72206	2.00			71.07	
Total for Employee				2.00			71.07	
60009	JOHN BRASHER	08/04/17	72082	7.00			259.61	
Total for Employee				7.00			259.61	
60117	MICHAEL CARLSON	08/04/17	72091	45.00			1,871.44	
60117	MICHAEL CARLSON	08/18/17	72208	5.50			228.73	

praptrp2 City of La Marque
Pay Type - 0 Overtime
Fund Number - 1 GENERAL FUND

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Pay Type History Report

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Page 3

Department Number - 6 FIRE Program Number - FIRE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Employee				50.50			2,100.17	
60124	JASON CROCKOM	08/04/17	72095	48.00			1,309.82	
Total for Employee				48.00			1,309.82	
60077	JOSE GONZALEZ	08/04/17	72084	4.00			156.53	
60077	JOSE GONZALEZ	08/18/17	72201	4.50			176.09	
Total for Employee				8.50			332.62	
60115	ZACHERY HON	08/18/17	72207	24.00			892.30	
Total for Employee				24.00			892.30	
60123	JAMES MATTHEWS	08/04/17	72094	49.00			1,297.13	
Total for Employee				49.00			1,297.13	
60130	CHASITY PORTER	08/04/17	72099	1.50			43.34	
Total for Employee				1.50			43.34	
60097	WILLIAM REED	08/04/17	72087	12.50			541.52	
Total for Employee				12.50			541.52	
60127	ASHLEY ROBINSON	08/04/17	72098	12.00			317.66	
60127	ASHLEY ROBINSON	08/18/17	72215	24.50			648.56	
Total for Employee				36.50			966.22	
60119	TONY WRIGHT	08/18/17	72209	1.00			28.10	
Total for Employee				1.00			28.10	
60086	IRA YARDLEY	08/04/17	72085	4.00			126.28	
Total for Employee				4.00			126.28	
Total for Program - FIRE				292.50			9,350.51	
Total for Department - 6 FIRE				292.50			9,350.51	
210141	VENISHA HENDERSON	08/18/17	72229	2.00			43.76	
Total for Employee				2.00			43.76	
210124	AMANDA HOBBY	08/04/17	72111	6.50			173.43	
Total for Employee				6.50			173.43	
120120	JOSEPH MOSE	08/04/17	72107	2.00			48.93	
Total for Employee				2.00			48.93	
120157	JARED WILSON	08/04/17	72110	23.00			412.34	
120157	JARED WILSON	08/18/17	72227	5.25			94.12	

praptrp2 City of La Marque
 Pay Type - 0 Overtime
 Fund Number - 1 GENERAL FUND

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 Pay Type History Report
 Department Number - 12 PUBLIC SERVICES

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Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Employee				28.25			506.46	
Total for Program - PUBLIC SERVICES				38.75			772.58	
Total for Department - 12 PUBLIC SERVICES				38.75			772.58	
Total for Fund - 1 GENERAL FUND				544.25			17,761.52	
220135	ERNEST DICKEY	08/04/17	72122	20.00			435.00	
220135	ERNEST DICKEY	08/18/17	72240	10.50			228.38	
Total for Employee				30.50			663.38	
220138	BRODERICK FRANK	08/04/17	72123	2.00			35.86	
Total for Employee				2.00			35.86	
220102	RODNEY GAMBLE	08/04/17	72119	16.00			398.40	
220102	RODNEY GAMBLE	08/18/17	72237	10.50			261.45	
Total for Employee				26.50			659.85	
220143	RYAN JONES	08/04/17	72126	16.00			286.85	
220143	RYAN JONES	08/18/17	72243	2.00			35.86	
Total for Employee				18.00			322.71	
220147	ELBITH MARTIN	08/18/17	72245	1.50			24.73	
Total for Employee				1.50			24.73	
220141	JASON MOSES	08/04/17	72124	5.75			103.09	
Total for Employee				5.75			103.09	
240134	BRADLEY SPEIGHTS	08/04/17	72128	19.00			340.58	
240134	BRADLEY SPEIGHTS	08/18/17	72246	6.50			116.51	
Total for Employee				25.50			457.09	
Total for Program - UTILITY LINE MAINTENANCE				109.75			2,266.71	
Total for Department - 22 UTILITY LINE MAINTENANCE				109.75			2,266.71	
240123	VALENTIN GARCIA	08/04/17	72132	12.00			249.10	
Total for Employee				12.00			249.10	
120152	SHANE IRISH	08/04/17	72130	7.00			125.75	
120152	SHANE IRISH	08/18/17	72248	6.00			107.78	
Total for Employee				13.00			233.53	

Pay Type -

O

Overtime

Pay Type History Report

Fund Number -

2

UTILITY FUND

Department Number -

24

WATER AND WASTEWATER OPER

Program Number -

WATER AND SEWER OPERATIONS

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
240101	RONALD REED	08/18/17	72249	8.50			219.13	
Total for Employee				8.50			219.13	
240133	RICHARD WEGMANN	08/04/17	72136	6.00			107.73	
240133	RICHARD WEGMANN	08/18/17	72254	6.00			107.73	
Total for Employee				12.00			215.46	
Total for Program - WATER AND WASTEWATER OPER				45.50			917.22	
Total for Department - 24 WATER AND WASTEWATER OPER				45.50			917.22	
Total for Fund - 2 UTILITY FUND				155.25			3,183.93	
Total for Pay Type - O Overtime				699.50			20,945.45	
Grand Totals -				699.50			20,945.45	

praptrp2 City of La Marque
Pay Type - MO Mid Overtime
Fund Number - 1 GENERAL FUND

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Pay Type History Report

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Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50193	TROY ANDERS	08/04/17	72063	13.25			493.14	
50193	TROY ANDERS	08/18/17	72180	3.75			140.55	
Total for Employee				17.00			633.69	
50191	DASHIELL CANTU	08/04/17	72061	5.00			184.49	
50191	DASHIELL CANTU	08/18/17	72178	1.25			44.96	
Total for Employee				6.25			229.45	
50148	TINA CRAWFORD	08/18/17	72165	19.00			638.83	
Total for Employee				19.00			638.83	
50160	FORREST GANDY	08/04/17	72051	22.00			1,122.23	
50160	FORREST GANDY	08/18/17	72168	5.00			255.05	
Total for Employee				27.00			1,377.28	
50187	JOSHUA HUMAN	08/04/17	72058	9.25			436.09	
50187	JOSHUA HUMAN	08/18/17	72175	7.00			330.31	
Total for Employee				16.25			766.40	
50223	HAILEY MONCKTON	08/04/17	72074	15.00			503.75	
Total for Employee				15.00			503.75	
50190	NICOLE PERALES	08/04/17	72060	18.00			706.89	
Total for Employee				18.00			706.89	
50214	AARON SKAGGS	08/04/17	72071	2.00			65.51	
50214	AARON SKAGGS	08/18/17	72188	3.50			114.64	
Total for Employee				5.50			180.15	
Total for Program - POLICE				124.00			5,036.44	
Total for Department - 5 POLICE				124.00			5,036.44	
Total for Fund - 1 GENERAL FUND				124.00			5,036.44	
Total for Pay Type - MO Mid Overtime				124.00			5,036.44	
Grand Totals -				124.00			5,036.44	