



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

Mayor Bobby Hocking

Mayor Pro-Tem Keith Bell- District A

Councilmember Chris Lane- District B

Councilmember Robert Michetich- District C

Councilwoman Casey McAuliffe- District D

ORDINANCE NO. O-2019-0015

RESOLUTION NO. R-2019-0020

**CITY OF LA MARQUE
REGULAR CITY COUNCIL
AGENDA
of
AUGUST 12, 2019**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting on Monday, August 12, 2019, beginning **IMMEDIATELY** after the Workshop which begins at 6:00 p.m. or at 7:00 p.m. at 1109-B, Bayou Road for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) PRESENTATIONS/ PROCLAMATIONS/INTRODUCTIONS

- a. Introduction and Swearing in of new City Employee – Fire Chief Todd Weidman
- b. Proclamation - Fair Housing Month – September
- c. Employee Recognition – Excellent Customer Service Award (Felicia Ward)
- d. La Marque Police Academy Alumni Recognition

(4) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-0012**, adopting the revised FEMA floodplain maps as a condition of continued eligibility in the National Flood Insurance Program (NFIP)

(5) OLD BUSINESS

- a. Consider recommendation to adopt Ordinance No. **O-2019-0012**, adopting the revised FEMA floodplain maps as a condition of continued eligibility in the National Flood Insurance Program (NFIP) – Interim Public Works Director C. Cary
- **THIS IS THE SECOND AND FINAL READING**

- b. Consider recommendation to adopt Resolution No. **R-2019-0017** amending Resolution R-2014-007 Exhibit "A" on current emergency medical services patient billing and collection policy – Fire Chief T. Weidman *THIS ITEM WAS TABLED FROM THE SPECIAL MEETING HELD ON JULY 15, 2019*

(6) MINUTES

- a. City Council Special Called Meeting Minutes of July 15, 2019
- b. City Council Special Called Meeting Minutes of August 5, 2019

(7) CONSENT AGENDA (All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- a. Consider recommendation to adopt Resolution No. **R-2019-0018**, approving an Emergency Event Policy under Federal Law for the City's Employees – City Manager C. Jackson
- b. Consider recommendation to adopt Resolution No. **R-2019-0019**, approving the continued receipt of bingo prize funds collected after January 1, 2020 – City Manager C. Jackson
- c. Consider recommendation to adopt Resolution No. **R-2019-0020**, and approving an Interlocal Agreement to participate in the ESC Region 19 purchasing cooperative program – Finance Director S. Kou
- d. Consider adopting Resolution No. **R-2019-0021**, regarding school campuses within the City of La Marque – City Manager C. Jackson
- e. Consider recommendation to adopt Ordinance No. **O-2019-0013**, establishing City Wide Parks User Fees to be assessed in conjunction with all City Utility accounts; amending Appendix A of the Code of Ordinances, City of La Marque, Texas, to reflect the amount of such user fee – City Manager C. Jackson
THIS IS THE FIRST READING
- f. Consider recommendation to adopt Ordinance No. **O-2019-0015**, establishing the Juvenile Case Manager Fee at \$5.00 per conviction, and adding a new part-time Juvenile Case Manager position to the Municipal Court – Court Administrator R. Bell *THIS IS THE FIRST READING*
- g. Consider recommendation to void the contract with the La Marque Cougars Youth Organization – City Manager C. Jackson *THIS IS THE FIRST READING*
- h. Consider recommendation to authorize the Mayor to execute an Interlocal Agreement with the County of Galveston for County Road Bond Project City of La Marque street improvements – City Manager C. Jackson
- i. Consider recommendation to approve Change Order No. 1 in the amount of \$16,880.00 to increase the original contract price from \$792,780.00 to

\$809,660.00 for a cumulative change of 2.129% to the JTM Construction waterline rehabilitation project – Interim Director of Public Works C. Cary

- j. Consider recommendation to authorize the Mayor to execute an Interlocal Agreement with Gulf Coast Center for Transit Services, and appointing the City Manager as representative to the Bi-County Transit Evaluation Committee – City Manager C. Jackson
- k. Consider recommendation to authorize the Mayor to execute Standard Utility Agreement (s) with the State of Texas, acting through the Texas Transportation Commission (“State”), and the City of La Marque, (“Utility”), for the I-45 widening projects from South of FM 1764 to North of FM 519 – Interim Director of Public Works C. Cary
- l. Consider recommendation to approve the Final Plat of FM 1764 Plaza being a subdivision of 1.2114 acres located in the W. K. Wilson League, Abstract No. 208, City of La Marque, Galveston County, Texas (also known as Timewise – Southwest corner of FM 1764 and I-45) – Development Services Coordinator S. Sutton
- m. Consider recommendation to the approve the Final Plat of Sunset Grove Section One, being a Subdivision of 12.54 acres located in the Stephen F. Austin League No. 4, Abstract-2, Galveston County, Texas, also being a Partial Replat of Lots 13 and 14 of Delany Road Acres Vol. 18, PG 760, G.C.M.R. (East of Delany Rd; South of FM 1765) – Development Services Coordinator S. Sutton
- n. Consider recommendation to adopt the 2019-2020 City Council Vision and Goals – City Manager C. Jackson
- o. Consider recommendation to ratify City Manager’s approval of expenditures in the amount of \$43,270.00 to Texas Pride Utilities, LLC for costs associated with emergency sanitary sewer rehabilitation project for the Layman Street/ Patricia Drive area - Interim Director of Public Works C. Cary
- p. Consider recommendation to award **RFP #19-06** to A to Z Fence Company in the amount of \$42,415 for the installation of fencing at 401 Laurel - Executive Director EDC A. Getty
- q. Consider recommendation to award Bid **LM #01-20** to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$44,807.00 – Interim Director of Public Works C. Cary
- r. Consider recommendation to award Bid **LM #03-20** Cold Mix Cold Lay to Century Asphalt in the amount of \$32,200.00 – Interim Director of Public Works C. Cary
- s. Consider recommendation to award Bid **LM #05-20** to Evoqua Water Technologies, LLC for Odor and Corrosion Control in the amount of \$175,320.00 Interim Director of Public Works C. Cary

- t. Consider recommendation to award Bid **LM #06-20** to Oriental Building Services, Inc. for janitorial services in the amount of \$32,393.88 - Assistant to City Manager C. Warren

(10) 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)

(11) ACTION TAKEN FROM EXECUTIVE SESSION

(12) REQUEST AND ANNOUNCEMENTS

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

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

(13) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before August 9, 2019, before 5:30 p.m.

Robin Eldridge, TRMC
City Clerk

.....
This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or
interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-
9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.
.....



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Chaise Cary

Agenda item: 5a

Reviewed by: Charlene Warren

Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2019-0012**, adopting the revised FEMA floodplain maps as a condition of continued eligibility in the National Flood Insurance Program (NFIP) **THIS IS THE SECOND AND FINAL READING**

☒

ATTACHMENTS FOR REFERENCE:

1. Ordinance
2. FEMA – Certified Letter Dated February 15, 2019
3. Final Summary of Map Actions

STAFF BRIEFING:

- FIRM – Flood Insurance Rate Map
- FIS – Flood Insurance Study
- SFHA – Special Flood Hazard Areas
- BFE – Base Flood Elevation
- NFIP – National Flood Insurance Program
- **Flood** hazards are dynamic and can change frequently because of a variety of factors, including weather patterns, erosion, and new development.
- **FEMA**, through the Risk **MAP** program, collects new or updated flood hazard data and periodically updates flood maps to reflect these changes.

HISTORY:

2/19/1983 – The Department of Homeland Security’s Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the SFHAs in your community.

2/28/2018 – FEMA completed a re-evaluation of the flood hazards in your community. FEMA provided the City with Preliminary and Revised Preliminary copies, respectively, of the Flood Insurance Study (FIS) report and FIRM that identified existing flood hazards in your community.

8/25/2019 – The FIRM for our community will become effective.

TARGET IMPLEMENTATION: August 15, 2019

SIGNIFICANT ACTION DATES:

7/08/2019 – First reading of proposed Ordinance

8/12/2019 – Public Hearing and Second reading of proposed Ordinance



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. O-2019-0012, adopting the revised FEMA floodplain maps as a condition of continued eligibility in the National Flood Insurance Program (NFIP) THIS IS THE SECOND AND FINAL READING

FISCAL IMPACT: N/A

ORDINANCE NO. O-2019-0012

AN ORDINANCE BY THE CITY COUNCIL OF LA MARQUE, TEXAS AMENDING SECTION 32-7, "BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD," OF CHAPTER 32, "FLOOD DAMAGE PREVENTION," SECTION 14-22, "REVISIONS TO BUILDING CODE," AND SECTION 14-24, "REVISIONS TO RESIDENTIAL CODE," OF CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," OF THE CITY OF LA MARQUE CODE OF ORDINANCES TO ADOPT THE CITY OF LA MARQUE 2019 FLOOD INSURANCE RATE MAPS (FIRM) AND 2019 FLOOD INSURANCE STUDY (FIS); PROVIDING FOR AN EFFECTIVE DATE OF AUGUST 15, 2019; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Federal Emergency Management Agency ("FEMA") has identified special flood hazard areas within the boundaries of the City of La Marque, Texas (the "City") and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the Legislature of the State of Texas has, in Texas Water Code §§ 16.3145 & 16.315, conferred upon local governments the authority to adopt regulations to minimize flooding that are not less stringent than the requirements and criteria of the National Flood Insurance Program in order for the City to qualify for the National Flood Insurance Program; and

WHEREAS, the Flood Insurance Rate Maps and the Flood Insurance Study (FIS) previously adopted by the City have been revised by FEMA and a letter of final determination from FEMA has been issued to the City requiring the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) to be in effect by August 15, 2019; and

WHEREAS, the City Council desires to continue to meet the requirements of Texas Water Code §§ 16.3145 & 16.315 and Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for participation in the National Flood Insurance Program as administered by FEMA;

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

Section 1. Section 32-7, "Basis for establishing the areas of special flood hazard," of Chapter 32, "Flood Damage Prevention," of the City of La Marque Code of Ordinances is amended to read as follows:

“Section 32-7. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, “The Flood Insurance Study for the City of La Marque” dated August 15, 2019, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated August 15, 2019 and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.”

Section 2. Section 14-22, “Revisions to building code,” of Chapter 14, “Buildings and Building Regulations, is amended to read as follows:

“Sec. 14-22. - Revisions to building code.

The following sections of the building code adopted in Section 14-21 are revised as provided in this Section.

Section 101.1. Insert: City of La Marque

Section 103.1. Is deleted in its entirety.

Section 103.2. Is amended to read: 'The building official shall be appointed by the city manager.'

Section 1612.3. Insert: City of La Marque

Section 1612.3. Insert: August 15, 2019

Section 3410.2. Insert: March 1, 2017 effective date of building codes”

Section 3. Section 14-24, “Revisions to residential code,” of Chapter 14, “Buildings and Building Regulations, is amended to read as follows:

“Sec. 14-24. - Revisions to residential code.

The following sections of the residential code adopted in section 14-23 are revised as provided in this Section.

Section R101.1. Insert: City of La Marque

Section R103.1. Is deleted in its entirety.

Table R301.2(1). Insert the following as a single chart:

Ground Snow Load	Wind Speed (mph)	Seismic Design Category	Subject to Damage From				Winter Design Temp	Ice Shield Underlay Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
			Weathering	Frost Line Depth	Termite	Decay					

0	120 b or c	A	Negligible	6"	Very heavy	Slight to moderate	32	No	FIRM/FRBM/FIS dated 08/15/2019	9	69.9
---	---------------	---	------------	----	---------------	-----------------------	----	----	--------------------------------------	---	------

Section P2603.5.1 . Insert: six inches (6")

Section P2603.5.1 . Insert: eighteen inches (18")"

Section 4. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. This ordinance is intended to be cumulative and shall not repeal any previous ordinance except to the extent that any provision of such ordinance is inconsistent and cannot be reconciled with any provision contained herein.

Section 6. This ordinance shall be effective August 15, 2019.

PASSED AND APPROVED by the City Council of the City of La Marque on First reading this the 8th day of July, 2019.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on the Second and Final reading this the _____ day of _____ 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Suzy Kou and Todd Weidman

Agenda item: 5b

Reviewed by: Charlene Warren/Charles Jackson

Department: Finance

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2019-0017**, amending Resolution R-2014-007 Exhibit "A" on current emergency medical services patient billing and collection policy **THIS ITEM WAS TABLED FROM THE SPECIAL MEETING HELD ON JULY 15, 2019**

☒

ATTACHMENTS FOR REFERENCE

1. Amended Resolution R-2019-0017
2. Resolution R-2014-007
3. Former Fire Chief's memo

STAFF BRIEFING:

- Per Resolution R-2014-007 for In-District residents' delinquent accounts, City authorizes billing contractor **not** to report to credit reporting agencies **or** pursue any litigation; for Out-of-District patients' delinquent accounts, billing contractor **may** report to credit reporting agencies **but shall not** pursue litigation.
- Per Intermedix records, uncollectible delinquent balances from prior years due to this policy has been:
 - o 2014 \$100,068.36
 - o 2015 \$480,051.76
 - o 2016 \$273,444.96
 - o 2017 \$371,785.45
 - o 2018 \$509,878.18
 - o 2019 \$137,244.03 (Partial year)
 - o Total **\$1,872,472.74**

HISTORY:

August 2005 - City of La Marque joined coalition of cities to provide EMS services.

January 2006 - La Marque chose to establish a "Fire Department" based EMS service.

February 14, 2006 - Former Fire Chief issued a waiver policy directive to Intermedix.

December 9, 2011 - City Attorney issued a memo recommending to charge and collect co-payments for EMS services.

January 24, 2014 - Former Fire Chief Gerald Grimm issued a memo on his analysis and recommendation.

January 27, 2014 - Council workshop to discuss unpaid ambulance billing fees.



CITY COUNCIL AGENDA FORM

March 10, 2014- City Council passed a resolution to implement a new collection policy.

TARGET IMPLEMENTATION: August 1, 2019

SIGNIFICANT ACTION DATES:

January 27, 2014 - Council workshop to discuss unpaid ambulance billing fees

March 10, 2014 - Council approved Resolution R-2014-007

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	\$400,000
Actual Bid	
Estimated Revenues	\$775,500
Acct. Name(s)	Ambulance Fees
Line Item #	01-3530-00-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-0017**, amending Resolution R-2014-007 Exhibit "A" on current emergency medical services patient billing and collection policy

FISCAL IMPACT: Conservatively assume collection of 20% of delinquent balance (\$375,000). Any additional revenue would always be great for the City to relieve the burden on taxpayers.

RESOLUTION NO. R-2019-0017

A RESOLUTION AMENDING RESOLUTION NO. R-2014-007 EXHIBIT A REGARDING EMERGENCY MEDICAL SERVICES PATIENT BILLING AND COLLECTION POLICY.

WHEREAS, the City of La Marque Fire Department commenced providing Emergency Medical Services in January, 2006; and

WHEREAS, the City of La Marque contracted with Intermedix Corporation for EMS patient billing services upon commencement of service; and

WHEREAS, the City of La Marque issued a policy directive to Intermedix Corporation on February 14, 2006, directing them to bill “In-District Resident Patients” only to the extent of insurance coverage; and

WHEREAS, the City of La Marque conducted a fiscal impact study of the existing EMS patient billing practice and feasibility study for its continuation; and

WHEREAS, the City of La Marque Council approved Resolution R-2014-007 in March, 2014 to establish a new emergency medical services billing policy; and

WHEREAS, the City of La Marque desires to amend the existing 2014 policy regarding collection on delinquent account balances;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That the amended Emergency Medical Services policy attached hereto as Exhibit “A” is hereby adopted as the EMS patient billing and collection policy of the City of La Marque, effective upon passage and execution.

Section 3. 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, *Chapt. 551, Tex Gov't Code*.

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED this the ____ day of July, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

EXHIBIT “A”

EMERGENCY MEDICAL SERVICES PATIENT BILLING AND COLLECTION POLICY

Patients receiving emergency medical services provided by the City of La Marque shall be billed in accordance with best practice billing and re-billing process which call for billing/re-billing three (3) times at regular thirty (30) day “cycle billing” intervals. Periodic reviews will be conducted to determine if collection action is appropriate.

When direct contact with the patient becomes necessary, the billing process shall engage in “**customary**” industry best practices patient contact billing utilizing Auto-Dialer Technology and Predictive Dialer Technology.

Aged patient receivables may be submitted for best practices collection with scheduled reviews to determine if collection activity should continue or cease. Per Resolution R-2019-0017, the City reserves the right to report to credit reporting agencies and pursue collection efforts on all delinquent accounts deemed necessary.

RESOLUTION NO. R-2014-007

A RESOLUTION AUTHORIZING RESCISSION OF EXISTING EMERGENCY MEDICAL SERVICES PATIENT BILLING WAIVER POLICY FOR UNPAID BALANCES NOT COVERED BY INSURANCE FOR “IN-DISTRICT RESIDENT PATIENTS”; AND AUTHORIZING IMPLEMENTATION OF A REVISED EMERGENCY MEDICAL SERVICES PATIENT BILLING POLICY FOR “IN-DISTRICT RESIDENT PATIENTS” AND “OUT-OF-DISTRICT PATIENTS”.

WHEREAS, the City of La Marque Fire Department commenced providing Emergency Medical Services in January, 2006; and

WHEREAS, the City of La Marque contracted with Intermedix Corporation for EMS patient billing services upon commencement of service; and

WHEREAS, the City of La Marque issued a policy directive to Intermedix Corporation on February 14, 2006, directing them to bill “In-District Resident Patients” only to the extent of insurance coverage; and

WHEREAS, the City of La Marque conducted a fiscal impact study of the existing EMS patient billing practice and feasibility study for its continuation; and,

WHEREAS, the City of La Marque desires to rescind the existing waiver policy of unpaid balances not covered by insurance for “In-District Resident patients” and establish new emergency medical services patient billing policies in lieu thereof.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Rescission. That the policy directive to Intermedix Corporation o February 14, 2006, directing them to bill “In-District Resident Patients” only to the extent of insurance coverage is hereby rescinded.

Section 3. Proceedings. That the Emergency Medical Services patient billing policy for “In-District Resident Patients” and “Out-of-District Patients” attached hereto as Exhibit “A” is hereby adopted as the EMS patient billing policy of the City of La Marque, effective upon passage and execution.

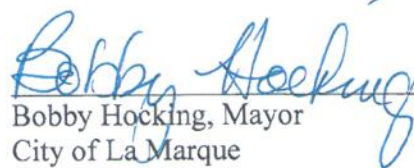
Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that

public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex Gov't Code*.

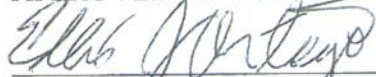
Section 5. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED this the 10th day of March, 2014.

THE CITY OF LA MARQUE, TEXAS


Bobby Hocking, Mayor
City of La Marque

APPROVED AS TO FORM:


Ellis J. Ortego, City Attorney

ATTEST:

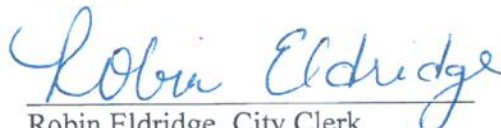

Robin Eldridge, City Clerk

EXHIBIT “A”

EMERGENCY MEDICAL SERVICES PATIENT BILLING POLICY

IN-DISTRICT RESIDENT PATIENT ACCOUNTS

“In-District Resident” patients receiving emergency medical services provided by the City of La Marque shall be billed in accordance with the standard, best practices billing and re-billing process which calls for billing/re-billing three (3) times at regular thirty (30) day “cycle billing” intervals, with scheduled reviews to determine if collection action is indicated.

When direct contact with the patient becomes necessary, the billing contractor shall engage in “**soft**” industry best practices patient contact billing utilizing Auto-Dialer Technology and Predictive Dialer Technology.

Aged patient receivables shall be submitted for best practices collection by a contractor selected by the City for a period not to exceed one hundred and eighty (180) days with scheduled reviews to determine if collection activity should continue or cease. In-District Resident delinquent patient accounts (**shall not**) be reported to any of the “credit reporting agencies” or subjected to litigation.

OUT-OF-DISTRICT PATIENT ACCOUNTS

“Out-of-District” patients receiving emergency medical services provided by the City of La Marque shall be billed in accordance with the standard, best practices billing and re-billing process which calls for billing/re-billing three (3) times at regular thirty (30) day “cycle billing” intervals, with scheduled reviews to determine if collection action is indicated.

When direct contact with the patient becomes necessary, the billing contractor shall engage in “**customary**” industry best practices patient contact billing utilizing Auto-Dialer Technology, Predictive Dialer Technology and other available technology/processes at the billing contract’s discretion.

Aged patient receivables shall be submitted for best practices collection by a contractor selected by the City for a period not to exceed one hundred and eighty (180) days with scheduled reviews to determine if collection activity should continue or cease. Out-of-District delinquent patient accounts (**may be**) reported to any of the “credit reporting agencies”, but shall not be subjected to litigation.

INTEROFFICE MEMORANDUM

LA MARQUE FIRE DEPARTMENT

TO: Carol Buttler, City Manager

FROM: Gerald Grimm, Fire Chief

DATE: January 24, 2014

SUBJECT: Analysis and Background of Existing EMS Fees {In-District Resident Waiver} Policy

I have provided the historical information available and relevant facts and supporting literature surrounding the referenced policy for your perusal and consideration along with my analysis of same.

We have also sought and received financial projections from Intermedix illustrating the potential financial loss impacted by this policy. Additionally, I have conducted a “snapshot sampling” of other jurisdictions in the area to determine the extent of similar policies which I have enclosed for review.

BACKGROUND

The City of La Marque entered into a coalition of cities on the mainland led by the Texas City Fire Department along with county government in August of 2005 to address the imminent crisis created by the abrupt and unanticipated discontinuation of EMS service by Gold Star EMS and, to explore alternative options which would afford greater continuity of quality service without the ongoing threat of recurring interruption or total stoppage as was the case with Gold Star EMS and previous providers.

La Marque chose to establish a “Fire Department” based EMS service as did Texas City and Dickinson. Galveston County in conjunction with the Galveston County Health District chose to expand Galveston EMS (GEMS) to provide EMS service to the remaining participants on the mainland and in the unincorporated areas under separate agreement. Galveston EMS provided service to La Marque in the intervening period until La Marque Fire Department went **{live}** with licensed EMS service in January, 2006.

On February 14, 2006, Fire Chief Todd Zacherl, ostensibly acting on behalf of the City Manager and City Council issued a policy directive to Intermedix which reads in part:

“...La Marque is writing this letter to inform Intermedix to bill bona fide residents of our city only to the extent of their {insurance coverage}...The City plans to treat revenue received from various local taxes and/or utility assessments as payment of otherwise applicable copayments and deductibles due from residents...The city is providing this benefits to its residents as per CMS carrier manual section 2309.4...”

On December 9, 2011, City Attorney, Ellis Ortego issued an {advisory} memorandum to City Manager Buttler following production of what was obviously limited and incomplete documentation apparently assembled by the fire department which calls into question the practice of waiving copayments and deductibles for federally funded Medicare and Medicaid benefits, and commercial insurance coverage for allowable reimbursement for charges by entities of state or

local government for (emergency medical services and patient transport fees). *A copy of the memorandum is attached.* The memorandum reads in part:

“After analyzing the research materials provided to you by Susan A. Best, it appears that it is unlawful and possibly a crime to submit a claim to a public or private health care program for providing a medical benefit or service...after waiving copayments”

“My recommendation is to charge and collect co-payments for EMS services...”

ANALYSIS AND CONCLUSIONS

This is a prolific and, at times, a volatile issue for local government entities providing Emergency Medical Services to its citizenry and, has been for over a decade with the ever growing advent of “government based” EMS service rather than relying on “private sector EMS providers” where there is no doubt that waiving “unpaid balances” is prohibited in the private sector. However, many cities and counties across the nation have policies similar to ours, but those that do and make it work within the parameters established by federal law {federal anti-kickback statute} and attendant CMS regulations have formally adopted such policies vis-à-vis legislative action by the elected body and, have sought and received a {specific} OIG advisory opinion allowing said waiver from the Office of Inspector General for their jurisdiction.

It is clear in reading the numerous OIG advisory opinions (*representative sample attached*) issued on this subject and numerous law bulletins (*representative sample attached*) all of which include cautionary language stating that as with all OIG advisory opinions, the OIG cautions that the opinion has no application to, and cannot be relied upon by, any other entity of government. Therefore, it is clear La Marque erred by not pursuing legal exemption from the prohibition; therefore, our policy contravenes federal law and regulations.

Entities seeking exception from the regulations can rely upon and base their request for exemption on the clear reading of the Centers for Medicare and Medicaid Services Carrier Manual, Section 2309.4 which reads in part, but must do so formally: **“A {state or local government} facility which reduces or waives its charges for patients unable to pay, or charges patients only to the extent of their Medicare and other health insurance coverage, is not viewed as furnishing free services and may therefore receive program payment.”** *A copy of Health Law Update May 2003 is attached.*

I have provided an excerpt from a FACT SHEET, dated November 1999, issued by the Office of Inspector General, Office of Public Affairs which further clarifies the basis for exemptions {if sought} pursuant to the “Safe Harbor” provisions which provide and encompass EMS waiver exemptions if solicited and received. *A copy of the fact sheet is attached.* It reads in part:

“On the books since 1972, the federal anti-kickback law’s main purpose is to protect patients and the federal health care programs from fraud and abuse by curtailing the corrupting influence of money on health care decisions. Straightforward but broad, the law states that anyone who knowingly and willfully receives or pays anything of value to influence the referral of federal health care program business, including Medicare and Medicaid, can be held accountable for a felony. Violations of the

law are punishable by up to five years in prison, criminal fines up to \$25,000, administrative civil money penalties up to \$50,000, and exclusion from participation in federal health care programs.

Because the law is broad on its face, concerns arose among health care providers that some relatively innocuous – and in some cases even beneficial – commercial arrangements are prohibited by the anti-kickback law. Responding to these concerns, Congress in 1987 authorized the Department to issue regulations designating specific “safe harbors” for various payment and business practices that, while potentially prohibited by the law, would not be prosecuted”

ESTIMATED FISCAL IMPACT

Considering the many variables that come into play, such as Medicare vs. Commercial vs. Self-Pay, etc., coupled with our past performance, demographics, and payor mixes, Intermedix estimates an additional return of 8 – 10% of our net billable charges with the elimination of the CMS exception which translates to approximately \$35,000.00 - \$50,000.00 range annualized.

It must be noted that the potential for {exponential} returns above and beyond those estimated by Intermedix which are based solely on the rescission of the “waiver policy” could be achieved with a “**soft collection**” policy for unpaid patient balances owing. Although impossible to extrapolate without historical financial experience upon which to base future estimates, it is clear that approximately \$1,000,000.00 annually which represents the difference between the “net billable charges” and “net collections” remains uncollected.

I have attempted to capture a balanced factual history of this issue as I know it, and to flesh out the relevant facts that are available for review and analysis to afford a clearer landscape of the many considerations and options available to you and City Council going forward during your review. Although I harbor my own opinions on this matter, I have avoided articulating them in that the “appropriateness” of this public policy, and all others effecting the citizenry of La Marque remains entirely within the purview of our elected officials.

I welcome the opportunity to discuss this issue with you in greater detail at your convenience should you desire. As always, I appreciate your continued support and the leadership you provide.

IN-DISTRICT RESIDENT WAIVER OF EMS FEES SURVEY

Pearland EMS

City EMS Service	Unofficial Waiver Policy – No Collection Actions Taken
-------------------------	---

Santa Fe

City EMS Service	Formally Adopted Waiver Policy
-------------------------	---------------------------------------

Dickinson

City EMS Service	No Waiver Policy
-------------------------	-------------------------

Texas City

City EMS Service	No Waiver Policy
-------------------------	-------------------------

Webster

Contracted EMS Service – Contractor Subsidized by City for Unpaid Balances and Co-Payments

Victoria

City EMS Service	No Waiver Policy
-------------------------	-------------------------

Alvin

City EMS Service	Informal Waiver Policy – Unpaid Balances Covered by EMS Donations on Water Bills
-------------------------	---

MAYOR - Larry Crow, Sr.
MAYOR PRO-TEM - Hank Wrenn
COUNCIL MEMBERS - Keith Bell, Bill Charbonneau, James Osteen
CITY MANAGER - Robert F. Ewart



February 14, 2006

Intermedix, Inc.
16225 Park Ten Place Drive, Suite 805
Houston, Texas 77084

Dear Intermedix::

The City of La Marque is writing this letter to inform Intermedix to bill bona fide residents of our city only to the extent of their insurance coverage. The city plans to treat revenue received from various local taxes and/or utility assessments as payment of otherwise applicable co-payments and deductibles due from residents. The city is providing this benefit to its residents as per CMS carrier manual section 2309.4 and multiple advisory opinions published by the Office of the Inspector General (<http://oig.hhs.gov/fraud/advisoryopinions>).

We are instructing Intermedix to treat our city (in district) residents in this manner unless we notify Intermedix otherwise.

Sincerely,



Todd Zacherl,
Fire Chief

1111 BAYOU · LA MARQUE, TEXAS 77568-4299

Administration 938-9202 · Public Works 938-9280 · Police 938-9269 · Fire 938-9260 · Judicial 938-9245 · Inspection 938-9204



MAYOR: Bobby Hocking
MAYOR PRO-TEM: Keith Bell
COUNCIL MEMBERS: James Osteen, Connie Trube, Clint Brown
CITY MANAGER: Carol Buttler

MEMO

**TO: CAROL BUTTLER
CITY MANAGER**

**FROM: ELLIS ORTEGO
CITY ATTORNEY**

DATE: DECEMBER 9, 2011

RE: WAIVER OF COPAYMENTS FOR EMS SERVICE

After analyzing the research materials provided to you by Susan A. Best, it appears that it is unlawful and possibly a crime to submit a claim to a public or private health care program for providing a medical benefit or service (in our situation ambulance service) after waiving copayments. The example given is: Assume a \$100 total charge where the patient has an 80/20 plan. "If the provider waives the patient's obligation to pay 20%, then, arguably the commercial plan owes only 80% of \$80.00." Submission of a claim for \$80.00 could be considered fraudulent.

My recommendation is to charge and collect co-payments for EMS services provided by the City.

I hope you find this to be useful.

Ao;12/9/11;Z:\Cities\La Marque\memoemscopay.doc



[We redact certain identifying information and certain potentially privileged, confidential, or proprietary information associated with the individual or entity, unless otherwise approved by the requestor.]

Issued: August 29, 2011

Posted: September 6, 2011

[Names and address redacted]

Re: OIG Advisory Opinion No. 11-13

Ladies and Gentlemen:

We are writing in response to your request for an advisory opinion regarding a proposal for a county which provides emergency medical services ("EMS") transportation through its fire department, to treat revenue received from taxes as payment of otherwise applicable cost-sharing amounts owed by bona fide county residents for EMS transportation to hospitals (the "Proposed Arrangement"). Specifically, you have inquired whether the Proposed Arrangement would constitute grounds for the imposition of sanctions under the civil monetary penalty provision prohibiting inducements to beneficiaries, section 1128A(a)(5) of the Social Security Act (the "Act"), or under the exclusion authority at section 1128(b)(7) of the Act, or the civil monetary penalty provision at section 1128A(a)(7) of the Act, as those sections relate to the commission of acts described in section 1128B(b) of the Act, the Federal anti-kickback statute.

You have certified that all of the information provided in your request, including all supplementary letters, is true and correct and constitutes a complete description of the relevant facts and agreements among the parties.

In issuing this opinion, we have relied solely on the facts and information presented to us. We have not undertaken an independent investigation of such information. This opinion is limited to the facts presented. If material facts have not been disclosed or have been misrepresented, this opinion is without force and effect.

Based on the facts certified in your request for an advisory opinion and supplemental submissions, we conclude that the Proposed Arrangement would not generate prohibited remuneration under the anti-kickback statute. Accordingly, the Office of Inspector General (“OIG”) would not impose administrative sanctions on [name redacted] under sections 1128(b)(7) or 1128A(a)(7) of the Act (as those sections relate to the commission of acts described in section 1128B(b) of the Act) in connection with the Proposed Arrangement. In addition, the OIG would not impose administrative sanctions on [name redacted] under section 1128A(a)(5) of the Act in connection with the Proposed Arrangement. This opinion is limited to the Proposed Arrangement and, therefore, we express no opinion about any ancillary agreements or arrangements disclosed or referenced in your request letter or supplemental submissions.

This opinion may not be relied on by any persons other than [name redacted], the requestor of this opinion, and is further qualified as set out in Part IV below and in 42 C.F.R. Part 1008.

I. FACTUAL BACKGROUND

[Name redacted] (the “County”) is a legal subdivision of [state name redacted] that provides EMS transportation through its fire department (the “Department”). Under the County code, the Department is responsible for management and oversight of the provision of pre-hospital emergency patient care and services as well as any additional services related to fire safety and EMS transportation. The Department is comprised of the employees of the County Fire and EMS transportation operations and various volunteer fire companies and volunteer rescue squads.¹ No private EMS transportation is offered in the County.

Currently, the County funds EMS transportation within its service area by means of taxes and per-service ambulance transport fees. These fees are established by municipal ordinance and are billed to patients and their insurers, including Federal health care programs such as Medicare and Medicaid. The County bills all patients and their insurers the full amount of the fees for EMS transportation, including any applicable cost-sharing amounts such as co-payments and deductibles.

Under the Proposed Arrangement, the County would not bill bona fide County residents who receive EMS transportation to hospitals for cost-sharing amounts for which they otherwise would be responsible. The County would accept payment from bona fide County residents’ insurers, including Federal health care programs, as payment in full for the EMS transportation to hospitals (i.e., “insurance only billing”), and would treat revenues received from local taxes as payment of the cost-sharing amounts. The County

¹ The County’s Code of Ordinances §§ 61-50, 61-51 & 61-52.

would continue to bill non-resident patients for any cost-sharing amounts due in connection with their EMS transportation.

II. LEGAL ANALYSIS

A. Law

The anti-kickback statute makes it a criminal offense knowingly and willfully to offer, pay, solicit, or receive any remuneration to induce or reward referrals of items or services reimbursable by a Federal health care program. See section 1128B(b) of the Act. Where remuneration is paid purposefully to induce or reward referrals of items or services payable by a Federal health care program, the anti-kickback statute is violated. By its terms, the statute ascribes criminal liability to parties on both sides of an impermissible “kickback” transaction. For purposes of the anti-kickback statute, “remuneration” includes the transfer of anything of value, directly or indirectly, overtly or covertly, in cash or in kind.

The statute has been interpreted to cover any arrangement where one purpose of the remuneration was to obtain money for the referral of services or to induce further referrals. United States v. Kats, 871 F.2d 105 (9th Cir. 1989); United States v. Greber, 760 F.2d 68 (3d Cir.), cert. denied, 474 U.S. 988 (1985). Violation of the statute constitutes a felony punishable by a maximum fine of \$25,000, imprisonment up to five years, or both. Conviction will also lead to automatic exclusion from Federal health care programs, including Medicare and Medicaid. Where a party commits an act described in section 1128B(b) of the Act, the OIG may initiate administrative proceedings to impose civil monetary penalties on such party under section 1128A(a)(7) of the Act. The OIG may also initiate administrative proceedings to exclude such party from the Federal health care programs under section 1128(b)(7) of the Act.

Section 1128A(a)(5) of the Act provides for the imposition of civil monetary penalties against any person who gives something of value to a Medicare or state health care program, including Medicaid, beneficiary that the benefactor knows or should know is likely to influence the beneficiary’s selection of a particular provider, practitioner, or supplier of any item or service for which payment may be made, in whole or in part, by Medicare or a state health care program, including Medicaid. The OIG may also initiate administrative proceedings to exclude such party from the Federal health care programs. Section 1128A(i)(6) of the Act defines “remuneration” for purposes of section 1128A(a)(5) as including, inter alia, the waiver of cost-sharing obligations (or any part thereof).²

² The statute contains an exception to the definition of remuneration, not applicable here, for certain waivers of cost-sharing obligations that are not advertised, that are not routine,

B. Analysis

The “insurance only” billing under the Proposed Arrangement could implicate the anti-kickback statute to the extent that it constitutes a limited waiver of Medicare or other Federal health care program cost-sharing amounts. Our concern about potentially abusive waivers of Medicare cost-sharing amounts under the anti-kickback statute is longstanding. For example, we previously have stated that providers that routinely waive Medicare cost-sharing amounts for reasons unrelated to individualized, good faith assessments of financial hardship may be held liable under the anti-kickback statute. See, e.g., Special Fraud Alert, 59 Fed. Reg. 65372, 65374 (Dec. 19, 1994). Such waivers may constitute prohibited remuneration to induce referrals under the anti-kickback statute, as well as a violation of the civil monetary penalty prohibition against inducements to beneficiaries, section 1128A(a)(5) of the Act.

However, there is a special rule for providers and suppliers that are owned and operated by a state or a political subdivision of a state, such as a municipality or fire department. The Centers for Medicare & Medicaid Services (“CMS”) Medicare Benefit Policy Manual (“BPM”) Chapter 16, section 50.3.1 provides that:

A [state or local government] facility which reduces or waives its charges for patients unable to pay, or charges patients only to the extent of their Medicare and other health insurance coverage, is not viewed as furnishing free services and may therefore receive program payment.

Pub. 100-02 BPM Chap. 16, section 50.3.1 at:

<http://www.cms.hhs.gov/manuals/Downloads/bp102c16.pdf> (formerly Medicare Carrier Manual section 2309.4 and Medicare Intermediary Manual section 3153.3A).

Notwithstanding the use of the term “facility,” CMS has confirmed that this provision would apply to a state or municipal ambulance company that is a Medicare Part B supplier. CMS has also confirmed that this provision would apply to waivers of cost-sharing amounts for residents who need EMS transportation.

Accordingly, because Medicare would not require the County to collect cost-sharing amounts from residents, we would not impose sanctions under the anti-kickback statute where the cost-sharing waiver is implemented by the County categorically for bona fide residents of the County.³ Nothing in this advisory opinion would apply to waivers of cost-sharing amounts based on criteria other than residency, as defined by the County.

and that are made on the basis of individual determinations of financial need or for which reasonable collection efforts have been made. Section 1128A(i)(6) of the Act.

³ We note that for the same reasons we would not impose sanctions under section 1128A(a)(5) of the Act.

We note that this provision of the CMS manual applies only to situations in which the governmental unit is the ambulance supplier; it does not apply to contracts with outside ambulance suppliers. For example, where a municipality contracts with an outside ambulance supplier for the provision of services to residents of its service area, the municipality cannot require the ambulance supplier to waive out-of-pocket cost-sharing amounts unless the municipality pays the cost-sharing amounts owed or otherwise makes provisions for the payment of such cost-sharing amounts. See, e.g., OIG Advisory Opinion No. 01-12 (July 20, 2001). There is an important difference between a municipally-owned ambulance company voluntarily waiving cost-sharing amounts for its own residents and a municipality requiring a private company to bill "insurance only" as a condition of getting the municipality's EMS transportation business, including Medicare business. Lump sum or periodic payments by the municipality, on behalf of residents or others, may be permitted if the payments are reasonably calculated to cover the expected uncollected cost-sharing amounts.

III. CONCLUSION

Based on the facts certified in your request for an advisory opinion and supplemental submissions, we conclude that the Proposed Arrangement would not generate prohibited remuneration under the anti-kickback statute. Accordingly, the OIG would not impose administrative sanctions on [name redacted] under sections 1128(b)(7) or 1128A(a)(7) of the Act (as those sections relate to the commission of acts described in section 1128B(b) of the Act) in connection with the Proposed Arrangement. In addition, the OIG would not impose administrative sanctions on [name redacted] under section 1128A(a)(5) of the Act in connection with the Proposed Arrangement. This opinion is limited to the Proposed Arrangement and, therefore, we express no opinion about any ancillary agreements or arrangements disclosed or referenced in your request letter or supplemental submissions.

IV. LIMITATIONS

The limitations applicable to this opinion include the following:

- This advisory opinion is issued only to [name redacted], the requestor of this opinion. This advisory opinion has no application to, and cannot be relied upon by, any other individual or entity.
- This advisory opinion may not be introduced into evidence in any matter involving an entity or individual that is not a requestor of this opinion.
- This advisory opinion is applicable only to the statutory provisions specifically noted above. No opinion is expressed or implied here in with

respect to the application of any other Federal, state, or local statute, rule, regulation, ordinance, or other law that may be applicable to the Proposed Arrangement, including, without limitation, the physician self-referral law, section 1877 of the Act.

- This advisory opinion will not bind or obligate any agency other than the U.S. Department of Health and Human Services.
- This advisory opinion is limited in scope to the specific arrangement described in this letter and has no applicability to other arrangements, even those which appear similar in nature or scope.
- No opinion is expressed herein regarding the liability of any party under the False Claims Act or other legal authorities for any improper billing, claims submission, cost reporting, or related conduct.

This opinion is also subject to any additional limitations set forth at 42 C.F.R. Part 1008.

The OIG will not proceed against [name redacted] with respect to any action that is part of the Proposed Arrangement taken in good faith reliance upon this advisory opinion, as long as all of the material facts have been fully, completely, and accurately presented, and the Proposed Arrangement in practice comports with the information provided. The OIG reserves the right to reconsider the questions and issues raised in this advisory opinion and, where the public interest requires, to rescind, modify, or terminate this opinion. In the event that this advisory opinion is modified or terminated, the OIG will not proceed against [name redacted] with respect to any action taken in good faith reliance upon this advisory opinion, where all of the relevant facts were fully, completely, and accurately presented and where such action was promptly discontinued upon notification of the modification or termination of this advisory opinion. An advisory opinion may be rescinded only if the relevant and material facts have not been fully, completely, and accurately disclosed to the OIG.

Sincerely,

/Lewis Morris/

Lewis Morris
Chief Counsel to the Inspector General

Office of Inspector General Approves Waiver of Copayments and Deductibles for Ambulance Services to Residents of Fire District

On April 25, 2003, the Office of the Inspector General ("OIG") of the U.S. Department of Health and Human Services, issued an advisory opinion allowing a municipal corporation to treat tax revenues from residents as payment of copayments and deductibles. The OIG said that the proposed practice did not violate the federal anti-kickback statute. The advisory opinion was in response to an inquiry from a fire protection district that owned an ambulance service and was the exclusive provider of emergency medical services in its service area. The fire district did not subcontract its services. The fire district adopted an ordinance under which it billed residents only to the extent of their insurance coverage. The fire district treated the revenues from local taxes as payment of any applicable copayments and deductibles.

The fire district was concerned that its ordinance might violate the federal antikickback statute. The anti-kickback statute makes it a criminal offense knowingly and willfully to offer, pay solicit, or receive anything of value to induce referrals of items or services reimbursable by a federal health program. In 1994, the OIG issued a Special Fraud Alert emphasizing its concern over potentially abusive waivers of Medicare copayments and deductibles. The OIG generally views such waivers of copayments and deductibles as prohibited attempts to induce referrals.

However, the OIG approved the fire district's ordinance on the basis of a special rule for providers that are owned and operated by municipal corporations. The Centers for Medicare and Medicaid Services ("CMS") Carrier Manual states in section 2309.4:

A [state or local government] facility which reduces or waives its charges for patients unable to pay, or charges patients only to the extent of their Medicare and other health insurance coverage, is not viewed as furnishing free services and may therefore receive program payment.

The OIG reasoned that because CMS would not require the fire district to collect copayments or deductibles from residents, the OIG would not impose sanctions under the antikickback statute if the fire district waived copayments and deductibles for residents. The OIG cautioned that this exemption applied only to bona fide residents or the employees of bona fide residents. The OIG also emphasized that the exemption applied only to situations in which the governmental unit is the ambulance supplier. If a municipality contracts with an outside ambulance supplier to provide services to residents, the municipality cannot require the ambulance supplier to waive coinsurance amounts unless the municipality pays the coinsurance.

As with all OIG advisory opinions, the OIG cautioned that the opinion has no application to, and cannot be relied upon by, any other entity. However, other municipalities can rely on the exemption in the CMS carrier manual on which the OIG based its advisory opinion. The OIG's opinion appears to be a reasonable interpretation of the provision in the CMS manual that allows state or local government facilities to waive or reduce copayments or deductibles for residents. Some Washington state public hospital districts have implemented similar programs in the past and, in light of this advisory opinion, other public hospital districts may now wish to consider the viability of a similar program. A copy of the OIG Advisory Opinion is available online at: <http://oig.hhs.gov/fraud/docs/advisoryopinions/2003/ao0309.pdf>.

SPECIAL ADVISORY BULLETIN WARNS AGAINST SUSPECT JOINT VENTURES

The Office of the Inspector General ("OIG") of the U.S. Department of Health and Human Services has issued a Special Advisory Bulletin warning that certain joint ventures may violate the antikickback statute. The Bulletin focuses on joint ventures where a healthcare provider in one line of business (the "Owner") expands into a related business by contracting with an existing provider of a related item or service ("Supplier"). Generally, the Supplier manages the new line of business and often will supply it with inventory, employees, space, billing and other services. The OIG generally disapproves of this type of arrangement if the result is the Owner con-

tracting out the entire line of business to a potential competitor and receiving in return the profits as compensation for referrals of patients insured by federal programs.

The OIG identified several indicia of a suspect joint venture. For example, an Owner may seek to expand into a new line of business to provide a service to its existing patient base. The Owner's primary contribution is referrals. The Owner has little or no financial risk. The Supplier is an entity that would normally be a competitor for the new line of business. The Supplier provides many of the key services, such as management, billing, equipment, personnel, and office space. The Owner's compensation takes into account the volume and value of services. An arrangement that meets some or all of the criteria may be considered suspect by the OIG under the AKS.

Of course, the presence or absence of some of these elements is not determinative of the legitimacy of a particular arrangement. In general, the opinion does not add any new analysis to its 1989 Fraud Alert as joint ventures. It may be possible to carefully structure a contractual joint venture that meets safe harbor protection under the AKS. However, the Bulletin is a warning that the OIG will look closely at joint ventures in general; and specifically joint ventures in which a new line of business is contracted out to a potential competitor. The full text of the Special Advisory Bulletin is available online at: <http://oig.hhs.gov/fraud/docs/alertsandbulletins/042303SABJointVentures.pdf>.



Office of Inspector General
Office of Public Affairs
330 Independence Ave., SW
Room 5541, Cohen Bldg.
Washington, DC 20201
(202) 619-1343

FACT SHEET

November 1999

Contact: Alwyn Cassil (202) 205-0333

FEDERAL ANTI-KICKBACK LAW AND REGULATORY SAFE HARBORS

Overview: *On the books since 1972, the federal anti-kickback law's main purpose is to protect patients and the federal health care programs from fraud and abuse by curtailing the corrupting influence of money on health care decisions. Straightforward but broad, the law states that anyone who knowingly and willfully receives or pays anything of value to influence the referral of federal health care program business, including Medicare and Medicaid, can be held accountable for a felony. Violations of the law are punishable by up to five years in prison, criminal fines up to \$25,000, administrative civil money penalties up to \$50,000, and exclusion from participation in federal health care programs.*

Because the law is broad on its face, concerns arose among health care providers that some relatively innocuous -- and in some cases even beneficial -- commercial arrangements are prohibited by the anti-kickback law. Responding to these concerns, Congress in 1987 authorized the Department to issue regulations designating specific "safe harbors" for various payment and business practices that, while potentially prohibited by the law, would not be prosecuted.

The Office of Inspector General has previously published 13 regulatory safe harbors, 11 in 1991 and two in 1992. A new final rule scheduled for publication in the Nov. 19, 1999, Federal Register will establish eight new safe-harbor provisions and clarify six of the original 11 safe harbors published in 1991. These proposals were published in the Federal Register in 1993 and 1994 and have been significantly modified in response to voluminous public comments. Additionally, an interim final rule establishing a safe harbor for shared-risk arrangements is scheduled for publication in the Nov. 19, 1999, Federal Register. After publication of the two new rules, there will be a total of 23 anti-kickback safe harbors consolidated in the Code of Federal Regulations in 21 subparagraphs.

SAFE HARBORS GENERALLY

Safe harbors immunize certain payment and business practices that are implicated by the anti-kickback statute from criminal and civil prosecution under the statute. To be protected by a safe harbor, an arrangement must fit squarely in the safe harbor. Failure to comply with a safe harbor provision does not mean that an arrangement is *per se* illegal. Compliance with safe harbors is voluntary, and arrangements that do not comply with a safe harbor must be analyzed on a case-by-case basis for compliance with the anti-kickback statute. Parties who are uncertain whether their arrangements qualify for safe harbor protection may request an advisory opinion. Instructions on how to request an advisory opinion are available on the Internet at <http://oig.hhs.gov>.

THE 13 EXISTING SAFE HARBORS

The 1991 safe harbors addressed the following types of business or payment practices: investments in large

publicly held health care companies; investments in small health care joint ventures; space rental; equipment rental; personal services and management contracts; sales of retiring physicians' practices to other physicians; referral services; warranties; discounts; employee compensation; group purchasing organizations; and waivers of Medicare Part A inpatient cost-sharing amounts. The 1992 interim final safe harbors, which were finalized in 1996, addressed the following practices in managed care settings: increased coverage, reduced cost-sharing amounts, or reduced premium amounts offered by health plans to beneficiaries; and price reductions offered to health plans by providers.

THE NEW SAFE HARBORS

The preamble to the new final rule includes a summary of each proposal from 1993 and 1994, a summary of each new safe harbor, and the Office of Inspector General's response to public comments on each topic area. The new safe harbors address the following areas: investments in underserved areas; practitioner recruitment in underserved areas; obstetrical malpractice insurance subsidies for underserved areas; sales of practices to hospitals in underserved areas; investments in ambulatory surgical centers; investments in group practices; referral arrangements for specialty services; and cooperative hospital service organizations.

Investments in Ambulatory Surgical Centers (ASCs)

The original proposal protected only Medicare-certified ASCs wholly owned by surgeons. Many in the industry urged that the original proposal be broadened. The expanded final rule protects certain investment interests in four categories of freestanding Medicare-certified ASCs: surgeon-owned ASCs; single-specialty ASCs (e.g., all gastroenterologists); multi-specialty ASCs (e.g., a mix of surgeons and gastroenterologists); and hospital/physician-owned ASCs. In general, to be protected, physician investors must be physicians for whom the ASC is an extension of their office practice pursuant to conditions set forth in the safe harbor. Hospital investors must not be in a position to make or influence referrals. Certain investors who are not existing or potential referral sources are permitted. The ASC safe harbor does not apply to other physician-owned clinical joint ventures, such as cardiac catheterization labs, end-stage renal dialysis facilities or radiation oncology facilities.

Joint Ventures in Underserved Areas

Often health care ventures in medically underserved areas have difficulty attracting needed capital, and, often, the best available sources of capital are local physicians. Many underserved area ventures cannot fit in the existing safe harbor for small entity joint ventures because that safe harbor limits physician ownership and the revenues that can be derived from referrals from physician investors. The underserved area joint venture safe harbor relaxes several of the conditions of the existing joint venture safe harbor. The new safe harbor permits a higher percentage of physician investors -- up to 50 percent -- and unlimited revenues from referral source investors. The new safe harbor expands on the 1993 proposal by including joint ventures in underserved urban, as well as rural, areas. To qualify, a venture must be located in a medically underserved area, as defined by Department regulation, and serve 75 percent medically underserved patients.

Practitioner Recruitment in Underserved Areas

This safe harbor protects recruitment payments made by entities to attract needed physicians and other health care professionals to rural and urban health professional shortage areas (HPSAs), as designated by the Health Resources and Services Administration. The safe harbor requires that at least 75 percent of the recruited practitioner's revenue be from patients who reside in HSPAs or medically underserved areas or are members of medically underserved populations, such as the homeless or migrant workers. The safe harbor limits the duration of payments to three years. The safe harbor does not prescribe the types of protected payments, such as income guarantees or moving expenses, leaving that determination to negotiation by the parties.

Because of the risk of disguised payments for referrals, the safe harbor does not protect payments made by hospitals to existing group practices to recruit physicians to join the group, nor does it protect payments to retain existing practitioners. Such arrangements remain subject to case-by-case review under the anti-kickback statute.

Sales of Physician Practices to Hospitals in Underserved Areas

This safe harbor protects hospitals in HPSAs that buy and "hold" the practice of a retiring physician until a new physician can be recruited to replace the retiring one. To qualify for safe harbor protection, the sale must be completed within three years, and the hospital must engage in good faith efforts to recruit a new practitioner.

Subsidies for Obstetrical Malpractice Insurance in Underserved Areas

This safe harbor protects a hospital or other entity that pays all or part of the malpractice insurance premiums for practitioners engaging in obstetrical practice in HPSAs. To qualify for protection, at least 75 percent of the subsidized practitioners' patients must be medically underserved patients.

Investments in Group Practices

This safe harbor protects investments by physicians in their own group practices, if the group practice meets the physician self-referral (Stark) law definition of a group practice. The safe harbor also protects investments in solo practices where the practice is conducted through the solo practitioner's professional corporation or other separate legal entity. The safe harbor does not protect investments by group practices or members of group practices in ancillary services' joint ventures, although such joint ventures may qualify for protection under other safe harbors.

Specialty Referral Arrangements Between Providers

The safe harbor protects certain arrangements when an individual or entity agrees to refer a patient to another individual or entity for specialty services in return for the party receiving the referral to refer the patient back at a certain time or under certain circumstances. For example, a primary care physician and a specialist to whom the primary care physician has made a referral may agree that, when the referred patient reaches a particular stage of recovery, the primary care physician should resume treatment of the patient. The safe harbor does not protect arrangements involving parties that split a global fee from a federal program. The safe harbor requires that referrals be clinically appropriate, rather than based on arbitrary dates or time frames.

Cooperative Hospital Services Organizations

This safe harbor protects cooperative hospital service organizations (CHSOs) that qualify under section 501(e) of the Internal Revenue Code. CHSOs are organizations formed by two or more tax-exempt hospitals, known as "patron hospitals," to provide specifically enumerated services, such as purchasing, billing, and clinical services solely for the benefit of patron hospitals. The safe harbor will protect payments from a patron hospital to a CHSO to support the CHSO's operational costs and payments from a CHSO to a patron hospital that are required by IRS rules.

CLARIFICATION OF EXISTING SAFE HARBORS

The new final rule clarifies aspects of the original safe harbors for large and small entity investments; space rental; equipment rental; personal services and management contracts; referral services; and discounts. Many

of the changes are technical in nature. The intent of the clarifications is to make the regulations easier for the industry to understand and apply to particular factual circumstances.

Withdrawal of Proposed "Sham" Transactions Rule

The Office of Inspector General elected not to adopt the "sham" transactions rule proposed in the 1994 proposed regulation. However, the preamble to the new rule makes clear that safe harbors only protect arrangements if the form and substance of the transaction conform to the safe harbor in which shelter is sought.

SHARED-RISK SAFE HARBORS

In 1996, Congress enacted a new exception to the anti-kickback statute for certain shared-risk arrangements and directed the Department to issue regulations through a negotiated rulemaking process. The negotiating committee, composed of industry and government representatives, issued a joint committee statement in January 1998 that describes the agreement reached by the committee and served as a guideline for the government's rulemaking. The interim final rule with comment period for the shared-risk exception is also scheduled for publication in the Nov. 19, 1999, *Federal Register*.

###



**CITY OF LA MARQUE
SPECIAL CITY COUNCIL
MINUTES
Of
JULY 15, 2019**

Special City Council Meeting Minutes of the City of La Marque City Council held on Monday, July 15, 2019, 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
Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson
Robin Eldridge
Ellis Ortego

City Manager
City Clerk
City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking asked for blessings for the meeting.

Mayor Hocking pointed out a typo in the year in the caption of the agenda, it was posted in the newspaper correctly, but following the City Attorney's advice, asked Council to refrain from taking any votes or action on item 4d., the Resolution for medical services patient billing and collection.

(4) NEW BUSINESS

- a. City Manager to present the Proposed FY 2019-2020 Budget of the City of La Marque

City Manager Charles “Tink” Jackson presented the proposed FY 2019-2020 and asked that if anyone had any questions, to address those before the beginning of the budget workshops which begin next Monday.

- b. Discussion/possible action regarding the Community Development Block Grant-DR (CDBG-DR) applications and the projects tied to them

Alice Ashley of Provision Specialized Resources, LLC gave a review of two grants available, each one being 1.5 million dollars, one for acquisitions and the other for local infrastructure. The requirement is that seventy percent be used to benefit low to moderate income areas. (Replacing approximately 4000 linear feet of pipe along Merrie and Melody streets in the Westward Subdivision for drainage improvements and looking into acquiring 48 acres on the southwest side of the Gulf Freeway); “With the acquisition, it is required to do an additional housing activity and job training; senior citizens activities are eligible. One thing we were looking at would be to reach out to College of the Mainland and do some type of auto cad drafting job training for young adults. Once completed, the full application will be placed online, in the Library, in City Hall and at the Public Works Office. Citizens will have a thirty-day public comment period. Then on August 19th, have a public hearing, at which time ask Council for the final approval for submittal of the grant application(s).”

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

City Manager Charles “Tink” Jackson recommended the reappointment of Lucy Glenn and appointment of Samuel Swain to the Civil Service Commission. The appointment was seconded by Councilwoman Mc Auliffe. The appointment and reappointment stood as recommended

Councilmember Lane reappointed Bobby Hocking to the Economic Development Corporation. The appointment and reappointments stood as recommended.

- d. Discussion/possible action regarding adopting Resolution No. R-2019-0017, amending Resolution No. R-2014-007, Exhibit “A” on current emergency medical services patient billing and collection policy

Fire Chief Todd Weidman provided an overview of the current resolution that was adopted in 2014. “Currently, the resolution only allows initial collection efforts for out-of-district patients up to reporting delinquent accounts to credit reporting agencies. For in-district patients, the city does not allow those accounts to be reported to the credit reporting agencies. No further investigation in regards to pursuing litigation for in or out of district patients. As noted on the information sheets, almost two million dollars has been deemed uncollectible over the previous five years. Due to the financial impact and strain this places on other taxpayers, a recommendation is made to afford the City the ability to reserve the right to report to credit reporting agencies and pursue

collection efforts all delinquent accounts deemed necessary. Moving forward the City will be looking at the revenue for transports to ensure we are recouping the customary charges. Due to the upcoming expansion project on I-45, it has been noted that activities involving accidents tend to increase.

Further discussion included the fact that previously and currently, citizens of La Marque were not billed for ambulatory services. A breakdown of delinquent accounts totaling 1.9 Million dollars hasn't been broken down to separate the in-district and out-of-district accounts yet. Discussion continued providing information that there are cases of persons traveling from other cities and or states being involved in accidents and requiring services to be rendered for medical treatment and or ambulatory transportation from La Marque that cannot be recouped under the current policy. This resolution would allow time to research other ways and means to recuperate some of this money from outstanding and/or delinquent accounts, to see what the best practices are with the insurance companies, then bring it back to Council with a definitive plan.

Councilmember Michetich made a motion to adjourn the Special Called meeting at 7:18 p.m. Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

Robin Eldridge, TRMC, City Clerk



**CITY OF LA MARQUE
SPECIAL CALLED CITY COUNCIL
MINUTES
of
AUGUST 5, 2019**

Special City Council Meeting Minutes of the City of La Marque City Council held on Monday, August 5, 2019, 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 6:05 p.m.

(2) ROLL CALL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A - ABSENT
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking asked for blessings for the meeting.

(4) NEW BUSINESS

- a. Announcement of the proposed FY 2019-2020 Tax Rate of .550764 - Finance Director S. Kou announced the proposed FY 2019-2020 Tax Rate .550764.
- b. Discussion/possible action calling the First Public Hearing for the proposed FY 2019-2020 Tax Rate to be held on Monday, August 19, 2019 and the Second Public Hearing for the 2019-2020 Tax Rate to be held on Monday, August 26, 2019

- ** Councilmember Lane made a motion to approve the First Public Hearing for the proposed FY 2019-2020 Tax Rate to be held on Monday, August 19, 2019 and the Second Public Hearing for the 2019-2020 Tax Rate to be held on Monday, August 26, 2019
- ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**
- c. Discussion/possible action calling the First Public Hearing for the proposed FY 2019-2020 Budget to be held on Monday, August 19, 2019
- ** Councilmember Michetich made a motion to approve the First Public Hearing for the proposed FY 2019-2020 Budget to be held on Monday, August 19, 2019
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**
- d. Discussion/possible action regarding adopting Ordinance No. **O-2019-0014**, creating a Youth Program Fund where annually, Council will designate a mechanism to bring proposed projects or programs for funding from this fund
- ** Councilmember Michetich made a motion to adopt Ordinance No. **O-2019-0014**, creating a Youth Program Fund where annually, Council will designate a mechanism to bring proposed projects or programs for funding from this fund
This is the First reading
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

(5) EXECUTIVE SESSION

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

1. Section 551.074 (Personnel Matters) – City Manager roles and responsibilities

Mayor Hocking closed the Special Called Meeting and convened into Executive Session at 6:08 p.m.

Mayor Hocking reconvened to the Special Called Meeting at 6:58 p.m.

(6) ACTION TAKEN FROM EXECUTIVE SESSION

1. Discussion/possible action regarding City Manager roles and responsibilities

No action was taken from Executive Session

(7) 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.*

(8) ADJOURNMENT

****** Councilwoman Mc Auliffe made a motion to adjourn the Special Called Meeting at 7:02 p.m. Councilmember Lane seconded. MOTION CARRIED UNANIMOUSLY.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

Robin Eldridge, TRMC, City Clerk



**CITY OF LA MARQUE
REGULAR CITY COUNCIL
MINUTES
Of
JULY 15, 2019**

Special City Council Meeting Minutes of the City of La Marque City Council held on Monday, July 15, 2019, 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
Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson
Robin Eldridge
Ellis Ortego

City Manager
City Clerk
City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking asked for blessings for the meeting.

Mayor Hocking pointed out a typo in the year in the caption of the agenda, it was posted in the newspaper correctly, but following the City Attorney's advice, asked Council to refrain from taking any votes or action on item 4d., the Resolution for medical services patient billing and collection.

(4) NEW BUSINESS

- a. City Manager to present the Proposed FY 2019-2020 Budget of the City of La Marque

City Manager Charles “Tink” Jackson presented the proposed FY 2019-2020 and asked that if anyone had any questions, to address those before the beginning of the budget workshops which begin next Monday.

- b. Discussion/possible action regarding the Community Development Block Grant-DR (CDBG-DR) applications and the projects tied to them

Alice Ashley of Provision Specialized Resources, LLC gave a review of two grants available, each one being 1.5 million dollars, one for acquisitions and the other for local infrastructure. The requirement is that seventy percent be used to benefit low to moderate income areas. (Replacing approximately 4000 linear feet of pipe along Merrie and Melody streets in the Westward Subdivision for drainage improvements and looking into acquiring 48 acres on the southwest side of the Gulf Freeway); “With the acquisition, it is required to do an additional housing activity and job training; senior citizens activities are eligible. One thing we were looking at would be to reach out to College of the Mainland and do some type of auto cad drafting job training for young adults. Once completed, the full application will be placed online, in the Library, in City Hall and at the Public Works Office. Citizens will have a thirty-day public comment period. Then on August 19th, have a public hearing, at which time ask Council for the final approval for submittal of the grant application(s).”

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

City Manager Charles “Tink” Jackson recommended the reappointment of Lucy Glenn and appointment of Samuel Swain to the Civil Service Commission. The appointment was seconded by Councilwoman Mc Auliffe. The appointment and reappointment stood as recommended

Councilmember Lane reappointed Bobby Hocking to the Economic Development Corporation. The appointment and reappointments stood as recommended.

- d. Discussion/possible action regarding adopting Resolution No. R-2019-0017, amending Resolution No. R-2014-007, Exhibit “A” on current emergency medical services patient billing and collection policy

Fire Chief Todd Weidman provided an overview of the current resolution that was adopted in 2014. “Currently, the resolution only allows initial collection efforts for out-of-district patients up to reporting delinquent accounts to credit reporting agencies. For in-district patients, the city does not allow those accounts to be reported to the credit reporting agencies. No further investigation in regards to pursuing litigation for in or out of district patients. As noted on the information sheets, almost two million dollars has been deemed uncollectible over the previous five years. Due to the financial impact and strain this places on other taxpayers, a recommendation is made to afford the City the ability to reserve the right to report to credit reporting agencies and pursue

collection efforts all delinquent accounts deemed necessary. Moving forward the City will be looking at the revenue for transports to ensure we are recouping the customary charges. Due to the upcoming expansion project on I-45, it has been noted that activities involving accidents tend to increase.

Further discussion included the fact that previously and currently, citizens of La Marque were not billed for ambulatory services. A breakdown of delinquent accounts totaling 1.9 Million dollars hasn't been broken down to separate the in-district and out-of-district accounts yet. Discussion continued providing information that there are cases of persons traveling from other cities and or states being involved in accidents and requiring services to be rendered for medical treatment and or ambulatory transportation from La Marque that cannot be recouped under the current policy. This resolution would allow time to research other ways and means to recuperate some of this money from outstanding and/or delinquent accounts, to see what the best practices are with the insurance companies, then bring it back to Council with a definitive plan.

Councilmember Michetich made a motion to adjourn the Special Called meeting at 7:18 p.m. Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

Robin Eldridge, TRMC, City Clerk



**CITY OF LA MARQUE
SPECIAL CALLED CITY COUNCIL
MINUTES
of
AUGUST 5, 2019**

Special City Council Meeting Minutes of the City of La Marque City Council held on Monday, August 5, 2019, 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 6:05 p.m.

(2) ROLL CALL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A - ABSENT
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking asked for blessings for the meeting.

(4) NEW BUSINESS

- a. Announcement of the proposed FY 2019-2020 Tax Rate of .550764 - Finance Director S. Kou announced the proposed FY 2019-2020 Tax Rate .550764.
- b. Discussion/possible action calling the First Public Hearing for the proposed FY 2019-2020 Tax Rate to be held on Monday, August 19, 2019 and the Second Public Hearing for the 2019-2020 Tax Rate to be held on Monday, August 26, 2019

- ** Councilmember Lane made a motion to approve the First Public Hearing for the proposed FY 2019-2020 Tax Rate to be held on Monday, August 19, 2019 and the Second Public Hearing for the 2019-2020 Tax Rate to be held on Monday, August 26, 2019
- ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**
- c. Discussion/possible action calling the First Public Hearing for the proposed FY 2019-2020 Budget to be held on Monday, August 19, 2019
- ** Councilmember Michetich made a motion to approve the First Public Hearing for the proposed FY 2019-2020 Budget to be held on Monday, August 19, 2019
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**
- d. Discussion/possible action regarding adopting Ordinance No. **O-2019-0014**, creating a Youth Program Fund where annually, Council will designate a mechanism to bring proposed projects or programs for funding from this fund
- ** Councilmember Michetich made a motion to adopt Ordinance No. **O-2019-0014**, creating a Youth Program Fund where annually, Council will designate a mechanism to bring proposed projects or programs for funding from this fund
This is the First reading
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

(5) EXECUTIVE SESSION

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

1. Section 551.074 (Personnel Matters) – City Manager roles and responsibilities

Mayor Hocking closed the Special Called Meeting and convened into Executive Session at 6:08 p.m.

Mayor Hocking reconvened to the Special Called Meeting at 6:58 p.m.

(6) ACTION TAKEN FROM EXECUTIVE SESSION

1. Discussion/possible action regarding City Manager roles and responsibilities

No action was taken from Executive Session

(7) 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.*

(8) ADJOURNMENT

****** Councilwoman Mc Auliffe made a motion to adjourn the Special Called Meeting at 7:02 p.m. Councilmember Lane seconded. MOTION CARRIED UNANIMOUSLY.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

Robin Eldridge, TRMC, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 7a

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2019-0018**, approving an Emergency Event Policy under Federal Law for the City's Employees.

X

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Exhibit A - Emergency Pay Policy

STAFF BRIEFING:

- Regardless of weather or other conditions, the City of La Marque never closes.
- Because of the essential and direct impact on public safety and health, essential City services must continue regardless of the weather, man-made or technological emergencies or disasters.
- Emergency Essential Personnel are required to report to work as scheduled or as needed, regardless of official delayed opening, early closing or closure of the City of La Marque normal business operations.
- Proposed policy provides a pay structure for all employees during a declared emergency, in line with FEMA reimbursable policies.
- This policy outlines the responsibilities of the City Manager, Directors and employees.
- City Attorney has reviewed and approved.

HISTORY: N/A

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

Cost Details:

Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Item #	N/A
Other Funding	N/A



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-0018**, approving an Emergency Event Policy under Federal Law for the City's Employees.

FISCAL IMPACT: Fiscal impact would only occur in the event of a declared emergency and in agreement with FEMA reimbursable policies.

RESOLUTION NO. R-2019-0018

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, TO PROVIDE AN EMERGENCY EVENT POLICY UNDER FEDERAL LAW FOR THE CITY'S EMPLOYEES; PROVIDING POLICY SUMMARY; OUTLINING EMPLOYEE STATUS; DEFINING EMERGENCY PERIODS; PROVIDING FOR RESPONSIBILITIES OF EMPLOYEES, DEPARTMENT DIRECTORS, AND CITY MANAGER; APPOINTING THE CITY MANAGER OR HIS SUCCESSOR OR DESIGNEE AS THE CITY'S PLAN ADMINISTRATOR FOR THE EMERGENCY EVENT POLICY; PROVIDING FOR COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF EMERGENCY; PROVIDING FOR COMPENSATION FOR HOURS WORKED DURING HAZARDOUS WEATHER CONDITIONS; STATING EXEMPTIONS FROM THIS POLICY; AND PROVIDING A SUMMARY OF EMERGENCY PAY PROVISIONS FOR SPECIFIC POLICY DETAILS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to provide an Emergency Event Policy under Federal Law for the City's Employees; and

WHEREAS, the policy provides a pay structure for all employees during a declared emergency that is in agreement with FEMA reimbursable policies; and

WHEREAS, the City desires to pay both exempt and non-exempt employees for hours worked during a disaster; and

WHEREAS, the City desires to outline how employees are paid for each period.

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

Section 1. The City Council hereby authorizes the execution of the Emergency Event Policy, a copy of which is attached as Exhibit "A", to be effective upon approval by City Council.

Section 2. The City Council hereby adopts the City of La Marque Emergency Event Policy, herein referred to as Exhibit "A".

Section 3. The City Council hereby appoints the City Manager or his successor or his designee as the City's Plan Administrator for the Emergency Event Policy.

Section 4. The City's Plan Administrator is hereby authorized to implement the Emergency Event Policy, to execute legal administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Emergency Event Policy; to maintain compliance of any relevant regulation issued or as may be issued therefor; and authorizing him/her to take whatever additional actions are required to administer the City's Emergency Event Policy.

Section 5. 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, *Chapt. 551, Tex. Gov't Code*.

Section 6. This resolution shall take effect upon approval by the City Council.

PASSED, APPROVED and ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2019.

THE CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking, Mayor

ATTEST:

By: _____
Robin Eldridge, City Clerk

APPROVED AS TO FORM:

By: _____
Ellis J. Ortego, City Attorney

Ao;7/17/2019;Z:\Cities\La Marque\resolemergencyeventpolicy.docx



EMERGENCY EVENT POLICY



Policy Summary

Regardless of weather or other conditions, the City of La Marque never closes. Because of the essential and direct impact on public safety and health, essential City services must continue regardless of the weather, man-made or technological emergencies or disasters. Emergency Essential Personnel are required to report to work as scheduled or as needed, regardless of official delayed opening, early closing or closure of the City of La Marque normal business operations.

A. EMPLOYEE STATUS

In the event of wide scale emergency or significant weather event that could impact the community, all employees must be ready to assist in managing the crisis. Some employees are designated as essential for the continuity of governmental operations.

Department Directors shall designate each position as “Emergency Essential Personnel” or “Emergency Non-Essential Personnel.” This designation shall be approved by the City Manager and documented by the Human Resources Department in the official job description. All personnel shall be advised of their status by January 2nd of each year, and/or at the time of hire. Individual employees’ status may change as the needs of the City change during an emergency event.

1. **“Essential”** - Will be required to be available immediately before, during and after the emergency event. Essential Personnel shall remain within the Emergency Operations Center or a location designated by the City, to perform duties directly related to the emergency conditions, as determined by City Manager. Mandatory residency in a City Emergency Operation Center or a location designated by the City may vary by department as determined by the Department Director and approved by the City Manager.
2. **“Non-Essential”** - After a needs assessment is made, some employees may be temporarily dismissed from work, concurrently or successively, as determined by the type of emergency event; those will be designated as “Non-Essential.”
3. **“Essential Recovery”** - Some employees may be further identified as “Essential Recovery.” The City Manager and each Department Director are responsible for identifying those employees who are essential to the quick restoration of critical services to the community.

4. **Emergency Duty Assignment:** the City Manager may assign employees to any duty to the extent that the City is not in violation of any State or Federal Laws. This includes employees of one department serving in an emergency capacity for any other department or function as assigned.

B. EMERGENCY PERIODS

1. **Pre-Impact Period:** This is the time period prior to an impending disaster and includes emergency response activities and preventive measures by the City of La Marque's departments in preparing for an impending emergency. This period begins when the City Emergency Operations Center is activated or the City Manager declares an emergency is imminent.
2. **Emergency Period:** This is the time period during which emergency response activities and critical services are conducted to protect life and property, and most other regular City services are suspended. During this period City management may designate "Essential" personnel to take mandatory shelter in the City Emergency Response Operations Center or a location designated by the City. The Emergency Period begins when the City is closed for normal business and ends when the City Manager declares it safe for all employees to return to work.
3. **Post Impact Period:** This is the time period immediately following the emergency or disaster, during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions. During this period, "Recovery" personnel will be required to return to work to assist with the restoration of critical services, conduct emergency clearance of road-ways, provide damage assessments, etc. This period ends when the City Manager declares it safe for all employees to return to work.
4. **Recovery Period:** This period begins when the City Manager, in consultation with Department Directors or EOC staff, declares it safe for all employees to return to work and ends when the City Manager declares the period is over. During this phase employees will work in helping restore the community to normal service levels.

C. RESPONSIBILITIES

1. Employee

Employees are expected to report for duty at the hour regularly assigned for their workday. No one is excused from work until the City Manager, through the Department Directors, authorizes employees to leave, even if a public announcement of office closures or suspension of services is issued. Additionally, employees must return to work as soon as an emergency is over to participate in the Recovery Period. Employees must:

- a. Contact Supervisor when emergency events, disasters, or inclement weather exist or is anticipated in order to receive any specific instructions.
- b. Discuss with Supervisor in advance any circumstances anticipated that may prevent the employee from arriving to work during emergencies (such as road closures, childcare arrangements) and any pertinent leave requests.
- c. Stay informed about emergencies and City operations through the communication methods designated by the City Manager and their Department Director. (TV/Radio media, City's Web Page, emails, text messaging and phones)
- d. Maintain an up-to-date Employee ID Badge and carry it at all times.
- e. Ensure that emergency contact information supplied to Supervisor/ Human Resource Department is current and in the internal notification system so employees can be contacted when away from work.
- f. If an employee has personal circumstances that would affect his/her ability to work during any phase of emergency periods, he/she must file a "Waiver Request" form with his/her Department Director on January 2nd of each year or within thirty (30) days of the onset of the extenuating circumstances. Waiver requests will be reviewed and approved/disapproved by the Department Director and forwarded to Human Resources. Documentation of qualifying circumstances shall be attached to the waiver request.

The City of La Marque recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during hazardous weather or a state of local emergency. When

evacuation of personal residences is required, “Essential” personnel will be permitted and expected to make arrangements for their families including the use of authorized shelters. The Emergency Essential Employees may be granted up to 4 hours of administrative leave for this purpose.

Employees who are not able to return to work due to emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work due to impassable roadways, etc.) must contact their Department Director or designated supervisor as soon as possible and utilize appropriate leave time.

During a state of emergency, any unauthorized absence from work or assignment will be considered abandonment of job and is sufficient cause for termination.

2. Department Directors

Department Directors must keep an updated list of the staff that is designated as “Essential” personnel along with defined expectations of duties and reporting during state of emergencies or hazardous weather delayed openings and closing. The list must be disseminated to the requisite people. Duties of the Department Directors include the following:

- a. Coordinate with the City Manager on any anticipated delays or closings and any alternate procedures that may affect the City’s normal business operations.
- b. Ensure a clear communication mechanism with all of their employees.
- c. Conduct training with employees regarding emergency operations procedures prior to May 31st of each year that outlines expectations, possible work schedules, leave and the like.
- d. Provide a list of “Essential” personnel, as approved by the City Manager, to Human Resources and Emergency Management by January 2nd of each year.

3. City Manager

If the City’s normal business operations are suspended due to an emergency and/or hazardous weather conditions, the decision about which departments or divisions will be closed and compensation adjustment, if any, will be made, is the responsibility of the City Manager or their designee. The City Manager is also responsible for:

- a. Coordinating with Department Directors on any City-delayed openings or closings.
- b. Designating employee(s) to contact/post delayed openings or closings with the media.

D. COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF EMERGENCY

1. During declared Emergency Period, exempt employees shall receive their regular salary except during the Emergency Period when essential exempt employees are required to reside in the City Emergency Operations Center or a location designated by the City. The exempt-status employee(s) base salary will be computed to arrive at an hourly rate; then the City shall pay the exempt-status employee(s) one (1x) times their hourly rate for each authorized hour of mandatory residency in the City Emergency Operations Center or a location designated by the City. Nothing herein shall be construed to affect the exempt status of such employees.
2. During the declared Emergency Period, when “Essential” non-exempt personnel are required to reside in the City’s Emergency Operations Center or a location designated by the City, they shall be paid one and one half times (1.5x) their normal rate of pay for all authorized hours worked and one times (1x) their normal rate of pay for all authorized non-work hours. This period shall remain in effect until the City Manager declares that it is safe for all employees to return to work or determines that designated non-exempt personnel are not required. After such time, the employee will be paid according to the normal pay policy.
3. During the declared Emergency Period, employees (exempt and non-exempt) released from work or who are not required to report to work due to the emergency event shall receive pay for their normally scheduled workday. These hours shall not count as “time worked” for the purpose of computing overtime for non-exempt employees and shall be clearly noted on the time sheet with the appropriate emergency coding as designated by the Finance Department/Human Resources.
4. Employees who are out on prior-approved leave or who called in sick or take unscheduled leave during any of these three referenced periods will continue to be charged for such leave and if they do not have sufficient accruals will be placed on Leave

without Pay.

5. All other policies concerning remuneration shall comply with the City of La Marque's Personnel Rules and the Fair Labor Standard Act.
6. At the Director's discretion, previously approved leave, vacation, etc., for "Essential" personnel may be canceled when a state of emergency is imminent or declared. Unexcused failure to return to work upon notice, either written or verbal, after leave has been canceled will be deemed as an unauthorized absence from work or assignment which may be sufficient cause for termination.

E. COMPENSATION FOR HOURS WORKED DURING A HAZARDOUS WEATHER CONDITIONS

1. In the event the City Manager determines that the weather conditions are such that the City's normal business operations must close early or delay opening, the following shall apply:
 - a) Employees authorized to leave work due to City normal business operations closing will be on emergency paid administrative leave through the end of their shift.
 - b) Emergency paid administrative leave will begin when the employee is dismissed by the City Manager through their Department Director and will continue until the City Manager declares it safe for all employees to return to work.
 - c) Hours earned during emergency paid administrative leave shall not count as "hours worked" for the purposes of calculating overtime that may be earned elsewhere in that week.
 - d) Employees arriving to work at the designated delayed opening time will be paid for their regular full workday.
 - e) Employees arriving to work **after** the designated delayed opening time will be paid for the time actually worked, plus the delay in opening. *(Ex: Delayed opening is 10:00 a.m. Employee arrives at 12:00 noon. Assuming employee does not take a meal break, employee is paid from 12:00 p.m. to 5:00 p.m., 5 hours, plus the 2 hours administrative leave for the delay, giving them a total of 7 hours regular pay.)* Employees may choose to supplement any additional lost time with previously accrued time.

- f) Employees that *do not report for duty, and not otherwise in violation of this policy*, may use their accrued compensatory time or vacation time to account for their missed time. They are not eligible for the City-paid delay. If an employee fails to show for work or cannot show up for other reasons, the time lost will be Leave Without Pay, unless other paid leave is approved by the Department Director.
 - g) Sick Leave cannot be used to make up any lost time caused by delayed opening or early closing of the City.
2. During the Emergency Period, Exempt “Non-Essential” Personnel who are released from their normal workday by the City Manager/Department Director and are not required to report back to work due to the emergency event shall receive regular pay for their normal scheduled workday.

F. EXEMPTIONS FROM THIS POLICY

Seasonal, Contract and Part Time Employees as covered by Job Description are not covered by this policy.

G. Summary of Emergency Pay Provision (see specific policy for details)

	Pre-Impact Period	Emergency Period	Post-Impact Period	Recovery Period
PERIOD DESCRIPTION	This is the time period prior to the impending disaster. This period includes emergency preparation activities and preventive measures by the City of La Marque Departments preparing for the impending disaster.	This is the time period during which emergency response activities and critical services are conducted to protect life and property, and most other regular City Services are suspended.	This the time period during which activities are conducted to restore the City’s infrastructure and services to pre-disaster conditions. During this period, some employees may be required to return to work to provide damage assessments, emergency clearance of roadways, etc.	This is the time period when normal City services may resume. Recovery efforts will be ongoing; however, all employees will be required to return to work.
Period Begins	The City Manager declares that a disaster is imminent and the City Manager implements this policy.	When the City is closed for normal business.	Immediately following the emergency or disaster, during which activities are conducted to restore the City’s infrastructure and services	City Manager determines it is safe for All employees to return to work.
Period Ends	As determined by the City Manager.	City Manager determines it is safe for All employees to return to work		As determined by the City Manager in consultation with the Department Director or EOC Staff.
EMERGENCY ESSENTIAL PERSONNEL				
Non-Exempt: How do you pay for each period?	Regular pay for all hours worked	1.5X for all hours worked 1X for Hours not Worked (If required to Reside in City Facility)		Regular pay practices apply
Exempt: How do you pay for each period?	Regular Salary	1X for all hours worked 1X for Hours not Worked (If required to Reside in City Facility)		Regular pay practices apply
How do you pay if on pre-approved leave?	Continue to charge leave	Continue to charge leave		Continue to charge leave



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 7b

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2019-0019** approving the continued receipt of bingo prize funds collected after January 1, 2020.

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Texas Lottery Commission letter

STAFF BRIEFING:

- Enacted by the 86th Texas Legislature, House Bill (HB) 914 requires entities who receive a share of bingo prize fees notify the Texas Lottery Commission of their desire to continue to do so no later than November 1, 2019.
- Currently, non-profit charitable organizations conducting bingo collect a 5% fee on prizes awarded.
- Effective January 1, 2020, HB 914 includes another change regarding the collection and remittance of bingo prize fees.
- Local governments will no longer receive their bingo prize fee payments from Texas Lottery Commission at the end of the fiscal year.
- Instead, licensed organizations conducting bingo in the local jurisdiction will be responsible for sending eligible local governments 50% of the prize fees they collect on a quarterly basis.
- To date, FY 2019 bingo tax is \$37,387.00 and projected revenue for FY 2020 is \$35,000.
- City Attorney has reviewed.
- Finance Director has reviewed.

HISTORY: N/A

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	Bingo Tax
Line Item #	01-3206-00-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-0019** approving the continued receipt of bingo prize funds collected after January 1, 2020.

FISCAL IMPACT: No impact is anticipated, only how funds are routed to entities.

RESOLUTION NO. R-2019-0019

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, APPROVING THE CONTINUED RECEIPT OF BINGO PRIZE FUNDS COLLECTED AFTER JANUARY 1, 2020.

WHEREAS, pursuant to House Bill (HB) 914, enacted by the 86th Texas Legislature, in order for the City of La Marque, Texas, to continue to receive a share of bingo prize fees after January 1, 2020, the City Council must affirmatively vote to do so and submit proof of that vote to the Texas Lottery Commission by November 1, 2019; and

WHEREAS, at least one licensed authorized bingo organization operates within the City of La Marque, Texas; and

WHEREAS, the City Council of the City of La Marque, Texas, wishes to continue receiving the City's share of the Bingo prize money. **NOW, THEREFORE**

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

That in accordance with Texas House Bill (HB) 914, the City hereby approves the continued receipt of its share of bingo prize fee funds from any licensed authorized bingo organization collected after January 1, 2020.

That the Finance Director shall:

- (1) Notify the Texas Lottery Commission of this action no later than November 1, 2019; and
- (2) Notify each licensed bingo organization within the City of the continued imposition of the fee.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque on this the _____ day of _____, 2019.

THE CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM

Ellis J. Ortego, City Attorney



Texas Lottery Commission

Commissioners:

J. Winston Krause, Chairman

Mark A. Franz • Robert Rivera



Michael P. Farrell
Director

July 18, 2019

Department of Finance
City of La Marque
1111 Bayou Road
La Marque, TX 77568-4160

Dear Finance Director:

The Texas Lottery Commission (TLC), Charitable Bingo Operations Division, is providing this notification because your county and/or municipality currently receives a share of the prize fees collected on charitable bingo activity that occurs in its jurisdiction.

Pursuant to House Bill (HB) 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after Jan. 1, 2020, your county and/or municipal governing board must affirmatively vote to do so and submit proof of that vote to the TLC by Nov. 1, 2019. If no eligible local governments vote to continue receiving their share of the prize fee, the bingo organizations will keep that share for themselves to fund their charitable purposes.¹

Currently, non-profit charitable organizations conducting bingo collect a 5% fee on prizes awarded. These funds are submitted each quarter to the TLC, which in turn remits a *pro rata* share of the funds to local governments at the end of each fiscal year. Your county and/or municipality receives a share of the bingo prize fees because it elected to do so prior to Sept. 1, 1993.

Effective Jan. 1, 2020, H.B. 914 includes another change regarding the collection and remittance of prize fees. Local governments will no longer receive their bingo prize fee payments from the TLC at the end of the fiscal year; instead, the licensed organizations conducting bingo in the local jurisdiction will be responsible for sending eligible local governments 50% of the prize fees they collect on a quarterly basis.

The most immediate matter for your attention is that your local government will only continue to receive a share of the bingo prize fees collected after Jan. 1, 2020 if it meets the requirements set forth in HB 914 that require your governing body to:

- (1) approve the continued receipt of the share of bingo prize fee funds by a majority vote; and**
- (2) notify the TLC of that decision no later than Nov. 1, 2019; and**
- (3) notify each licensed authorized organization within the county's or municipality's jurisdiction, as applicable, of the continued imposition of the fee.**

¹ For the full text of H.B. 914, see <https://legiscan.com/TX/text/HB914/id/2027641>

This notification is being provided to inform you of the new statutory requirements. We will provide a further communication in the coming months that will include more information and a prescribed form that will need to be submitted to the agency's Charitable Bingo Operations Division to verify that a vote took place.

Please let us know as soon as possible if there is a specific contact person or office to direct our future correspondence, and that will serve as your county and/or municipality's official address of record for notification purposes. Without a dedicated address for this purpose, it is possible that future communications may be misdirected. This could result in your county and/or municipality *permanently* losing its share of bingo prize fees.

If you have any questions, email us at bingo.services@lottery.state.tx.us or call 800-246-4677.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael P. Farrell". The signature is fluid and cursive, with the first name "Michael" and last name "Farrell" clearly distinguishable.

Michael P. Farrell
Director
Charitable Bingo Operations Division



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Suzy Kou

Agenda item: 7c

Reviewed by: Charlene Warren/

Charles Jackson

Department: Finance

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2019-0020** and approving Interlocal Agreement to participate in the ESC Region 19 purchasing cooperative program.

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Interlocal agreement

STAFF BRIEFING:

- The City participates in multiple purchasing cooperative programs to take advantage of competitive pricing and bids.
- ESC Region 19 is an addition to the existing cooperative programs to allow more options for City to get the best quote and meet our purchasing needs.
- Participation is FREE.

HISTORY: N/A

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES: N/A

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-
Actual Bid	
Estimated Expenditure	-0-
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-0020** and approving Interlocal Agreement to participate in the ESC Region 19 purchasing cooperative program

FISCAL IMPACT: Possible to gain more cost savings on future purchases.

RESOLUTION NO. R-2019-0020

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING THE USE OF ESC REGION 19 ALLIED STATES COOPERATIVE.

WHEREAS, the City of La Marque of La Marque, Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the ESC-Region 19 Allied States Cooperative, in the best interest of the taxpayers through cooperative savings to be realized.

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

Section 1. That the terms and conditions of the agreement have been reviewed by the Governing Body of the City of La Marque and found to be acceptable and in the best interest of the City of La Marque and its citizens are hereby in all things approved.

Section 2. That the City of La Marque is authorized to enroll and participate in the ESC Region 19 Allied States Cooperative and purchases through this program shall be deemed to meet competitive purchasing requirements.

Section 3. That this Resolution shall become effective on August 5, 2019.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on this the _____ day of _____, 2019.

THE CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking, Mayor

ATTEST:

By: _____
Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law, indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees or representatives from all suits and claims resulting or arising from any breach of this Agreement or related agreements by the Co-op member and any negligent or intentional acts of Co-op member, its employees or agents. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors. Each party paying for the performance of governmental function or services must make those payments from current revenues available to the paying party.

Please return approved agreement to: Procurement Director -
rshernandez@esc19.net & lhernando@esc19.net
ESC-Region 19 Allied States Cooperative
6611 Boeing Drive, El Paso, TX 79925

Purchasing Cooperative Member

Name of District/Agency

Name of Authorized Person

Signature of Authorized Person

Title

Date

Region 19 Education Service Center

Armando Aguirre, Ed.D.

Authorized Signature

Date

PURCHASE ORDER CONTACT

1. _____
Name

Email

2. _____
Name

Email

Address:

City State Zip

Telephone Fax

RESOLUTION NO. R-2019-0021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, EXPRESSING THE NEED FOR CERTAIN NEW SCHOOL CAMPUSES FUNDED BY THE TEXAS CITY INDEPENDENT SCHOOL DISTRICT 2018 BOND TO BE BUILT WITHIN THE CITY LIMITS OF THE CITY OF LA MARQUE, TEXAS

WHEREAS, the La Marque Mayor and City Council unconditionally believe that the identity of our city is exemplified in the pride and purpose of our school campuses; and

WHEREAS, we believe that the City of La Marque citizens expressed that pride in their overwhelming support of the 2018 Bond to fund new school campuses for our growing population; and

WHEREAS, it was the whole-hearted belief of the Mayor, City Council and all of our citizens that each of those schools would be built within the city limits of the City of La Marque; and

WHEREAS, we have not received a commitment for the La Marque Primary School or the La Marque Middle School to be constructed within the boundaries of the City of La Marque; and

WHEREAS, it is our desire that our children have the best possible opportunities to advance their education and to enhance their lives and the life of their community within our City.

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

1. The Mayor, City Council and citizens of the City of La Marque request the Texas City Independent School District Board commit to constructing the La Marque Primary School and La Marque Middle School new campuses within the city limits of the City of La Marque.
2. The Mayor, City Council and citizens of the City of La Marque offer our support in helping to make new school campuses a reality within our city boundaries.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on this the _____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking
Mayor

ATTEST:

Robin Eldridge
City Clerk

APPROVED AS TO FORM:

Ellis Ortego, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 7e

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2019-0013**, establishing City Wide Parks User Fees to be assessed in conjunction with all City Utility accounts; amending Appendix A of the Code of Ordinances, City of La Marque, Texas, to reflect the amount of such user fee. **THIS IS THE FIRST READING**

☒

ATTACHMENTS FOR REFERENCE

1. Proposed Ordinance
2. Example – Parks Master Plan RFQ

STAFF BRIEFING:

- Providing citizens with new, renovated and well-maintained park amenities add to the overall quality of life for all citizens.
- Parks and maintenance of park facilities are critical in the role of preserving natural resources, which has real economic benefits for the community.
- Assessing user fees for park facilities will increase funds for park improvements, which may entice more residents and attract/retain more businesses.
- A \$2 per month per account user fee is proposed to accomplish the above goals.
- Estimated revenue of \$150,000 would allow the city to acquire a bond of approximately \$2 million, repaid over 15 years, allowing immediate major improvements.
- According to Texas Parks and Wildlife Service (TPWS), the average park lifespan is 25 years.
- To be eligible for grants from TPWS, a Parks Master Plan is required.
- Funding for Parks Master Plan is included in the FY 2020 proposed budget.
- City Attorney has reviewed.
- Finance Director has been involved in discussions.

HISTORY: N/A

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:

6/20/2019 - Parks Board discussed necessity of a Parks Master Plan



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Recommendation to adopt Ordinance No. **O-2019-0013**, establishing City Wide Parks User Fees to be assessed in conjunction with all City Utility accounts; amending Appendix A of the Code of Ordinances, City of La Marque, Texas, to reflect the amount of such user fee. **THIS IS THE FIRST READING**

FISCAL IMPACT: Based on the current number of utility accounts, estimated revenue would be \$150,000.

ORDINANCE NO. O-2019-0013

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY ADDING CHAPTER 4, ENTITLED CITY WIDE PARKS USER FEES, ESTABLISHING CITY WIDE PARKS USER FEES TO BE ASSESSED IN CONJUNCTION WITH ALL CITY UTILITY ACCOUNTS; AMENDING APPENDIX A OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, TO REFLECT THE AMOUNT OF SUCH USER FEE; PROVIDING A SEVERABILITY CLAUSE AND REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, providing the citizens with new, renovated and well-maintained park amenities adds to the overall quality of life for all citizens; and

WHEREAS, parks and maintenance of park facilities are critical in the role of preserving natural resources that have real economic benefits for communities; and

WHEREAS, assessing user fees for park facilities will increase funds for park improvements, which may entice more residents and attract more businesses to either stay in or relocate to La Marque; and

WHEREAS, it is now the desire of City Council of the City of La Marque, Texas, to approve and implement a standard user fee, to be assessed as a component of each utility account within the City boundaries, for accomplishment of the above stated purposes; **NOW, THEREFORE**

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

SECTION 1:

That the Code of Ordinances, City of La Marque, Texas, is hereby amended by adding a new Chapter 4, City Wide Park User Fees, which shall read as follows:

“CHAPTER 4. CITY WIDE PARK USER FEES.

SECTION 4-1. PARKS USER FEE - ASSESSMENT

Each holder of a utility account within the City of La Marque shall be assessed a \$2.00 monthly park user fee as a part of their monthly bill. The fees are non-refundable and shall be considered as part of the full utility bill for the purposes of late charges.

Funds collected from this user fee shall be held in a separate revenue line item from other utility revenue funds.

Page 2, Ordinance No. O-2019-0013
Park User Fees

Funds from the Parks Improvement line item may be budgeted directly by the City Council for park construction, renovation and/or maintenance, or, may be set aside with Council approval for payment of bonds issued for park projects.”

SECTION 2.

That Appendix “A” of the Code of Ordinances, City of La Marque, Texas, is hereby amended by adding a new subsection to Water and Sewer Rates, which subsection shall read as follows:

“(c) In addition to the charges set out above, each customer shall pay \$2.00 as a monthly city-wide parks user fee.”

SECTION 3.

SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

SECTION 4.

REPEAL. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

SECTION 5.

EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage on the Second and Final reading and publication as required by law.

PASSED, and APPROVED by the City Council of the City of La Marque, Texas on
FIRST READING this ____ day of _____, 2019.

Page 3, Ordinance No. O-2019-0013
Park User Fees

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque, Texas on **SECOND AND FINAL READING** this ____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

Ao;6/17/2019;Z:\Cities\La Marque\parkuserfeeord.doc

REQUEST FOR PROPOSALS

City of La Marque, Texas Parks Master Plan

PURPOSE: City of La Marque is accepting proposals for a Professional Planning Consulting Service to create a comprehensive Parks Master Plan for the City of La Marque, the purpose of which is to establish a strategic plan for its park system that will guide future decisions regarding operations, maintenance, and capital improvements over the next twenty years.

SCOPE OF WORK: The Scope of Work summarizes the tasks and the required product of the project. The description of the task is included to clarify the nature of the work that is expected to be performed by the selected consulting group. Proposers are urged to use this information as the basis for preparing their detailed approach to the work.

A. Statement of Intent

A comprehensive parks master plan is necessary to reflect community goals and objectives and formulate implementation strategies. The plan will serve as a decision-making tool to assist in annual budgeting and future development of facilities, infrastructure, and programming. Recreation in La Marque has a strong emphasis on use of City-owned and operated facilities and infrastructure, City partnerships with County resources, and trail systems.

B. Project Objectives

1. Translate community vision into a realistic, strategic, and comprehensive planning tool. Identify the value and importance that recreation, activities, and parks play in residents' lives, value to the community, and potential for development.
2. Address the City's role in meeting the recreational needs of the City of La Marque, its residents and visitors alike.
3. Promote best practices and innovative strategies for improvements to parks, operations, and organization.
4. Provide a realistic guide for decision-making with regard to park, building, and facility usage; policy; operations; short and long-term maintenance costs; and future capital improvement expenses.
5. Assessment of existing facilities and programs, identify potential opportunities to improve usage or expand programming, address rehabilitation needs, prioritize and develop time-line for improvements.

6. Facilitate participatory process for citizen input and involvement in the development of the Parks Master Plan to ensure the City's future efforts align and community needs and priorities in terms of programming and facilities.
7. Address the City's future parks and recreational needs, provide recommendations for prioritizing acquisitions and staffing augmentation to meet future needs.

C. Site and Current Descriptions

1. Bayou City Park, 217 Bayou Road – Basketball court; playground
2. Bird Sanctuary, 317 Bayou Road – Park benches
3. Mac McGaffey Highland Bayou Park, 1991 Getty Road – Pavilion; lake; tennis courts; playgrounds
4. Jaycee Park, 2706 Magnolia Drive – Playground; open play area
5. Lagana Park, 1322 Yupon Street – Playground; open play area
6. Martin Luther King, Jr. Memorial Park, 416 Apricot Street; Half basketball court; playground
7. Mahan Park, 2701 Woodland Street – Football/soccer field; baseball fields; playground, and boat ramp
8. Walter Feigle Park, 1009 Bayou Road – Gazebo; open play area
9. Westlawn Park, 3010 Melody Drive – Playground; open play area
10. Proposed Pocket Park, Saltgrass Point Boulevard

D. Major Work Elements

The City anticipates the following work elements will be necessary to develop this Strategic Plan:

1. Evaluation of existing public and private recreational facilities and programs serving the City of La Marque and surrounding areas.
2. Analysis of current City of La Marque park facilities including an evaluation of specific maintenance needs for each facility.
3. Analysis of future development or rehabilitation opportunities for each park, including the development of alternative conceptual site plans and renderings, as appropriate, for future improvements.
4. Evaluation of current parks and facility usage trends to include analysis of possibility of decentralizing or duplicating popular activities to other park/facility locations.
5. Evaluation of Parks budget, staffing, and park maintenance operations.

6. Citizen engagement efforts including the residents of La Marque in, at a minimum, the following elements:
 - Stakeholders interviews (to include elected officials, senior City staff, park and facility users, local volunteer organizations, private providers, and other organizations as identified)
 - A minimum of three status meetings with the Parks Board as appointed by the City of La Marque City Council
 - Multiple public community meetings in the parks
 - Survey options that produce a representation from all ages and community sectors the result in actionable items
 - Interviews geared toward gaining input from the youth of the community and surrounding areas
 - Project updates for publication on the City's website
 - City Council presentations including:
 - o Initial presentation
 - o Final presentation

E. Key Deliverables

The following are to be furnished to the City of La Marque by the selected consultant:

1. Recommendations for on-going maintenance and operations for the parks/facilities utilizing current level of City investment and an accelerated investment level over five (5), ten (10), and twenty (20) years.
2. Recommendations for improvements including ADA elements to existing park properties comprising a prioritized list of capital projects with cost and construction estimates.
3. Conceptual site plans and renderings depicting future development and expansion opportunities for each park, including trails in Highland Bayou Park and Mahan Park, and trail connections between parks or area trails, based upon citizen engagement effort.
4. Recommendations on best practices and innovative strategies for improvements to parks, operations, and organization based on successes and best practices of other similar communities.
5. Viable funding alternatives tied to specific projects, if needed, for an accelerated investment level over five (5), ten (10), and twenty (20) years, i.e. grants, loans, etc.

6. Mapping Deliverables (in GIS and .pdf format):

- Existing public and private recreational/activity related facilities
- Service areas for existing recreational/activity related facilities
- Proposed greenways and paths within each park/facility and connections between
- Proposed system-wide improvement plans to illustrate system scope and balance, priorities for improvement , and connections

7. Plan Deliverables:

- Electronic copy of final plan
- Electronic copy of all renderings/conceptual plans
- Twelve (12) printed color copies of final plan in three-ring binders

The following will be provided by the City of La Marque to selected consultant:

1. Maps and aerial photography of incorporated City of La Marque identifying parks and recreation facilities and streets.
2. Summary of existing parks/facilities.
3. Contact information of organizations involved in recreation and parks activities.
4. Inventories of existing facilities and major events held at each.

GENERAL CONSIDERATIONS

Proposed Schedule

Release of RFP: August 21, 2019

Question Period: August 21, 2019 through September 3, 2019

Responses to Questions: September 10, 2019

RFP Deadline: September 18, 2019, 10:00 a.m. CST

NOTE: Sealed proposals will be accepted until **10:00 a.m., Wednesday, September 18, 2019**, at which time all proposals will be publicly acknowledged in City of La Marque Council Chambers, located at 1109-B Bayou Road, La Marque, Texas.

Six printed copies and one digital copy on a flash drive of the proposal must be submitted and enclosed in a sealed envelope and plainly marked on the outside of the envelope which clearly identifies it as being an RFP (Ex: “RFP Enclosed - **RFP 20-01**”).

FLASH DRIVE WILL NOT BE RETURNED.

CITY OF LA MARQUE DOES NOT ACCEPT FAXED OR EMAILED PROPOSALS.

Proposals must be addressed to and delivered to:

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

Evaluation and Selection Criteria

City of La Marque will review all proposals submitted. The City, in its discretion, may award the contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous:

1. Project Understanding and Approach – 30 points
Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and desired outcomes for the project.
2. Similar Experience – 20 points
Successful proposers will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two pages each) describing three projects that best match the scope and desired outcomes for this project. Each case study should highlight similarities to the proposed City of La Marque project. For each case study, a reference and contact information should be provided. The City may request samples of the comparative works during the proposal review process.
3. Project Personnel – 30 points
Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or fields necessary to complete the proposed scope of work.
4. Cost – 20 points
Provide a detailed cost proposal in a SEPARATE SEALED ENVELOPE. The cost proposal should be based on the tasks and deliverables described in the above Scope of Work. Once all the proposals have been evaluated, scored, and shortlist compiled, the City will open the cost proposals of the shortlist firms. Costs will be considered as part of the final selection process. The City of La Marque may discuss revisions to the Scope and Deliverables in the final contract with the successful proposer.

INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed in writing to:

City of La Marque
Attn: Charlene Warren, Assistant to City Manager
1111 Bayou Road
La Marque, Texas 77568
Phone: 409-938-9225
Email: c.warren@Cityoflamarque.org

If a proposing firm submitting a Proposal finds discrepancies in or omission from the Request for Proposal (RFP), or should require additional clarification of any part thereof, a written request for interpretation of or change made to the RFP will be made by written addendum and will become part of the Request for Proposal and of any contract awarded. City of La Marque will not be responsible for the accuracy of any other ORAL EXPLANATIONS, INTERPRETATIONS, OR REPRESENTATIONS. All inquiries shall be made in writing and all responses received will be provided in writing in an addendum. To be given consideration, inquiries must be received at least eight (8) calendar days prior to the date established for submission of the Proposal.

Contact information: Charlene Warren, Assistant to City Manager, may be contacted for any questions or clarification on proposal. She may be reached at 409-938-9225 or c.warren@Cityoflamarque.org

All Proposals must be received at City of La Marque City Hall, 1111 Bayou Road, La Marque, Texas, 77568, prior to **10:00 a.m. CST, Wednesday, September 18, 2019**. Proposals must be submitted in a sealed envelope plainly marked "REQUEST FOR PROPOSALS Parks Master Plan for City of La Marque", and addressed to the City Clerk.



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Rosemary Bell

Agenda item: 7f

Reviewed by: Charlene Warren/

Charles Jackson

Department: Municipal Court

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2019-0015**, establishing the Juvenile Case Manager Fee at \$5.00 per conviction, and adding a new part-time Juvenile Case Manager position to Municipal Court.
THIS IS THE FIRST READING

X

ATTACHMENTS FOR REFERENCE

1. Ordinance O-2019-00
2. Municipal Juvenile/Minor Chart
3. Juvenile Case Manager job description

STAFF BRIEFING:

- In 2005, Texas Legislature passed an optional fee of up to \$5.00 which can only be used for salary and benefits of a Juvenile Case Manager.
- Juvenile Case Manager will serve as liaison between juvenile defendants, along with their parents, and the judge/court.
- Juvenile Case Manager may be an advocate for the juvenile to reach compliance prior to their 17th birthday to eliminate risk of incarceration.
- Importance of Juvenile Case Manager role include:
 - o Assist and monitor progress of juveniles moving through various programs to satisfy violations incurred.
 - o Assure communication between juvenile, parent(s) and court.
 - o Communicating orders to DPS regarding juveniles in non-compliance.
 - o Assist juveniles who must complete state required alcohol & tobacco awareness classes as terms of compliance.
 - o Help the warrant function to increase compliance through active communication.

HISTORY:

July 24, 2018 - Budget workshop discussion regarding Juvenile Case Manager position and related fee

TARGET IMPLEMENTATION: September 1, 2019

SIGNIFICANT ACTION DATES:

July 24, 2018 - Budget workshop discussion regarding Juvenile Case Manager position and related fee



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	-0-
Actual Bid	
Estimated Expenditure	-0-
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2019-0015**, establishing the Juvenile Case Manager Fee at \$5.00 per conviction, and add a new part-time Juvenile Case Manager position to Municipal Court **THIS IS THE FIRST READING**

FISCAL IMPACT: Minimal for fiscal year 2019.

ORDINANCE NO. O-2019-0015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 44, MISCELLANEOUS OFFENSES AND PROVISIONS OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, BY ADDING A NEW SECTION TO ESTABLISH A JUVENILE CASE MANAGER FEE/FUND; PROVIDING FOR A SEVERANCE AND SAVINGS CLAUSE, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, in its 79th Regular Legislative Session, the Texas Legislature amended the Texas Code of Criminal Procedure, by adding a new Section 102.0174 thereto, which amendment authorizes municipalities, by ordinance, to create a “Juvenile Case Manager Fund” (“Fund”) and require defendants convicted of ‘fine-only misdemeanor offenses’ to pay a case manager fee of up to five dollars (\$5.00) into such Fund, as a cost of court; and

WHEREAS, the City Council has considered the implementation of such a Fund, related to the City’s Municipal Court, and has determined that the Fund would benefit the operations of the Municipal Court, as well as the health, safety and welfare of the La Marque community at large, by providing the youth of the City with access to a juvenile case manager for the court.

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

SECTION 1:

That Chapter 44, Miscellaneous Offenses and Provisions, of the Code of Ordinances of the City of La Marque, Texas, is hereby amended by addition a new Section 44-26, Juvenile Case Manager Fee, which shall read as follows:

“Sec. 44-26 - Juvenile Case Manager Fee/Fund.

- (a) There is created a juvenile case manager fee, as set forth in the Texas Code of Criminal Procedure, Article 102.0174 (“Fee”).
- (b) A defendant convicted of a ‘fine-only misdemeanor offense’ in Municipal Court shall pay a Juvenile Case Manager Fee of five dollars (\$5.00), as a court cost. The Fee does not apply to parking citations. For purposes of this section, a person is considered to be ‘convicted’ if:

- (1) A sentence is imposed on the defendant by the Court; or
- (2) The defendant receives deferred disposition from the Court, including deferred proceedings under Article 45.052 or 45.053 of the Texas Code of Criminal Procedure.
- (c) The Municipal Court Judge is authorized to waive the Juvenile Case Manager Fee in cases of demonstrated financial hardship on the part of a convicted defendant. For example, the Municipal Court Judge may waive the Fee if the Judge has determined that the defendant is: indigent; has insufficient resources or income to pay the Fee; or, is otherwise unable to pay all or part of the underlying fine or costs.
- (d) The Municipal Court clerks shall collect the Fee and pay it to the City treasurer to be kept in a separate fund known as the "Juvenile Case Manager Fund."
- (e) The Fund may be used to finance the salary and benefits of a juvenile case manager that is employed by the Municipal Court under Texas Code of Criminal Procedure, Article 45.056.
- (f) The Fund shall be administered by or under the direction of the City Council.
- (g) The juvenile case manager Fee shall be charged to and applied only to conduct that occurs on or after January 1, 2020."

SECTION 2:

If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision of this ordinance be given full force and effect for its purpose.

SECTION 3:

This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of State of Texas.

PASSED AND APPROVED by City Council of the City of La Marque, Texas on FIRST READING this ____ day of _____, 2019.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque, Texas on SECOND AND FINAL READING this ____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

APPROVED:

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Ellis J. Ortego, City Attorney

Ao;7/30/19;Z:\Cities\La Marque\ordjuvfee.doc



MUNICIPAL JUVENILE/MINOR CHART

	Alcoholic Beverage Code	Alcoholic Beverage Code/DUI/BUI	Education Code	Health and Safety Code	Penal Code	Transportation Code Chapter 729
Jurisdiction	Yes. (See Art. 4.14, C.C.P.; Sec. 29.003, G.C.; Sec. 8.07, P.C.; and Sec. 51.03, F.C.)	Yes. (See Art. 4.14, C.C.P.; Sec. 29.003, G.C.; Sec. 8.07, P.C.; and Sec. 51.03, F.C.)	Yes. (See Art. 4.14, C.C.P.; Sec. 29.003, G.C.; Sec. 8.07, P.C.; and Sec. 51.03, F.C.) Court required to dismiss complaint for failure to attend school if not filed by 7 th day after student's last absence.	Yes. (See Art. 4.14, C.C.P.; Sec. 29.003, G.C.; Sec. 8.07, P.C.; and Sec. 161.256, H.S.C.)	Yes. (See Art. 4.14, C.C.P.; Sec. 29.003, G.C.; Sec. 8.07, P.C.; and Sec. 51.03(f), F.C.) All fine-only offenses.	Yes. (See Art. 4.14, C.C.P.; Sec. 29.003, G.C.; Sec. 51.03, F.C.; and Sec. 729.001(a), T.C.) For exceptions, see section on common offenses.
Waiver of Jurisdiction - Transfer to Juvenile Court¹ Sec. 51.08, F.C.	Sec. 51.08, F.C. Under age 17: • May waive jurisdiction over first and second violations; • Shall waive jurisdiction after two previous convictions of any non-traffic fine-only offenses. •At age 17 or more, after two previous convictions, charge may be enhanced and filed in county court.	Sec. 51.08, F.C. Under age 17: • May waive jurisdiction over first and second violations; • Shall waive jurisdiction after two previous convictions of any non-traffic fine-only offenses. •At age 17 or more, after two previous convictions, charge may be enhanced and filed in county court.	Sec. 51.08, F.C. Under age 17: • May waive jurisdiction over first and second violations; • Shall waive jurisdiction after two previous convictions of any non-traffic fine-only offenses. •Age 17 – court retains jurisdiction.	Sec. 161.257, H.S.C May not waive jurisdiction. Title 3, Family Code (including transfer to juvenile court) does not apply to Subchapter N, H.S.C.	Sec. 51.08, F.C. Under age 17: • May waive jurisdiction over first and second violations; • Shall waive jurisdiction after two previous convictions of any non-traffic fine-only offenses. • Shall waive jurisdiction if there is pending Sexting (section 43.261, P.C.) complaint against a child (under 17 years of age)	Sec. 51.08, F.C. Municipal court may not waive its jurisdiction over traffic violations.
Age Art. 45.058(h), C.C.P.; Sec. 51.02, F.C. Sec. 8.07, P.C.	Sec. 106.01. Definition of a minor - Under age 21. Sec. 51.02, F.C. & Art. 45.058(h), C.C.P. Child defined as at least 10 years of age & younger than age 17.	Sec. 106.01. Definition of a minor - Under age 21. Sec. 51.02, F.C. & Art. 45.058(h), C.C.P. Child defined as at least 10 years of age & younger than age 17.	Sec. 25.085. Compulsory School Attendance • Municipal court has jurisdiction if child at least age 10; • Child under age 6, if previously enrolled in 1st grade, or •At least age 6 and who has not reached his or her 18th birthday. (See Sec. 25.086 for Exemptions.)	Sec. 161.252, H.S.C. Definition of a minor - Under age 18. Sec. 51.02, F.C. & Art. 45.058(h), C.C.P. Child defined as at least 10 years of age & younger than age 17.	Sec. 8.07. Age Affecting Criminal Responsibility under age 17. Sec. 51.02, F.C. & Art. 45.058(h), C.C.P. Child defined as at least 10 years of age & younger than age 17. Defendant must be 17 for municipal court to have jurisdiction. Section 43.261	Sec. 729.001. Operation of Motor Vehicle by Minor- Under age 17. Sec. 51.02, F.C. & Art. 45.058(h), C.C.P. Child defined as at least 10 years of age & younger than age 17.
Common Offenses	•Sec. 106.02. Purchase of Alcohol by Minor; •Sec. 106.025. Attempt to Purchase Alcohol by a Minor; •Sec. 106.04. Consumption of Alcohol by a Minor; •Sec. 106.05. Possession of Alcohol by a Minor; •Sec. 106.07. Misrepresentation of Age by a Minor.	•Sec. 106.041. Driving or Operating Watercraft Under the Influence of Alcohol by a Minor.	•Sec. 25.094. Failure to Attend School; •Sec. 37.102. Rules (Enacted by School Board); •Sec. 37.107. Trespass on School Grounds; •Sec. 37.122. Possession of Intoxicants on School Grounds; •Sec. 37.124. Disruption of Classes; •Sec. 37.126. Disruption of Transportation.	Sec. 161.252 •Possession of cigarettes or tobacco; •Purchase of cigarettes or tobacco; •Consumption of cigarettes or tobacco; •Acceptance of cigarettes or tobacco; •Display false proof of age.	All fine-only offenses.	Sec. 729.001(a), T.C.; Sec. 8.07(a)(2), P.C.; Sec. 51.02(16), F.C. •Ch. 502. Registration of Vehicles, except Secs. 502.282 or 502.412; •Ch. 521. Driver's Licenses, except Sec. 521.457; •Subtitle C. Rules of the Road, except offenses punishable by imprisonment or by confinement in jail; •Ch. 601. Safety Responsibility •Ch. 621. Vehicle Size & Weight; •Ch. 661. Motorcycles & All Terrain Vehicles;



MUNICIPAL JUVENILE/MINOR CHART

	Alcoholic Beverage Code	Alcoholic Beverage Code/DUI/BUI	Education Code	Health and Safety Code	Penal Code	Transportation Code Chapter 729
						•Ch. 681. Parking, Towing & Storage of Vehicles.
Penalties ²	Sec. 106.071 for offenses under Secs. 106.02, 106.025, 106.04, 106.05, 106.07. 1st conviction •Class C misdemeanor (max \$500); •Mandatory alcohol awareness program, Sec. 106.115; •Mandatory 8-12 hours alcohol-related community service; •DL suspension or denial – 30 days; eff. 11th day after conviction. 2nd conviction •Class C misdemeanor (max \$500); •Optional alcohol awareness program; •Mandatory 20-40 hours alcohol-related community service; •DL suspension or denial – 60 days; eff. 11th day after conviction. 3rd conviction Under age 17: •See waiver provisions in chart. Age 17 & under 21 •Fine \$250 to \$2000 and/or confinement not to exceed 180 days if charge enhanced. Complete alcohol awareness program Court may reduce the fine to half the amount assessed. Failure to complete alcohol awareness program Court may give another 90 days to complete. •1st conviction: court must order DPS to suspend or deny issuance of DL for up to six months. Sec. 106.115(c), A.B.C. •2nd or subsequent conviction: court must order DPS to suspend or deny issuance of DL not to exceed one year.	Sec. 106.041. 1st conviction •Class C misdemeanor (max \$500); •Mandatory alcohol awareness program; •Mandatory 20 to 40 hours alcohol-related community service; •Administrative DL suspension (separate proceeding under Chapters 524 and 724, T.C.—court does not suspend). 2nd conviction •Class C misdemeanor (max \$500); •Optional alcohol awareness program; •Mandatory 40 to 60 hours of alcohol-related community service; •Administrative DL suspension (separate proceeding—Chapters 524 and 724, T.C.). 3rd conviction Under age 17: •See waiver provisions in chart. Age 17 & under 21 •Fine \$250 to \$2000 and/or confinement not to exceed 180 days if charge enhanced. Complete alcohol awareness program Court may reduce the fine to half the amount assessed. Failure to complete alcohol awareness program Court may give another 90 days to complete. •1st conviction: court must order DPS to suspend or deny issuance of DL for up to six	Secs. 25.094, 37.102, 37.107, 37.122, 37.124, 37.126. Class C misdemeanors (max \$500) Sec. 25.094(c)³ – In addition to a fine, a court may order a sanction under Art. 45.054, C.C.P.: •Attend school without unexcused absences; •Attend preparatory class for GED (older child that will not do well in classroom environment) or, if child is 16 or older, take GED exam; •Attend a special program: –alcohol & drug abuse program, –rehabilitation program, –counseling program, –training in self-esteem & leadership, –work and job skills training, –training in parenting, –manners training, –violence avoidance training, –sensitivity training, –advocacy, and –mentoring training; •Attend class for student at risk of dropping out of school (may require parent to attend with child); •Community service; •Participate in tutorial program; •Order DPS to suspend or deny issuance of a DL for a period of time not to exceed 365 days. Court shall dismiss the complaint if individual has successfully complied with the conditions imposed.	Secs. 161.252 and 161.253 1st conviction •A fine not to exceed \$250, but court shall suspend execution of sentence (court costs must still be assessed and imposed) and order tobacco awareness program. Court dismisses charge on completion of course. •If no course available, court shall require 8-12 hours tobacco-related community service. •Failure to complete tobacco awareness course or community service, court required to order DPS to suspend or deny issuance of DL for up to 180 days after date of order. Subsequent offenses (enhanced) •A fine not to exceed \$250; •Court shall suspend execution of sentence and order tobacco awareness course; •Upon completion of course, court may reduce fine to not less than half; •Failure to complete tobacco awareness course or community service, court required to order DPS to suspend or deny issuance of DL not to exceed 180 days after date of order.	Sec. 12.23 Class C misdemeanor (max fine \$500). Under age 17 & two prior convictions, see waiver provisions in chart. Public Intoxication (Sec. 49.02): Persons under age 21 charged with public intoxication, the penalty is under Sec. 106.071, A.B.C.: See penalties for Alcoholic Beverage Code Offenses other than DUI. Art. 45.061, C.C.P. Minor convicted of sexting may be ordered to attend a successfully complete an educational program addressing legal aspects, consequences, and effects of sexting, bullying, cyber-bullying, and harassment.	Secs. 729.001 and 729.002 Penalty same as adult defendant. See general and specific penalty clauses throughout Transportation Code.



MUNICIPAL JUVENILE/MINOR CHART

	Alcoholic Beverage Code	Alcoholic Beverage Code/DUI/BUI	Education Code	Health and Safety Code	Penal Code	Transportation Code Chapter 729
		months. Sec. 106.115(c), A.B.C. •2 nd or subsequent conviction: court must order DPS to suspend or deny issuance of DL not to exceed one year.	under 45.054, C.C.P., or if the individual presents to the court proof of a high school diploma or equivalency certificate.			
Appearance	Sec. 106.10, A.B.C. •Plea of guilty must be in open court. Art. 45.0215, C.C.P. Under age 17: •Must be in open court; •Parent or guardian required to appear with child; •Court must summon parent or guardian; •Court may waive presence, if unable to locate or compel parent's presence. Art. 45.057, C.C.P. Court should provide notice to the child and parent of child's (under age 17) and parent's obligation to notify the court in writing of the child's current address.	Sec. 106.10, A.B.C. •Plea of guilty must be in open court. Art. 45.0215, C.C.P. Under age 17: •Must be in open court; •Parent or guardian required to appear with child; •Court must summon parent or guardian; •Court may waive presence, if unable to locate or compel parent's presence. Art. 45.057, C.C.P. Court should provide notice to the child and parent of child's (under age 17) and parent's obligation to notify the court in writing of the child's current address.	Art. 45.0215, C.C.P. Under age 17: •Must be in open court; •Parent or guardian required to appear with child; •Court must summon parent or guardian; •Court may waive presence, if unable to locate or compel parent's presence. Art. 45.054, C.C.P. Failure to Attend School Proceedings: court required to summon parents to appear with defendant regardless of defendant's age. Art. 45.057, C.C.P. Court should provide notice to the child and parent of child's (under age 17) and parent's obligation to notify the court in writing of the child's current address.	Art. 45.0215, C.C.P. Under age 17: •Must be in open court; •Parent or guardian required to appear with child; •Court must summon parent or guardian; •Court may waive presence, if unable to locate or compel parent's presence. Age 17 – parent's presence not required. Art. 45.057, C.C.P. Court should provide notice to the child and parent of child's (under age 17) and parent's obligation to notify the court in writing of the child's current address.	Art. 45.0215, C.C.P. Under age 17, generally, or under age 18 if charged with Sexting under Section 43.261, P.C.: •Must be in open court; •Parent or guardian required to appear with child; •Court must summon parent or guardian; •Court may waive presence, if unable to locate or compel parent's presence. Art. 45.057, C.C.P. Court should provide notice to the child and parent of child's (under age 17) and parent's obligation to notify the court in writing of the child's current address.	Art. 45.0215, C.C.P. Under age 17: •Must be in open court; •Parent or guardian required to appear with child; •Court must summon parent or guardian; •Court may waive presence, if unable to locate or compel parent's presence. Art. 45.057, C.C.P. Court should provide notice to the child and parent of child's (under age 17) and parent's obligation to notify the court in writing of the child's current address.
Custody ³ Art. 45.058, C.C.P.	•A child at least age 10 and under age 17 may be taken into nonsecure custody. •Child may be: -released to parent, guardian, custodian, or other responsible adult; -taken before a municipal or justice court; -taken to a place of nonsecure custody – held for not more than 6 hours. •If a minor who is a child has been referred to juvenile court under Sec. 51.08(b), F.C., or Art. 45.050, C.C.P., the child may be detained in a juvenile detention facility. •A minor age 17 when offense committed may be handled as an adult.	•A child at least age 10 and under age 17 may be taken into nonsecure custody. •Child may be: -released to parent, guardian, custodian, or other responsible adult; -taken before a municipal or justice court; -taken to a place of nonsecure custody – held for not more than 6 hours. •If a minor who is a child has been referred to juvenile court under Sec. 51.08(b), F.C., or Art. 45.050, C.C.P., the child may be detained in a juvenile detention facility. •A minor age 17 when	•A child at least age 10 and under age 17 may be taken into nonsecure custody. •Child may be: -released to parent, guardian, custodian, or other responsible adult; -taken before a municipal or justice court; -taken to a place of nonsecure custody – held for not more than 6 hours. Sec. 25.094(d-1), E.C. •Order based on probable cause that individual failed to attend school: -A child may be taken into custody. •Individual may be: -released to parent, guardian,	•A child at least age 10 and under age 17 may be taken into nonsecure custody. •Child may be: -released to parent, guardian, custodian, or other responsible adult; -taken before a municipal or justice court; -taken to a place of nonsecure custody – held for not more than 6 hours. •If a minor who is a child has been referred to juvenile court under Sec. 51.08(b), F.C., or Art.	•A child at least age 10 and under age 17 may be taken into nonsecure custody. •Child may be: -released to parent, guardian, custodian, or other responsible adult; -taken before a municipal or justice court; -taken to a place of nonsecure custody – held for not more than 6 hours. •If a child has been referred to juvenile court under Sec. 51.08(b), F.C., or Art. 45.050, C.C.P., the child may be	•A child at least age 10 and under age 17 may be taken into nonsecure custody. •Child may be: -released to parent, guardian, custodian, or other responsible adult; -taken before a municipal or justice court; -taken to a place of nonsecure custody – held for not more than 6 hours. •If a child has been referred to juvenile court under Sec. 51.08(b), F.C., or Art. 45.050, C.C.P., the child may be



MUNICIPAL JUVENILE/MINOR CHART

	Alcoholic Beverage Code	Alcoholic Beverage Code/DUI/BUI	Education Code	Health and Safety Code	Penal Code	Transportation Code Chapter 729
		offense committed may be handled as an adult.	custodian, or other responsible adult; -taken before a municipal or justice court that has venue.	45.050, C.C.P., the child may be detained in a juvenile detention facility. •A minor age 17 when offense committed may be handled as an adult.	detained in a juvenile detention facility.	
Failure to Appear	Sec. 38.10, P.C. —Failure to Appear may be charged. Art. 45.058, C.C.P. Court may issue an order for nonsecure custody. Art. 45.057(h), C.C.P. Child may be charged with the offense of failure to provide written notice of current address. (It is an affirmative defense to prosecution if the child and parent were not informed of their obligation to notify the court of change of address.) Secs. 521.201(8) and 521.294(6), T.C. Court may report failure to appear to DPS.	Sec. 38.10, P.C. —Failure to Appear may be charged. Art. 45.058, C.C.P. Court may issue an order for nonsecure custody. Art. 45.057(h), C.C.P. Child may be charged with the offense of failure to provide written notice of current address. (It is an affirmative defense to prosecution if the child and parent were not informed of their obligation to notify the court of change of address.) Secs. 521.201(8) and 521.294(6), T.C. Court may report failure to appear to DPS.	Sec. 38.10, P.C. —Failure to Appear may be charged. Art. 45.058, C.C.P. Court may issue an order for nonsecure custody. Art. 45.057(h), C.C.P. Child may be charged with the offense of failure to provide written notice of current address. (It is an affirmative defense to prosecution if the child and parent were not informed of their obligation to notify the court of change of address.) Secs. 521.201(8) and 521.294(6), T.C. Court may report failure to appear to DPS.	Sec. 38.10, P.C. —Failure to Appear may be charged. Art. 45.058, C.C.P. Court may issue an order for nonsecure custody. Art. 45.057(h), C.C.P. Child may be charged with the offense of failure to provide written notice of current address. (It is an affirmative defense to prosecution if the child and parent were not informed of their obligation to notify the court of change of address.) Secs. 521.201(8) and 521.294(6), T.C. Court may report failure to appear to DPS.	Sec. 38.10, P.C. —Failure to Appear may be charged. Art. 45.058, C.C.P. Court may issue an order for nonsecure custody. Art. 45.057(h), C.C.P. Child may be charged with the offense of failure to provide written notice of current address. (It is an affirmative defense to prosecution if the child and parent were not informed of their obligation to notify the court of change of address.) Secs. 521.201(8) and 521.294(6), T.C. Court may report failure to appear to DPS.	Sec. 543.009, T.C. —Violation of Promise to Appear may be charged for Subtitle C, Rules of the Road offenses. Sec. 38.10 P.C. —Failure to Appear may be charged for other traffic offenses. Art. 45.058, C.C.P. Court may issue an order for nonsecure custody. Art. 45.057(h), C.C.P. Child may be charged with the offense of failure to provide written notice of current address. (It is an affirmative defense to prosecution if the child and parent were not informed of their obligation to notify the court of change of address.) Sec. 521.3452, T.C. Court shall report failure to appear to DPS.
Violation of a Court Order; Failure to Pay Fine; Art. 45.050, C.C.P.	Art. 45.050, C.C.P. Applies to: children under age 17; children who turn age 17 before contempt proceedings can be held; and persons who failed to obey court order while age 17 or older. Court must provide notice of and conduct a hearing on contempt, before court may: • refer the child to the juvenile court for delinquent conduct for contempt of the municipal court order (if child turns age 17 court may not refer to juvenile court); or • retain jurisdiction and hold child/person in contempt of court - max fine \$500; and/or - order suspension or denial of DL until child/person fully complies with orders. All defendants:	Art. 45.050, C.C.P. Applies to: children under age 17; children who turn age 17 before contempt proceedings can be held; and persons who failed to obey court order while age 17 or older. Court must provide notice of and conduct a hearing on contempt, before court may: • refer the child to the juvenile court for delinquent conduct for contempt of the municipal court order (if child turns age 17 court may not refer to juvenile court); or • retain jurisdiction and hold child/person in contempt of court - max fine \$500; and/or - order suspension or denial	Art. 45.050, C.C.P. Applies to: children under age 17; children who turn age 17 before contempt proceedings can be held; and persons who failed to obey court order while age 17 or older. Court must provide notice of and conduct a hearing on contempt, before court may: • refer the child to the juvenile court for delinquent conduct for contempt of the municipal court order (if child turns age 17 court may not refer to juvenile court); or • retain jurisdiction and hold child/person in contempt of court - max fine \$500; and/or	Art. 45.050, C.C.P. Applies to: children under age 17; children who turn age 17 before contempt proceedings can be held; and persons who failed to obey court order while age 17 or older. Court must provide notice of and conduct a hearing on contempt, before court may: • refer the child to the juvenile court for delinquent conduct for contempt of the municipal court order (if child turns age 17 court may not refer to juvenile court); or	Art. 45.050, C.C.P. Applies to: children under age 17; children who turn age 17 before contempt proceedings can be held; and persons who failed to obey court order while age 17 or older. Court must provide notice of and conduct a hearing on contempt, before court may: • refer the child to the juvenile court for delinquent conduct for contempt of the municipal court order (if child turns age 17 court may not refer to juvenile court); or	Art. 45.050, C.C.P. Applies to: children under age 17; children who turn age 17 before contempt proceedings can be held; and persons who failed to obey court order while age 17 or older. Court must provide notice of and conduct a hearing on contempt, before court may: • refer the child to the juvenile court for delinquent conduct for contempt of the municipal court order (if child turns age 17 court may not refer to juvenile court); or • retain jurisdiction and hold child/person in contempt of court - max fine \$500; and/or - order suspension or denial of DL until child/person fully complies with orders.



MUNICIPAL JUVENILE/MINOR CHART

	Alcoholic Beverage Code	Alcoholic Beverage Code/DUI/BUI	Education Code	Health and Safety Code	Penal Code	Transportation Code Chapter 729
	• Failure to complete alcohol awareness course, see section on penalties this chart.	of DL until child/person fully complies with orders. All defendants: • Failure to complete alcohol awareness course, see section on penalties this chart.	- order suspension or denial of DL until child/person fully complies with orders.	• retain jurisdiction and hold child/person in contempt of court - max fine \$500; and/or - order suspension or denial of DL until child/person fully complies with orders. All defendants: • Failure to complete tobacco awareness course, see section on penalties this chart.	• retain jurisdiction and hold child/person in contempt of court - max fine \$500; and/or - order suspension or denial of DL until child/person fully complies with orders.	
Expunction ⁵	Sec. 106.12, A.B.C. Yes. May apply to municipal court at age 21 if only one conviction under Alcoholic Beverage Code. Sec. 106.12(d), A.B.C. Court shall charge \$30 fee for each application.	Sec. 106.12, A.B.C. Yes. May apply to municipal court at age 21 if only one conviction under Alcoholic Beverage Code. Sec. 106.12(d), A.B.C. Court shall charge \$30 fee for each application.	Art. 45.055(a) • Court must notify child of right; • Court must give copy of Art. 45.055, C.C.P., to defendant and parent Art. 45.055(a) • May apply to municipal court if only one conviction for offense of failure to attend school; • May apply at age 18; • Must submit written request made under oath; • Form of submission determined by applicant; • Must pay \$30 fee. Art. 45.055(e) • Regardless of number of convictions, court shall expunge if individual successfully complied with any conditions imposed under Art. 45.054. • Regardless of number of convictions, court shall expunge if individual presents proof (by age 21) of high school diploma or equivalency certificate. Art. 45.0216, C.C.P. Other fine-only Education Code Offenses:	Sec. 161.255, H.S.C. • May apply to municipal court to have conviction expunged; • Applicant must have completed tobacco awareness course; • May have multiple convictions expunged as long as applicant completed tobacco awareness course for each conviction. • Court shall charge \$30 fee.	Art. 45.0216, C.C.P. • Court must notify child of right; • Court must give copy of Art. 45.0216, C.C.P., to defendant and parent; • Not more than one conviction; • Child may apply on or after age 17; • Apply to trial court; • Child makes request under oath; • Court shall charge \$30 fee.	Ch. 55, C.C.P. Expunction order must be filed in district court.



MUNICIPAL JUVENILE/MINOR CHART

	Alcoholic Beverage Code	Alcoholic Beverage Code/DUI/BUI	Education Code	Health and Safety Code	Penal Code	Transportation Code Chapter 729
			• Court must notify child of right; • Court must give copy of Art. 45.0216, C.C.P.; • Not more than one conviction; • Child may apply on or after age 17; • Apply to trial court; • Child makes request under oath; • Court shall charge \$30 fee.			
Child Turns Age 17 after Failure to Appear	Art. 45.060, C.C.P. Court must have used all available procedures under Chapter 45 to secure appearance while under the age of 17 before proceeding under Art. 45.060, C.C.P. At age 17 or older, court issues an order to appear. Order must have a warning about continuing obligation to appear and that failure to appear may result in a warrant being issued. If person fails to appear after notice, prosecutor may file complaint for violation of obligation to appear under Art. 45.060 and court may issue a warrant of arrest.	Art. 45.060, C.C.P. Court must have used all available procedures under Chapter 45 to secure appearance while under the age of 17 before proceeding under Art. 45.060, C.C.P. At age 17 or older, court issues an order to appear. Order must have a warning about continuing obligation to appear and that failure to appear may result in a warrant being issued. If person fails to appear after notice, prosecutor may file complaint for violation of obligation to appear under Art. 45.060 and court may issue a warrant of arrest.	Art. 45.060, C.C.P. Court must have used all available procedures under Chapter 45 to secure appearance while under the age of 17 before proceeding under Art. 45.060, C.C.P. At age 17 or older, court issues an order to appear. Order must have a warning about continuing obligation to appear and that failure to appear may result in a warrant being issued. If person fails to appear after notice, prosecutor may file complaint for violation of obligation to appear under Art. 45.060 and court may issue a warrant of arrest.	Art. 45.060, C.C.P. Court must have used all available procedures under Chapter 45 to secure appearance while under the age of 17 before proceeding under Art. 45.060, C.C.P. At age 17 or older, court issues an order to appear. Order must have a warning about continuing obligation to appear and that failure to appear may result in a warrant being issued. If person fails to appear after notice, prosecutor may file complaint for violation of obligation to appear under Art. 45.060 and court may issue a warrant of arrest.	Art. 45.060, C.C.P. Court must have used all available procedures under Chapter 45 to secure appearance while under the age of 17 before proceeding under Art. 45.060, C.C.P. At age 17 or older, court issues an order to appear. Order must have a warning about continuing obligation to appear and that failure to appear may result in a warrant being issued. If person fails to appear after notice, prosecutor may file complaint for violation of obligation to appear under Art. 45.060 and court may issue a warrant of arrest.	Art. 45.060, C.C.P. Court must have used all available procedures under Chapter 45 to secure appearance while under the age of 17 before proceeding under Art. 45.060, C.C.P. At age 17 or older, court issues an order to appear. Order must have a warning about continuing obligation to appear and that failure to appear may result in a warrant being issued. If person fails to appear after notice, prosecutor may file complaint for violation of obligation to appear under Art. 45.060 and court may issue a warrant of arrest.
Child Turns age 17 after Failing to Pay Fine; <i>Copias Pro Fine</i> ; Art. 45.045, C.C.P.	Art. 45.045, C.C.P. Court must determine before issuing a <i>capias pro fine</i> : • that person is age 17 or older; • that issuance of <i>capias pro fine</i> is justified (must consider sophistication & maturity, criminal record and history of individual, and the reasonable likelihood of bringing about the discharge of judgment by other procedures); and • that the court has proceeded under Art. 45.050, C.C.P.	Art. 45.045, C.C.P. Court must determine before issuing a <i>capias pro fine</i> : • that person is age 17 or older; • that issuance of <i>capias pro fine</i> is justified (must consider sophistication & maturity, criminal record and history of individual, and the reasonable likelihood of bringing about the discharge of judgment by other procedures); and • that the court has proceeded under Art.	Art. 45.045, C.C.P. Court must determine before issuing a <i>capias pro fine</i> : • that person is age 17 or older; • that issuance of <i>capias pro fine</i> is justified (must consider sophistication & maturity, criminal record and history of individual, and the reasonable likelihood of bringing about the discharge of judgment by other procedures); and • that the court has proceeded under Art. 45.050,	Art. 45.045, C.C.P. Court must determine before issuing a <i>capias pro fine</i> : • that person is age 17 or older; • that issuance of <i>capias pro fine</i> is justified (must consider sophistication & maturity, criminal record and history of individual, and the reasonable likelihood of bringing about the discharge of judgment by other procedures);	Art. 45.045, C.C.P. Court must determine before issuing a <i>capias pro fine</i> : • that person is age 17 or older; • that issuance of <i>capias pro fine</i> is justified (must consider sophistication & maturity, criminal record and history of individual, and the reasonable likelihood of bringing about the discharge of judgment by other procedures); and • that the court has proceeded under Art. 45.050, C.C.P.	Art. 45.045, C.C.P. Court must determine before issuing a <i>capias pro fine</i> : • that person is age 17 or older; • that issuance of <i>capias pro fine</i> is justified (must consider sophistication & maturity, criminal record and history of individual, and the reasonable likelihood of bringing about the discharge of judgment by other procedures); and • that the court has proceeded under Art. 45.050, C.C.P.



MUNICIPAL JUVENILE/MINOR CHART

	Alcoholic Beverage Code	Alcoholic Beverage Code/DUI/BUI	Education Code	Health and Safety Code	Penal Code	Transportation Code Chapter 729
		45.050, C.C.P.	C.C.P.	and • that the court has proceeded under Art. 45.050, C.C.P.	by other procedures); and • that the court has proceeded under Art. 45.050, C.C.P.	
Reports	Sec. 51.08(c), F.C. Under age 17 • Juvenile court when case filed; • Juvenile court when case disposed. Secs. 521.201(8) and 521.294(6), T.C. Under age 17 • DPS, if child fails to appear; • DPS, when case adjudicated. Sec. 521.3451, T.C. • DPS, when child found in contempt for failure to pay under Art. 45.050, C.C.P. & court orders suspension or denial of DL; • DPS, when child makes final disposition. Sec. 106.116, A.B.C. • Tex. Alcoholic Bev. Commission, if requested. Sec. 106.117, A.B.C. All minors • DPS, upon conviction or order of deferred. Sec. 106.115(d), A.B.C. All minors • DPS, court order of DL suspension or denial not to exceed six months upon failure to complete alcohol awareness program or community service.	Sec. 51.08(c), F.C. Under age 17 • Juvenile court when case filed; • Juvenile court when case disposed. Secs. 521.201(8) and 521.294(6), T.C. Under age 17 • DPS, if child fails to appear; • DPS, when case adjudicated. Sec. 521.3451, T.C. • DPS, when child found in contempt for failure to pay under Art. 45.050, C.C.P. & court orders suspension or denial of DL; • DPS, when child makes final disposition. Sec. 106.116, A.B.C. • Tex. Alcoholic Bev. Commission, if requested. Sec. 106.117, A.B.C. All minors • DPS, upon conviction, order of deferred, and acquittal under 106.041. Sec. 106.115(d), A.B.C. All minors • DPS, court order of DL suspension or denial not to exceed six months upon failure to complete alcohol awareness program or community service.	Sec. 51.08(c), F.C. Under age 17 • Juvenile court when case filed; • Juvenile court when case disposed. Secs. 521.201(8) and 521.294(6), T.C. Under age 17 • DPS, if child fails to appear; • DPS when case adjudicated. Sec. 521.3451, T.C. • DPS, when child found in contempt for failure to pay under Art. 45.050, C.C.P. & court orders suspension or denial of DL; • DPS, when child makes final disposition.	Sec. 161.254, H.S.C. All minors • DPS, if defendant fails to present evidence of completion of tobacco-related program or community service. Court required to order DL suspended or denied for a period not to exceed 180 days. Secs. 521.201(8) and 521.294(6), T.C. Under age 17 • DPS, if child fails to appear; • DPS when case adjudicated. Sec. 521.3451, T.C. • DPS, when child found in contempt for failure to pay under Art. 45.050, C.C.P. & court orders suspension or denial of DL; • DPS, when child makes final disposition.	Sec. 51.08(c), F.C. Under age 17 • Juvenile court when case filed; • Juvenile court when case disposed. Secs. 521.201(8) and 521.294(6), T.C. Under age 17 • DPS, if child fails to appear; • DPS when case adjudicated. Sec. 521.3451, T.C. • DPS, when child found in contempt for failure to pay under Art. 45.050, C.C.P. & court orders suspension or denial of DL; • DPS, when child makes final disposition. Sec. 15.27, P.C. • Upon conviction, prosecutor required to notify school of conviction of assault and possession of drug paraphernalia.	Sec. 543.203, T.C. • Convictions reported to DPS. Sec. 521.3452, T.C. Under age 17 • Court required to report failure to appear. Secs. 521.201(7) and 521.294(5), T.C. • DPS, if child fails to appear; • DPS when case adjudicated. Sec. 521.3451, T.C. • DPS, when child found in contempt for failure to pay under Art. 45.050, C.C.P. & court orders suspension or denial of DL; • DPS, when child makes final disposition.
Parents	Art. 45.0215, C.C.P. • Court required to issue summons for parents. • Failure to appear with child in court is a Class C misdemeanor. Art. 45.057(a), C.C.P. • Parent includes a person standing in parental relation, a managing conservator, or a custodian. Art. 45.057(g), C.C.P. • Failure to appear with child in court is a Class C misdemeanor.	Art. 45.0215, C.C.P. • Court required to issue summons for parents. • Failure to appear with child in court is a Class C misdemeanor. Art. 45.057(a), C.C.P. • Parent includes a person standing in parental relation, a managing conservator, or a custodian. Art. 45.057(g), C.C.P.	Art. 45.0215, C.C.P. • Court required to issue summons for parents. • Failure to appear with child in court is a Class C misdemeanor. Sec. 25.093, E.C. • May be charged with the offense of Parent Contributing to Nonattendance, a Class C misdemeanor. Art. 45.054, C.C.P.	Art. 45.0215, C.C.P. • Court required to issue summons for parents. • Failure to appear with child in court is a Class C misdemeanor. Art. 45.057(a), C.C.P. • Parent includes a person standing in parental relation, a managing conservator, or a custodian.	Art. 45.0215, C.C.P. • Court required to issue summons for parents. • Failure to appear with child in court is a Class C misdemeanor. Art. 45.057(a), C.C.P. • Parent includes a person standing in parental relation, a managing conservator, or a custodian.	Art. 45.0215, C.C.P. • Court required to issue summons for parents. • Failure to appear with child in court is a Class C misdemeanor. Art. 45.057(a), C.C.P. • Parent includes a person standing in parental relation, a managing conservator, or a custodian. Art. 45.057(g), C.C.P. • Failure to appear with child in court is a Class C misdemeanor.



MUNICIPAL JUVENILE/MINOR CHART

	Alcoholic Beverage Code	Alcoholic Beverage Code/DUI/BUI	Education Code	Health and Safety Code	Penal Code	Transportation Code Chapter 729
	Art. 45.057(h), C.C.P. •Failure to notify the court in writing of the child's current address is a Class C misdemeanor. Art. 45.057, C.C.P. Court may order: •Attend a parenting class. •Attend child's school classes & functions. •Pay up to \$100 for special program for child. •Parent to do an act or refrain from doing an act that will increase likelihood that child will comply. Sec. 106.115(d), A.B.C. •Court may order parent to do any act or refrain from an act to increase likelihood that minor will complete alcohol awareness program after child fails to complete program.	•Failure to appear with child in court is a Class C misdemeanor. Art. 45.057(h), C.C.P. •Failure to notify the court in writing of the child's current address is a Class C misdemeanor. Art. 45.057, C.C.P. Court may order: •Attend a parenting class. •Attend child's school classes & functions. •Pay up to \$100 for special program for child. •Parent to do an act or refrain from doing an act that will increase likelihood that child will comply. Sec. 106.115(d), A.B.C. •Court may order parent to do any act or refrain from an act to increase likelihood that minor will complete alcohol awareness program after child fails to complete program.	•Order parent to attend a class for students at risk of dropping out of school. Art. 45.057(a), C.C.P. •Parent includes a person standing in parental relation, a managing conservator, or a custodian. Art. 45.057, C.C.P. Court may order: •Attend a parenting class. •Attend child's school classes & functions. •Pay up to \$100 for special program for child. •Parent to do an act or refrain from doing an act that will increase likelihood that child will comply. Art. 45.054(d), C.C.P. •Failure to comply with summons to appear with child charged with failure to attend school is a Class C misdemeanor. Art. 45.057(h), C.C.P. •Failure to notify the court in writing of the child's current address is a Class C misdemeanor.	Art. 45.057(g), C.C.P. •Failure to appear with child in court is a Class C misdemeanor. Art. 45.057, C.C.P. Court may order: •Attend a parenting class. •Attend child's school classes & functions. •Pay up to \$100 for special program for child. •Parent to do an act or refrain from doing an act that will increase likelihood that child will comply. Art. 45.057(h), C.C.P. •Failure to notify the court in writing of the child's current address is a Class C misdemeanor.	Art. 45.057(g), C.C.P. •Failure to appear with child in court is a Class C misdemeanor. Art. 45.057, C.C.P. Court may order: •Attend a parenting class. •Attend child's school classes & functions. •Pay up to \$100 for special program for child. •Parent to do an act or refrain from doing an act that will increase likelihood that child will comply. Art. 45.057(h), C.C.P. •Failure to notify the court in writing of the child's current address is a Class C misdemeanor. Art. 45.061, C.C.P. • Parent (or defendant) must pay for court-ordered educational program for child convicted of sexting.	Art. 45.057, C.C.P. Court may order: •Attend a parenting class. •Attend child's school classes & functions. •Pay up to \$100 for special program for child. •Parent to do an act or refrain from doing an act that will increase likelihood that child will comply. Art. 45.057(h), C.C.P. •Failure to notify the court in writing of the child's current address is a Class C misdemeanor.



MUNICIPAL JUVENILE/MINOR CHART

¹Art. 45.056, C.C.P., provides authority for municipal courts to employ case managers for juvenile cases. Sec.51.08, F.C., provides that a court that has implemented a juvenile case manager program under Art. 45.056, C.C.P., may, but is not required to, waive its original jurisdiction under subsection (b)(1) of Section 51.08, F.C. Article 102.0174, C.C.P., provides that cities may adopt an ordinance creating a juvenile case manger fund and collect a fee of up to \$5 to fund a juvenile case manager.

²Art. 45.057, C.C.P. – When a child who is at least 10 years old and younger than age 17 is charged with a fine-only offense, the court may, in addition to a fine, order the following sanctions: 1) Refer the child or child's parent for services under Sec. 264.302, F.C.; 2) Require child to attend a special program that is in best interest of child, including rehabilitation, counseling, self-esteem and leadership, work and job skills training, job interviewing and work preparation, self-improvement, parenting, manners, violence avoidance, tutoring, sensitivity training, parental responsibility, community service, restitution, advocacy or mentoring program; 3) Require parents to do an act or refrain from an act that will increase the likelihood that the child will comply with court orders, including attending a parenting class or parental responsibility program and attending the child's school classes or functions; 4) Order the parents of a child required to attend a special program to pay an amount not greater than \$100 for the costs of the program; 5) Require both the child and parent to submit proof of attendance. (If program involves the expenditure of county funds, county must approve child's attendance.)

Deferred Disposition

- If the court grants deferred for all Alcoholic Beverage Code offenses except DUI, the court must require the defendant to perform the community service requirements and attend an alcohol awareness course; for DUI, the court must require an alcohol awareness course.
- If defendant charged with the offense of public intoxication is under age 21, and the court grants deferred, the court must order the community service requirements under Sec. 106.071, A.B.C., and attendance at an alcohol awareness course.

³ A dispositional order under Art. 45.054, C.C.P., is effective for the period specified by the court in the order but may not extend beyond the 180th day after the date of the order or beyond the end of the school year in which the order was entered, whichever period is longer.

⁴Art. 45.059, C.C.P., Children Taken into Custody for Violation of Juvenile Curfew or Order: 1) Release person to parent, guardian or custodian; 2) Take person before a justice or municipal court; or 3) Take person to juvenile curfew processing office (similar to nonsecure custody and not held for more than six hours).

⁵Art. 45.0216, C.C.P., provides that proceedings under Art. 45.051, C.C.P. (Deferred Disposition), and proceedings under Art. 45.052, C.C.P. (Teen Court), may be expunged under Art. 45.0216, C.C.P.

⁶Under Sec. 25.093(f), E.C., when a court grants deferred disposition to a parent charged with parent contributing to nonattendance, the court may require the defendant to attend a program that provides instruction designed to assist the parent in identifying problems that contribute to his or her child's absence from school and strategies for resolving those problems.

ATTENTION

H.B. 961, passed in the 82nd legislature, replaces procedures for nondisclosure with procedures that conditionally make particular criminal case records confidential. Article 45.0217 provides that all records and files, including those held by law enforcement and all electronically stored information, relating to a child who is convicted of an offense has satisfied the judgment for a fine-only misdemeanor offense other than a traffic offense are confidential. Confidential records may not be released to the public, but they can be inspected by judges, court staff, a criminal justice agency for a criminal justice purpose, DPS, the defendant, the defendant's attorney, a prosecuting attorney, or the defendant's parent, guardian, or managing conservator. Like nondisclosure orders, this new confidentiality protection only applies to cases in which a conviction is obtained. This means there is no confidentiality for records related to a case where a child defendant receives deferred disposition and the case is subsequently dismissed or where a child gets a dismissal from successful completion of teen court. Unlike nondisclosure, this new confidentiality does not attach to records until the judgment is satisfied. H.B. 961 applies to convictions before, on, or after the effective date of the act. All cases subject to an existing nondisclosure order will still be subject to the nondisclosure order.

JUVENILE CASE MANAGER

JOB PURPOSE AND SUMMARY

To direct, manage, supervise, and coordinate the programs and activities of the La Marque Municipal Court juvenile cases, including juvenile crime prevention, counseling, and detention; to coordinate assigned activities with other County departments, divisions, and outside agencies; and to provide highly responsible and complex administrative support to the Court Administrator and Municipal Court Judge.

The Juvenile Case Manager receives supervision and administrative direction from the Court Administrator and Municipal Judge.

KEY OR TYPICAL TASKS AND RESPONSIBILITIES:

- Assumes management responsibility for all services and activities of the Juvenile cases. Works as a liaison between parent, juvenile and the court.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs including the management, maintenance and operation of the volunteer services, and other programs within the Municipal Court Juvenile program; recommends, within Court policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the Court Administrator and Judge; implements improvements.
- Plans, directs, coordinates, and reviews the work plan for Juvenile case services and programs; meets with staff to identify and resolve problems; assigns work activities projects, and programs;

monitors work flow; reviews and evaluates work products, methods, and procedures.

- Develops and participates in the administration of the Juvenile case annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies.
- Serves as a liaison for the Municipal court on Juvenile cases with other County departments, divisions, and outside agencies; negotiates and resolves significant and controversial issues.
- Provides responsible staff assistance to the Municipal Court Judge; prepares and presents staff reports and other necessary correspondences to the Court Administrator and Judge.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Juvenile Case programs, policies, and procedures as appropriate.
- Participates on a variety of boards and commissions when needed; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of juvenile services.
- Notifies Court Administrator and Judge of difficult and sensitive citizen inquiries and complaints that relates to juveniles.
- Develops programs for juvenile offenders within jurisdiction of the Municipal Court; negotiates contracts with outside agencies for delivery of services; prepares grants to provide funding for additional resources and services.
- Works with and in support of the warrant function to ensure efficiency and staffing support as needed.
- Performs related duties as assigned.



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Charlene Warren/
Charles Jackson

Department: Administration

Agenda item: 7g

Reviewed by: Charlene Warren/
Charles Jackson

AGENDA ITEM DESCRIPTION: Consider recommendation to void contract with the La Marque Cougars Youth Organization.

☒ X

ATTACHMENTS FOR REFERENCE

1. Contract

STAFF BRIEFING:

- At the April 8, 2019 City Council meeting, Council approved a two-year contract with the La Marque Cougars Youth Organization for use and maintenance of the football field at Mahan Park.
- At the May 13, 2019 City Council meeting, Mayor Pro-tem Bell asked that in the future, when a contract is voided for one reason or another, that it be brought before Council and officially acknowledged that the contract is void.
- Upon contacting Ms. Charlotte Hardy regarding the La Marque Cougars Youth Organization contract, staff was advised that the La Marque Cougars Organization would not be able to participate at this time.
- The City should not have an open contract with an organization that no longer exists.
- Staff has recommended that these types of exclusive use contracts for City parks no longer be entered into by City of La Marque as a matter of public policy.

HISTORY: N/A

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES:

February 21, 2019 – Parks Board approved the recommendation to City Council of an agreement for the use of the football fields in Mahan Park

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 Item #	
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to void contract with the La Marque Cougars Youth Organization

FISCAL IMPACT: N/A



CITY OF LA MARQUE AGREEMENT FOR USE OF CITY LAND FOR ATHLETIC FUNCTIONS

SECTION 1. Parties. This Agreement ("Agreement") is made by and between the City of La Marque, Texas (hereinafter called "City") and (Charlotte Hardy) La Marque Cougar Youth Organization (hereinafter called lessee).

SECTION 2. City hereby grants Lessee permission to the use of Football Field located in Mahan Park, (Premises), said Premises being owned by the City of La Marque and located within the corporate limits of the City.

SECTION 3. Consideration. As consideration for use of facilities, lessee shall pay the City the sum of **\$ -0- per year.** During the term of this Agreement, lessee shall also pay any portion which exceeds **\$ -0- per month** for water service to the Premises no later than fifteen (15) days after receipt of invoice. If payment is not received by due date, the lessee will pay an additional **\$ -0- per day** after due date. The City of La Marque is not responsible for the payment, repair work or any other use of electricity at Mahan Park. If electricity is needed during the use of the premises, the Lessee shall make all the necessary arrangements.

SECTION 4. Term and Termination. This Agreement to use the Premises granted herein shall be for a period of three (3) year(s) commencing on **June 1, 2019** and terminating on **June 1, 2021 (except during the month of October)** provided that City may at any time, on not less than (30) days advance written notice to the Lessee, revoke permission to use the Premises herein granted and may take possession of the Premises without being guilty in any manner of trespass; and all claims for damages for and by reason of such re-entry are hereby expressly waived by Lessee. It is agreed that City revocation of this Agreement prior to the expiration of the term hereof must be authorized by the City Council at a regular or special meeting. Lessee shall provide the Public Works Director a schedule of Lessees days and times of practice use of facilities and days and times of games. During this time, Lessee shall have exclusive use of the fields during these times. When Lessee is not using the fields for practices and/or games, the fields may be used by the general public for recreational purposes. The Lessee shall not sublet the fields to any other organization for practice, games or tournaments without the written consent of the City.

SECTION 5. Actions on Termination and Indemnity. Upon termination or expiration of this Agreement, Lessee agrees to peacefully give up the use and possession said premises to City and shall remove all equipment, uniforms, and personal property. Upon termination or expiration of this Agreement, all physical improvements placed upon the Premises by Lessee shall remain in place. It is further agreed that the City Council (or their designee) shall have the right to approve all plans and specifications before any improvements are made to the Premises by Lessee, other than normal

maintenance. Lessee shall submit plans and specifications to the Parks Board for their approval, then to City Manager or designee for review and recommendation to City Council.

It is expressly understood and agreed that Lessee shall indemnify and hold City harmless from any liability for payment of any obligations incurred by Lessee or due to any improvements, etc. placed in or upon said Premises by Lessee. Lessee shall not encumber, in any manner, nor permit a lien of any type to be placed on, said Premises, and Lessee agrees to indemnify and hold City harmless in regard to any such financial obligations, liens, or encumbrances of any kind.

SECTION 6. Concession Stand. Licensee shall be permitted to operate a concession stand located next to the athletic fields on the Premises and shall be permitted to sell merchandise and non-alcoholic beverages during the period from one (1) hour immediately before an athletic event commences until one (1) hour immediately after said athletic event ends. Licensee shall provide adequate and suitable containers for collecting discarded cups, papers, and trash from the operation of said concession stand and shall be responsible for keeping the entire Premises free of all papers, cups, and trash from resulting from operations of said concession stand. At no time shall Licensee sell or allow the sale of beer, wine or any other alcoholic beverage. Lessee shall prior to the opening of the concession stand obtain a Health permit from the Galveston County Health Department and maintain compliance throughout the operation of the concession stand. Any improvements to the concession stand are to meet compliance standards and shall be the responsibility of the Lessee.

SECTION 7. Equal Opportunity. It is agreed and understood that Premises are owned by the City are the subject of this Agreement and that in the conduct of Lessee's operation thereon, discrimination on account of race, color, sex, religion, age, disability, or national origin, directly or indirectly, is strictly prohibited.

SECTION 8. Maintenance and Responsibility. Lessee shall maintain the Premises in good condition satisfactory to City. Lessee shall be responsible for the costs of utility service to the Premises as discussed in Section 3. Lessee shall at their own cost provide mowing. Lessee shall at their own expense be responsible for the maintenance of the fields for safety of the participants. Lessee shall also be responsible for all field lining and preparation of fields. Any unusual circumstances necessitating City assistance must be reported immediately to the Director of Public Works.

SECTION 9. Commercial Advertising. Lessee shall be able to generate revenue for the organization with the sale of fence advertising. All advertising shall be of good taste for a family venue and professionally created. Lessee shall be responsible for the installation of fence advertising at the start of the season and the removal of all advertising at the conclusion of the season. Lessee shall be solely responsible for the maintenance of all sign advertising.

SECTION 10. Annual Report and Financial Statement. It is agreed that Lessee shall furnish to the City Manager or her designee a financial statement of the past year's operation by **September 30** of each year.

SECTION 11. Insurance and Indemnification. As a condition precedent to the effectiveness of the agreement hereby granted, Lessee agrees to indemnify and hold harmless City, its officials, employees, and agents from and against any and all costs, claims, and damages (including attorney's fees) that may be caused by the use of the Premises, and shall protect and indemnify City from any and all claims, cost, expenses, judgments, and causes of action arising out of or in any way related to the use of the Premises, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, Lessee agrees to obtain and maintain an insurance policy naming the City as additionally insured. Such policy shall be for not less than \$500,000.00 per person for bodily injuries, not less than \$100,000.00 for property damage, and an aggregate limit of not less than \$1,000,000.00 per occurrence. Proof of payment of premium for said policy and a copy of said policy shall be delivered to and kept by the City Manager or her designee and such insurance shall be maintained in full force so long as this Agreement is in effect. Not less than ten days prior to expiration of a current insurance policy, Lessee shall provide a copy of a new or replacement insurance policy to the City Manager of the City inclusive of evidence of the City continuing to be named as an additional insured under the policy. Failure to provide such proof of insurance as agreed upon shall negate any use of City facilities until such compliance has been satisfied.

SECTION 12. Validity. Each section, subsection, provision, requirement, regulation, or restriction established by this Agreement is hereby declared to be independent, and the holding of any part to be unconstitutional, invalid, or ineffective for any cause shall not affect or render invalid this Agreement or amendments hereto, as a whole or any part thereof, except the particular part so declared to be invalid.

SECTION 13. Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement by the party for whom he or she signs.

SECTION 14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Galveston County.

SECTION 15. Attorney's Fees. The party prevailing in any dispute under this Agreement shall be entitled to recover its reasonable attorney's fees and costs in addition to all other relief.

SECTION 16. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, Lessee may not assign its interest under this Agreement without obtaining the prior consent of the City, acting through its City Council. If Lessee desires to assign its interest under this Agreement, Lessee must submit a written request to the City Manager seeking permission to assign its interest and identify to whom the Lessee proposes to assign its interest and the terms of any such assignment. The request for assignment will be considered by the City Council at a regular meeting and the City Council, in its sole discretion, may vote to consent to the assignment or vote to not consent to the assignment.

SECTION 17. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. This Agreement may be executed by facsimile signature or by a signature transmitted by facsimile and such facsimile signature or such signature transmitted by facsimile shall be considered the same as an original signature for all purposes.

SECTION 18. Correspondence. All correspondence to the City shall be mailed or delivered to:

City Manager
1111 Bayou Road
La Marque, Texas 77568

Lessee shall notify in writing to City their point of correspondence.

LESSEE:

CITY:

CITY OF LA MARQUE, TEXAS

By: _____

By: _____

Name: _____

Name: Charles "Tink" Jackson

Title: _____

Title:

Date: _____

Date: _____

ATTEST:

By: _____

Name: Robin Eldridge

Title: City Clerk

City of La Marque



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 7h

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION – Consider recommendation to authorize the Mayor to execute an Interlocal Agreement with the County of Galveston for County Road Bond Project City of La Marque street improvements.

☒

ATTACHMENTS FOR REFERENCE

1. Proposed Interlocal Agreement

STAFF BRIEFING:

- Galveston County allocated \$1,730,000 in the 2017 road bond funds to be used as the County's share for road improvements in the City of La Marque
- Galveston County also agreed to allocate up to an additional \$1,000,000 in road bond funds if the City could match the contribution to be used for improvements to various city streets in the City
- Including the County Road Bond and additional match dollars, total funding available is \$3,730,000
- A list of prioritized streets was presented to Council in 2017, and included estimated costs for overlay of certain streets and a suggested rebuild of four others
- At the May 13, 2019 City Council meeting, Council provided direction to staff to complete as many road projects as funding allows
- An interlocal agreement must be executed for project to move forward
- City Attorney has reviewed and approved as to form the Interlocal Agreement

HISTORY:

2017 – Galveston County Road Bond approved by voters

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES:

05/13/2019 – City of La Marque Council Meeting

05/20/2019 – Galveston County Commissioners Court



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Interlocal Agreement | |
| ☒ 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	\$3,730,000
Acct. Name(s)	
Line Item #	N/A
Other Funding	County Road Bond & matching funds

STAFF'S RECOMMENDATION: Motion to authorize the Mayor to execute an Interlocal Agreement with the County of Galveston for County Road Bond Project City of La Marque street improvements.

FISCAL IMPACT: \$1,730,000 to be paid from 2017 Galveston County Road Bond, \$1,000,000 from Galveston County matching fund and \$1,000,000 City contribution.

The State of Texas §
§
County of Galveston §

**Interlocal Agreement to Partially Fund Road Improvements within the City Limits of La
Marque, Texas**

This Agreement is entered into pursuant to Chapter 791 Texas Government Code and Transportation Code §251.012. It is by and between the **County of Galveston** and the **City of La Marque**, a home-rule municipality, hereinafter referred to as the “City” both of which are political subdivisions of the State of Texas.

I. Preamble

The Parties agree:

The County allocated \$1,730,000 in funds to be used as the County’s share for road improvements in the City of La Marque. In addition, the County allocated up to \$1,000,000 in road bond funds to be used as the County’s share for improvements to various city streets in the City provided the City matched the County’s additional contribution dollar for dollar, up to \$1,000,000.

The County and City entered into an interlocal agreement on May 20, 2019 for the paving of Avenue A within the La Marque city limits. The City and County agreed that the cost of \$37,761.73 for the paving of Avenue A would be deducted from the allocated bond funds.

II. Project

The project consists of constructing an asphalt overlay with isolated base repairs for the following streets:

- Bayou Road from FM 1765 to FM 519
- 1st Street from Bayou Road to Hwy 3
- Goliad Ave. from Magnolia to Pecos
- Getty Rd from Maxwell to Park Pavilion
- Palm from Ross to FM 519
- Vauthier from FM 1765 to Cedar
- Lawndale from Garrett to Fleming
- Kansas from Lake Road to Albert
- Demolay from 1st Street to 2nd Street
- Edgar Street from FM 1765 to End
- Oaklawn from Lake Road to Bayou Road
- Ryan Street from Scott Street to End

III. City Approval

As required by the **Texas Transportation code §251.02** the City gives its approval to the County to finance the Project up to the limits established herein.

IV. Payment

The County will partially finance a share of the Project up to a maximum expenditure of \$1,730,000 plus up to an additional \$1,000,000 if matched dollar for dollar by City. The City will be responsible to provide funding for or obtain funding from other outside sources for all additional Project costs, if any. Nothing herein however, shall preclude the County from providing additional funds for this Project, but the County shall be under no obligation to do so.

If the actual Project costs are less than the \$1,730,000 County allocation, then the County and City may mutually agree to utilize the difference on another road project within the City.

V. Duties

a. The County will:

- Design, construct, and manage the project per the City's requirements
- Furnish the City with a set of plans and specifications
- Transfer any and all warranties to the City
- Resolve any disputes with contractor(s).

b. The City will:

- Deal with local citizen issues and questions during design and construction
- Provide any necessary Right of Way
- After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.

VI. Completion of Project

Upon completion and acceptance of this Project the County's responsibility under this Agreement ends.

VI. General Provisions:

- Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this Agreement be construed to impose, create or increase any liability to any third party whatsoever; and b) in no manner shall this Agreement be construed to operate for the benefit of any third party.
- This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties

representing the within subject matter.

- Each party represents that it has full authorization to enter into this Agreement as required by law.
- The parties agree to pay any payments made pursuant to this Agreement from current revenues.
- This Agreement may be executed in multiple originals.
- In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.
- Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
- It is expressly understood and agreed that under this Agreement neither party waives, not shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this _____ day of _____, 2019.

County of Galveston

By: _____

**Mark Henry
County Judge**

Attest:

**Dwight Sullivan
County Clerk**

Executed this _____ day of _____, 2019.

City of La Marque, Texas

By: _____

**Bobby Hocking
Mayor**

Attest:

**Robin Eldridge, TRMC
City Clerk**



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Chaise Cary

Agenda item: 7i

Reviewed by: Charlene Warren

Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to approve of Change Order No. 1 in the amount of \$16,880.00 to increase the original contract price from \$792,780.00 to \$809,660.00 for a cumulative change of 2.129% to the JTM Construction waterline rehabilitation project.

☒

ATTCHMENTS FOR REFERENCE

1. Construction Contract Change Order No. 1
2. February 11, 2019 Regular City Council Meeting Minutes

STAFF BRIEFING:

- In December 2016, City Council adopted Resolution No. **R-2016-0019**, approving the submittal of the application for funding through the Community Development Block Grant (CDBG) program sponsored by the Texas Department of Agriculture.
- In December 2018, JTM Construction was the low bidder out of 9 total companies that submitted bid tabulations for the waterline project.
- In February 2019, JTM Construction was awarded the contract by LJA Engineering; the contract was approved by City Council at the February 11, 2019 Council meeting.
- The project consists of water system upgrades in neighborhoods including Wisteria, Honeysuckle, Azalea, Colorado and Pecos streets.
- In all, the project will replace over 9,300 LF of undersized, deteriorating water pipes with new eight-inch diameter water mains, fire hydrants, and valves. New water service connections to approximately 200 homes will be installed.
- Existing water mains in the project areas have been in a constant state of repair and are currently held together by a series of stainless-steel clamps over the pipe breaks which are never intended to be a permanent fix.
- CDBG contracts are atypical from regular construction projects. Any increase of a line item, even if the overall contract amount is not affected, requires a change order as demanded by TDA for record-keeping purposes. This contract will NOT go above the original contact amount once the project is completed since other line items are not being utilized.
- Bid Item No. 4: 8-inch Gate Valves - an increase of four (4)
- Bid Item No. 50: 6-inch Insertion Valves - an increase of three (3)

HISTORY:

December 12, 2016 - **R-2016-0019** adopted, CDGB application submitted
December 13, 2018 - 9 total bids submitted to LJA Engineering; JTM low bid
February 12, 2019 - JTM Construction awarded contract by City Council
April 1, 2019 - Project commenced



CITY COUNCIL AGENDA FORM

August 28, 2019 – Anticipated completion date

TARGET IMPLEMENTATION: August 28, 2019

SIGNIFICANT ACTION DATES:

12/31/2019 – Deadline for project completion

ACTION:

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

Cost Details:

Budgeted	\$500,000
Actual Bid	\$792,780
Estimated Expenditure	\$809,660
Acct. Name(s)	CDBG Grant project / infrastructure improvement
Line Items #	39-7100-22-00-TDAWTR & 47-7004-22-00-LEAKS
Other Funding	\$350,000 CDBG Award

STAFF'S RECOMMENDATION: Motion to approve the Change Order No. 1 in the amount of \$16,880.00 to increase the original contract price from \$792,780.00 to \$809,660.00 for a cumulative change of 2.129% to the JTM Construction waterline rehabilitation project

FISCAL IMPACT: \$16,880.00



Construction Contract Change Order

A505

Grant Recipient: City of La Marque

Select: ☒ City ☐ County

Contract No.: 7217250

Change Order No.: 1

Region: HGAC

Contractor:

JTM Construction
2709 Cottonwood School Rd.
Rosenberg, TX 77471

Engineer:

LJA Engineering, Inc.
11821 East Freeway, Suite 360
Houston, TX 77029

Select Change Order Type(s): ☒ Change to Existing Line Items ☐ New Items Requested ☐ Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
4	8-Inch Gate Valve (AWWA) with	23	27	EA	\$1,220.00	4	\$4,880.00	-
50	6-Inch Insertion Valve (AWWA)	1	4	EA	\$4,000.00	3	\$12,000.00	-
Contract Change Sub-Total:							\$16,880.00	

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	☐	☐	☒
2. Effect on operation and maintenance costs:	☐	☐	☒
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	☐	☒	☐
4. 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?	☐	☒	☐
5. Is the TCEQ clearance still valid?	☒	☐	☐
6. Are other TxCDBG contractual special condition clearances still valid?	☒	☐	☐
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	☒

Grant Recipient: City of La Marque

Contract No.: 7217250

Change Order No.: 1

This form required as of September 1, 2016.

All previous versions no longer valid.

Change Order Summary

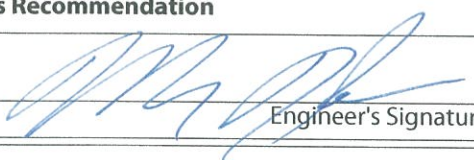
Original Contract Price:	\$792,780.00	Original Contract End Date:	
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	
This Net Change Order:	\$16,880.00	Increase/Decrease of this Change Order (days):	
New Contract Price:	\$809,660.00	Change Order Contract End Date	
Cumulative % Change:	2.129%		

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

Authorized Signature	Date
Bobby Hocking, Mayor	
Authorized Signatory's Name and Title	

Engineer's Recommendation

	7-30-19
Engineer's Signature	Date
Mark E. Havran, P.E.	
Engineer's Name	

Contractor's Authorization

Contractor's Signature	Date
Jeff Beltz, Managing Member	
Contractor's Name and Title	

To receive an email copy of the TDA response, provide contact information below

Name	Email	+
Mark Havran, P.E. - LJA Engineering Project Manager	mhavran@lja.com	-
Les Dodson, LJA Engineering Construction Manager	ldodson@lja.com	-
Chaise Cary - City of La Marque	c.cary@cityoflamarque.org	-
Patrick Wiltshire - Public Management	pwiltshire@publicmgt.com	-
Jeff Beltz - JTM Construction	jtmconstruction@comcast.net	-

For TDA office use only

This Net Change Order:	\$16,880.00	Increase/decrease of this Change Order (days):	
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	
Approved Contract Amount:		Approved Contract Time:	

Notes:

Contract Specialist Signature	Date
Director Signature (optional)	Date



1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
February 11, 2019**

Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, February 11, 2019, 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	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charlene Warren	Interim City Manager
Robin Eldridge	City Clerk
Ellis Ortego	City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE- Mayor Pro-Tem Bell administered the invocation and led the Pledge of Allegiance

Mayor Hocking wished all a happy Black History Month and commended Mayor Geraldine Sam on her media posting of the chronology of the history of Black History Month.

(4) PRESENTATIONS/ PROCLAMATIONS

- a. Presentation Lemonade Day- Gina Spagnola
Ms. Spagnola presented City Council with backpacks and shirts and explained the process and described an overview and participation of last year's Lemonade Day (over 1,000 children participating and having their own lemonade stand in Galveston County). She encouraged all to get involved and said the Lemonade Day kickoff date was going to be held on Monday, February 25, 2019 at 6:00 p.m. (Council Chambers) - Saturday, May 4, 2019 is Lemonade Day.

(5) CITIZENS PARTICIPATION

1. Geraldine Sam expressed her hopes of Charlene Warren becoming the next City Manager and wished for Council's support. "She is doing a fine job with the City. I



1111 Bayou
La Marque, Texas 77568
409.938.9202

think she would be an asset to have as our City Manager, and I hope you all don't delay this any further." The second thing that she would like to see is La Marque have its own parade and celebration for Juneteenth and she would like to work with Council and any others who will help to coordinate this for Juneteenth.

2. Al Reida expressed his feelings towards the direction in which the City is currently going, he is happy with the Interim City Manager and said that she is doing a great job. He also wanted to acknowledge the passing of a former Galveston County Sheriff Joe Max Taylor, for which a moment of silence was given.

(6) CONSENT AGENDA

- a. City Council Meeting Minutes of January 14, 2019.
- b. City Council Workshop Minutes of January 14, 2019.
- c. Discussion/possible action regarding the approval of a three (3) year agreement between the City of La Marque and the La Marque Fire Association beginning October 1, 2018 and ending on September 30, 2021.
- d. Discussion/possible action regarding renewing the contract with Linebarger to assist with Municipal Court revenue collection.
- e. Discussion/possible action regarding the transfer of Lots 10 & 11, Preston Subdivision from the City of La Marque to the La Marque Economic Development Corporation.
- f. Discussion/possible action regarding approval of request for the City of La Marque to waive its liens on properties identified for housing redevelopment stimulated by the La Marque Economic Development Corporation.

Mayor Pro-Tem Bell had a question on Item "e."

Mayor Pro-Tem Bell clarified with Alex Getty the Executive Director of the La Marque Economic Development Corporation the number of homes that were planned to be built by Habitat for Humanity and he asked whether there was a certain design in mind for those homes and whether it would be consistent with the overall neighborhood. Mr. Getty replied that they would and that they were to be built to the "coastal craftsman theme". They will be built on pier and beams with a garage, no smaller than 1200 square feet, and that the City has the ability to review the final design and that they will fit into the neighborhood. Eight of the lots are on Kansas and two are on Preston. Ten total homes will start the revitalization to this area. Thanks was given to Councilmember Michetich for his role in getting this project restarted, and also the Economic Development Corporation- Revitalization Corporation.



1111 Bayou
La Marque, Texas 77568
409.938.9202

- ** Councilmember Lane made a motion to approve the Consent Agenda.
** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

(7) PUBLIC HEARINGS

- a. Conduct Public Hearing to hear public input regarding adopting Resolution No. **R-2019-003**, authorizing and creating Trails at Woodhaven Lakes Public Improvement District No. 4 within the corporate limits of the City of La Marque. **(PUBLIC HEARING HAS REMAINED OPENED SINCE JANUARY 14, 2019 COUNCIL MEETING)**

- ** Mayor Hocking closed the regular meeting at 6:13 p.m. and opened the Public Hearings.

No one spoke.

- b. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-001** amending the fiscal year 2017-18 Budget for General Fund, PIDs, Sanitation Fund, Capital Improvement Fund, Disaster Fund, Debt Service Fund and special (restricted) revenue and related expenditure funds by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit "A".

No one spoke.

- c. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-002**, creating Tax Increment Reinvestment Zone Number Two for Omega Bay Subdivision, a contiguous geographic area in the City of La Marque, under the provisions of Chapter 311 of the Texas Tax Code.

No one spoke.

- d. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-003**, adopting and imposing impact fees.

No one spoke.

- e. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-004**, approving a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, Lots 2 & 3, on behalf of Two Windy Hill Investments.

No one spoke.



1111 Bayou
La Marque, Texas 77568
409.938.9202

Mayor Hocking closed the Public Hearing (s) and reconvened the Regular meeting at 6:16 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding a proposed Development Agreement between the City of La Marque, Texas and Woodhaven Lakes, Ltd. for Trails at Woodhaven Lakes subdivision, and provide direction to City Manager.

** It was the consensus of Council to continue to leave this item open and the next item (b) open and table both until the March Council meeting.

- b. Discussion/possible action regarding adopting Resolution No. R-2019-003, authorizing and creating the Trails at Woodhaven Lakes Public Improvement District No. 4 within the corporate limits of the City of La Marque.

** See item above. (Tabled until the March Council meeting)

- c. Discussion/possible action regarding adopting Ordinance No. O-2019-001, amending the fiscal year 2017-18 Budget for General Fund, PIDs, Sanitation Fund, Capital Improvement Fund, Disaster Fund, Debt Service Fund, and special (restricted) revenue and related expenditure funds 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**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2019-001.

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

- d. Discussion/possible action regarding adopting Ordinance No. O-2019-002, creating Tax Increment Reinvestment Zone Number Two for Omega Bay Subdivision, a contiguous geographic area in the City of La Marque, under the provisions of Chapter 311 of the Texas Tax Code. **THIS IS THE SECOND AND FINAL READING**

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2019-002.

** Councilmember Michetich seconded.

Councilwoman Mc Auliffe stated, "While I feel very strongly, that I would like to see the roads in Omega Bay become public rights of way, since our last meeting, I have done much research on other cities and their operations of Tax Increment Reinvestment Zones. I don't think the TIRZ is the right mechanism for the end goal." Then added, "I am in such respect to the hard work that the citizens of Omega Bay and my fellow Councilman Michetich has done to fix something that has been a long lingering bad deal."



1111 Bayou
La Marque, Texas 77568
409.938.9202

MOTION CARRIED with a vote of 4 to 1, with Councilwoman Mc Auliffe opposing.

- e. Discussion/possible action regarding adopting Ordinance No. **O-2019-003**, adopting and imposing impact fees. **THIS IS THE SECOND AND FINAL READING**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2019-003.
** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

- f. Discussion/possible action regarding adopting Ordinance No. **O-2019-004**, approving a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, Lots 2 & 3, on behalf of Two Windy Hill Investments. **THIS IS THE SECOND AND FINAL READING**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2019-004.
** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

(9) NEW BUSINESS

- a. Discussion/possible action regarding restoration of department name to Public Works from Public Services.

** Councilwoman Mc Auliffe made a motion to restore the department name to Public Works from Public Services.

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

- b. Discussion/possible action regarding final selections from the City of La Marque I-45 Corridor Branding and Beautification by Clark Condon Landscape Architects and a TxDOT I-45 expansion update

Public Relations Specialist Colleen Merritt provided a summary of the continuation of a conversation about the I-45 expansion. “We are looking at a plan to brand and enhance the roads that are coming through La Marque, and the decisions we make will have a 50-year impact.” Then she asked the following three questions:

1) Do we want stars or Texas icons on the bridges? - To which the consensus of Council was that they like the Texas icons.

2) The change order for the 1764 - decision of custom or standard pavers, to which the consensus of Council, to use the standard pavers, provided by TxDOT.

3) It was the consensus of Council for the approval of 1764 to Main Street budget.



1111 Bayou
La Marque, Texas 77568
409.938.9202

- ** Councilmember Michetich made a motion to approve the selections discussed from the City of La Marque I-45 Corridor Branding and Beautification by Clark Condon Landscape Architects.
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

(10) AGREEMENTS/CONTRACTS

- a. Discussion/possible action to ratify the agreement dated January 3, 2019 between the La Marque Economic Development Corporation and Resource Planning Associates, LLC (RPA).
- ** Mayor Pro-Tem Bell made a motion to ratify the agreement dated January 3, 2019 between the La Marque Economic Development Corporation and Resource Planning Associates, LLC (RPA).
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**
- b. Discussion/possible action regarding approving Resolution No. **R-2019-004**, authorizing the City Manager to execute an agreement with Public Agency Retirement Services (PARS) to provide an alternative retirement plan for part-time employees.
- ** Councilmember Lane made a motion to adopt Resolution No. R-2019-004.
- ** Councilmember Michetich seconded.

Mayor Pro-Tem Bell replied, "It is being sold as another option for our part-time employees, but what it looks like is a way for us as a city to shirk the responsibility of contribution to the retirement fund of our part-time employees. The savings is only about \$325.00 a year. It doesn't look like it is a better plan for the employees."

(PARS) representative Dion Papafote approached and explained, "Basically this is a program for part-time, seasonal temporary employees in lieu of social security, it was approved by Congress as an alternative to social security as part of OBRIM - 90, so it has been in place for a while. It is meant to be a benefit for the employees, and for the City, because obviously the City does save some money. In order to take any funds out, there must be a qualifying event. If the employee stays on and is hired full-time with the City, they may buy service time. It can also be transferred into a 403B, a 457 and a few other retirement options. If they go into the education field it can be transferred to a 401a, so there is a lot of flexibility. If taken out for any other reasons, there is a penalty that would apply." Discussion continued, and it was said that it is meant to be a retirement fund for part-time employees who cannot participate in TMRS, since you must be a full-time employee for that.



1111 Bayou
La Marque, Texas 77568
409.938.9202

The investments could be better benefits than social security. It was also discussed that while dealing with part-time employees who cannot work over a certain number of hours to remain part-time, would the lump sum be worth it? This would be based on number of years worked, and on an individual basis. The question was asked as to who approached who and why it was being initiated at this time. It was said that staff was looking into ways to provide some type of retirement for part-time employees. A twenty-dollar distribution fee that is charged and paid to PARS, as well as ongoing fees were discussed. A thirty-six hundred-dollar fee based on assets, annually. The question was asked as to what the ongoing fees are based on what assets the City has (the amount that it is in the retirement account). Per employee the city would save \$1,300.00 per year per employee (part-time). Mayor Pro-Tem Bell did not see the point in trying to save money when employees work hard for their money and for their retirement.

Ms. Papafote explained that this would be an additional retirement plan to their social security, while working part-time. Other entities that participate in their program were briefly discussed. The City decides the contribution ratio.

Councilwoman Mc Auliffe asked for more clarification on benefits to employees vs. benefits to the city.

Councilwoman Mc Auliffe made a motion to table this item. Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

(11) AWARD OF BID

- a. Discussion/possible action regarding the award of bid for construction of CDBG Waterline 2018-2019, LJA Engineering Project No. E019-1001, to JTM Construction, LLC in the amount of \$792,780.00.

** Councilwoman Mc Auliffe made a motion to award bid for construction of CDBG Waterline 2018-2019, LJA Engineering Project No. E019-1001, to JTM Construction, LLC in the amount of \$792,780.00.

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

(12) EXECUTIVE SESSION

1. Section 551.074 (Personnel Matters) - Discussion of the City Manager position for the City of La Marque

Mayor closed the Regular meeting and convened into Executive Session at 6:49 p.m.

Mayor Hocking reconvened the Regular meeting at 10:26 p.m.



1111 Bayou
La Marque, Texas 77568
409.938.9202

(13) ACTION TAKEN FROM EXECUTIVE SESSION

1. Discussion/possible action regarding the City Manager position for the City of La Marque

** Councilwoman Mc Auliffe made a motion to table this item until Friday, February 15, at 1:00 p.m.

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

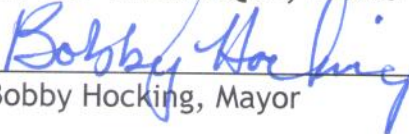
(14) REQUEST AND ANNOUNCEMENTS - There were none

(15) ADJOURNMENT

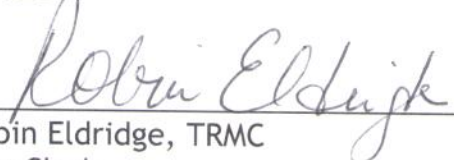
** Mayor Pro-Tem Bell made a motion to adjourn the Regular meeting at 10:27 p.m.

** Councilwoman Mc Auliffe seconded the motion. **MEETING ADJOURNED.**

CITY OF LA MARQUE, TEXAS


Bobby Hocking, Mayor

ATTEST:


Robin Eldridge, TRMC
City Clerk

**CITIZENS REQUEST TO
SPEAK BEFORE COUNCIL**

In ordered to be heard, this form must be completed and returned to the City Clerk five (5) minutes prior to the start of the meeting.

Date of Meeting:	2-11-19
------------------	---------

Citizens who wish to address the City Council about items on the agenda which are scheduled for Council action will have **three (3) minutes** to express their positions. Please indicate below the agenda item number on which you wish to comment.

Council Agenda Item Number:	
-----------------------------	--

Citizens wishing to address Council regarding a topic **not** on the agenda are afforded the same amount of time during "Citizens Request for Hearing" section. Please indicate below the subject matter.

Subject on which person wishes to speak:
Mrs. Warren City Manager
L.M. Jane tenth celebration

Please step to the podium as soon as you are recognized by the Mayor, stating your name and address before beginning your presentation. If you have written notes you wish to present to the Mayor and Council, please furnish an extra copy for the official files. Citizens who have questions concerning procedure or the registration form may request assistance from the City Clerk. Thank you for your cooperation.

Name:	Geraldine Sam
Address:	
Phone Number:	

If speaking on behalf of an organization:

Name of Organization:	
Speaker's Official Capacity:	

**CITIZENS REQUEST TO
SPEAK BEFORE COUNCIL**

In ordered to be heard, this form must be completed and returned to the City Clerk five (5) minutes prior to the start of the meeting.

Date of Meeting:	2.11.2019
------------------	-----------

Citizens who wish to address the City Council about items on the agenda which are scheduled for Council action will have **three (3) minutes** to express their positions. Please indicate below the agenda item number on which you wish to comment.

Council Agenda Item Number:	
-----------------------------	--

Citizens wishing to address Council regarding a topic **not** on the agenda are afforded the same amount of time during "Citizens Request for Hearing" section. Please indicate below the subject matter.

Subject on which person wishes to speak:

Please step to the podium as soon as you are recognized by the Mayor, stating your name and address before beginning your presentation. If you have written notes you wish to present to the Mayor and Council, please furnish an extra copy for the official files. Citizens who have questions concerning procedure or the registration form may request assistance from the City Clerk. Thank you for your cooperation.

Name:	41 Reider
Address:	3217 Main St
Phone Number:	408 789 3185

If speaking on behalf of an organization:

Name of Organization:	
Speaker's Official Capacity:	



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 7j

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to authorize the Mayor to execute an Interlocal Agreement with Gulf Coast Center for Transit Services, and appointing the City Manager as representative to the Bi-County Transit Evaluation Committee.

☒

ATTACHMENTS FOR REFERENCE

- 1. Proposed Interlocal Agreement**
- 2. Gulf Coast Center Letter**

STAFF BRIEFING:

- Gulf Coast Center (GCC) operates a fixed route transportation service, Connect Transit, in Galveston County cities of La Marque, Dickinson and Texas City.
- They offer fixed route, complementary ADA Paratransit, and demand response services.
- It has been some time since the interlocal agreement was last updated.
- Proposed interlocal agreement is for a period of three years and includes the formation of a Bi-County Transit Evaluation Committee.
- Exhibit A illustrates La Marque, Dickinson, and Texas City fixed routes.
- Exhibit B outlines GCC's request for each city's cost share contribution.
- Local financial contribution impacts the fund contributions from TXDOT and Federal Transit Administration to small urbanized areas, supporting planning, capital and operation of public transportation services.
- GCC calculates the local share based on a formula that equally weights the population, fixed route trips, demand response trips, and fixed route bus miles traveled for each municipality.
- Plan will be reviewed each year to reflect adjustments based on changes in service levels.
- Past years' contributions have been \$29,000 annually.
- FY 2020 requested funding is \$44,062
- Proposed FY 2020 funding is \$40,000; budget can handle the adjustment.
- Finance Director has reviewed.
- City Attorney has reviewed.

HISTORY:

- The City has a long standing partnership with Gulf Coast Center for public transportation services.

TARGET IMPLEMENTATION: September 1, 2019

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

FY 2020 Cost Details:

Budgeted	\$40,000.00
Actual Bid	\$44,062.00
Estimated Expenditure	\$44,062.00
Acct. Name(s)	Interconnect Transit
Line Item #	10-4010-00-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the Mayor to execute an Interlocal Agreement with Gulf Coast Center for Transit Services, and appoint the City Manager as representative to the Bi-County Transit Evaluation Committee

FISCAL IMPACT: Annual cost of Connect Transit will increase \$4,062.00 above budget. Budget can absorb increase.

June 24, 2019

Mayor Bobby Hocking
City of La Marque
1111 Bayou Road
La Marque, TX 77568

Dear Mayor Hocking:

The Gulf Coast Center (GCC) has drafted an Interlocal Agreement (ILA) between GCC and each Texas City/La Marque UZA city for the continuing support of Connect Transit fixed route, complementary ADA Paratransit, demand response, and commuter services. Connect Transit management continues to focus on improving services and will be replacing its fleet and improving its dispatching software. The draft ILA is a three-year agreement (FY 2020 – FY 2022). Exhibit A illustrates the Texas City, La Marque, and Dickinson fixed route system and Exhibit B outlines GCC's request for each city's annual financial contribution. Local funds are extremely important to Connect Transit; they directly increase how much funding we receive from TxDOT and they are a very critical match to our FTA funds.

I'd also like to take this opportunity to inform you about the Transit Evaluation Committee (TEC). The purpose of the TEC will be to consider information and requests related to transit priorities and make recommendations to the GCC Board of Trustees. The TEC will be composed of representatives from the cities, counties, and transit stakeholders contributing to and receiving transit services and will meet quarterly. I'd like to request that you please consider assigning a representative from the City of La Marque to serve on the TEC. Improving the dialogue between Connect Transit and the communities it serves will be an important outcome of the TEC.

A representative from The Goodman Corporation (TGC) will contact the City soon to arrange a meeting to further discuss the proposed Interlocal Agreement and local funding plan.

Thank you for your loyalty to the GCC and Connect Transit.

Sincerely,



Rick Elizondo

Cc: Charles Jackson, City Manager



STATE OF TEXAS §

COUNTY OF GALVESTON §

INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the ____ day of _____, 2019 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Gulf Coast Center (Center)**, established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), and the **City of La Marque (City)**, a political subdivision of the State of Texas incorporated pursuant to Chapter 43 of the Local Government Code.

RECITALS

WHEREAS, pursuant to the Act, the Center and City are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, the Center, through its public transportation department Connect Transit, operates a fixed route public transportation service in the Galveston County municipalities of Texas City, La Marque, and Dickinson (Texas City/La Marque UZA), (see System Map - Exhibit A);

WHEREAS, the Center also provides ADA Para-transit, Commuter and Demand Response services within the Texas City/La Marque UZA;

WHEREAS, the Texas Department of Transportation (TxDOT) is the "designated recipient" for federal formula funding distributed annually by the Federal Transit Administration (FTA) to small urbanized areas to support the planning, capital, and operation of public transportation services;

WHEREAS, the Center, through an agreement with the "designated recipient" is the "direct recipient" to receive and expend Federal Transit Administration (FTA) Section 5307 formula funds, apportioned to the Texas City/La Marque UZA, to support transit services;

WHEREAS, the Center receives State of Texas public transportation funds to operate transit services, to pay for transit capital needs in the Texas City/La Marque UZA, and to provide a local share match for FTA Section 5307 formula funds;

WHEREAS, the Center has calculated the local share based on a formula that equally weights the population, fixed route trips, demand response trips, and fixed route bus miles travelled for each municipality that receives services in the Texas city/La Marque UZA (Exhibit B). The local share will support transit services for the municipalities of Texas City, La Marque, and Dickinson. This plan will be reviewed on an annual basis to reflect adjustments based on changes in service levels;

WHEREAS, the Center may construct pedestrian-transit sidewalk improvements and other capital improvements over the three (3) year duration of this agreement. If these projects are agreed upon by the Center and the City, these capital construction projects will be executed under separate Interlocal Agreements between the Center and City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – TEXAS CITY/LA MARQUE/DICKINSON TRANSIT PLAN

The Center and City agree that the continuation and improvement to fixed route transit services and associated complimentary ADA paratransit services will be in accordance with the proposed system map in Exhibit A, and that the Center will provide such services in accordance with all state and federal requirements. The initial operating plan may from time to time be adjusted in the interest of providing the most cost-effective transit services, in accordance with the provisions of Article 2.

ARTICLE 2 – TRANSIT SERVICES COMMITTEE

The City agrees to participate in the “Transit Services Committee”, to be created after Interlocal Agreements are executed. The Transit Services Committee will be composed of one representative from each organization as referred to within this Interlocal Agreement (Exhibit B), a representative of the Center, and other stakeholders as identified by the Transit Services Committee. Meetings of the Transit Services Committee will occur, at a minimum, on a quarterly basis, and will be coordinated by the Center.

ARTICLE 3 – FINANCIAL COMMITMENT OF STAKEHOLDERS

The City agrees to contribute its local share as indicated in Exhibit B and to provide these funds to the Center on a timely basis, subject to invoices from the Center. Should routes and schedules change significantly, the local contribution may be adjusted, subject to approval by the Center and City.

The City may provide its annual local share contribution directly, or through the lease or use of other Gulf Coast Center resources which benefit La Marque City.

The Center agrees to establish an escrow account for local share funds from Texas City, La Marque, and Dickinson. Funds within the account will be used solely to support the transit services described herein.

ARTICLE 4 - TERM OF AGREEMENT

This Agreement is for a three (3) year period but may be renewed thereafter on a yearly basis, subject to confirmation by the City and Center, and the continuing commitment by other stakeholders to their respective local share responsibilities.

ARTICLE 5 – SUCCESSOR IN INTEREST

The Center and TxDOT are considering the benefits of creating a Bi-County Transit District (District), which would assume responsibility for Connect Transit services provided within Galveston and Brazoria counties. The City and Center agree that if a Bi-County Transit District is created pursuant to Chapter 458 of the Texas Transportation Code, this Agreement may be assigned to the new District with the written consent of both parties.

ARTICLE 6- CANCELLATION OF AGREEMENT

This agreement may be cancelled at any time by either party through the provision of a sixty (60) day notice of intent to terminate.

ARTICLE 7 – INDEMNIFICATION

To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, The Center shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of Center or Center's agents or employees in the execution or performance of this Contract.

It is understood by Center that this "hold harmless" clause means that if the Center is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the Center will be responsible for any costs resulting from the damage, death or injury, to the extent allowable by law.

ARTICLE 8 – LIABILITY

Section 8.01 - No Personal Liability of Center. To the extent allowed by law the Center's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 8.02 - No Personal Liability of the City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE 9 – MISCELLANEOUS

Section 9.01 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 9.02 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Center, 10000 Emmett F Lowry Expressway, Suite 1220, Texas City, Texas 77591 to the attention of the Chief Executive Officer.

City of La Marque, Texas, 1111 Bayou Road, La Marque, Texas 77568 to the attention of the Mayor.

Section 9.03 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

Section 9.04 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 9.05 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the Center or their successors and permitted assigns.

Section 9.06 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 9.07 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such

counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 9.08 - Time is of the Essence. Time is of the essence in this Agreement.

Section 9.09 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

GULF COAST CENTER

By: _____
Melissa Tucker,
Chief Executive Officer

Approved as to form:

General Counsel to the Gulf Coast Center

CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking, Mayor

Approved as to form:

City Attorney

Exhibit A: Texas City, La Marque, Dickinson Fixed Route System Map

Exhibit B: Three (3) Year Local Share Responsibility

EXHIBIT A

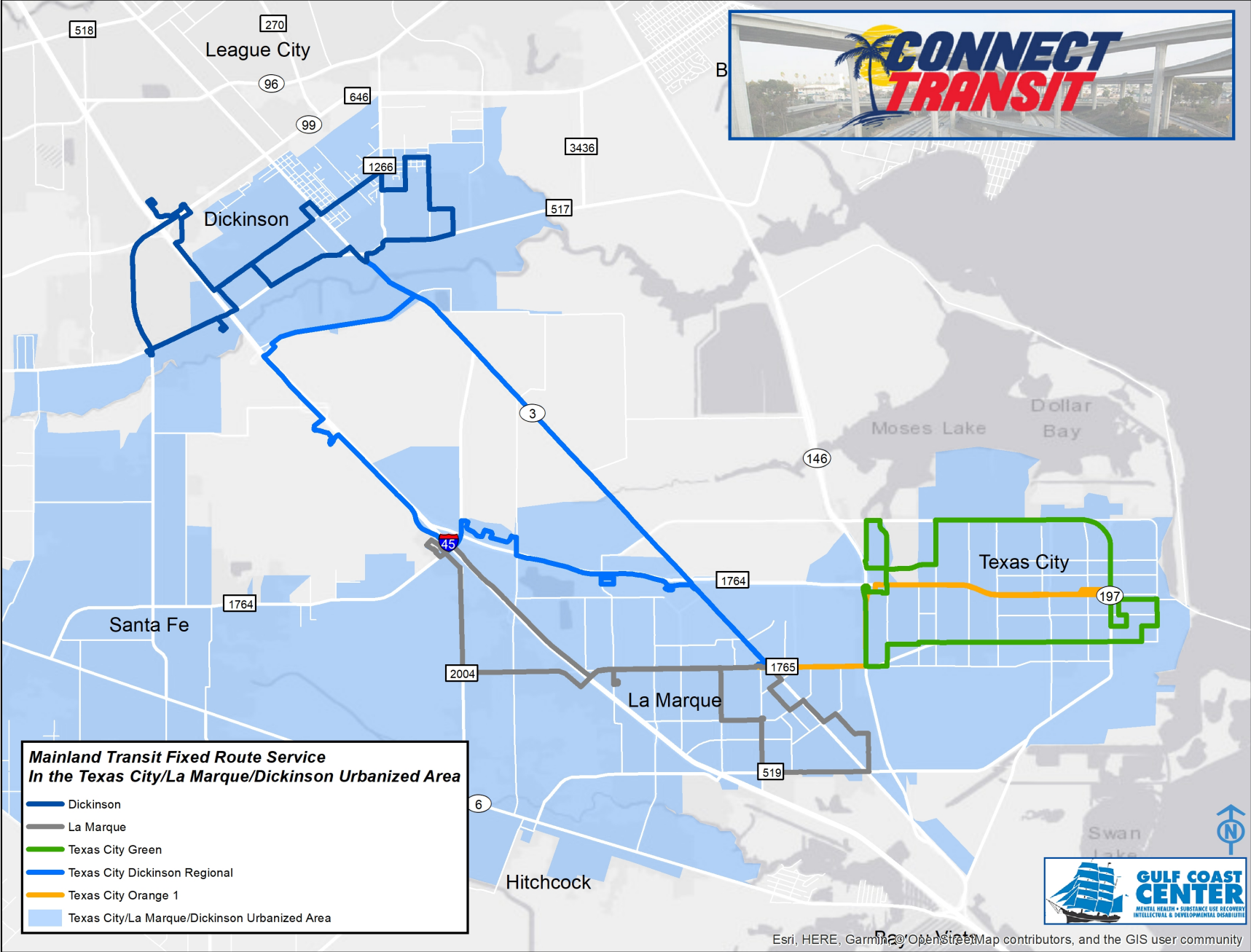


EXHIBIT B – Cities of Texas City, La Marque, Dickinson Local Share Contribution

Local share responsibility for Connect Transit services is calculated based on a formula that equally weighs each City's level of service and use of the fixed route transit system (fixed route trips and route miles), use of the higher cost demand response service, and the City's share of the population. The Table below reflects the calculation of these factors which utilize U.S. Census (population) and Connect system data, and resulting local share responsibility.

1. Percentage of Connect Transit fixed route trips*;
2. Percentage of total fixed route system miles**;
3. Percentage of demand response trips originating in each municipality***; and
4. Percentage of the Texas City/La Marque UZA population****.

Galveston County Municipality	Fixed Route Trips*	Fixed Route Miles**	Demand Response***	Population****	Average Factor	FY2017/FY 2019 Annual Contribution	New Average Factor	Proposed Contribution	Contribution Delta
Texas City	66.00%	53.72%	53.58%	57.61%	56.79%	\$100,830	57.73%	\$121,228	\$20,398
Dickinson	22.00%	17.02%	22.28%	23.86%	26.84%	\$47,645	21.29%	\$44,710	(\$2,935)
La Marque	12.00%	29.26%	24.14%	18.53%	16.37%	\$29,060	20.98%	\$44,062	\$15,002
Total						\$177,535		\$210,000	



July 29, 2019

Mayor Bobby Hocking
City of La Marque
1111 Bayou Road
La Marque, TX 77568

Re: Bi-County Transit District Transit Evaluation Committee

Dear Mayor Hocking:

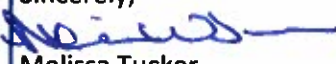
The Gulf Coast Center (GCC) Board of Trustees (BOT) has approved the formation of a Bi-County Transit Evaluation Committee (Committee) to assess the advantages and disadvantages of creating a "stand alone transit district to assume the responsibilities of public transit services for Brazoria and Galveston counties". As you know, Connect Transit, under the umbrella of the GCC, has provided public transit to the communities of both counties since 1985. As Connect Transit has expanded its services from demand response to fixed route and, most recently, express commuter connectivity, there has been growing demand for Connect Transit services. However, the provision of public transit services is not part of the GCC's core mission; which also continues to grow.

A current study being conducted by The Goodman Corporation (TGC), which is jointly funded by the Texas Department of Transportation Public Transit Division and GCC, has recommended that the GCC consider the creation of a Bi-County Transit District (District).

In this context, the Commissioners Courts of Brazoria and Galveston counties have recently passed resolutions authorizing the GCC to create the Committee to study and consider data and information regarding the feasibility, benefits, and challenges of forming a new, stand-alone Transit District, pursuant to the provisions of Chapter 458 of the Texas Transportation Code. The Committee will report its findings and recommendations to our Board of Trustees. As such, I invite you or an appointed representative to participate in this Committee. The initial meeting of the Committee will be held in September. An agenda, location/time will be transmitted to your attention in the near future. Also, a representative of The Goodman Corporation will be in contact with your office to provide further details.

The GCC greatly appreciates your participation in this important Committee.

Sincerely,


Melissa Tucker
Chief Executive Officer



10000 Emmett F Lowry,
Suite 1220
Texas City, TX 77591

409.763.2373

Toll Free- 1-800-643-0967

FAX 409.763-5538

www.GulfCoastCenter.org

cc: Charles Jackson, City Manager

Better community healthcare promoting healthy living.



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019 Agenda item: 7k
Prepared by: Chaise Cary Reviewed by: Charlene Warren/
Charles Jackson
Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to authorize the Mayor to execute Standard Utility Agreement(s) with the State of Texas, acting through the Texas Transportation Commission, ("State"), and the City of La Marque, ("Utility"), for the I-45 widening projects from South of FM 1764 to North of FM 519.

☒

ATTACHMENTS FOR REFERENCE:

1. Standard Utility Agreement – U-Number: U15875 – Water
2. Standard Utility Agreement – U-Number: U15876 – Sanitary Sewer

STAFF BRIEFING:

- The "State" has deemed it necessary to make certain highway improvements as designed by the State and approved by the Federal Highway Administration within the limits of the highway as indicated above.
- The proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: Adjustment of existing sanitary sewer utilities that are in conflict with the proposed reconstruction of IH 45 within the City of La Marque, Texas; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".
- The "State" will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.
- There are separate agreements for water and sanitary sewer; there will be no cost to the City for the City's utility adjustments. These agreements were revised to add the U-Numbers and provide for reimbursement for concurrent inspection and monitoring by the City for the adjustment of the City's utilities. Mayor's signature is required for both utility agreements.
- Construction cost estimate, Utility Adjustment, Sanitary Sewer: \$498,894.91
- Construction cost estimate, Utility Adjustment, Water: \$1,728,052.89
- Estimated Duration: 150 days

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES:

11/30/2019 - Estimated start date

04/30/2020 - Estimated completion date



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to authorize the Mayor to execute Standard Utility Agreement(s) with the State of Texas, acting through the Texas Transportation Commission, ("State"), and the City of La Marque, ("Utility"), for the I-45 widening projects from South of FM 1764 to North of FM 519

FISCAL IMPACT: None

STANDARD UTILITY AGREEMENT

U-Number: **U15875**

District: Houston
Federal Project No.:
ROW CSJ: 0500-04-137
Highway Project Letting Date: 08-2019

County: Galveston
Highway: IH 45
From: South of FM 1764
To: North of FM 519

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of La Marque, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: Adjustment of existing water line utilities that are in conflict with the proposed reconstruction of IH 45 within the City of La Marque, Texas; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the

Initial Date
TxDOT

Initial Date
Utility

facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement – ROW-U-35;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Accounting Method (Attachment "B");
4. Schedule of Work (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment "E");
7. Eligibility Ratio (Attachment "F");
8. Betterment Calculation and Estimate (Attachment "G"); and
9. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

Initial Date
TxDOT

Initial Date
Utility

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of La Marque, Texas
Name of Utility

By: _____
Authorized Signature

Bobby Hocking
Print or Type Name

Title: Mayor

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Houston District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility



SIGNATURE AUTHORITY

U-No. U15875

District: Houston
Federal Project No.:
ROW CSJ No.: 0500-04-137

County: Galveston
IH 45
Contract No.:

WHEREAS, City of La Marque, Texas hereinafter called the **Owner**, deems it necessary and proper to enter into an agreement with the State of Texas, whereby the Texas Department of Transportation will cause the relocation of various facilities operated by City of La Marque, Texas which are in conflict with the Texas Department of Transportation's proposed improvements on IH 45 from South of FM 1764 to North of FM 519.

NOW THEREFORE, be it resolved by the above named **Owner** that Bobby Hocking, Mayor or his successor, is hereby authorized and directed to sign the utility agreement or any other necessary documents required to complete the utility relocation on behalf of the above named **Owner**.

Passed, approved, and adopted this _____ day of _____, 20_____.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

ATTEST:

Owner: City of La Marque, Texas
Utility Name

By: _____
Authorized Signature

Title: Mayor

Date: _____

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

Notary Public's Signature

Attachment “A”
Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

Initial Date
TxDOT

Initial Date
Utility

**Standard Utility Agreement
Statement of Work
U Number: U15875
City of La Marque, Texas**

Federal Project No.:
Highway: IH 45
ROW CSJ: 0500-04-137
Construction CSJ: 0500-04-105
County: Galveston
Limits: From South of FM 1764 to North of FM 519

Brief Description of Utility Facility(s) to be Adjusted Under This Agreement.

Adjustment of existing City of La Marque water line facilities that are in conflict with the proposed reconstruction of IH 45 main lanes and frontage roads from South of FM 1764 to North of FM 519, and included the reconstruction of intersecting roadways along Delany Road, FM 1765 and Vauthier Street in conjunction with the reconstruction of IH 45.

Existing Facility, Proposed Adjustments and Scope of Work:

The City of La Marque is in Galveston County, Texas, and is a part of the Galveston metropolitan area. IH 45 bisects the City of La Marque with existing City facilities along both sides of IH 45, and crossing IH 45 main lanes and frontage roads, with water line facilities to serve the residents and businesses in the City of La Marque. Water line adjustments were designed to meet Texas Commission on Environmental Quality (TCEQ) requirements.

Water Lines:

FM 1765 Crossing IH 45 at Main Lane (ML) Sta. 1512+77: The existing 12" water line crossing IH 45 at FM 1765 was in conflict with the new bridge foundations and must be adjusted southward, and crossing IH 45 below the proposed 6' x 4' RCB storm sewer. The proposed 12" water line connects to an existing 12" water line along the IH 45 SBFR, connects to an existing 12" water line along the south ROW line of FM 1765, and also connects to the proposed 12" water line crossing FM 1765 west of IH 45.

Crossing FM 1765 West of IH 45 at ML Sta. 1511+89: The existing 8" and 12" water lines crossing FM 1765 were in conflict with the proposed 6' x 4' RCB storm sewer. The proposed 8" and 12" water lines were adjusted crossing FM 1765 below the 6' x 4' RCB.

Crossing IH 45 at Newman Road at ML Sta. 1533+41: The existing 8" water line crossing IH 45 was in conflict with the proposed storm sewer along the SBFR and NBFR and was adjusted below the proposed storm sewer. The proposed 8" water line was connected to the existing 8" water line along Newman Road on the east side and on the west side of IH 45, was connected to the existing 6" water line crossing Newman Road on the west side of IH 45, and was connected to the existing 6" water line at McKinney Street on the east side of IH 45.

Crossing IH 45 at Cedar Drive at ML Sta. 1559+79: The existing 12" water line crossing IH 45 was in conflict with the proposed 7' x 5' RCB storm sewer along the SBFR. The proposed 12" water line was adjusted below the proposed 7' x 5' RCB and was connected to the existing 12" water line along Cedar Drive on the east side of IH 45, and to the proposed 12" water line on the west side of IH 45.

Along the IH 45 SBFR from Duroux Road to Vauthier Street, from ML Sta. 1557+80 to ML Sta. 1569+97: The existing 12" and 10" water line was in conflict with the proposed 7' x 5' RCB storm sewer and inlets along the SBFR and was adjusted. The proposed 12" water line was connected to the existing 12" water line crossing Duroux Road and to the existing 6" water line along the south side of Duroux Road. The proposed 10" water line extended from the proposed 12" water line crossing IH 45 at Cedar Drive to connection with the existing 10" water line at Vauthier Street.

Crossing IH 45 at Magnolia Drive at ML Sta. 1594+75: The existing 6" water line crossing IH 45 was in conflict with the proposed storm sewer along the SBFR and NBFR and was adjusted below the proposed storm sewer. The proposed 6" water line was connected to the existing 10" water line along the west side of IH 45, and was connected to the existing 6" water line along Magnolia Drive on the east side of IH 45.

Along the IH 45 SBFR from Texas Ave. to FM 1765, from ML Sta. 1500+78 to ML Sta. 1510+49: The existing 12" water line was in conflict with the proposed 3 – 9' x 6' RCB cross culvert and storm sewer along the SBFR and was adjusted below the proposed cross culvert and storm sewer. The proposed 12" water line was connected to the existing 12" water line on the north side of Texas Avenue and to the existing 12" water line on the north side of FM 1765.

Along the IH 45 NBFR from South of Duroux Road to Cedar Drive, from ML Sta. 1556+69 to ML Sta. 1559+41: The existing 6" water line was in conflict with the proposed sanitary sewer manholes and 18" sanitary sewer crossing IH 45 and was adjusted below the proposed sanitary sewer in 16" steel encasement to be in compliance with TCEQ requirements. The proposed 6" water line was connected to the existing 6" water line north of the sanitary sewer crossing and to the existing 6" water line on the north side of Cedar Drive.

Along the IH 45 SBFR from ML Sta. 1581+43 to ML Sta. 1585+63: The existing 10" water line was in conflict with the proposed storm sewer inlets along the SBFR and was adjusted below the proposed storm sewer inlets. The proposed 10" water line was connected to the existing 10" water line to the north and to the south of the adjustment.

Along the IH 45 SBFR at Westward Ave., from ML Sta. 1590+37 to ML Sta. 1592+77: The existing 10" water line was in conflict with the proposed cross culvert and storm sewer inlets along the SBFR and was adjusted below the proposed cross culvert and storm sewer inlets. The proposed 10" water line was connected to the existing 10" water line to the north, and to the south of the adjustment at Westward Ave.

Right of Way:

The proposed work will not require the acquisition of replacement right of way.

6/26/2019

**CONSTRUCTION COST ESTIMATE
UTILITY ADJUSTMENT - WATER
(RCSJ 0500-04-137)
U - Number: U15875**

ADJUSTMENT OF WATER LINES IN CONFLICT WITH PROPOSED RECONSTRUCTION/WIDENING OF
IH 45 MAIN LANES FROM SOUTH OF FM 1764 TO NORTH OF FM 519

ITEM	DESCRIPTION		UNITS	EST. QTY	UNIT COST	AMOUNT
		Buy America				
1 0400 6006	CUT & RESTORING PAV		SY	5	\$91.80	\$459.00
2 0401 6001	FLOWABLE BACKFILL		CY	65	\$215.00	\$13,975.00
3 0402 6001	TRENCH EXCAVATION PROTECTION		LF	1,187	\$1.47	\$1,744.89
4 7049 6017	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)		LF	1,903	\$125.00	\$237,875.00
5 7049 6052	FIRE HYDRANT BRANCH (LEAD) (6IN)		LF	32	\$59.00	\$1,888.00
6 7049 6061	JCK TUN BOR OR AUG WTR MAIN (DI) (12IN)	*	LF	216	\$250.00	\$54,000.00
7 7049 6068	JCK TUN BOR OR AUG CSG (STL) (16IN)	*	LF	513	\$280.00	\$143,640.00
8 7049 6069	JCK TUN BOR OR AUG CSG (STL) (18IN)	*	LF	508	\$300.00	\$152,400.00
9 7049 6071	JCK TUN BOR OR AUG CSG (STL) (24IN)	*	LF	923	\$450.00	\$415,350.00
10 7049 6074	SERVICE LINE (SHORT SIDE) (5/8" TO 1")		EA	3	\$1,000.00	\$3,000.00
11 7049 6075	SERVICE LINE (LONG SIDE) (5/8" TO 1")		EA	3	\$1,800.00	\$5,400.00
12 7049 6076	SERVICE LINE (SHORT SIDE) (1-1/2" TO 2")		EA	3	\$1,640.00	\$4,920.00
13 7049 6088	TAPPING SLEEVE AND VALVE (12IN X 8IN)	*	EA	1	\$6,500.00	\$6,500.00
14 7049 6090	TAPPING SLEEVE AND VALVE (12IN X 12IN)	*	EA	1	\$6,800.00	\$6,800.00
15 7049 6104	FIRE HYDRANT ASSEMBLY	*	EA	6	\$5,360.00	\$32,160.00
16 7049 6114	REMOVING FIRE HYDRANT		EA	6	\$413.00	\$2,478.00
17 7049 6115	REMOVING WATER VALVE AND BOX		EA	13	\$255.00	\$3,315.00
18 7049 6126	CUT AND PLUG WATER MAIN (6IN)		EA	7	\$1,990.00	\$13,930.00
19 7049 6127	CUT AND PLUG WATER MAIN (8IN)		EA	4	\$2,220.00	\$8,880.00
20 7049 6128	CUT AND PLUG WATER MAIN (10IN)		EA	5	\$1,500.00	\$7,500.00
21 7049 6129	CUT AND PLUG WATER MAIN (12IN)		EA	8	\$1,562.00	\$12,496.00
22 7049 6139	WET CONNECTION (6IN)		EA	6	\$1,400.00	\$8,400.00
23 7049 6140	WET CONNECTION (8IN)		EA	3	\$1,700.00	\$5,100.00
24 7049 6141	WET CONNECTION (10IN)		EA	5	\$2,400.00	\$12,000.00
25 7049 6142	WET CONNECTION (12IN)		EA	7	\$2,481.00	\$17,367.00
26 7049 6179	ASBESTOS ABATEMENT SUPT & COORDINATION		LS	1	\$5,000.00	\$5,000.00
27 7049 XXXX	TAPPING SLEEVE AND VALVE (10IN X 6IN)	*	LF	1	\$5,000.00	\$5,000.00
28 7049 XXXX	WATER MAIN PIPE (PVC)(6IN)(DR18)(C900)		LF	843	\$110.00	\$92,730.00
29 7049 XXXX	WATER MAIN PIPE (PVC)(8IN)(DR18)(C900)		LF	603	\$115.00	\$69,345.00
30 7049 XXXX	WATER MAIN PIPE (PVC)(10IN)(DR18)(C900)		LF	129	\$120.00	\$15,480.00
31 7049 XXXX	JCK TUN BOR OR AUG WTR MAIN (DI)(10IN)	*	LF	1,604	\$230.00	\$368,920.00
WATER LINE ADJUSTMENT TOTAL						\$1,728,052.89

NOTE: All steel and iron material items designated by an asterisk (*) must comply with "Buy America" requirements

Initial _____
TxDOT

Date _____

Initial _____
Utility

Date _____

City of La Marque
 TxDOT Expansion (IH 45 CSJ 0500-04-105) - (RCSJ 0500-04-137)
 Water Line Adjustment Construction
 Tuesday, July 16, 2019

Project Duration: 150 Days (22 weeks)

Item	Description	Units	Est Quantity	Unit Cost	Amount
A. Research, Plan Review, Coordination and Plan Review					
1	City Engineer	Hrs.	25	\$235.00	\$5,875.00
2	Senior Engineer	Hrs.	6	\$175.00	\$1,050.00
3	Civil Designer II	Hrs.	2	\$125.00	\$250.00
Subtotal Estimated Fee:					\$7,175.00
B. COLM Utility Inspections					
1	Pre-construction Meeting				
	City Engineer	Hrs.	2	\$235.00	\$470.00
	Construction Inspector	Hrs.	2	\$95.00	\$190.00
2	Coordination with City Staff and public relations				
	City Engineer	Hrs.	20	\$235.00	\$4,700.00
	Construction Inspector	Hrs.	12	\$95.00	\$1,140.00
3	COLM Inspections (150 work days or 22 weeks)				
	City Engineer (Weekly - 2 hours)	Hrs.	44	\$235.00	\$10,340.00
	- Mileage (40 miles per trip X 22 trip)	Mi.	880	\$0.58	\$510.40
	Construction Inspector (1.5 hours/day)	Hrs.	225	\$95.00	\$21,375.00
	- Mileage (40 miles per trip X 75 trip)	Mi.	3000	\$0.58	\$1,740.00
	- Interim Public Work Director	Hrs.	10	\$48.00	\$480.00
	- Public Work - Foreman - UT22	Hrs.	20	\$25.00	\$500.00
4	Waterline Testing				
	Construction Inspector	Hrs.	20	\$95.00	\$1,900.00
5	Review lab test				
	City Engineer	Hrs.	15	\$235.00	\$3,525.00
6	Submittal Review				
	City Engineer	Hrs.	15	\$95.00	\$1,425.00
7	Substantial Completion Walkthrough				
	City Engineer	Hrs.	8	\$235.00	\$1,880.00
	Construction Inspector	Hrs.	8	\$95.00	\$760.00
8	Final Walkthrough				
	City Engineer	Hrs.	6	\$235.00	\$1,410.00
	Construction Inspector	Hrs.	6	\$95.00	\$570.00
9	Closeout				
	City Engineer	Hrs.	6	\$235.00	\$1,410.00
Subtotal Estimated Fee:					\$54,325.40
Total Estimated:					\$61,500.40

Initial _____ Date _____
 TxDOT
 Initial _____ Date _____
 Utility

SUMMARY OF WATER LINE ADJUSTMENT QUANTITIES - RCS.I 0500-04-137

SUMMARY OF WATER LINE ADJUSTMENT QUANTITIES - RCSJ 0590-04-137										
ITEM NO.	7049 DESG. CODE	7049 6070	7049 6088	7049 6090	7049 6104	7049 6114	7049 6126	7049 6177	7049 6178	7049 6179
	SERVICE LINE (SHORT SIDE) (1-1/2" TO 2")	TAPPING SLEEVE AND VALVE (12N X 8N)	TAPPING SLEEVE AND VALVE (12N X 12N)	FIRE HYDRANT ASSEMBLY	REMOVING FIRE HYDRANT	REMOVING WATER VALVE AND BOX	CUT AND PLUG WATER MAIN (8N)	CUT AND PLUG WATER MAIN (8N)	CUT AND PLUG WATER MAIN (10N)	CUT AND PLUG WATER MAIN (12N)
	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
WATER LINE										
SHEET 1 OF 15										
SHEET 2 OF 15		1				1		2		2
SHEET 3 OF 15								2		2
SHEET 4 OF 15										
SHEET 5 OF 15										
SHEET 6 OF 15	1		1	1	6	1				1
SHEET 7 OF 15	1		1	1	1	1				1
SHEET 8 OF 15	1		1	1	1	1			1	
SHEET 9 OF 15							2			
SHEET 10 OF 15			1							
SHEET 11 OF 15			1	1	1	1				1
SHEET 12 OF 15			1	1	1	1				1
SHEET 13 OF 15						2				
SHEET 14 OF 15				1	1	2			2	
SHEET 15 OF 15									2	
PROJECT TOTALS	3	1	3	6	6	19	2	1	2	2

7/8/2019 6:00:48 PM \\Fsrmor\ea\Sheet F\1ea\105UTILQTY01.dgn

WATER LINE AND SANITARY SEWER GENERAL NOTES

1. THE CONTRACTOR WILL NOTIFY CITY OF LA MARQUE, P.E., CITY ENGINEER (PHONE: 832-885-1093, EMAIL: dlr@marque-co-ill.com) AND LA CHAISE CARY, IN CHARGE OF THE PROJECT DIRECTOR (PHONE: 281-733-1716, EMAIL: cary@pwt.marque-co.com) IN WRITING BEFORE ANY WORK BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CLOSING OF EXISTING WATER MAINS WILL BE BY CITY OF LA MARQUE PERSONNEL. FOR ALL CITY INSPECTIONS, SEND REQUESTS TO: Inspection@marque-co-ill.com.
2. THE CONTRACTOR WILL VERIFY THE LOCATION AND ELEVATION OF ALL WATER MAINS AND SANITARY SEWER PRIOR TO EXCAVATION. ANY ADJUSTMENT AND / OR RELOCATION OF WATER MAINS AND SANITARY SEWER WILL BE COORDINATED AND APPROVED BY CITY OF LA MARQUE.
3. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING WATER MAINS AND SANITARY SEWER LINES DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO WATER AND FLOOD DAMAGE TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CLOSING OF EXISTING WATER MAINS WILL BE BY CITY OF LA MARQUE PERSONNEL. FOR ALL CITY INSPECTIONS, SEND REQUESTS TO: Inspection@marque-co-ill.com.
4. CUTTING, PLUGGING, GROUTING, REMOVING, HANDLING, CLEANUP, AND DISPOSAL OF ASBESTOS CEMENT (AC) PIPE WILL BE PERFORMED BY THE DEPARTMENT'S THIRD PARTY CONTRACTOR. (SEE SPECIAL PROVISION 002 TO SPECIAL SPECIFICATION 7049)
5. CONTRACT PROPOSED WATER LINES AND SANITARY SEWER BY OPEN CUT EXISTING DRIVEWAYS AND CITY STREETS. ALL SECTIONS MUST BE RESTORED TO ORIGINAL CONDITION AND ALL TIMES.
6. THE CONTRACTOR SHALL REMOVE ABANDONED UTILITIES THAT ARE IN CONFLICT WITH PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CLOSING OF EXISTING WATER MAINS WILL BE BY CITY OF LA MARQUE PERSONNEL. FOR ALL CITY INSPECTIONS, SEND REQUESTS TO: Inspection@marque-co-ill.com.
7. ABANDONED EXISTING WATER LINES AND SANITARY SEWERS WILL BE FILLED WITH FLOWABLE GROUT.
8. ADJUSTING SANITARY SEWER MANHOLE INCLUDES THE RECONSTRUCTION OF PORTIONS OR ALL OF THE EXISTING MANHOLE AND RESHEDGING THE BOTTOM OF MANHOLE WITH CONCRETE GROUT TO PROVIDE A SMOOTH CHANNEL FOR SEWAGE FLOW.
9. PVC SANITARY SEWER PIPE AND FITTINGS WILL BE C900 OR C905, COLOR GREEN, WITH RESTRAINED JOINTS.
10. PVC WATER MAIN PIPE AND FITTINGS WILL BE DRI8, C900 OR C 905, COLOR BLUE, WITH RESTRAINED JOINTS.
11. ROUTILE TIEH PIPE AND FITTINGS FOR WATER LINE WILL BE CLASS 350 AND POLYETHYLENE LINED ON THE INSIDE, WITH MECHANICAL JOINTS.
12. ALL WATER LINE VALVES WILL OPEN IN A COUNTER CLOCKWISE DIRECTION AND WILL HAVE RESTRAINED JOINTS.
13. THE CONTRACTOR WILL CONNECT ALL EXISTING WATER METERS TO THE PROPOSED WATER MAINS. THE CONTRACTOR SHALL INCLUDE COST OF ALL LABOR AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
14. THE CONTRACTOR MAY BE REQUIRED TO CONSTRUCT SANITARY SEWER BYPASS AND PUMPING STATION TO PROVIDE CONTINUANCE OF SEWER SERVICE DURING CONSTRUCTION OPERATIONS. ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED TO CONSTRUCT THE SANITARY SEWER BYPASS AND PUMPING STATION WILL BE INCLUDED IN RELATED BID ITEMS ON THE PROJECT.
15. ALL RESTRAINED JOINTS RESTRAINERS INCLUDING BOLTS, NUTS AND WASHERS WILL BE PROVIDED FOR ALL WATER LINES AND SANITARY SEWER RESTRAINED JOINTS. INCLUDING BOLTS AND WASHERS FOR ALL WATER LINES AND SANITARY SEWER RESTRAINED JOINTS. THE CONTRACTOR SHALL INCLUDE COST FOR ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
16. PLUG HOLE IN EXISTING MANHOLES THAT HAVE CONNECTIONS WITH ABANDONED SEWER LINES. PLUGS WILL BE MINIMUM 9-INCH THICK CLASS "A" PORTLAND CEMENT CONCRETE. PLUGS LARGER THAN 9-INCHES WILL BE PORTLAND CEMENT CONCRETE. THE CONTRACTOR SHALL INCLUDE COST OF ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
17. PRIOR TO BACKFILLING ALL UNDERGROUND WATER LINES, INSTALL A CONTINUOUS NO. 14 COPPER TRACER WIRE LOCATED DIRECTLY OVER BURIED WATER LINES. WITH A TRACER WIRE LOOP WATER LINE AT 10-FT. INTERVALS SO THAT IT WILL NOT MOVE DURING BACKFILL OPERATIONS. THE CONTRACTOR SHALL INCLUDE COST OF ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
18. DOWNGRADE BY WELL POINT WILL BE REQUIRED TO INSTALL WATER LINES AND SANITARY SEWERS. THE CONTRACTOR SHALL INCLUDE COST OF ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
19. CONTRACT PROPOSED SANITARY SEWER STARTING AT THE DOWNSTREAM END AND PROCEED UPSTREAM AS FOLLOWS:
 - a) INSTALL NEW SANITARY SEWER LINES AND MANHOLES, INCLUDING TEES AT ALL EXISTING MANHOLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CLOSING OF EXISTING WATER MAINS WILL BE BY CITY OF LA MARQUE PERSONNEL. FOR ALL CITY INSPECTIONS, SEND REQUESTS TO: Inspection@marque-co-ill.com.
 - b) TEST NEW SANITARY SEWER LINES AND MANHOLES FOR LEAKAGE.
 - c) CONNECT NEW SANITARY SEWER LINE TO CITY OF LA MARQUE SANITARY SEWER SYSTEM, KEEPING THE EXISTING SANITARY SEWER LINE IN CONTINUOUS SERVICE.
 - d) INSTALL NEW 12-INCH PVC 9000 SERVICE CONNECTIONS TO NEW SANITARY SEWER LINES. SANITARY SEWER LATERAL (6"), (PVC).
 - e) COMPLETE NEW SANITARY SEWER CONNECTIONS TO ALL EXISTING SANITARY SEWER LINES, THEN ABANDON THE EXISTING SANITARY SEWER LINES.



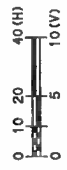
7/8/2019

Inducto Continu

[illegible]

NOTES:

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY/PIPELINE ELEVATIONS AND EXISTING SIZES, SHALL BE SUBMITTED TO THE ENGINEERING AND INVESTIGATION PERFORMED BY THE RIOS GROUP IN JANUARY THRU MAY 2015.
3. PROPOSED STORM SEWER SIZE & FLOWLINE PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. INFORMATION AND LEGEND SHEET.
6. ALL ABANDONED WATERLINES WILL BE FILLED WITH FLOWABLE GROUT UNDER BID ITEM 401.
7. CUTTING, PLUGGING, GROUTING, REMOVING, OR REPAIRING OF EXISTING WATERLINE OR PIPE WILL BE PERFORMED BY THE DEPARTMENT'S TITLED PARTY CONTRACTOR. (SP 002 TO SS 70495)



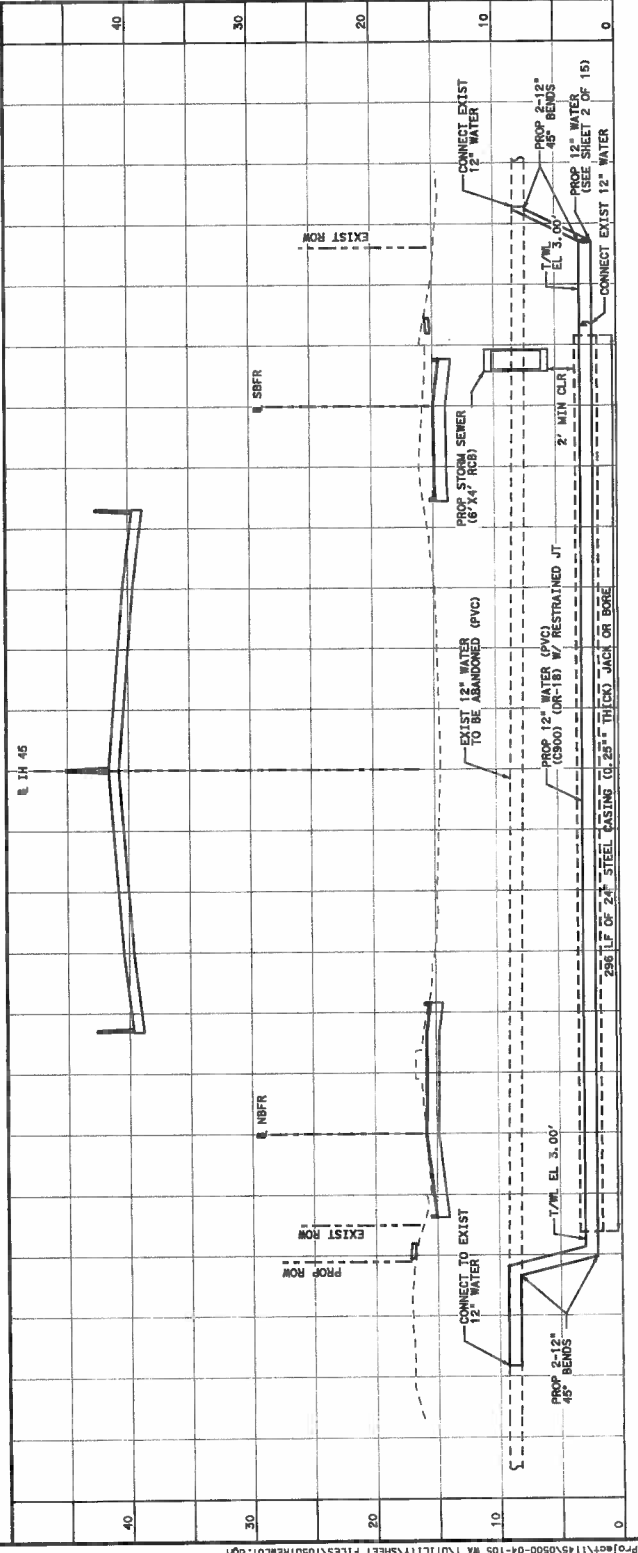
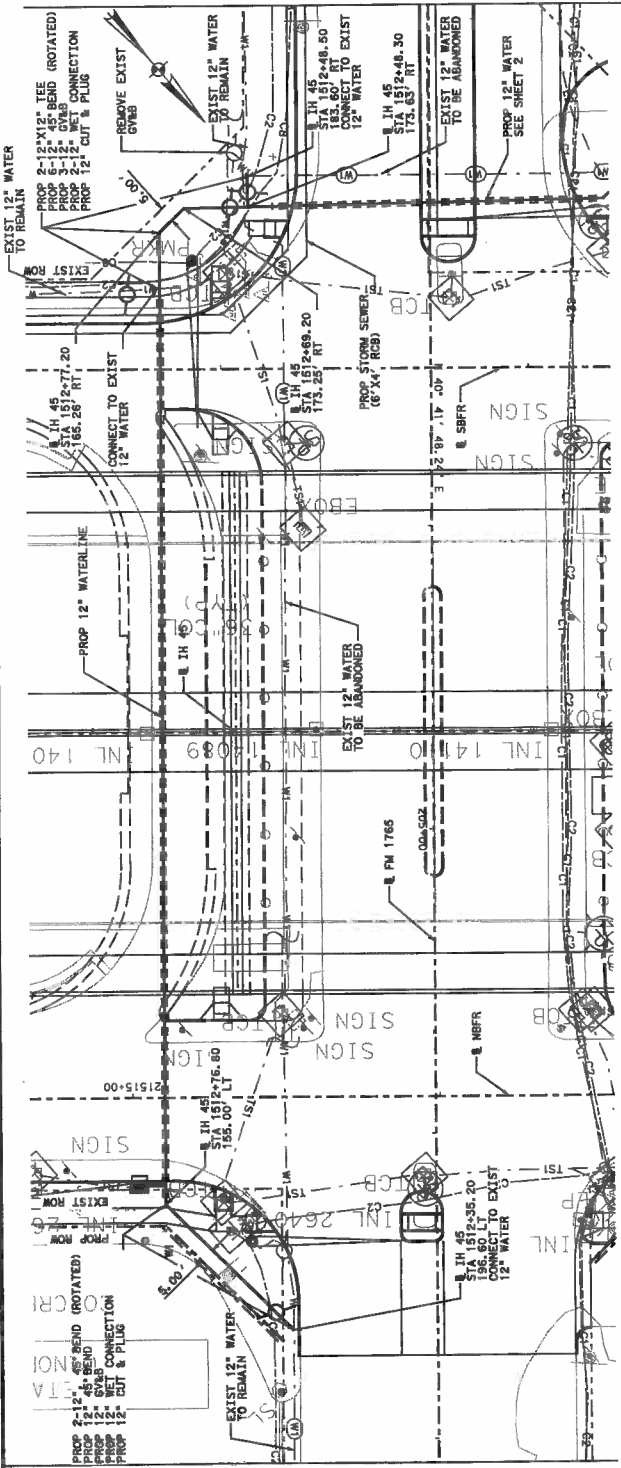
7/9/2019

Humberto Contreras

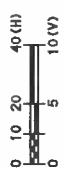
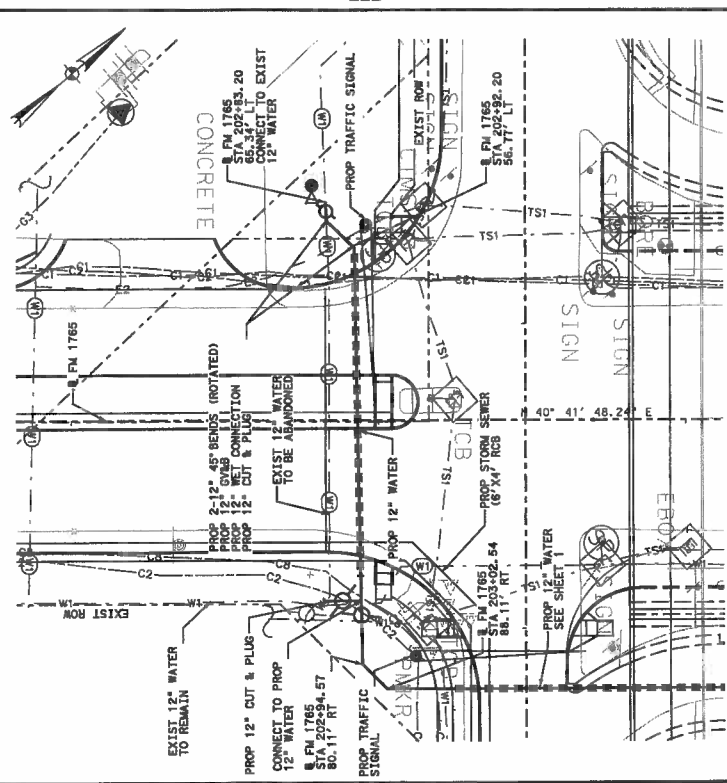
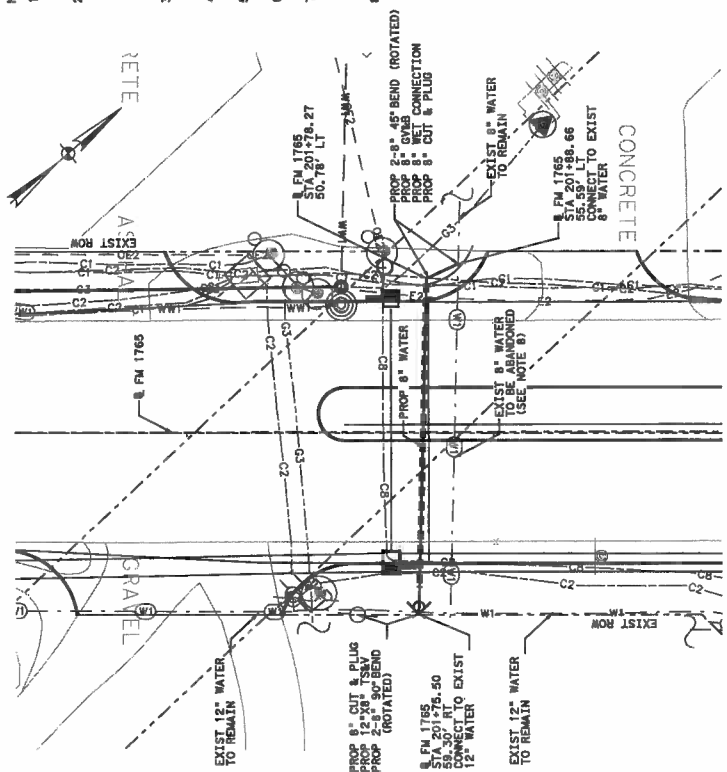


IH 45
UTILITY ADJUSTMENT PLANS (WATER)
FM 1765 CROSSING IH 45
AT STA 1512+77
12" WATER

PROJECT NO.	1504
SHEET NO.	1504
DIST.	HOU
COUNTY	GALVESTON
CONTRACT	04
DATE	05/20
BY	04
CHECKED	04
DATE	05/20
APPROVED	04
DATE	05/20



- NOTES:
1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
 2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER, TOP OF EXISTING SANITARY SEWER FLOWLINE, ELEVATIONS BASED ON SUBSURFACE UTILITY SURVEY DATED JANUARY 11, 2019, SHALL BE SHOWN ON THE RDS GROUP IN JANUARY 2019.
 3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
 4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
 5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
 6. ALL ABANDONED WATERLINES WILL BE FILLED WITH FLOWABLE CROUT UNDER BID ITEM 401.
 7. CUTTING, PLUGGING, GROUTING, REMOVING, HANDLING, CLEANUP, AND DISPOSAL OF AC PIPE WILL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE LSP 002 TO SS 70493 PARTY CONTRACTOR.
 8. PRIOR TO JACK OR BORE OPERATIONS, CONFIRM LOCATION OF EXISTING WATERLINE CROSSING, PIPE SIZE AND MATERIAL, AND TOP OF WATERLINE ELEVATION AT THE EXISTING WATERLINE CROSSING FM 1765.



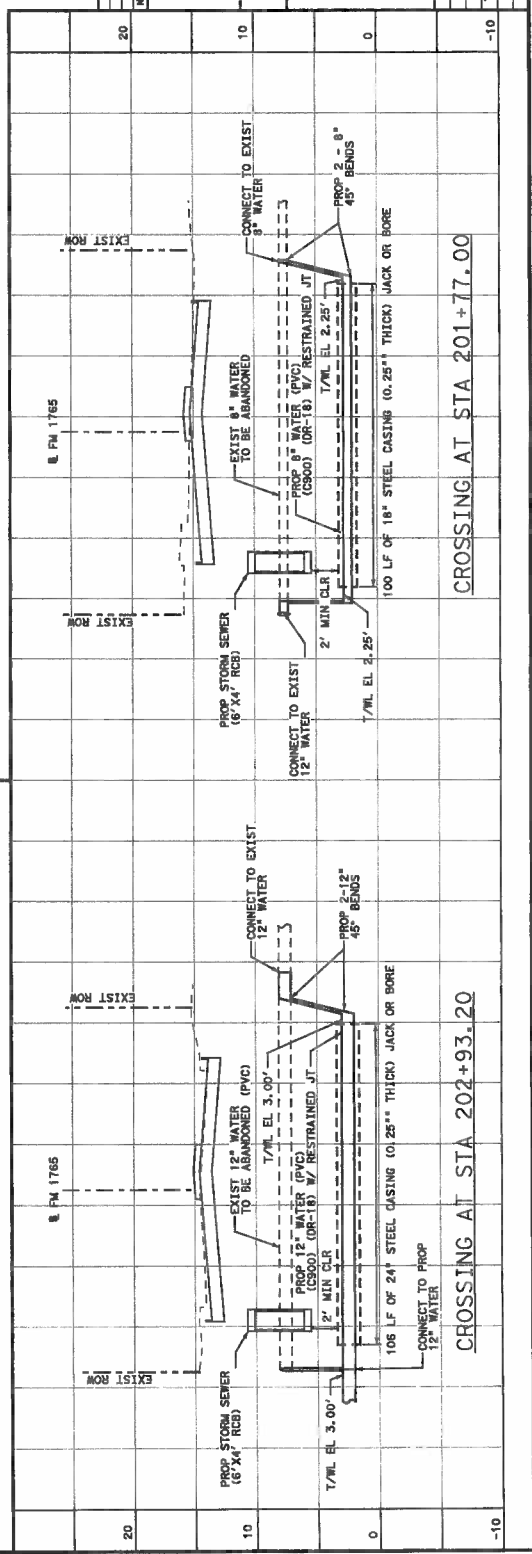
7/9/2019

Humberto Contreras



IH 45
UTILITY ADJUSTMENT PLANS (WATER)
 CROSSING FM 1765
 AT STA 1511+89
 12" & 8" WATER

SHEET 2 OF 15	
PROJECT NO.	1505
DIST.	DAWY
STATE	TEXAS
CONTRACT	0500
SECTION	04
JOB	105
STATION	IH 45



1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER FLOW LINE, EXISTING SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SURFACE UTILITIES BY THE RIGGS GROUP IN JANUARY, 2019.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & REFERENCE SHEETS.
4. REFERENCE IS MADE TO INTERLINE A SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTRACT INFORMATION AND LEGEND SHEET.
6. ALL ABANDONED WATER LINES WILL BE FILLED WITH FLOWABLE GRAUT UNDER BID ITEM 4010.
7. CUTTING, PLAGING, GRADING, REMOVING OF EXISTING PAVEMENT OR OF AC PAVEMENT WILL BE PERFORMED BY THE CONTRACTOR. THIRD PARTY CONTRACTOR.



Amato Contino

[illegible]

Texas Department of Transportation

IH 45
 UTILITY ADJUSTMENT PLANS (WATER)
 CROSSING IH 45
 AT STA 1533+41
 8" WATER

STATE	TX	COUNTY	DADE	SHEET NO. 1506	SHEET 3 OF 15
CITY	MIAMI	PROJECT NO.	1506		

NOTES:

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF CUTTING PIPELINE ELEVATIONS AND EXISTING SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SURVEY DATA PROVIDED BY THE RIGGS GROUP IN JANUARY THRU MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
6. ALL ABANDONED WATERLINES WILL BE FILLED WITH FLOWABLE GROUT UNDER BID ITEM 401.
7. CUTTING, PLUGGING, GROUTING, REMOVING, HANDLING, CLEANING, AND DISPOSAL OF AC PERMANENTLY SHALL BE THE RESPONSIBILITY OF THE DEPARTMENT'S THIRD PARTY CONTRACTOR. (SP 002 TO SS 7049)



7/9/2019

Handwritten signature: Roberto Chirino

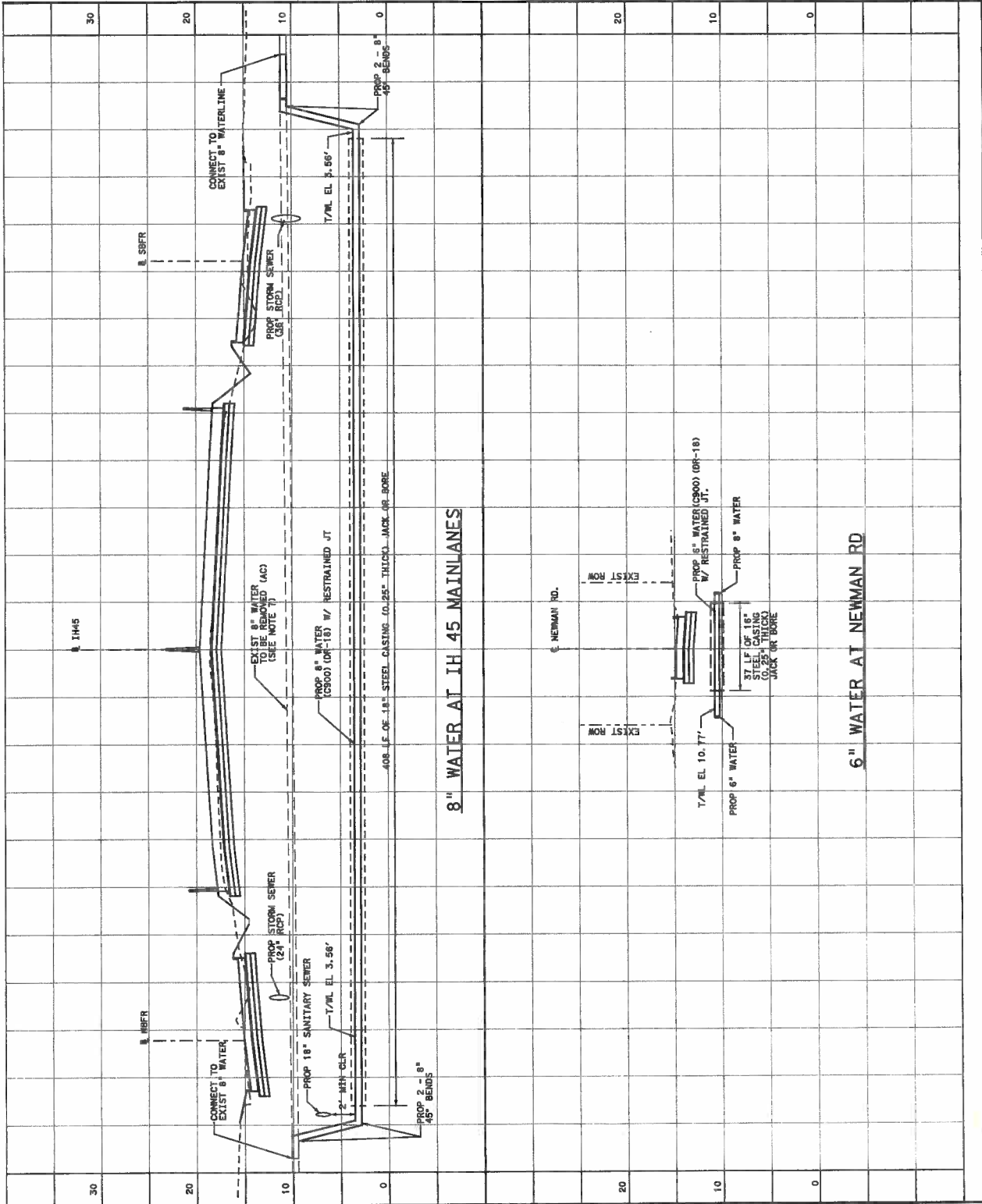
NO.	DATE	REVISION	APPROV.

CivilCorp
ENGINEERS - SURVEYORS
1015 W. 14TH STREET, SUITE 100
DALLAS, TEXAS 75207
TEL: 214-742-8811 FAX: 214-742-8811



IH 45
UTILITY ADJUSTMENT PLANS (WATER)
CROSSING IH 45
AT STA 1533+41
8" WATER

DATE	7/9/2019	PROJECT NO.	1507
SHEET	4 OF 15	CITY	DALLAS
STATE	TEXAS	DIST.	HOO
COUNTY	COOK	SECT.	405
SECTION	0500	04	105
PROJECT	IH 45		



1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER FLOW LINE AND EXISTING SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SURFACE UTILITY RECORDS SHALL BE OBTAINED FROM THE RIDS GROUP IN JANUARY THRU MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO INTERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTRACT AGREEMENT AND LEGEND SHEET.
6. ALL EXCAVATED GROUPTUNES WOULD BE FILLED WITH APPROVED BACKFILL.
7. CUTTING, FLOODING, STORM SEWERING, HANDLING, CLEANING, AND REPAIRING OF PIPE WILL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE RIDS GROUP 2012 TO 2014 SPECIFICATIONS.



6/9/2019

Amato Antonio

[illegible]

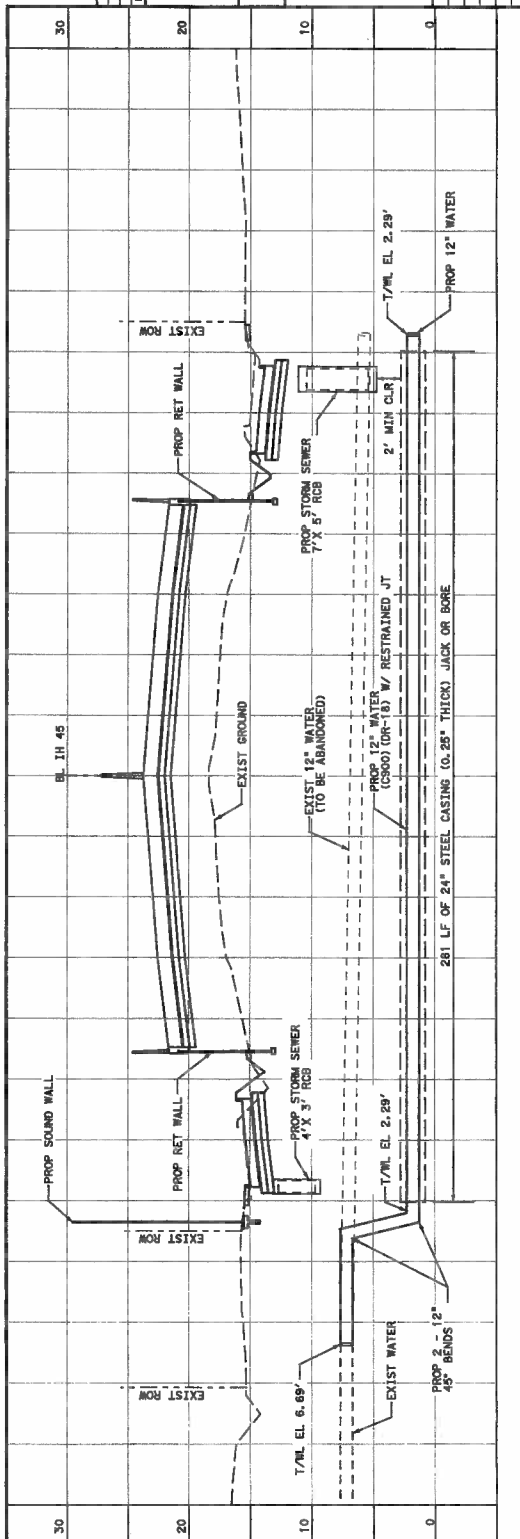
6000 BELMONT DRIVE, SUITE 100, HUNTER TOWN TEXAS
TEL 713-708-0018 FAX 713-708-0002 TOLL F-1-800-333

 Tennessee Department of Transportation
© 2015 TxDOT

IH 45

CROSSING IH 45
AT STA 1559+79
12" WATER

FED. AC. 678	PROJECT NO.	SHEET NO.
6		1508
DIST.	COUNTY	
TEXAS	HOU GALVESTON	
CONF.	JOB HIGHWAY	
SECTION	DATE	TU AM



1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY/PIPELINE ELEVATIONS, AND EXISTING SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SURFACE UTILITY ENGINEERING AND INVESTIGATION PERFORMED BY THE RIOS GROUP IN JANUARY THRU MAY 2019.

3. PROPOSED STORM SEWER SIZE & FLOW LINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
6. ALL ABANDONED WATER LINES WILL BE FILLED WITH FLOWABLE GROUT UNDER BID ITEM 401.
7. CUTTING, PLUGGING, GROUTING, REMOVING, HANDLING, CLEANUP, AND DISPOSAL OF ALL DEBRIS WILL BE PERFORMED BY THE CONTRACTOR (SEE PART 701 CONTRACTOR, (SP -002 & SS 7049).
8. SAW CUT (FULL DEPTH) REMOVE EXISTING PAVEMENT AT WATERLINE CROSSING. INSTALL PROPOSED 12" WATERLINE AS SHOWN ON THIS SHEET.

NOTES ON SHEET 1503,



0 3 1047

7/9/2019

5/17/74

Amelito Melius

Civil Corp

NO.	DATE	REVISION	APPROV.

ENGINEERS • SURVEYORS
8800 VILLOREST DRIVE, SUITE 100, BOSTON TOWN 770-02
TELE 773-705-0016 FAX 773-705-0022 TOLL F-1-800-8

IH 45

UTILITY ADJUSTMENT PLANS (WATER)
 IH 45 S8FR
 STA 1557+80 TO STA 1561+98

FILE NO. 010-105	PROJECT NO.	SHEET NO.
---------------------	-------------	-----------

SHEET 6 OF 15

STATE	DIST.	COUNTY		1509
TEXAS	HOU.	GALVESTON		
CONT.	SECT.	JOB	HIGHWAY	
0500	04	105	TU 45	

2000 5 201 2017 2020

[illegible]

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER FLOW LINE, EXISTING SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SURFACE UTILITY RECORDS, SHALL BE VERIFIED BY THE RITE GROUP, IN JANUARY, THRU MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOW LINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS G.
4. REFERENCES MADE TO INTERLINE & INTERLINE SHALL BE TO THE INTERLINE CONTRACT.
5. INFORMATION IS TO BE USED TO VERIFY INFORMATION ON "E" EXISTING UTILITY SHEET.
6. ALL UNBANKED WATER LINES WILL BE FILLED WITH FLOWABLE SAND UNDER BELL & HOWELL.
7. Hauling, cleaning, spouting, removing, pipe will be performed by the party contractor. (see add'l to spec 704.09, 704.10, 704.11, 704.12, 704.13, 704.14, 704.15, 704.16, 704.17, 704.18, 704.19, 704.20, 704.21, 704.22, 704.23, 704.24, 704.25, 704.26, 704.27, 704.28, 704.29, 704.30, 704.31, 704.32, 704.33, 704.34, 704.35, 704.36, 704.37, 704.38, 704.39, 704.40, 704.41, 704.42, 704.43, 704.44, 704.45, 704.46, 704.47, 704.48, 704.49, 704.50, 704.51, 704.52, 704.53, 704.54, 704.55, 704.56, 704.57, 704.58, 704.59, 704.60, 704.61, 704.62, 704.63, 704.64, 704.65, 704.66, 704.67, 704.68, 704.69, 704.70, 704.71, 704.72, 704.73, 704.74, 704.75, 704.76, 704.77, 704.78, 704.79, 704.80, 704.81, 704.82, 704.83, 704.84, 704.85, 704.86, 704.87, 704.88, 704.89, 704.90, 704.91, 704.92, 704.93, 704.94, 704.95, 704.96, 704.97, 704.98, 704.99, 705.00, 705.01, 705.02, 705.03, 705.04, 705.05, 705.06, 705.07, 705.08, 705.09, 705.10, 705.11, 705.12, 705.13, 705.14, 705.15, 705.16, 705.17, 705.18, 705.19, 705.20, 705.21, 705.22, 705.23, 705.24, 705.25, 705.26, 705.27, 705.28, 705.29, 705.30, 705.31, 705.32, 705.33, 705.34, 705.35, 705.36, 705.37, 705.38, 705.39, 705.40, 705.41, 705.42, 705.43, 705.44, 705.45, 705.46, 705.47, 705.48, 705.49, 705.50, 705.51, 705.52, 705.53, 705.54, 705.55, 705.56, 705.57, 705.58, 705.59, 705.60, 705.61, 705.62, 705.63, 705.64, 705.65, 705.66, 705.67, 705.68, 705.69, 705.70, 705.71, 705.72, 705.73, 705.74, 705.75, 705.76, 705.77, 705.78, 705.79, 705.80, 705.81, 705.82, 705.83, 705.84, 705.85, 705.86, 705.87, 705.88, 705.89, 705.90, 705.91, 705.92, 705.93, 705.94, 705.95, 705.96, 705.97, 705.98, 705.99, 706.00, 706.01, 706.02, 706.03, 706.04, 706.05, 706.06, 706.07, 706.08, 706.09, 706.10, 706.11, 706.12, 706.13, 706.14, 706.15, 706.16, 706.17, 706.18, 706.19, 706.20, 706.21, 706.22, 706.23, 706.24, 706.25, 706.26, 706.27, 706.28, 706.29, 706.30, 706.31, 706.32, 706.33, 706.34, 706.35, 706.36, 706.37, 706.38, 706.39, 706.40, 706.41, 706.42, 706.43, 706.44, 706.45, 706.46, 706.47, 706.48, 706.49, 706.50, 706.51, 706.52, 706.53, 706.54, 706.55, 706.56, 706.57, 706.58, 706.59, 706.60, 706.61, 706.62, 706.63, 706.64, 706.65, 706.66, 706.67, 706.68, 706.69, 706.70, 706.71, 706.72, 706.73, 706.74, 706.75, 706.76, 706.77, 706.78, 706.79, 706.80, 706.81, 706.82, 706.83, 706.84, 706.85, 706.86, 706.87, 706.88, 706.89, 706.90, 706.91, 706.92, 706.93, 706.94, 706.95, 706.96, 706.97, 706.98, 706.99, 707.00, 707.01, 707.02, 707.03, 707.04, 707.05, 707.06, 707.07, 707.08, 707.09, 707.10, 707.11, 707.12, 707.13, 707.14, 707.15, 707.16, 707.17, 707.18, 707.19, 707.20, 707.21, 707.22, 707.23, 707.24, 707.25, 707.26, 707.27, 707.28, 707.29, 707.30, 707.31, 707.32, 707.33, 707.34, 707.35, 707.36, 707.37, 707.38, 707.39, 707.40, 707.41, 707.42, 707.43, 707.44, 707.45, 707.46, 707.47, 707.48, 707.49, 707.50, 707.51, 707.52, 707.53, 707.54, 707.55, 707.56, 707.57, 707.58, 707.59, 707.60, 707.61, 707.62, 707.63, 707.64, 707.65, 707.66, 707.67, 707.68, 707.69, 707.70, 707.71, 707.72, 707.73, 707.74, 707.75, 707.76, 707.77, 707.78, 707.79, 707.80, 707.81, 707.82, 707.83, 707.84, 707.85, 707.86, 707.87, 707.88, 707.89, 707.90, 707.91, 707.92, 707.93, 707.94, 707.95, 707.96, 707.97, 707.98, 707.99, 708.00, 708.01, 708.02, 708.03, 708.04, 708.05, 708.06, 708.07, 708.08, 708.09, 708.10, 708.11, 708.12, 708.13, 708.14, 708.15, 708.16, 708.17, 708.18, 708.19, 708.20, 708.21, 708.22, 708.23, 708.24, 708.25, 708.26, 708.27, 708.28, 708.29, 708.30, 708.31, 708.32, 708.33, 708.34, 708.35, 708.36, 708.37, 708.38, 708.39, 708.40, 708.41, 708.42, 708.43, 708.44, 708.45, 708.46, 708.47, 708.48, 708.49, 708.50, 708.51, 708.52, 708.53, 708.54, 708.55, 708.56, 708.57, 708.58, 708.59, 708.60, 708.61, 708.62, 708.63, 708.64, 708.65, 708.66, 708.67, 708.68, 708.69, 708.70, 708.71, 708.72, 708.73, 708.74, 708.75, 708.76, 708.77, 708.78, 708.79, 708.80, 708.81, 708.82, 708.83, 708.84, 708.85, 708



7/9/2019

Amelito Corleone



Texas Department of Transportation

IH 45

UTILITY ADJUSTMENT PLANS (WATER)
IH 45 SBFR
STA 1561+96 TO STA 1566+78
10" WATER

SHEET 7 OF 11

ED. NO.	PROJECT NO.	SHEET
---------	-------------	-------

1510	6	1510
------	---	------

STATE	DIST.	COUNTY
-------	-------	--------

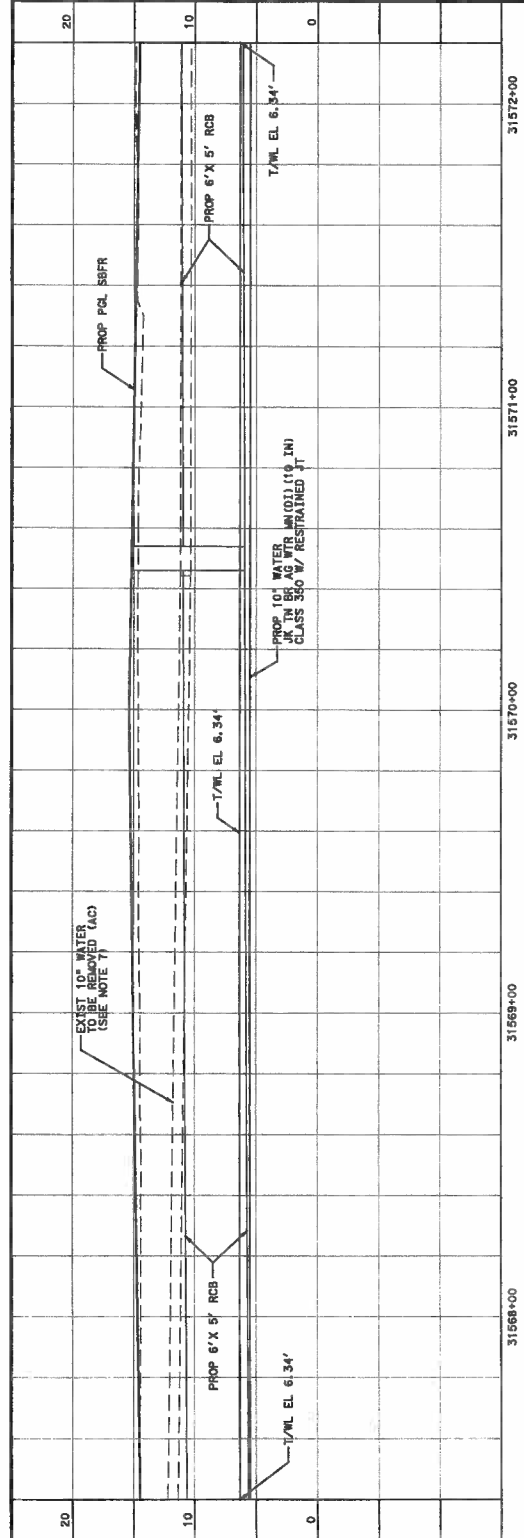
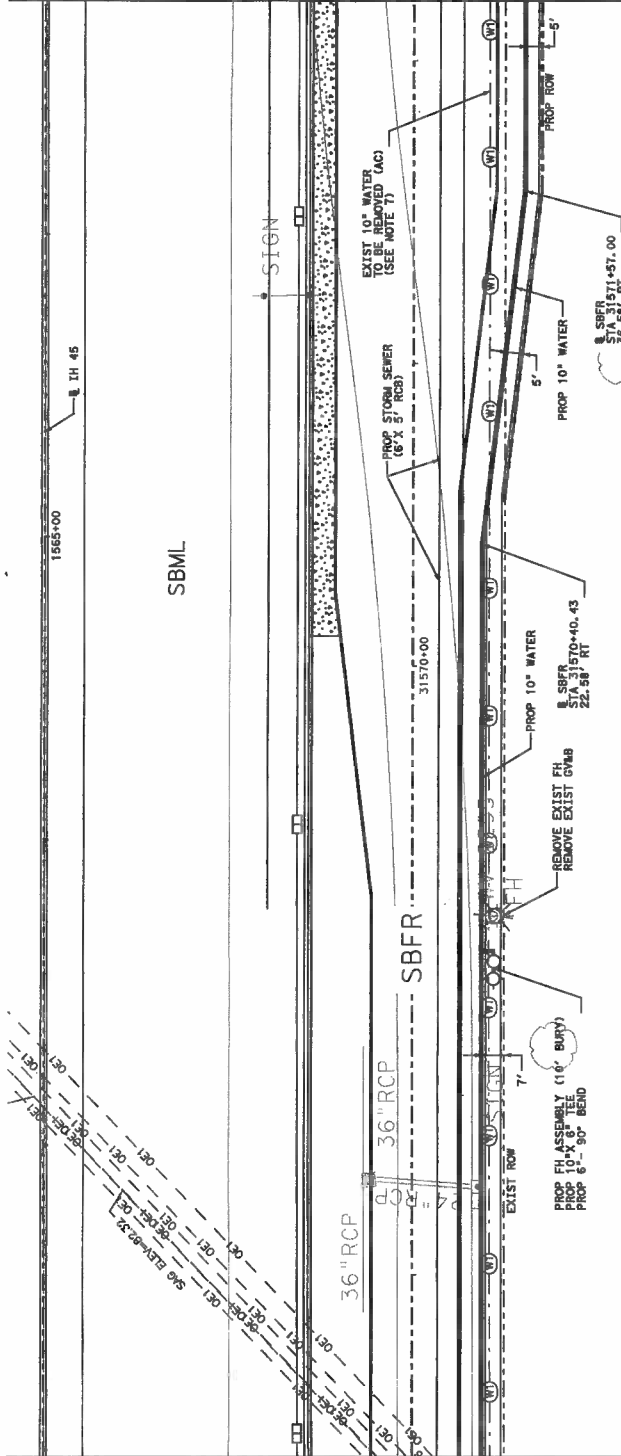
TEXAS	HOU	GALVESTON
-------	-----	-----------

CONT.	SECT.	JOB	HIGHWAY
-------	-------	-----	---------

0500	04	105	IH 45
------	----	-----	-------

MATCH LINE - STA 31567+40

MATCH LINE - STA 31572+20



1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER FLOW LINE AND EXISTING SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SURFACE UTILITY RECORDS SHALL BE VERIFIED BY THE RIDS GROUP IN JANUARY 2019.
3. PROPOSED STORM SEWER SIZE & FLOW SEWER ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE. SEE GENERAL NOTES SHEET 4.
4. SANITARY SEWER SHALL BE 18" VENTED 4" DIA. 15' MIN. DEPTH.
5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
6. ALL ABOVEGROUND WATER LINES WILL BE FILLED, HANDLED, FLUSHING, GROUTING, RESORING, CLOSING, CLEANING, AND DISPOSAL OF AC DEPOSED TO BE PART OF THE PARTY CONTRACTOR. (SP 002 TO SS 7049)



Américo Ortuno

[illegible]

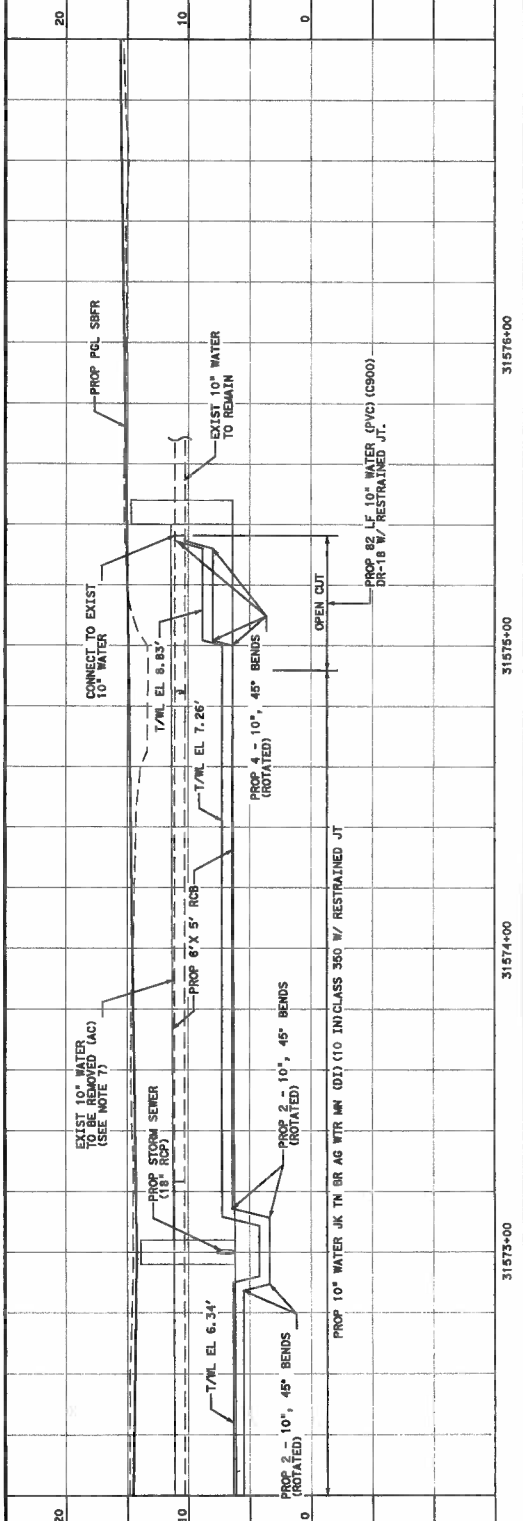
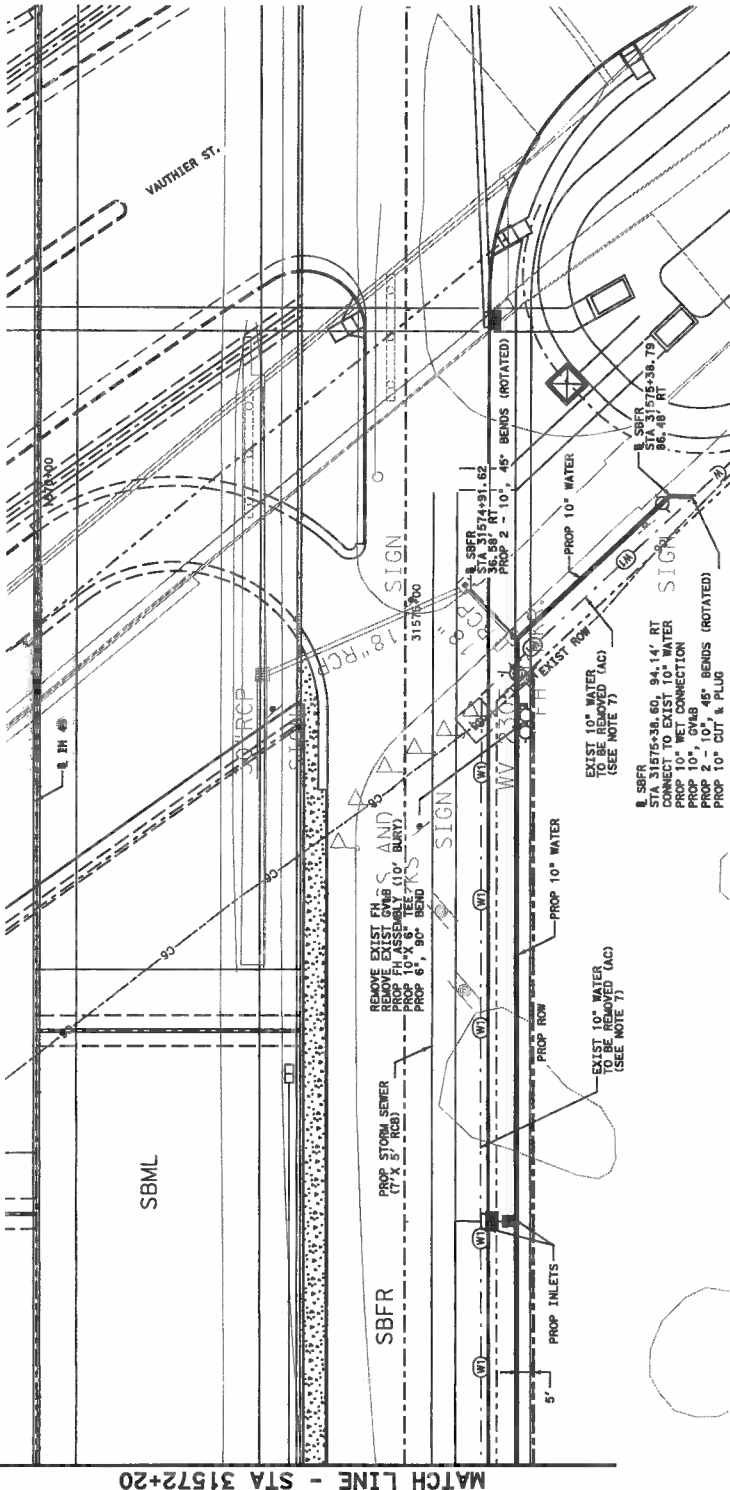
Civil Corp
ENGINEERS • SURVEYORS
3000 WYOMING AVENUE SUITE 100 INDEPENDENCE, MISSOURI 64050
816/341-1111

 Texas Department of Transportation
© 2019 TxDOT

IH 45
UTILITY ADJUSTMENT PLANS (WATER)

IH 45 SBFR
STA 1566+78 TO STA 1569+97
10" WATER

FOUR- SHEET	PROJECT NO.	SHEET 8 OF 15
6		1511
STATE	DIST.	COUNTY
TEXAS	HOU	GALVESTON
CONT.	SECT.	BLK
0500	04	105
	JOB	1H 45
	1H 45	



1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.

2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY/PIPELINE ELEVATIONS AND EXISTING SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SURFACE UTILITY RECORDS SHALL BE PROVIDED BY THE R100 GROUP IN JANUARY 2019.
3. PROPOSED STORM SEWER SIZE & FLOW LINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
6. ALL ABANDONED WATER LINES WILL BE FILLED WITH FLOWABLE GROUT UNDER BTO ITEM 401.
7. HANDLING, CLEANING, GROUTING, REMOVING, CAPPING, REPLACING AND DISPOSAL OF AC PIPE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. (SEE DEPT 2 TO SS 7049) CONTRACTOR (SP 002 TO SS 7049)



7/9/2019

Ambedkar Centre

NO.	DATE	REVISION	APPROV.



8000 WILLOW HILL, SUITE 100, HOUSTON TEXAS 77062
TEL 713-708-0810 FAX 713-708-0022 TOLL F-10003



Department of Transportation

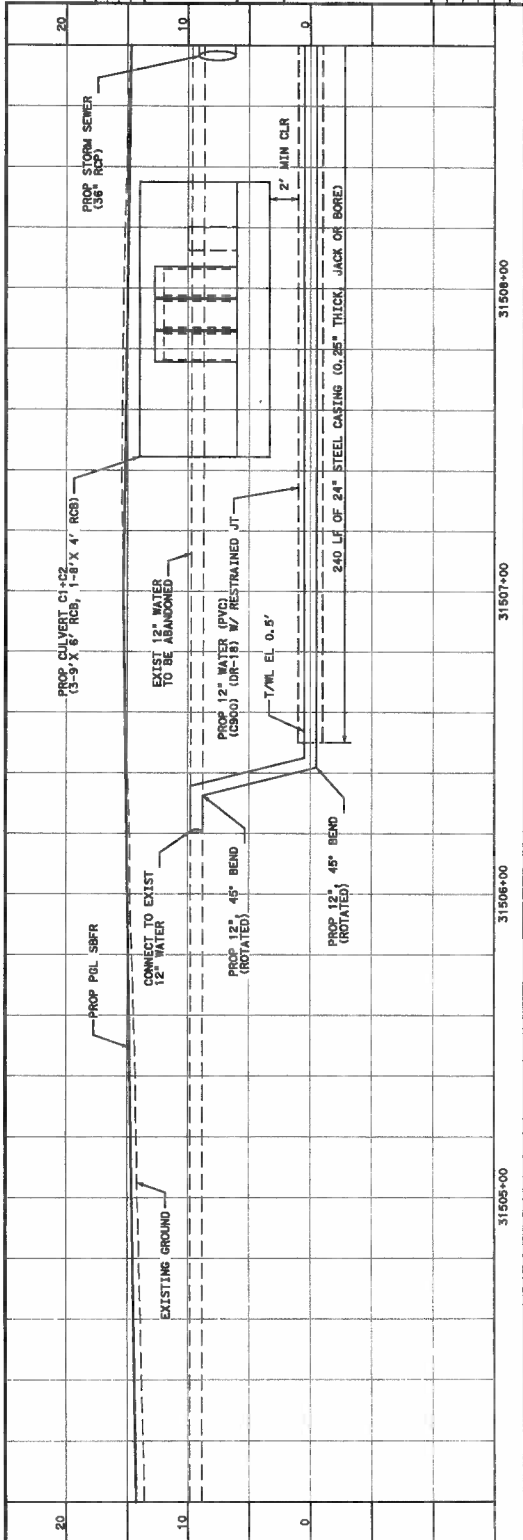
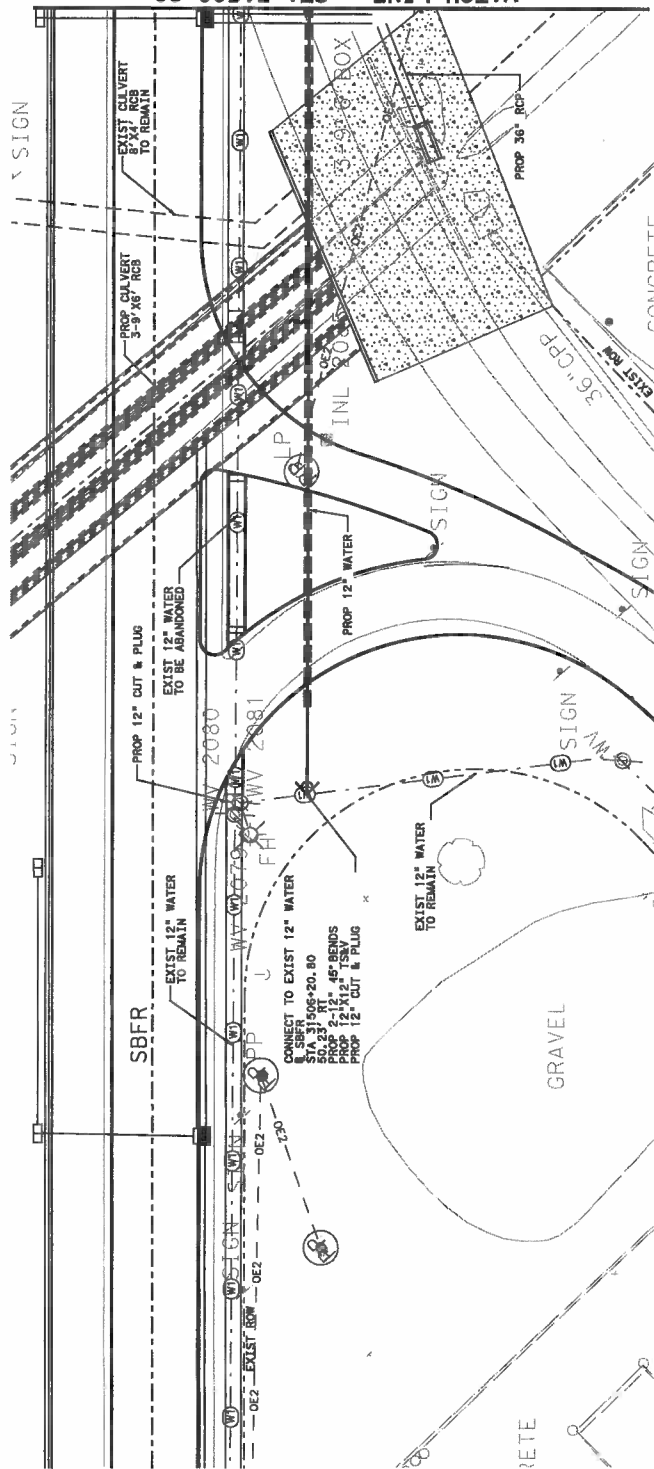
IH 45

UTILITY ADJUSTMENT PLANS (WATER)
IH 45 SBFR
STA 1500+78 TO STA 1503+38
12" WATER

SHEET 10 OF 18

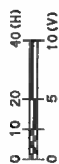
FILE NO. DIST. NO.	PROJECT NO.	SHEET NO.
6		1513
STATE	DIST.	COUNTY
TEXAS	HOU	GALVESTON
CONTRACT	SECT.	JOB
0500	04	105
		HIGHWAY
		1H 45

MATCH LINE - STA 31508+80



NOTES:

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY PIPELINE ELEVATIONS AND DEPTHS SHALL BE VERIFIED BY UTILITY ENGINEERING AND INVESTIGATION PERFORMED BY THE RUS GROUP IN JANUARY THRU MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOW LINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. INFORMATION AND LEGEND SHEET.
6. ALL ABANDONED WATER LINES WILL BE FILLED WITH FLOWABLE GROUT UNDER ITEM 401.
7. CUTTING, PLUGGING, GROUTING, REMOVING, HANDLING, CLEANUP, AND DISPOSAL OF AC PIPE WILL BE PERFORMED BY THE CONTRACTOR. (SEE ITEM 401) PARTY CONTRACTOR. (SEE ITEM 402 TO 405)



7/9/2019

Humberto Contreras

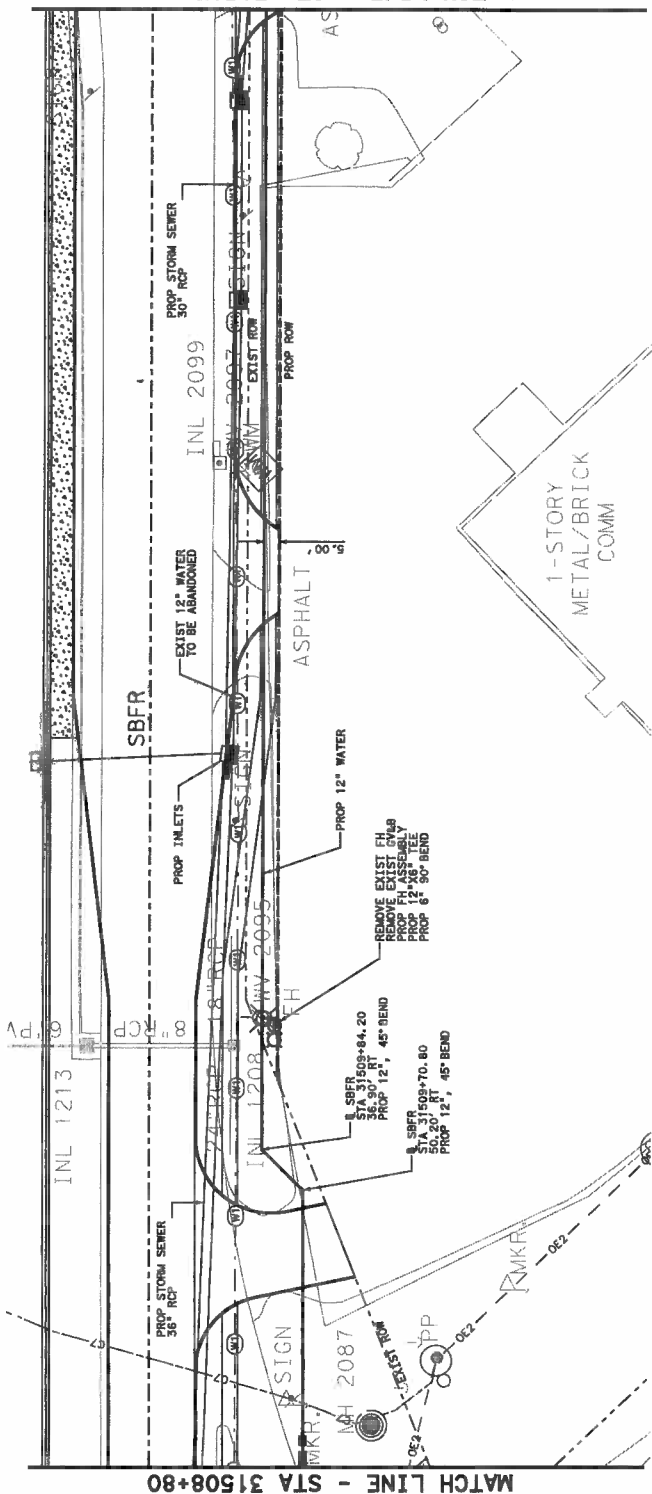
Civil Corp.
 1400 J. J. WILSON BLVD., SUITE 100, MARINA VISTA, TEXAS 77466
 TEL 713-768-8915 FAX 713-768-8916 TOLL FREE 1-800-875-1000



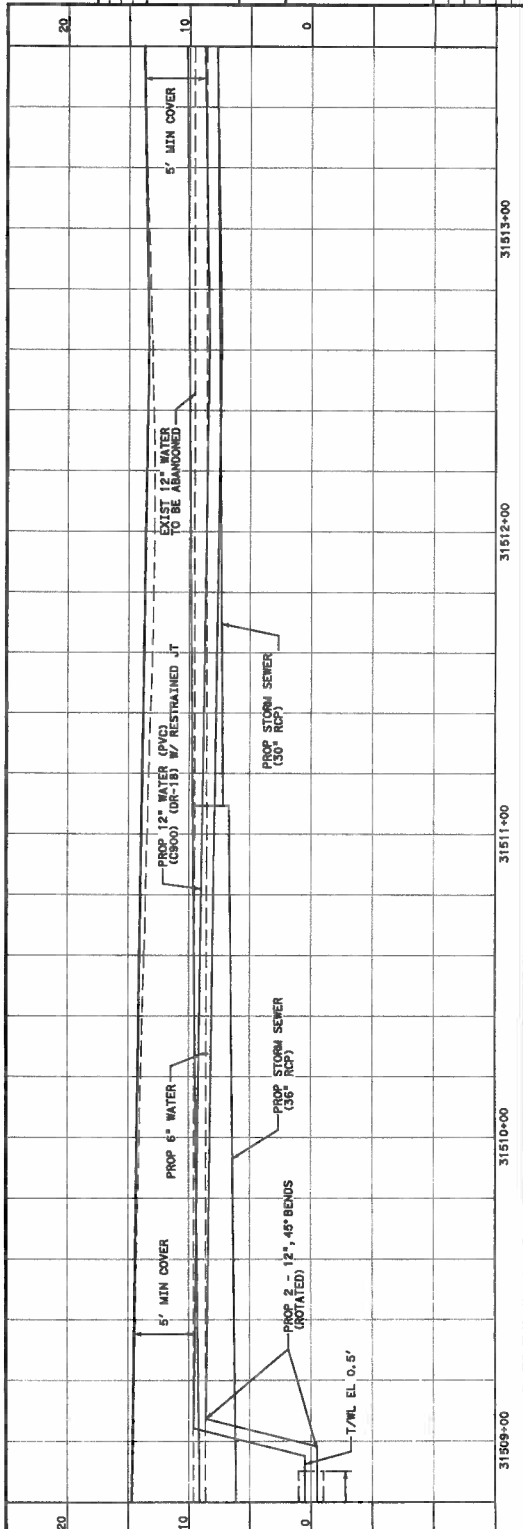
IH 45
 UTILITY ADJUSTMENT PLANS (WATER)
 IH 45 SBFR
 STA 1503+38 TO STA 1508+18
 12" WATER

DATE	7/9/2019	PROJECT NO.	1514	SHEET	11 OF 15
STATE	TEXAS	DIST.	HOU	COUNTY	GALVESTON
CONTRACT	0500	SECTION	04	JOB	105
					IH 45

MATCH LINE - STA 31513+60



MATCH LINE - STA 31508+80



- NOTES:
1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
 2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY PIPELINE ELEVATIONS AND EXISTING MANHOLE ELEVATIONS SHALL BE BASED ON SURFACE UTILITY ENGINEERING AND INVESTIGATION PERFORMED BY THE RIGS GROUP IN JANUARY THRU MAY 2018.
 3. PROPOSED STORM SEWER SIZE & FLOWLINE PLAN & PROFILE SHEETS.
 4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
 5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
 6. ALL ABANDONED WATER LINES WILL BE FILLED WITH FLOWABLE GROUT UNDER ETD ITEM #01.
 7. CUTTING, PLUGGING, GROUTING, REMOVING, HANDING, CLEANING, OR DISMANTLING OF AC PIPE WILL BE PERFORMED BY THE DEPARTMENT'S THIRD PARTY CONTRACTOR. (SP-G02 TO 35 7049)



7/9/2019

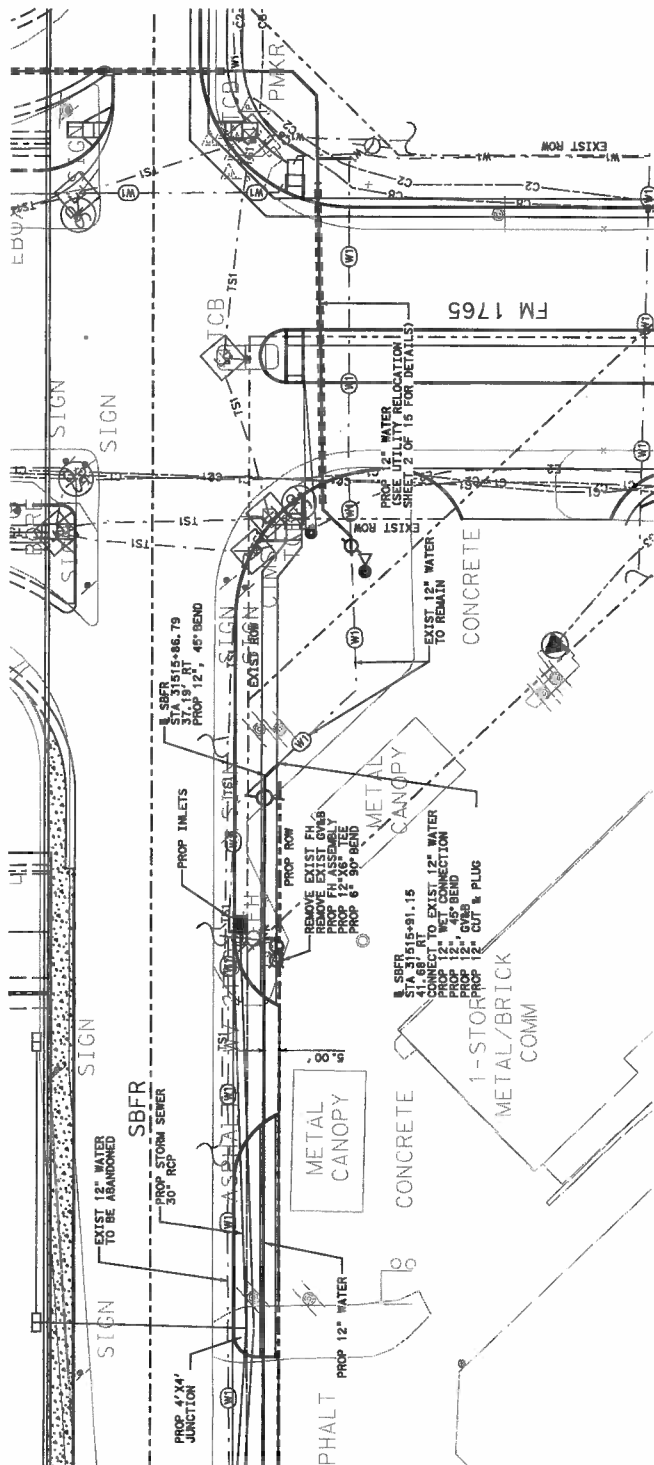
Amato Chetana

Civil Corp
 1450500-04-105 WA 1/UTILITY/SHEET FILES\105\UTR\12.dgn

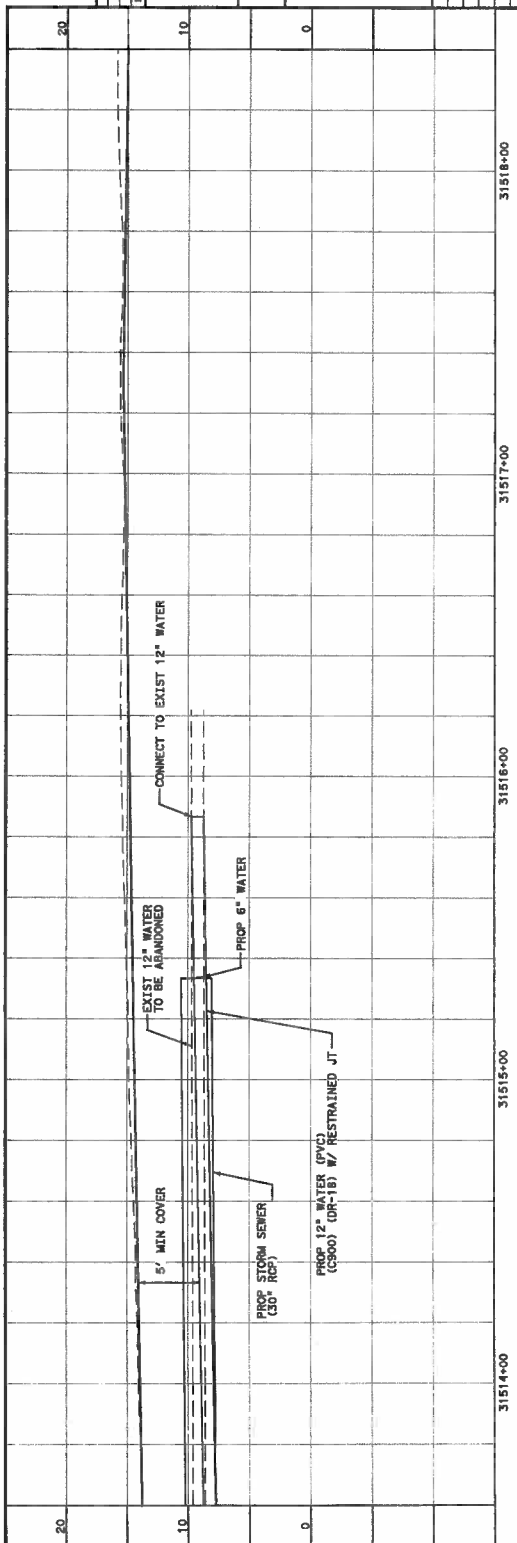
Texas Department of Transportation
 9000 04 105 1915

IH 45
 UTILITY ADJUSTMENT PLANS (WATER)
 IH 45 SBFR
 STA 1508+18 TO STA 1510+49
 12" WATER

FILE NO.	PROJECT NO.	SHEET NO.	SHEET TOTAL
1450500-04-105	9000 04 105	1915	1915
STATE	DIST.	COUNTY	
TEXAS	H01	GALVESTON	
CITY	SECT.	ADJ.	HIGHWAY
0900	04	105	IH 45



MATCH LINE - STA 31513+60



NOTES:

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER FLOW LINE, ELEVATIONS BASED ON SUBSURFACE UTILITY SURVEY, SHALL BE SHOWN AND VERIFIED BY THE RLOS GROUP IN JANUARY, THRU MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTRACT, INFORMATION AND LEGEND SHEET.
6. ALL ABANDONED WATERLINES WILL BE FILLED WITH FLOWABLE GROUT UNDER ITEM 401.
7. CUTTING, PLUGGING, GROUTING, REMOVING, HANDLING, CLEANUP AND DISPOSAL OF AC SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR (SP DOG TO SS 7049).
8. AT SANITARY SEWER LINE CROSSING, PROPOSED 16 IN. STEEL CASING TO EXTEND 10' MINIMUM BEYOND POINT OF PROPOSED WATER LINE CROSSING BELOW EXISTING SANITARY SEWER PIPE.



7/9/2019

Roberto Contreras

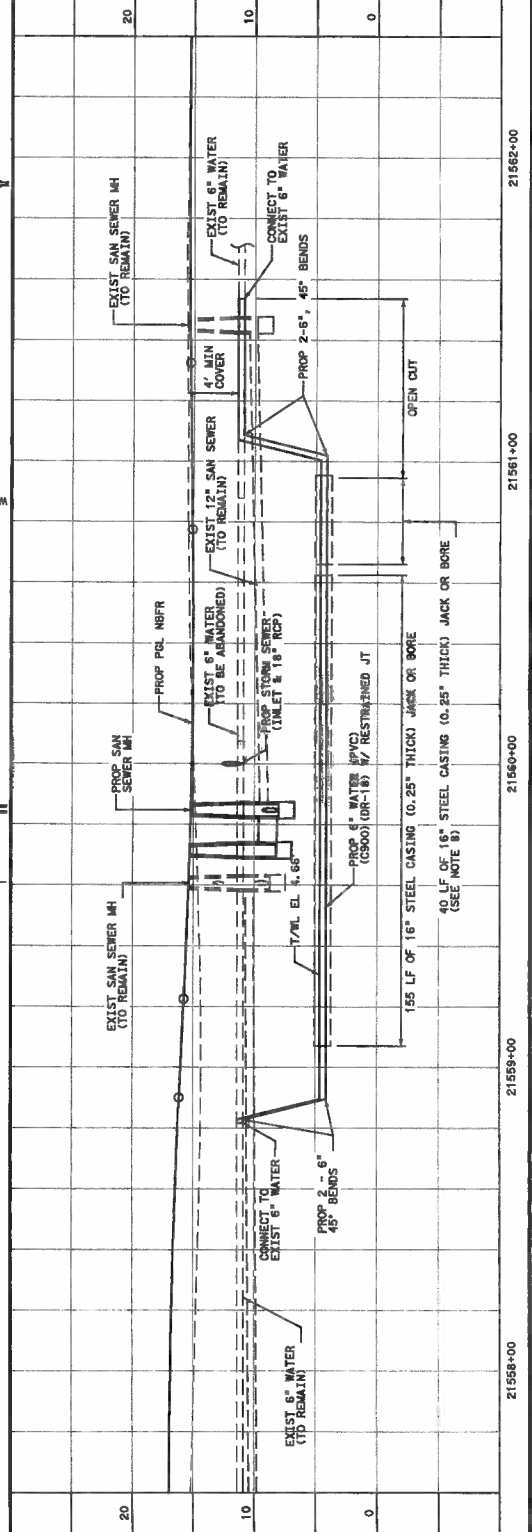
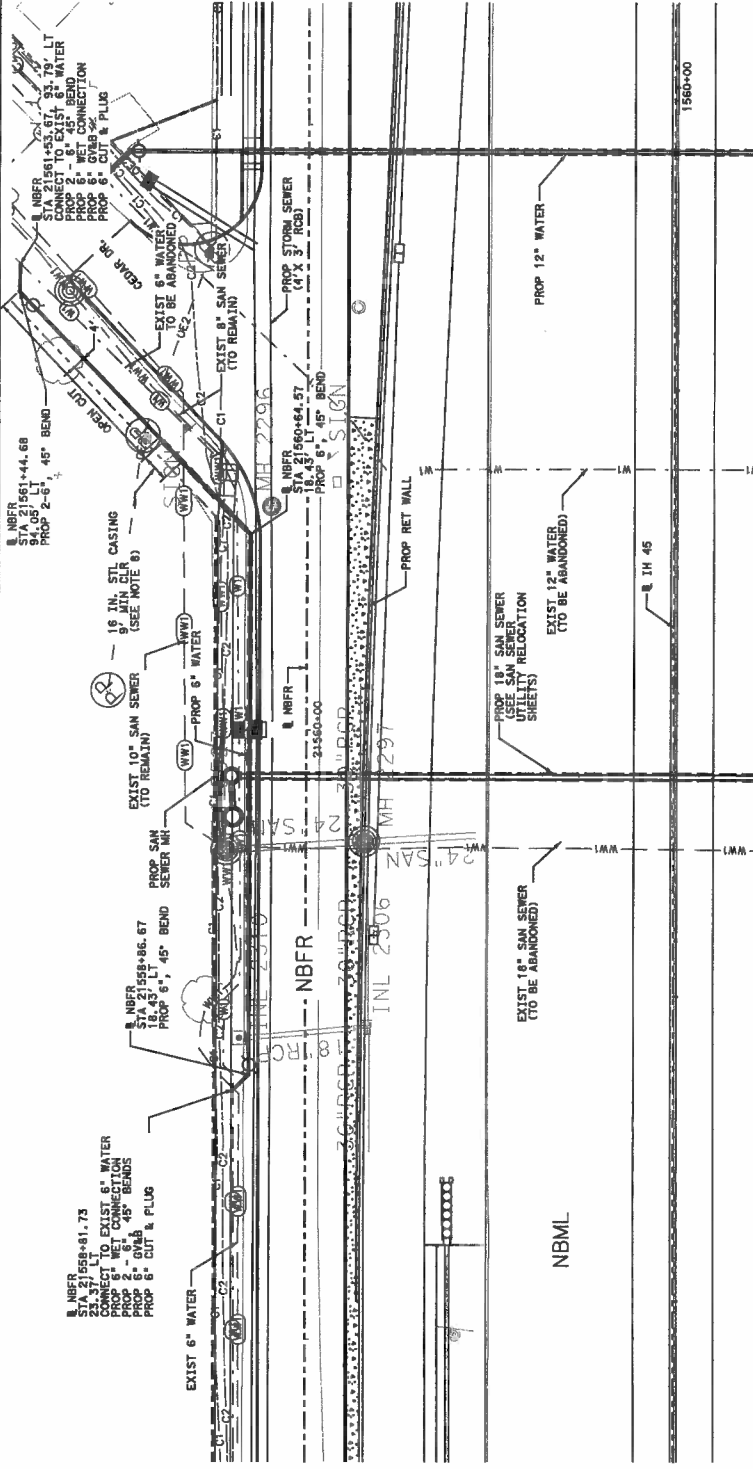
Civil Corp
ENGINEERS - SURVEYORS
1000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75208-1000
TEL: 214-742-0018 FAX: 214-742-0009



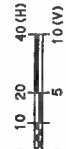
IH 45
UTILITY ADJUSTMENT PLANS (WATER)
IH 45 NBFR
STA 1556+69 TO STA 1559+41
6" WATER

DATE	06/06/2019	PROJECT NO.	1516
DRAWN	6	SHEET	1516
STATE	TEXAS	COUNTY	DALLAS
CDR.	04	SECTION	105
0600	04	105	105

SHEET 13 OF 15



- NOTES:
1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
 2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY/PIPELINE ELEVATIONS AND EXISTING SANITARY SEWER FLOW LINE ELEVATIONS SHALL BE SHOWN ON THIS SHEET. ENGINEERING AND INVESTIGATION PERFORMED BY THE RIOS GROUP IN JANUARY THRU MAY 2019.
 3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
 4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
 5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
 6. ALL ABANDONED WATER LINES WILL BE FILLED WITH FLOWABLE GROUT UNDER BID ITEM 401.
 7. CUTTING, PLUGGING, GROUTING, REMOVING, OR REPAIRING OF EXISTING UTILITY PIPE WILL BE PERFORMED BY THE DEPARTMENT'S THIRD PARTY CONTRACTOR. (SP 002 TO SS 7049)



7/9/2019

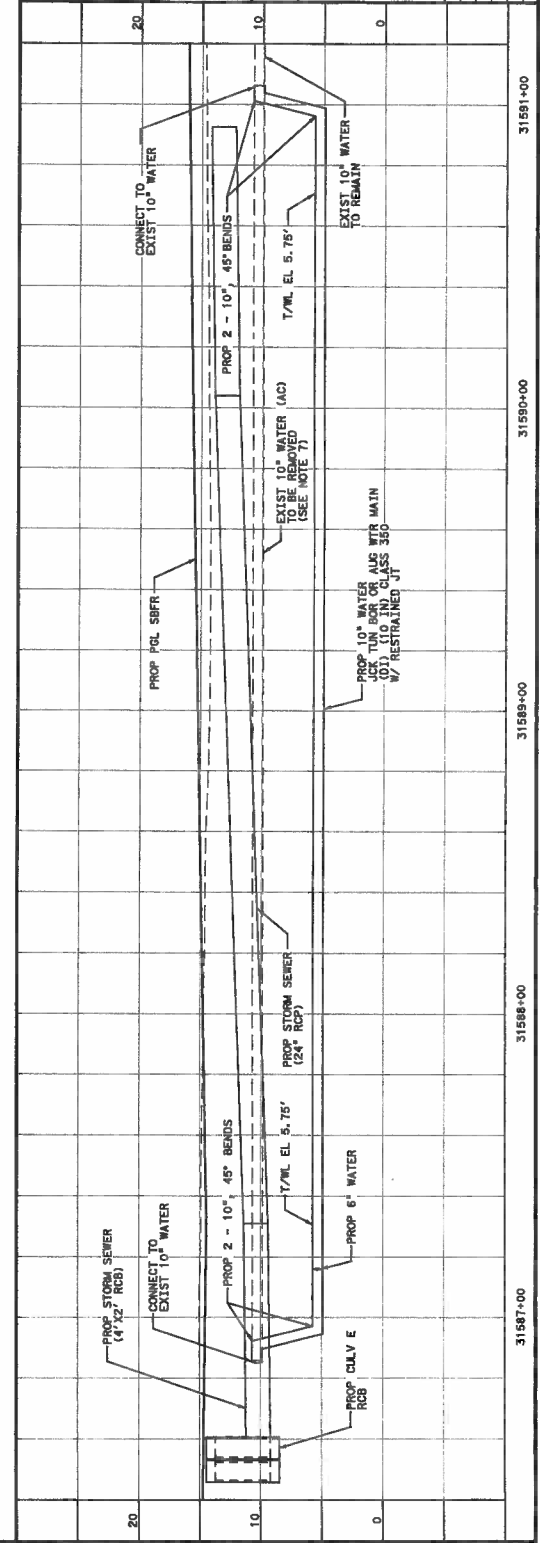
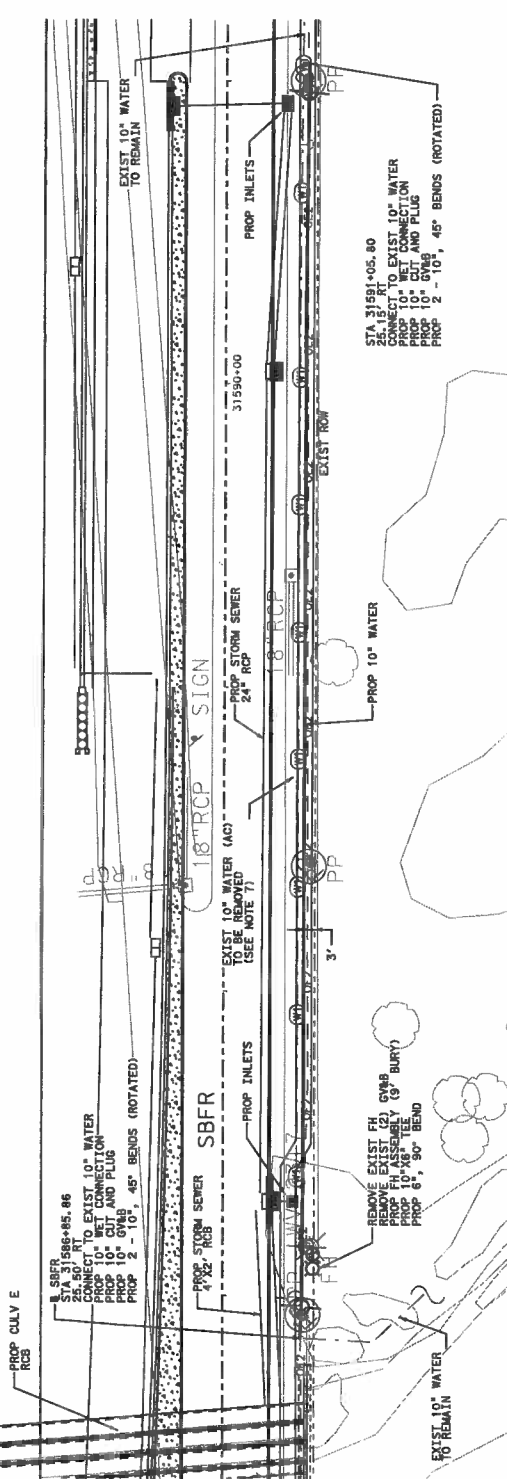
Handwritten signature: Humberto Contreras

Civil Corp
ENGINEERS - SURVEYORS
1150500-04-105 WA 1/UTILITY/SHEET FILES\109UTRML14.dgn

Texas Department of Transportation
© 2019 TxDOT

IH 45
UTILITY ADJUSTMENT PLANS (WATER)
IH 45 SBFR
STA 1581+43 TO STA 1585+63
10" WATER

SHEET 14 OF 15	PROJECT NO.	1517
DIST.	COUNTY	1517
STATE	HOU	GALVESTON
CONTRACT	SHEET	105
0500	04	105
		IH 45

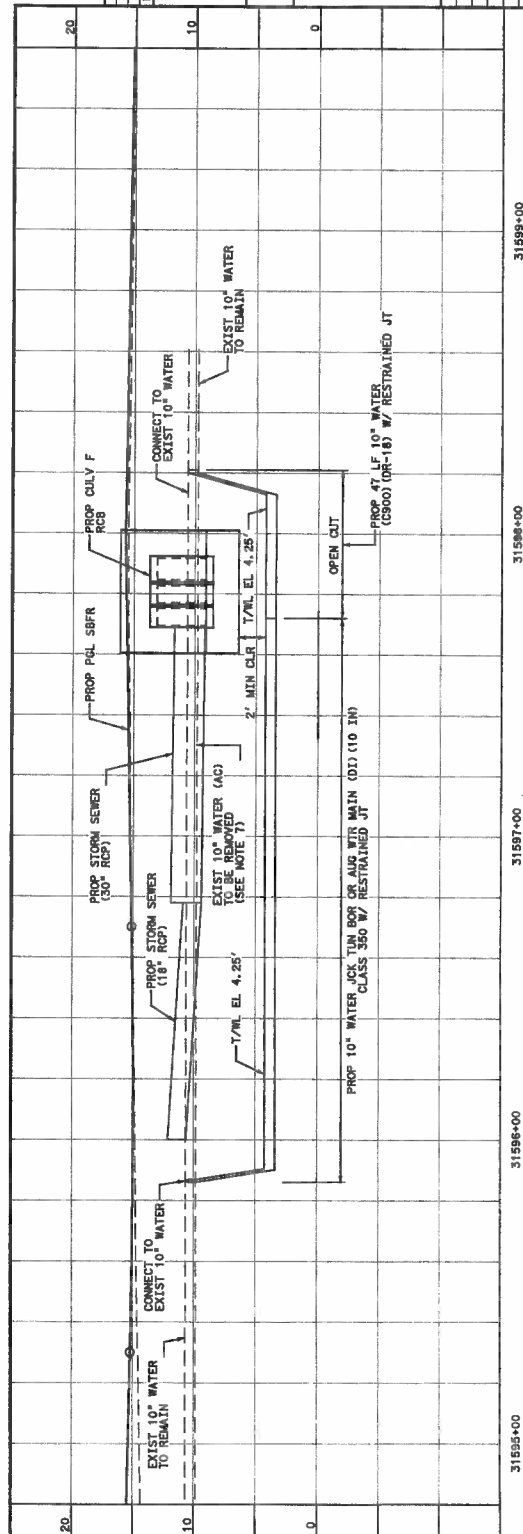


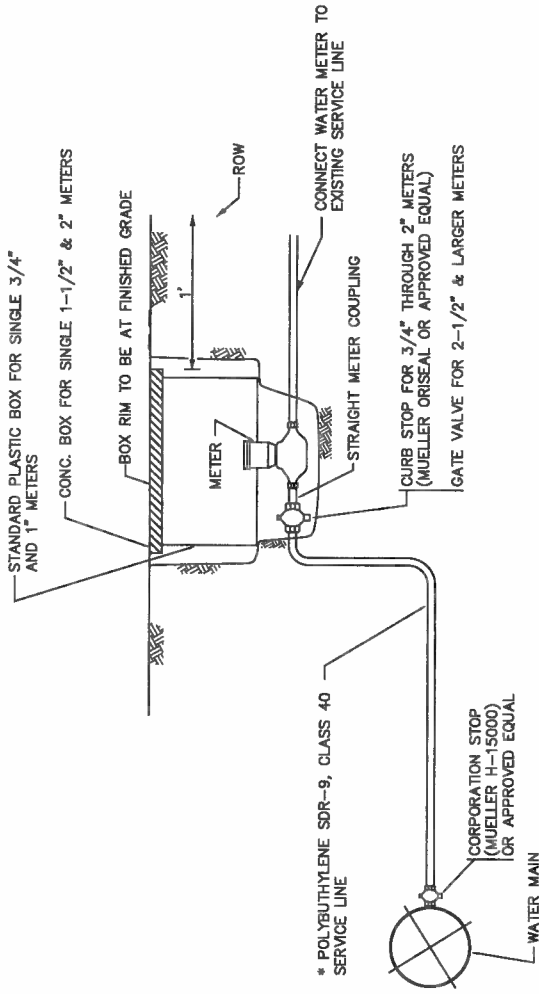
1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER FLOW LINE, ELEVATIONS BASED ON SURFACE UTILITY RECORDS, SHALL BE OBTAINED FROM THE CITY BY THE RIDS GROUP IN JANUARY, THEN MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOW LINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE INFORMATION, IS GENERAL NOTES SHEET. INFORMATION IS TO BE USED TO VERIFY EXISTING WATERLINE DEPTH.
5. ALL ABOVEGROUND WATER MAINS TO BE ELIGIBLE FOR WATER MAIN UNDER BID SHALL BE CUTTING, PLUGGING, GROUNTING, REMOVING, HANDLING, CLEANING, AND DISPOSAL OF NO PIPE WILL BE PERFORMED BY THE CONTRACTOR. (SEE CODE 25.102.04 FACTOR).



7/9/2019

Amelito Antunes

[illegible]



- * 3/4" POLY TUBING FOR 3/4" X 5/8" METER INSTALLATION FOR SINGLE SERVICE TAP.
- * 1" POLY TUBING FOR 1" METER INSTALLATION FOR DOUBLE SERVICE TAP.

WATER SERVICE CONNECTION



7/16/2019

Humberto Contreras

NO.	DATE	REVISION	APPROVAL
CIVIL CORP ENGINEERS - SURVEYORS 1000 WALNUT AVE., SUITE 100, HOUSTON, TEXAS 77006 TEL. 713-765-0000 FAX 713-765-0000 TOLL FREE 1-800-875-1000			
Texas Department of Transportation 			
IH 45			
MISCELLANEOUS WATER DETAILS			
SHEET NO. 6	PROJECT NO. 09500	SHEET 1 OF 1	DATE 12/27
STATE TEXAS	DIST. HOU	COUNTY GALVESTON	HIGHWAY IH 45



Attachment "B"

Accounting Method



Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.



Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment "C" Schedule of Work

Estimated Start Date: November 30, 2019

Estimated Duration (days): 150

Estimated Completion Date: April 30, 2020

Initial Date
TxDOT

Initial Date
Utility

Attachment “D”

Statement Covering Contract Work

(ROW-U-48)
(ROW-U-48-1, if applicable)

Initial	Date
TxDOT	

Initial	Date
Utility	



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 3/19)
Page 1 of 1

U-Number: U15875

ROW CSJ Number: 0500-04-137 District: Houston
County: Galveston Highway No.: IH 45
Federal Project No.: _____

I, Bobby Hocking, Mayor, a duly authorized and qualified representative of
City of La Marque, Texas, hereinafter referred to as **Owner**, am fully cognizant of the
facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the
estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped
to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest
qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be
performed. Associated bid tabulations will be provided to the **State**.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified
contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity
with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to
the **State**. Such presently known contractors are listed below:
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed
for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made
available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the
contract work is to be done under an existing contract, give detailed information by attachment hereto.
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal
is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration
Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as
approval of such proposal).
- ☒ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract
awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include
the plans and specifications for this work in the general contract for construction of Highway IH 45
in this area, so that the work can be coordinated with the other construction operations; and the construction
contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the
requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the
terms of which are incorporated herein by reference.

Signature

Mayor, City of La Marque, Texas

Title

Date

* U48 *

**Statement Covering Utility Construction Contract Work – In the State’s
Highway Construction Contract
(As Referenced in Form ROW-U-48, Option E)**

Work Responsibilities

- A. The Utility shall provide the following services under this contract:
- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along IH 45 From South of FM 1764 to North of FM 519.
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation’s Galveston Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the Water line.
 - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed Water line during construction, and the relocation of Water line and connection of services to customers.
 - v. Advise the State of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - viii. Assume all responsibility for the maintenance of the existing Water line during and upon completion of the construction contract.
 - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - xi. Coordinate all construction activities performed by Utility’s staff for the relocations and adjustments through the Project Engineer.

- B. The State shall provide the following services under this contract:
- i. Combine the Water line relocation and adjustment plans with the plans being prepared for the Project.
 - ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
 - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
 - v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
 - vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
 - vii. Make timely payment to the contractor for work performed in connection with the Project.
 - viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
 - ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
 - x. Maintain job file.

Attachment “E”
Utility Joint Use Acknowledgment – (ROW-U-JUAA)
and/or Utility Installation Request – (Form 1082)

- ☐ Utility Joint Use Acknowledgment (ROW–U–JUAA)
- ☒ Utility Installation Review/Permit Number:

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Eligibility Ratio established: 100 %

- ☐ Non-interstate Highway (Calculation attached)
- ☒ Interstate Highway

Initial Date
TxDOT

Initial Date
Utility

Attachment "G"

Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established: %
(Calculation attached)
- ☐ Forced Betterment
(Provide supporting documentation)
- ☒ Not Applicable

Initial Date
TxDOT

Initial Date
Utility

Attachment "H"

Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-1A and

☐ ROW-U-1B

Or

☐ ROW-U-1C

☒ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial Date
TxDOT

Initial Date
Utility

STANDARD UTILITY AGREEMENT

U-Number: **U15876**

District: Houston
Federal Project No.:
ROW CSJ: 0500-04-137
Highway Project Letting Date: 08-2019

County: Galveston
Highway: IH 45
From: South of FM 1764
To: North of FM 519

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of La Marque, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: Adjustment of existing sanitary sewer utilities that are in conflict with the proposed reconstruction of IH 45 within the City of La Marque, Texas; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the

Initial Date
TxDOT

Initial Date
Utility

facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement – ROW-U-35;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Accounting Method (Attachment "B");
4. Schedule of Work (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment "E");
7. Eligibility Ratio (Attachment "F");
8. Betterment Calculation and Estimate (Attachment "G"); and
9. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

Initial Date
TxDOT

Initial Date
Utility

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of La Marque, Texas
Name of Utility

By: _____
Authorized Signature

Bobby Hocking
Print or Type Name

Title: Mayor

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Houston District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility



SIGNATURE AUTHORITY

U-No. U15876

District: Houston
Federal Project No.:
ROW CSJ No.: 0500-04-137

County: Galveston
IH 45
Contract No.:

WHEREAS, City of La Marque, Texas hereinafter called the **Owner**, deems it necessary and proper to enter into an agreement with the State of Texas, whereby the Texas Department of Transportation will cause the relocation of various facilities operated by City of La Marque, Texas which are in conflict with the Texas Department of Transportation's proposed improvements on IH 45 from South of FM 1764 to North of FM 519.

NOW THEREFORE, be it resolved by the above named **Owner** that Bobby Hocking, Mayor or his successor, is hereby authorized and directed to sign the utility agreement or any other necessary documents required to complete the utility relocation on behalf of the above named **Owner**.

Passed, approved, and adopted this day of , 20 .

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

ATTEST:

Owner: City of La Marque, Texas
Utility Name

By: _____
Authorized Signature

Title: Mayor

Date: _____

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

Notary Public's Signature

Attachment “A”

Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

Initial Date
TxDOT

Initial Date
Utility

**Standard Utility Agreement
Statement of Work
U Number: U15876
City of La Marque, Texas**

Federal Project No.:
Highway: IH 45
ROW CSJ: 0500-04-137
Construction CSJ: 0500-04-105
County: Galveston
Limits: From South of FM 1764 to North of FM 519

Brief Description of Utility Facility(s) to be Adjusted Under This Agreement.

Adjustment of existing City of La Marque sanitary sewer facilities that are in conflict with the proposed reconstruction of IH 45 main lanes and frontage roads from South of FM 1764 to North of FM 519, and included the reconstruction of intersecting roadways along Delany Road, FM 1765 and Vauthier Street in conjunction with the reconstruction of IH 45.

Existing Facility, Proposed Adjustments and Scope of Work:

The City of La Marque is in Galveston County, Texas, and is a part of the Galveston metropolitan area. IH 45 bisects the City of La Marque with existing City facilities along both sides of IH 45, and crossing IH 45 main lanes and frontage roads, with sanitary sewer facilities to serve the residents and businesses in the City of La Marque. Sanitary sewer adjustments were designed to meet Texas Commission on Environmental Quality (TCEQ) requirements.

Sanitary Sewers:

IH 45 Crossing at Duroux Road at Main Lane (ML) Sta. 1557+72: The City of La Marque year 1960 record drawings show existing 18" vitrified clay pipe (VCP) gravity sanitary sewer crossing IH 45 at Duroux Rd. According to the City's record drawings, the 18" VCP sanitary sewer was encased with 30', 44', 44' and 30' sections of 30" dia., 14 gauge, CGM pipe crossing under the SBFR, SBML, NBML and NBFR, respectively. Subsequently, TxDOT installed longitudinal storm drains along the SBFR and NBFR, and installed junction boxes at the intersections of the storm drain/sanitary sewer crossings. On-site inspection by the SUE consultant and City Engineer verified that the 18" VCP was encased with split-casing CGM pipe through the existing junction boxes, that the junction box along the NBFR was leaking sewage, and that the sanitary sewer crossing must be replaced. The replacement 18" sanitary sewer would be at the same flow line elevation as the existing 18" sanitary sewer, would be in 30" dia. steel encasement between the NBFR and SBFR, and would require proposed junction boxes at the storm sewer/sanitary sewer intersections along the NBFR and SBFR. One existing brick manhole on the west side of IH 45 (within existing street ROW) was replaced to accommodate the new crossing, to provide continuance of sewer service, and replace the existing brick manhole that would probably collapse under construction operations.

IH 45 NBFR from ML Sta. 1557+56 to Sta. 1557+75: Two existing brick manholes on the east side of IH 45 (within IH 45 ROW) were replaced to accommodate the new IH 45 crossing, to accommodate/connect the existing 10" and 8" sanitary sewer force mains to the proposed manhole, and to provide continuance of sewer service during the replacement of the existing 18" sanitary sewer crossing IH 45.

Along IH 45 NBFR Between Newman Road and McKinney St., from ML Sta. 1531+40 to ML Sta. 1532+96: 147 LF of existing 10" sanitary sewer and two manholes are in conflict with proposed longitudinal storm sewer along the IH 45 NBFR. As-built plans show existing 10" sanitary sewer at 0.18 % grade that does not meet TCEQ minimum slope criteria of 0.25 % for a 10" sanitary sewer. Replacement with 147 LF of 18" sanitary sewer at 0.12% minimum slope was required as "Forced Betterment" to meet existing sanitary sewer upstream and downstream flow line elevation constraints, and meet TCEQ minimum slope requirements.

Along IH 45 SBFR/Delany Loop Road, from ML Sta. 1439+51 to ML Sta. 1442+53: Adjusted the tops of four existing manholes due to regrading the roadway drainage ditch.

Along IH 45 SBFR/Delany Loop Road, from ML Sta. 1442+53 to ML Sta. 1450+17: 490 LF of existing 10" sanitary sewer and two manholes are in conflict with proposed driveway drainage culverts and roadway ditch along southbound Delany Loop road. As-built plans show existing sanitary sewer has slope of 0.16% profile grade which does not meet the TCEQ required 0.25% minimum grade for 10" sanitary sewer. In order to meet upstream flow line and downstream flow line elevation constraints and meet TCEQ minimum slope requirements, the existing 10" sanitary sewer was replaced with 412 LF of 12" PVC and 78 LF of 18" PVC as "Forced Betterment". Three manholes were adjusted and two manholes were replaced.

FM 1765 at IH 45, at ML Sta. 1511+41: 150 LF of existing 6" sanitary sewer and one manhole was in conflict with FM 1765 pavement widening for a proposed left turn lane. The upstream replacement manhole flow line elevation was maintained to match the existing 6" intercepting offsite sanitary sewer. Replacement with 150 LF of 6" sanitary sewer using TCEQ required minimum slope of 0.50% exceeded the existing 6" sanitary sewer slope and would not allow sewage to flow. 150 LF of proposed 8" sanitary sewer with 0.34 % minimum slope was required as "Forced Betterment" to meet upstream and downstream existing sanitary sewer elevations and meet TCEQ minimum slope requirements. A second manhole was added downstream due to the change in direction of the sanitary sewer.

Right of Way:

The proposed work will not require the acquisition of replacement right of way.

6/27/2019

CONSTRUCTION COST ESTIMATE
UTILITY ADJUSTMENT - SANITARY SEWER
(RCSJ 0500-04-137)
U - Number: U15876

ADJUSTMENT OF SANITARY SEWER IN CONFLICT WITH PROPOSED RECONSTRUCTION/WIDENING OF
 IH 45 MAIN LANES FROM SOUTH OF FM 1764 TO NORTH OF FM 519

ITEM	DESCRIPTION		UNITS	EST. QTY	UNIT COST	AMOUNT
		Buy America				
0400 6005	CEM STABIL BKFL		CY	214	\$40.13	\$8,587.82
0400 6006	CUT & RESTORING PAV		SY	89	\$91.80	\$8,170.20
0402 6001	TRENCH EXCAVATION PROTECTION		LF	487	\$1.47	\$715.89
7017 6005	SANITARY SEWER (8IN) (PVC) (C900)		LF	148	\$72.00	\$10,656.00
7017 6007	SANITARY SEWER (12IN) (PVC) (C900)		LF	168	\$170.00	\$28,560.00
7017 6009	SANITARY SEWER (18 IN) (PVC) (C900)		LF	572	\$223.00	\$127,556.00
7017 6046	CASING (STEEL) (SANITARY SEWER) (30 IN)	*	LF	70	\$250.00	\$17,500.00
7017 6047	MANHOLES (SAN SEWER) (TY 1)		EA	8	\$5,800.00	\$46,400.00
7017 6049	MANHOLE (SAN SEWER) (TY IV)		EA	1	\$15,000.00	\$15,000.00
7017 6055	ADJUSTING MANHOLE (SANITARY SEWER)		EA	8	\$1,664.00	\$13,312.00
7017 6071	JCK BOR OR TUN CSNG(STL)(SAN SWR)(30IN)	*	LF	282	\$420.00	\$118,440.00
7017 6094	REMOVE EXISTING MANHOLE (SANITARY SEWER)		EA	8	\$1,410.00	\$11,280.00
7017 6106	ABAND/FILL EXIST SAN SEWER PIPE (6")		LF	148	\$20.00	\$2,960.00
7017 6108	SANITARY SEWER LATERAL (6")(PVC)		LF	20	\$27.75	\$555.00
7017 6113	REMOVE EXIST SAN SWR PIPE (10")		LF	40	\$15.00	\$600.00
7017 6114	REMOVE EXIST SAN SWR PIPE (12")		LF	170	\$20.00	\$3,400.00
7017 6134	ABAND/FILL EXIST SAN SWR PIPE (10IN)		LF	457	\$26.00	\$11,882.00
7017 6137	ABAND/FILL EXIST SAN SWR PIPE (18IN)		LF	352	\$35.00	\$12,320.00
7017 6161	JCK BOR OR TUN SAN SWR (DI) (12IN)	*	LF	244	\$250.00	\$61,000.00
SANITARY SEWER ADJUSTMENT TOTAL						\$498,894.91

NOTE: All steel and iron material items designated by an asterisk (*) must comply with "Buy America" requirements

Initial _____ Date _____
 TxDOT

Initial _____ Date _____
 Utility

City of La Marque
 TxDOT Expansion (IH 45 CSJ 0500-04-105)
 Sanitary Sewer Line Adjustment Construction
 Tuesday, July 16, 2019

Project Duration: 150 Days (22 weeks)

Item	Description	Units	Est Quantity	Unit Cost	Amount
A. Research, Plan Review, Coordination and Plan Review					
1	City Engineer	Hrs.	40	\$235.00	\$9,400.00
2	Senior Engineer	Hrs.	5	\$175.00	\$875.00
3	Civil Designer II	Hrs.	3	\$125.00	\$375.00
4	Construction Administrator	Hrs.	5	\$125.00	\$625.00
Subtotal Estimated Fee:					\$11,275.00
B. COLM Utility Inspections					
1	Pre-construction Meeting				
	City Engineer	Hrs.	2	\$235.00	\$470.00
	Construction Inspector	Hrs.	2	\$95.00	\$190.00
2	Coordination with City Staff and public relations				
	City Engineer	Hrs.	20	\$235.00	\$4,700.00
	Construction Inspector	Hrs.	12	\$95.00	\$1,140.00
3	COLM Inspections (150 work days or 22 weeks)				
	- City Engineer (Weekly - 2.0 hours)	Hrs.	44	\$235.00	\$10,340.00
	Mileage (40 miles per trip X 22 trip)	Mi.	880	\$0.58	\$510.40
	- Construction Inspector (1.5 hours/day)	Hrs.	225	\$95.00	\$21,375.00
	Mileage (40 miles per trip X 75 trip)	Mi.	3000	\$0.58	\$1,740.00
	- Interim Public Work Director	Hrs.	10	\$48.00	\$480.00
	- Public Work - Foreman - UT22	Hrs.	20	\$25.00	\$500.00
4	Sanitary Sewer Line and Manhole Testings				
	Construction Inspector	Hrs.	30	\$95.00	\$2,850.00
5	Review lab test				
	City Engineer	Hrs.	15	\$235.00	\$3,525.00
6	Submittal Review				
	City Engineer	Hrs.	15	\$95.00	\$1,425.00
7	Substantial Completion Walkthrough				
	City Engineer	Hrs.	8	\$235.00	\$1,880.00
	Construction Inspector	Hrs.	8	\$95.00	\$760.00
8	Final Walkthrough				
	City Engineer	Hrs.	6	\$235.00	\$1,410.00
	Construction Inspector	Hrs.	6	\$95.00	\$570.00
9	Closeout				
	City Engineer	Hrs.	6	\$235.00	\$1,410.00
Subtotal Estimated Fee:					\$55,275.40
Total Estimated Fee:					\$66,550.40

Initial Date Initial Date
 TxDOT Utility

SUMMARY OF SANITARY SEWER ADJUSTMENT QUANTITIES - RCSJ 0500-04-137									
ITEM NO. DESC. CODE	7017 6008	7017 6008	7017 6008	7017 6008	7017 6008	7017 6008	7017 6008	7017 6008	7017 6008
	CEM STABIL BXFL	CUT & RESTORING PAV	TRENCH EXCAVATION PROTECTION	SANITARY SEWER (8IN) (PVC) (C600)	SANITARY SEWER (12IN) (PVC) (C600)	SANITARY SEWER (18 IN) (PVC) (C600)	CASING (STEEL) (SANITARY SEWER) (20 IN)	MANHOLES (SAN SEWER) (TY 1)	MANHOLE (SAN SEWER) (TY 1)
	CY	8Y	LF	LF	LF	LF	LF	EA	EA
SANITARY SEWER									
SHEET 1 OF 8	34	17	60			338			
SHEET 2 OF 8	11		20			9		2	
SHEET 3 OF 8		44	157			147	70	2	1
SHEET 4 OF 8									
SHEET 5 OF 8		6							4
SHEET 6 OF 8	88		250			78		2	1
SHEET 7 OF 8	40	18		148				2	2
SHEET 8 OF 8							70	8	1
PROJECT TOTALS	214	88	487	148	40	572			8

SUMMARY OF SANITARY SEWER ADJUSTMENT QUANTITIES - RCSJ 0500-04-137									
ITEM NO. DESC. CODE	7017 6071	7017 6094	7017 6106	7017 6106	7017 6113	7017 6114	7017 6134	7017 6137	7017 6181
	JCK BOR OR TUN CROSSING SAN SEWER (SAN)	REMOVE EXISTING MANHOLE (SANITARY SEWER)	ABANDON EXIST SAN SEWER PIPE (8")	SANITARY SEWER LATERAL (PVC) (C600)	REMOVE EXIST SAN SEWER PIPE (10")	REMOVE EXIST SAN SEWER PIPE (12")	ABANDON EXIST SAN SEWER PIPE (10IN)	ABANDON EXIST SAN SEWER PIPE (18IN)	JCK BOR OR TUN SAN SEWER (C12 IN)
	LF	EA	LF	LF	LF	LF	LF	LF	LF
SANITARY SEWER									
SHEET 1 OF 8	282	2						352	
SHEET 2 OF 8					40		140		
SHEET 3 OF 8		2							
SHEET 4 OF 8									
SHEET 5 OF 8									
SHEET 6 OF 8		2		20		170	317		244
SHEET 7 OF 8		1	148						
SHEET 8 OF 8				28	40	175	457	352	244
PROJECT TOTALS	282	8	148	28	40	175	457	352	244

NO.	DATE	REVISION	APPROVAL
 CivilCorp ENGINEERS - SURVEYORS 1000 WALNUT STREET, SUITE 100, DALLAS, TEXAS 75201 TEL: 214-742-8818 FAX: 214-742-8828 WWW.CIVILCORP.COM			
Texas Department of Transportation 9 2018 TxDOT			
IH 45 SUMMARY OF UTILITY ADJUSTMENT QUANTITIES			
PROJECT NO.	SHEET 3 OF 3		
STATE	DIST.	COUNTY	SECTION
TEXAS	HOU	GALVESTON	SECTION
0500	04	105	IH 45

WATER LINE AND SANITARY SEWER GENERAL NOTES

1. THE CONTRACTOR WILL NOTIFY CITY OF LA MARQUE MO. P.E. CHASE, ENGINEER (PHONE: 832-88510857, EMAIL: dchase@cityoflamarque.com) 48 HOURS BEFORE STARTING WORK ON WATER MAINS AND SANITARY SEWERS. CLOSING OF EXISTING WATER VALVES WILL BE BY CITY OF LA MARQUE PERSONNEL. FOR ALL CITY INSPECTIONS, SEND REQUESTS TO: Inspector@lamarque-mo-ilo.com.
2. THE CONTRACTOR WILL VERIFY THE LOCATION AND ELEVATION OF ALL WATER MAINS AND SANITARY SEWERS. ALL EXISTING WATER MAINS AND SANITARY SEWERS WILL BE COORDINATED AND APPROVED BY CITY OF LA MARQUE.
3. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING PUBLIC AND PRIVATE UTILITY LINES DURING CONSTRUCTION OF THE EXISTING WATER MAINS AND WASTE WATER COLLECTION SYSTEMS. ALL DAMAGES WILL BE REPAIRED IN ACCORDANCE WITH THE CITY OF LA MARQUE POLICY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LA MARQUE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LA MARQUE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LA MARQUE.
4. OUTLINGS, BULKHOUS, GROUTING, REMOVING, MAINTAIN, CLEANING, AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL SHALL BE PERFORMED BY THE CITY OF LA MARQUE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL ASBESTOS CONTAINING MATERIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL ASBESTOS CONTAINING MATERIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL ASBESTOS CONTAINING MATERIAL.
5. CONTRACT PROPOSED WATER LINES AND SANITARY SEWER BY OPEN CUT EXISTING DRIVEWAYS AND CITY STREETS IN HALF SECTIONS UNLESS OTHERWISE SHOWN ON THE PLANS. CONTRACTOR WILL MAINTAIN PUBLIC ACCESS TO CITY STREETS AND DRIVEWAYS AT ALL TIMES.
6. THE CONTRACTOR WILL REMOVE ABANDONED UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR WILL REMOVE ABANDONED UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR WILL REMOVE ABANDONED UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION.
7. DISPOSAL OF ABANDONED UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION WILL BE SUBSTANDARD TO ITEM 100, PREPARING RIGHT OF WAY.
8. ABANDONED EXISTING WATER MAINS AND SANITARY SEWERS WILL BE FILLED WITH FLOWABLE GROUT. ABANDONED EXISTING WATER MAINS AND SANITARY SEWERS WILL BE FILLED WITH FLOWABLE GROUT. ABANDONED EXISTING WATER MAINS AND SANITARY SEWERS WILL BE FILLED WITH FLOWABLE GROUT.

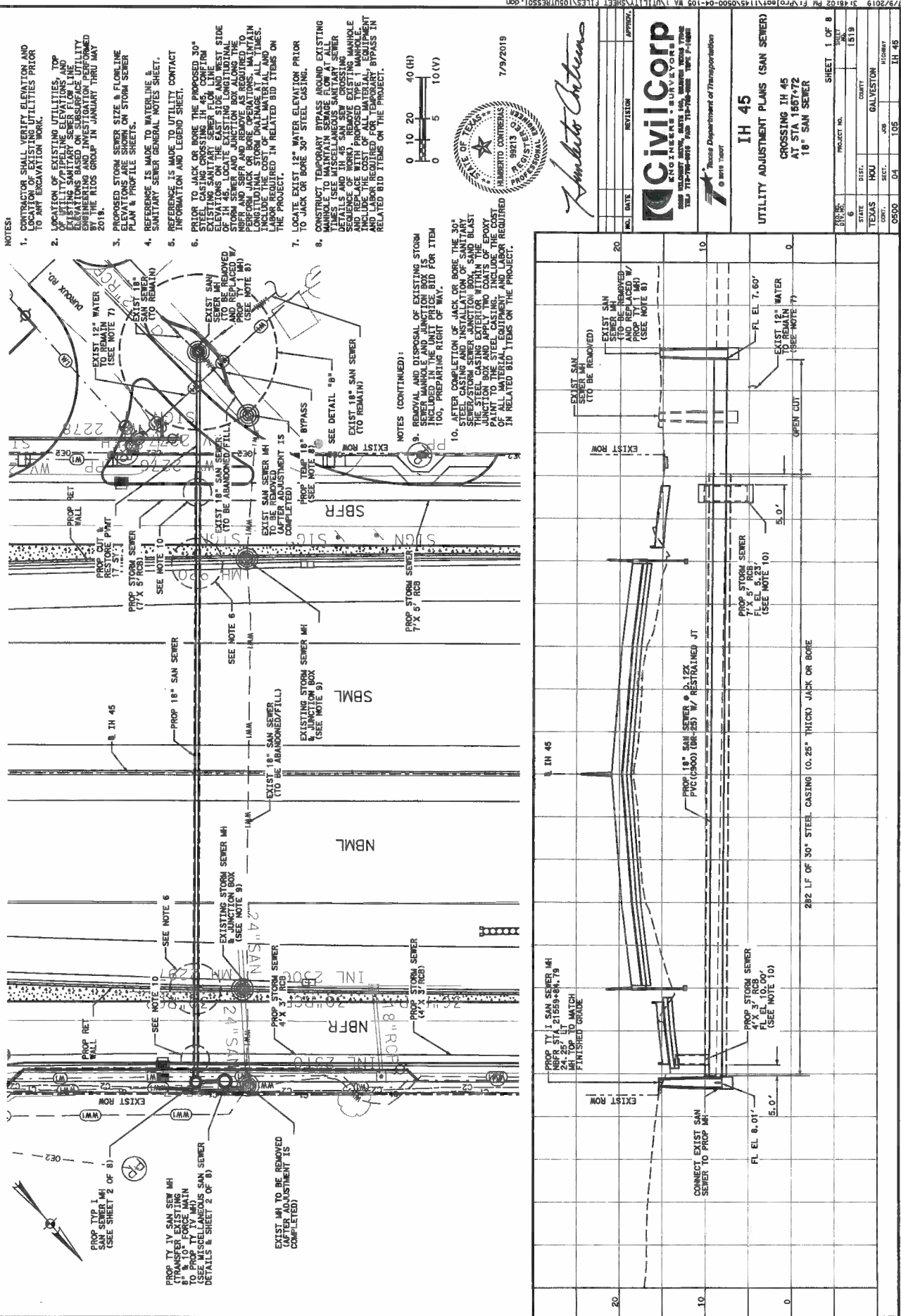
9. PVC SANITARY SEWER PIPE AND FITTINGS WILL BE C900 OR C905, COLOR GREEN, WITH REINFORCED JOINTS.
10. PVC WATER MAIN PIPE AND FITTINGS WILL BE DR18, C900 OR C 905, COLOR BLUE, WITH REINFORCED JOINTS.
11. DUCTILE IRON PIPE AND FITTINGS FOR WATERLINE WILL BE CLASS 500 AND POLYETHYLENE LINED ON THE INSIDE, WITH MECHANICAL JOINTS.
12. ALL WATER LINE VALVES WILL OPEN IN A COUNTER CLOCKWISE DIRECTION AND WILL HAVE REINFORCED JOINTS.
13. THE CONTRACTOR WILL CONNECT ALL EXISTING WATER METERS TO THE PROPOSED WATER LINES. INCLUDE COST OF ALL LABOR AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
14. THE CONTRACTOR MAY BE REQUIRED TO CONSTRUCT SANITARY SEWER BYPASS AND PUMPING SEWAGE TO PROVIDE CONTINUANCE OF SERVICE DURING CONSTRUCTION OPERATIONS. ALL PUMPING SEWAGE WILL BE INCLUDED IN RELATED BID ITEMS ON THE PROJECT.
15. ALL EXISTING MANHOLE RESTRAINERS, INCLUDING BOLT, NUTS AND WASHERS WILL BE REINFORCED WITH 12 TANG THICK CEMENT STABILIZED SAND. ALL EXISTING BOLTS AND NUTS, WILL BE COATED WITH ASPHALTIC MATERIAL AFTER THEY ARE INSTALLED ON THE EXISTING PIPE. INCLUDE COST FOR ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
16. PLUG HOLE IN EXISTING MANHOLES THAT HAVE CONNECTIONS WITH ABANDONED SEWER LINES. MORE THAN 9-INCHES IN DIAMETER WILL BE REINFORCED WITH NO. 4 BARS AT 8-INCHES ON CENTERS. BOTHWAYS WILL INCLUDE COST OF ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
17. PRIOR TO INSTALLING ALL UNDERGROUND WATER LINES, INSTALL A CONTINUOUS NO. 14 COPPER TRACER WIRE LOCATED DIRECTLY OVER BURIED WATER LINES, WITH A TRACER WIRE LOOP ACCESSIBLE AT NATURAL GROUND AT EACH VALVE STACK. TAPE THE TRACER WIRE TO CENTER OF EXISTING WATER MAINS. INCLUDE COST OF ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
18. DEWATERING BY WELL POINT WILL BE REQUIRED TO INSTALL WATER LINES AND SANITARY SEWER. INCLUDE COST OF ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS ON THE PROJECT.
19. CONSTRUCT PROPOSED SANITARY SEWER STARTING AT THE DOWNSTREAM END AND PROCEED UPSTREAM AS FOLLOWS:
 - a) INSTALL NEW SANITARY SEWER LINES AND MANHOLES, INCLUDING TEES AT ALL EXISTING SANITARY SEWER CONNECTIONS. SANITARY SEWER SHALL BE UNINTERUPPTED THROUGHOUT THE PROJECT. INCLUDE COST OF ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN RELATED BID ITEMS DURING INSTALLATION OF NEW SANITARY SEWER LINES.
 - b) TEST NEW SANITARY SEWER LINES AND MANHOLES FOR LEAKAGE.
 - c) CONNECT NEW SANITARY SEWER LINE TO CITY OF LA MARQUE SANITARY SEWER SYSTEM, INCLUDING THE EXISTING SANITARY SEWER LINE IN CONTINUOUS SERVICE.
 - d) INSTALL NEW 6-INCH PVC C900 SEWER SERVICE CONNECTIONS TO NEW SANITARY SEWER LINES. INCLUDE COST OF ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED IN UNIT PRICE BID FOR SANITARY SEWER LATERAL (16") (PVC).
 - e) COMPLETE NEW SANITARY SEWER CONNECTIONS TO ALL EXISTING SANITARY SEWER LINES, THEN ABANDON THE EXISTING SANITARY SEWER LINES.



7/8/2019

Amato Contino

[illegible]

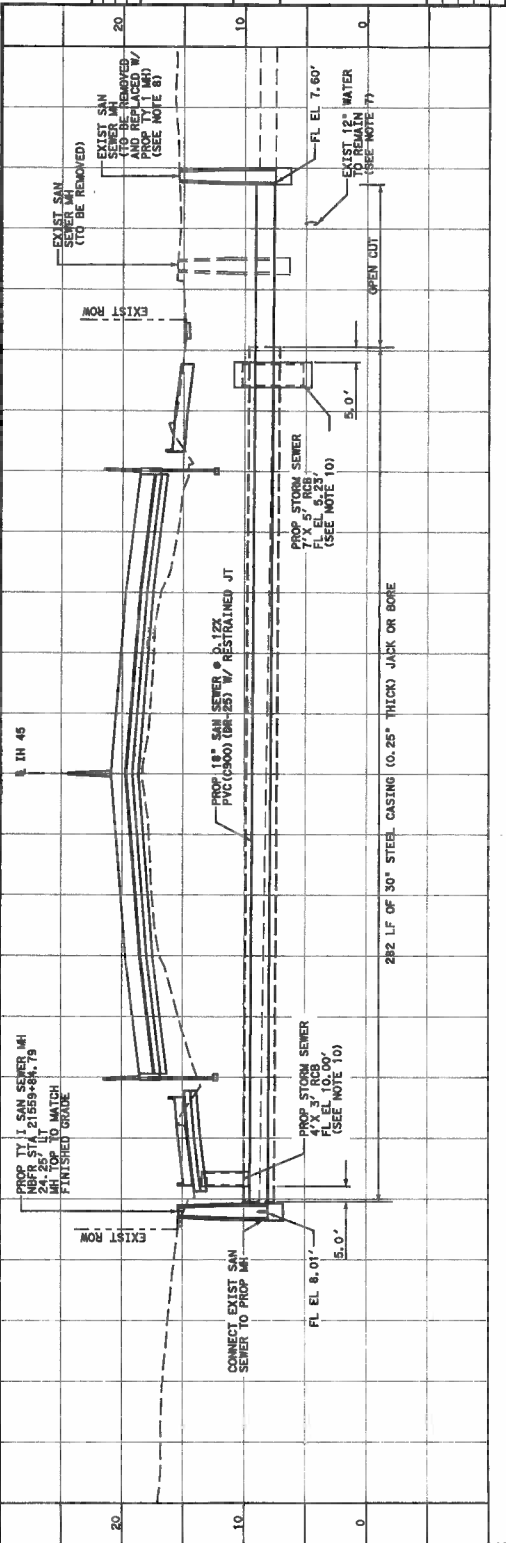


NOTES:

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER, AND EXISTING SANITARY SEWER FLOW AND ELEVATIONS BASED ON SURFACE UTILITY ENGINEERING AND INVESTIGATION PERFORMED BY THE ALOS GROUP IN JANUARY THRU MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
6. PRIOR TO JACK OR BORE THE PROPOSED 30\"/>
7. LOCATE EXIST 12\"/>
8. CONSTRUCT TEMPORARY BYPASS AROUND EXISTING MANHOLE TO MAINTAIN SEWAGE FLOW AT ALL TIMES. SEE MISCELLANEOUS SANITARY SEWER NOTES FOR DETAILS OF TEMPORARY BYPASS SEQUENCE OF WORK. REMOVE EXISTING MANHOLE AND REPLACE WITH PROPOSED TYPE 1 MANHOLE. SEE MISCELLANEOUS SANITARY SEWER NOTES FOR DETAILS OF TEMPORARY BYPASS IN RELATED BID ITEMS ON THE PROJECT.

NOTES (CONTINUED):

9. REMOVAL AND DISPOSAL OF EXISTING STORM SEWER MANHOLE AND JUNCTION BOX IS TO BE COMPLETED BY THE CONTRACTOR. 100% PREPARING RIGHT OF WAY.
10. AFTER COMPLETION OF JACK OR BORE THE 30\"/>



NOTES:

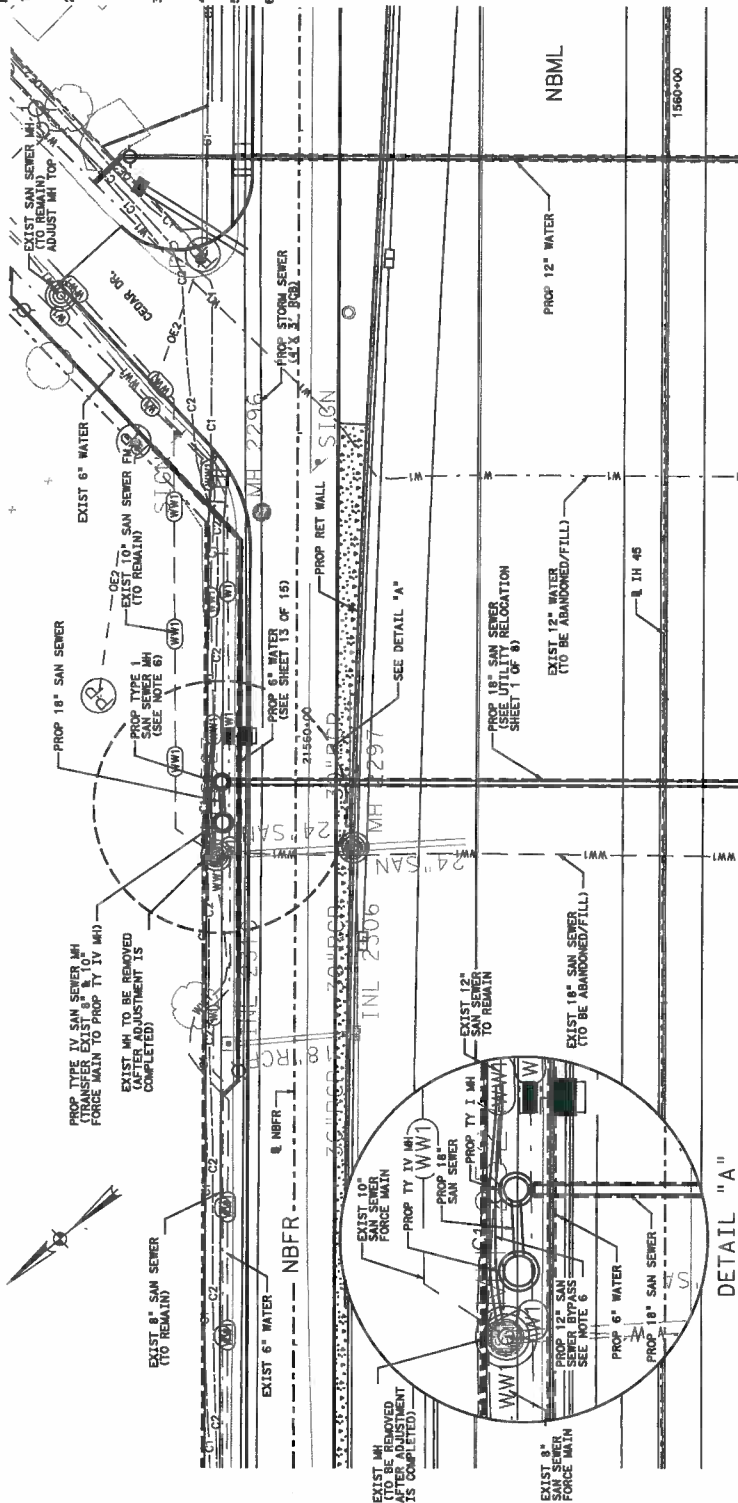
1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER, AND EXISTING SANITARY SEWER FLOW AND ELEVATIONS BASED ON SURFACE UTILITY ENGINEERING AND INVESTIGATION PERFORMED BY THE ALOS GROUP IN JANUARY THRU MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
6. PRIOR TO JACK OR BORE THE PROPOSED 30\"/>
7. LOCATE EXIST 12\"/>
8. CONSTRUCT TEMPORARY BYPASS AROUND EXISTING MANHOLE TO MAINTAIN SEWAGE FLOW AT ALL TIMES. SEE MISCELLANEOUS SANITARY SEWER NOTES FOR DETAILS OF TEMPORARY BYPASS SEQUENCE OF WORK. REMOVE EXISTING MANHOLE AND REPLACE WITH PROPOSED TYPE 1 MANHOLE. SEE MISCELLANEOUS SANITARY SEWER NOTES FOR DETAILS OF TEMPORARY BYPASS IN RELATED BID ITEMS ON THE PROJECT.

NOTES (CONTINUED):

9. REMOVAL AND DISPOSAL OF EXISTING STORM SEWER MANHOLE AND JUNCTION BOX IS TO BE COMPLETED BY THE CONTRACTOR. 100% PREPARING RIGHT OF WAY.
10. AFTER COMPLETION OF JACK OR BORE THE 30\"/>

NOTES:

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES TOP OF UTILITY, FLOWLINE ELEVATION, AND EXISTING SANITARY SEWER FLOW LINE ELEVATION, BASED ON SURFACE ELEVATION, SHALL BE SHOWN ON THE PLAN AND PROFILE SHEETS.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET, INFORMATION AND LEGEND SHEET.
5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
6. CONSTRUCT 12" SAN SEWER BYPASS AND INSTALL TYPE I AND TYPE IV MANHOLES. CONSTRUCT TYPE I AND TYPE IV MANHOLES TO BE REMOVED AFTER ADJUSTMENT IS COMPLETED. REFERENCE IS MADE TO MISCELLANEOUS DETAILS AND IN 45 SAN SEW CROSSING SEQUENCE OF WORK. REFERENCE IS MADE TO MISCELLANEOUS DETAILS AND IN 45 SAN SEW CROSSING SEQUENCE OF WORK. REQUIRED FOR 12" SAN SEWER BYPASS IN FINAL PRICE BID FOR RELATED BID ITEMS ON THE PROJECT.



DETAIL "A"



7/9/2019



Humberto Chirino

Civil Corp
ENGINEERS - SURVEYORS
1500 WEST 15TH STREET, SUITE 100
DALLAS, TEXAS 75203
TEL: 714-988-8877 FAX: 714-988-8877

Texas Department of Transportation
© 2018

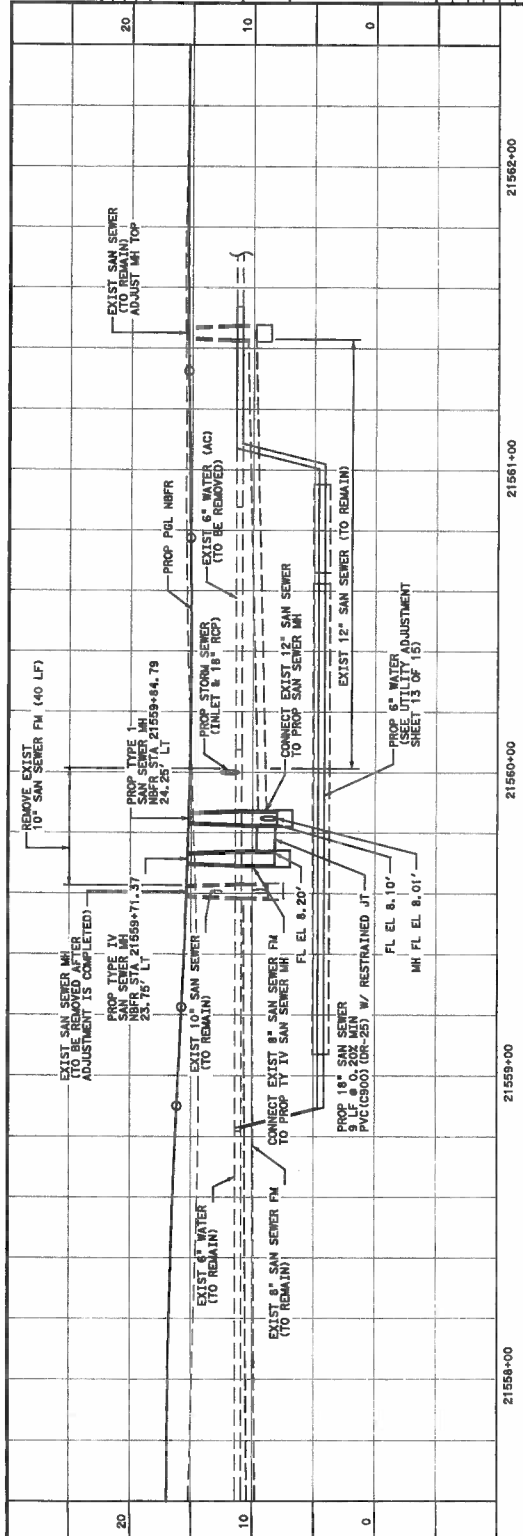
IH 45

UTILITY ADJUSTMENT PLANS (SAN SEWER)

IH 45 NBFR
STA 1557+56 TO STA 1557+75
18" SAN SEWER

SHEET 2 OF 8

FILE NO.	PROJECT NO.	DATE	BY	CHKD.	DATE	BY	CHKD.
6	1557	1557	1557	1557	1557	1557	1557
TEXAS	HOU	1557	1557	1557	1557	1557	1557
0500	04	1557	1557	1557	1557	1557	1557



1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF EXISTING SANITARY SEWER, AND EXISTING SANITARY SEWER SIZE, SHALL BE DETERMINED BY EXISTING ELEVATIONS BASED ON SURFACE ELEVATION. NO ENGINEERING OR INVESTIGATION PERFORMED BY THE RILEY GROUP IN JANUARY THRU MAY 2018.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTRACT, INFORMATION AND LEGEND SHEET.
6. PRIOR TO INSTALLING PROPOSED TYPE 1 MANHOLES AND 18" SANITARY SEWER, CONFIRM EXISTING FLOW LINE ELEVATIONS AND 0.12% SLOPE. REPAIR OR REPLACE EXISTING MANHOLES, RESHAPE BOTTOM OF MANHOLE WITH CLASS "A" CONCRETE TO FORM SMOOTH CHANNEL. REPAIR OR REPLACE EXISTING 18" SANITARY SEWAGE FLOW AT ALL TIMES BY PUMPING. CONSTRUCT MANHOLE TOP TO MATCH PAVERS. REPAIR OR REPLACE EXISTING 18" SANITARY SEWER REQUIRED IN UNIT PRICE BID FOR RELATED ITEMS ON THE PROJECT.
7. SAW CUT (FULL DEPTH) SEWER EXISTING. PAVERS AT SANITARY SEWER CROSSING. INSTALL PAVED SANITARY SEWER AS SHOWN ON THIS PLAN. SEE SANITARY SEWER PLAN. GENERAL NOTES ON SHEET 1505.

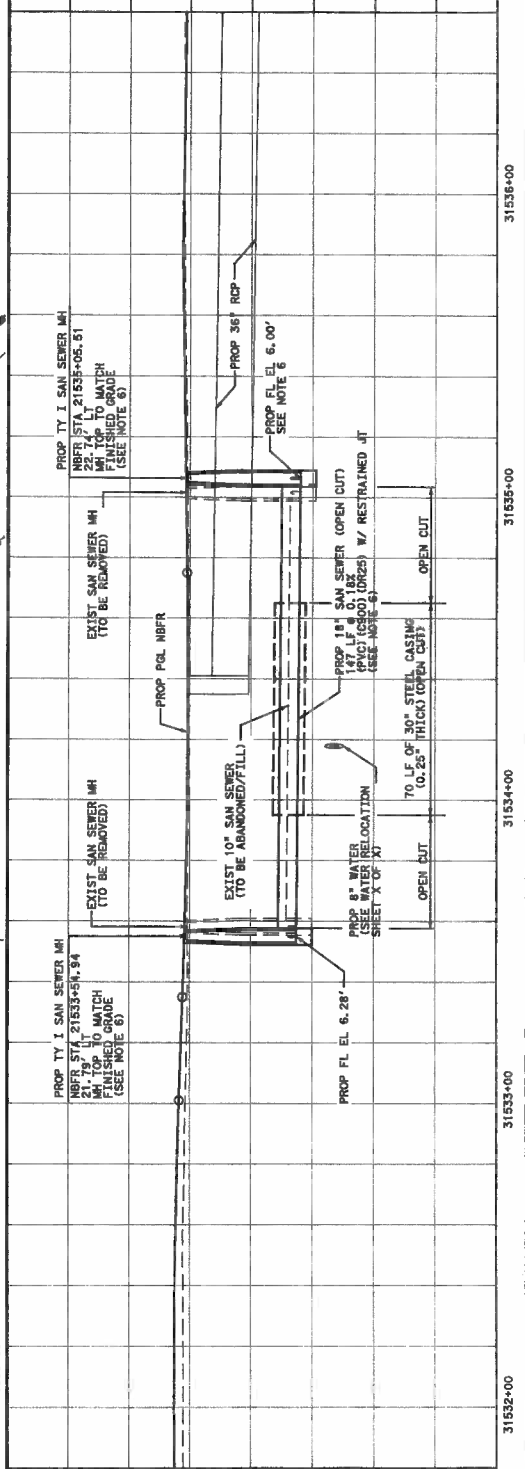


Kindly Continue



IH 45
UTILITY ADJUSTMENT PLANS (SAN SEWER)
IH 45 NBFR
STA 1531+40 TO STA 1532+96
18" SAN SEWER

FEED NO.	PROJECT NO.	SHEET NO.
6		1521
STATE	COUNTY	
TEXAS	GALVESTON	
CONTRACT	JOB	HIGHWAY
0500	04 105	1H 45



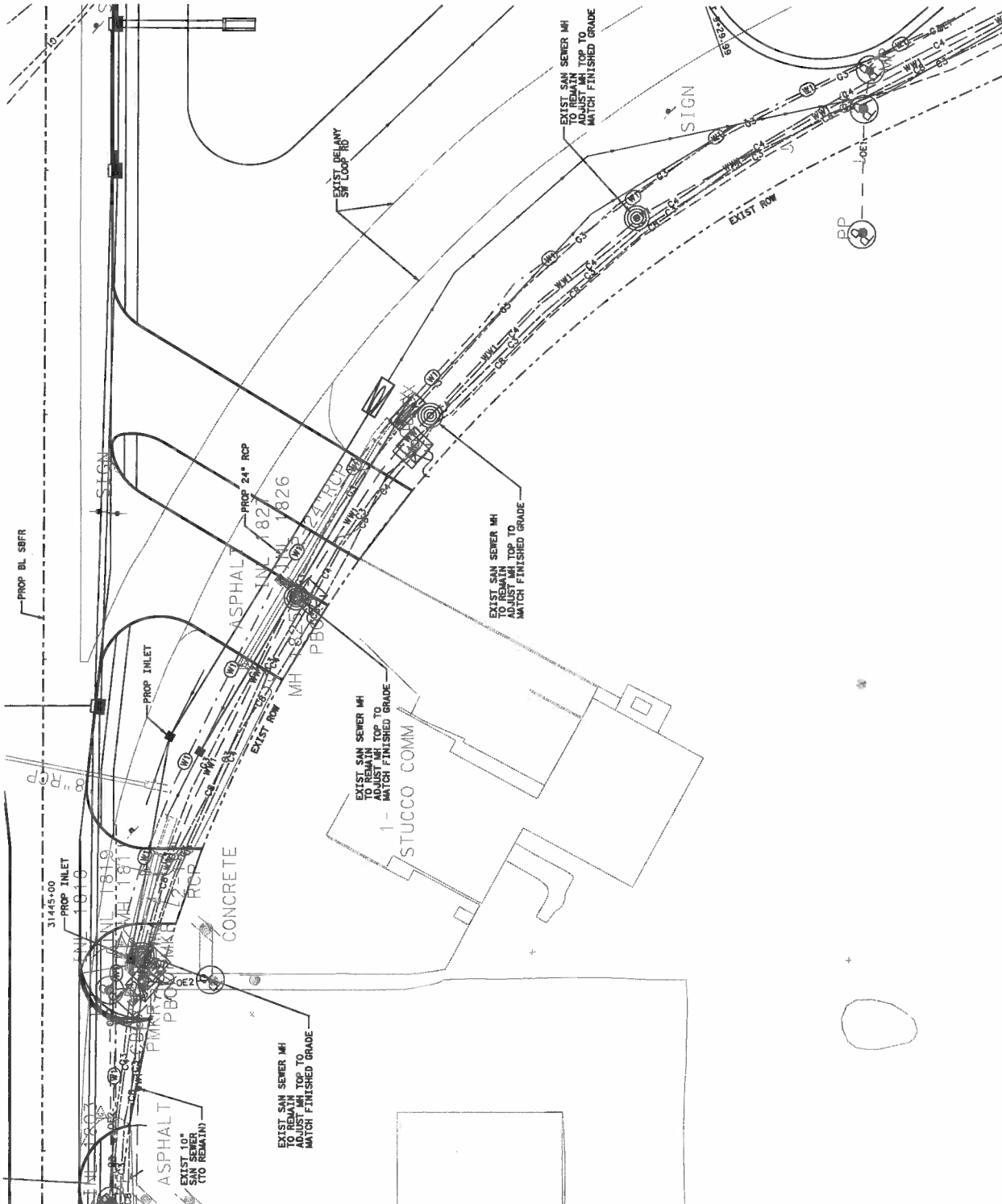
- NOTES:
1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
 2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY PIPELINE ELEVATIONS AND ELEVATIONS BASED ON SURFACE UTILITY ENGINEERING AND INVESTIGATION PERFORMED 2018. THE RIOS GROUP IN JANUARY THRU MAY 2018.
 3. PROPOSED STORM SEWER SIZE & FLOW LINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
 4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
 5. INFORMATION AND LEGEND SHEET.
 6. SEE DELAY SAN LOOP UTILITY RELOCATION SHEETS FOR ADDITIONAL INFORMATION ON SAN SEWER RELOCATION AND ADJUSTMENT OF EXISTING SAN SEWER MANHOLES.



7/9/2019

Handwritten signature: Fernando Chertea

NO.	DATE	REVISION	APPROVAL
Civil Corp ENGINEERS - SURVEYORS 11450500-04-105 WA 1/UTILITY SHEET FILES\105UTR5504.dgn 713-745-2019 FAX 713-745-2000			
Texas Department of Transportation © 2019 TxDOT			
IH 45 UTILITY ADJUSTMENT PLANS (SAN SEWER)			
IH 45 SBFR STA 1439+51 TO STA 1442+53 EXIST MH ADJUST			
SHEET 4 OF 8			
PROJECT NO.	1522	COUNTY	GALVESTON
DATE		HOU	
TEXAS		SEC.	
0500	04	105	
			IH 45



- NOTES:
1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
 2. LOCATION OF EXISTING UTILITIES, TOP OF MAINLINE, AND TOP OF SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SUBSURFACE UTILITY INVESTIGATION REPORT DATED JANUARY 2019.
 3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
 4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
 5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
 6. SEE SHEET 7 OF 8 FOR PROPOSED SAN SEWER PROFILE AND ADDITIONAL UTILITY ADJUSTMENT DETAILS.
 7. SAN CUT (FULL DEPTH) AND REMOVE EXISTING SANITARY SEWER AND REINSTALL SANITARY SEWER ON THIS PLAN SHEET. RESTORE PAVEMENT PER GENERAL NOTES ON SHEET 1.



7/9/2019

Handwritten signature: Humberto Chetum

NO.	DATE	REVISION	APPROVAL

Civil Corp
ENGINEERS - SURVEYORS
11400 WEST 14TH STREET, SUITE 100
HOUSTON, TEXAS 77057
TEL: 713-792-2013 FAX: 713-792-2008 TOLL FREE: 1-800-875-1000

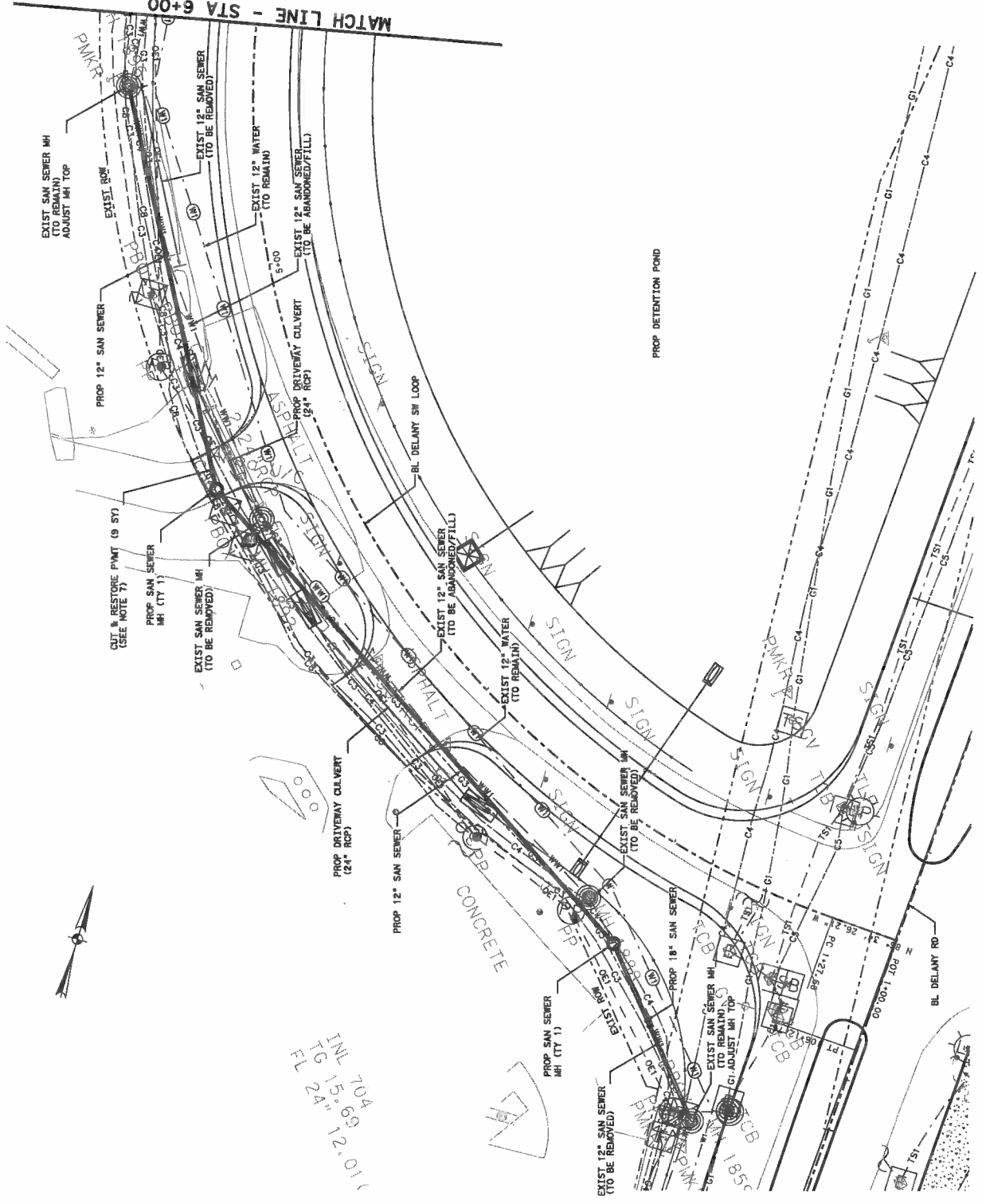
Texas Department of Transportation
© 2019 TxDOT

IH 45

UTILITY ADJUSTMENT PLANS (SAN SEWER)

DELANY SW LOOP
AT IH 45 STA 1446+00 TO STA 1450+17
12" & 18" SAN SEWER

PROJECT NO.	1523
DIST.	HOU
COUNTY	TEXAS
SECTION	0500
ROW	04
ROW	04
SHEET	5 OF 8



INL 704
TG 15.69
FL 24" 12.01'



NOTES:

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY PIPELINE ELEVATIONS, AND EXISTING SANITARY SEWER FLOW LINE ELEVATIONS BASED ON SURFACE UTILITY ENGINEERING DATA PROVIDED BY THE RIOS GROUP IN JANUARY THRU MAY 2019.
3. PROPOSED STORM SEWER SIZE & FLOWLINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
6. SEE SHEET 7 OF 8 FOR PROPOSED SAN SEWER PROFILE AND ADDITIONAL UTILITY ADJUSTMENT DETAILS.



7/9/2019

Amato Chetum

NO.	DATE	REVISION	APPROVAL

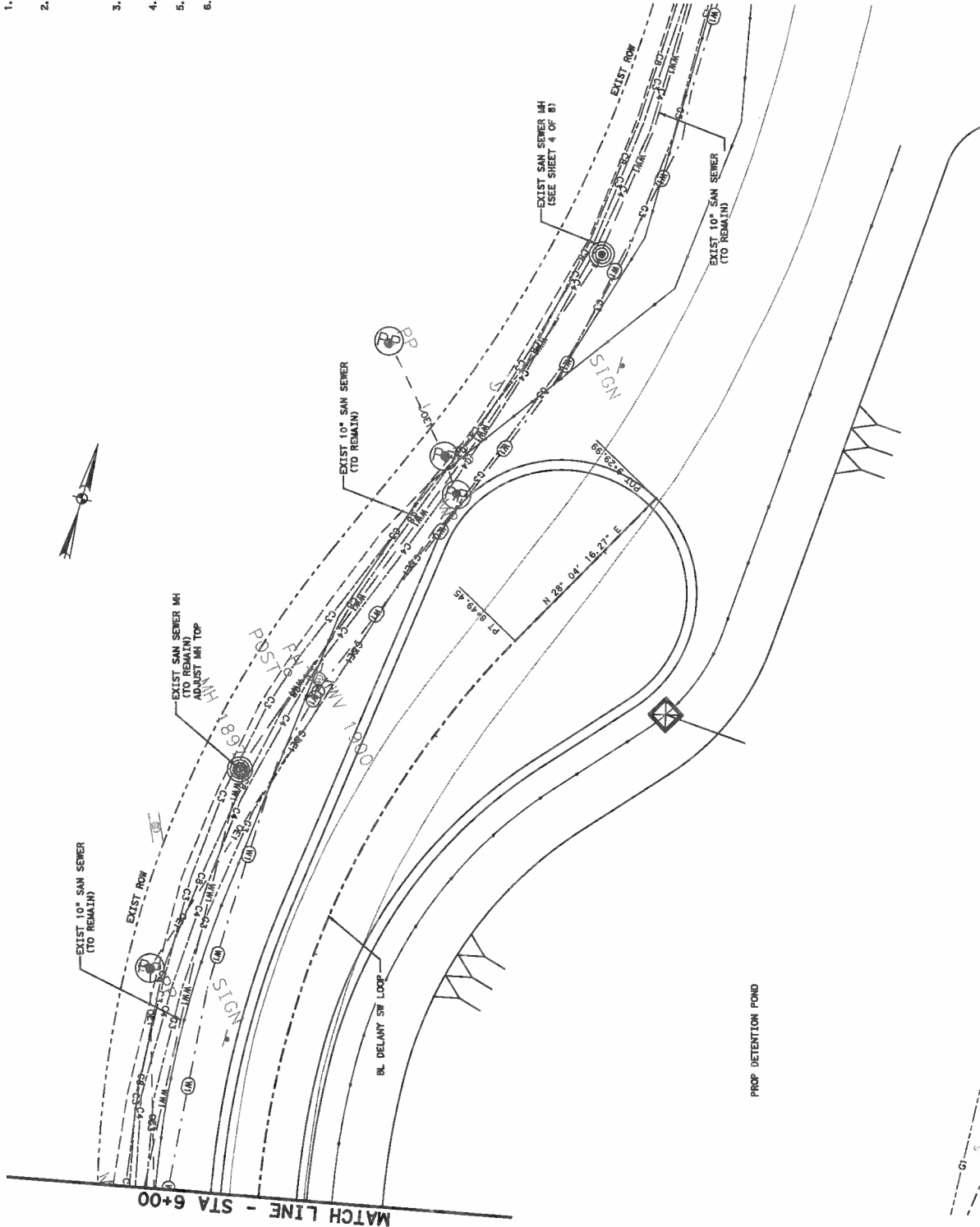
Civil Corp
ENGINEERS & SURVEYORS
1000 WEST 14TH STREET, SUITE 100
DALLAS, TEXAS 75203
TEL: 714-700-0015 FAX: 714-700-0000



IH 45
UTILITY ADJUSTMENT PLANS (SAN SEWER)

DELANY SW LOOP
AT IH 45 STA 1442+53 TO STA 1445+07
12" & 18" SAN SEWER

PROJECT NO.	1524
COUNTY	GALLVESTON
ROUTE	105
SECTION	04
SHEET	6 OF 8
DATE	7/9/2019



BGRVBS

7/9/2019 3:48:05 PM F:\PROJECT\1145\0500-04-105 WA 1\UTILITY\15\05\UTRESS08.dgn

NOTES:

1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.

2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY PIPELINE ELEVATIONS, AND EXISTING SANITARY SEWER FLOW LINE ELEVATIONS. THE INFORMATION WILL BE USED BY THE ENGINEERING AND INVESTIGATION PERSONNEL BY THE RIOS GROUP IN JANUARY THRU MAY 2018.
3. PROPOSED STORM SEWER SIZE & FLOW LINE PLAN & PROFILE SHEETS, AND STORM SEWER MANHOLE AND MANHOLE SCHEDULE SHEETS.
4. REFERENCE IS MADE TO WATERSHED & SANITARY SEWER GENERAL NOTES SHEET.
5. REFERENCE IS MADE TO UTILITY CONTRACT INFORMATION AND LEGEND SHEET.
6. PRIOR TO INSTALLING PROPOSED TYPE 1 MANHOLES AND 12" AND 18" SANITARY SEWERS, THE EXISTING FLOW LINE ELEVATION, 3' MIN. COVER, 12" AND 18" SANITARY SEWER, AND UPSTREAM TELE & 3" AND 6" DRAINAGE MIN. SLOPE FOR THE 12" AND 18" SAN. SEWERS, SHALL BE DETERMINED. THE INFORMATION WILL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIAL REQUIRED IN UNIT PRICE BID FOR RELATED BID ITEMS ON THE PROJECT.
7. RESHAPE BOTTOM OF EXISTING MANHOLE WITHIN CHANNEL. THE PROPOSED SANITARY SEWER SHALL BE INSTALLED WITHIN EXISTING MANHOLE AND MAINTAIN SEWAGE FLOW LINE ELEVATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO MATCH FINISHED GRADE TO EXISTING GRADE. THE INFORMATION WILL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIAL REQUIRED IN UNIT PRICE BID FOR RELATED BID ITEMS ON THE PROJECT.



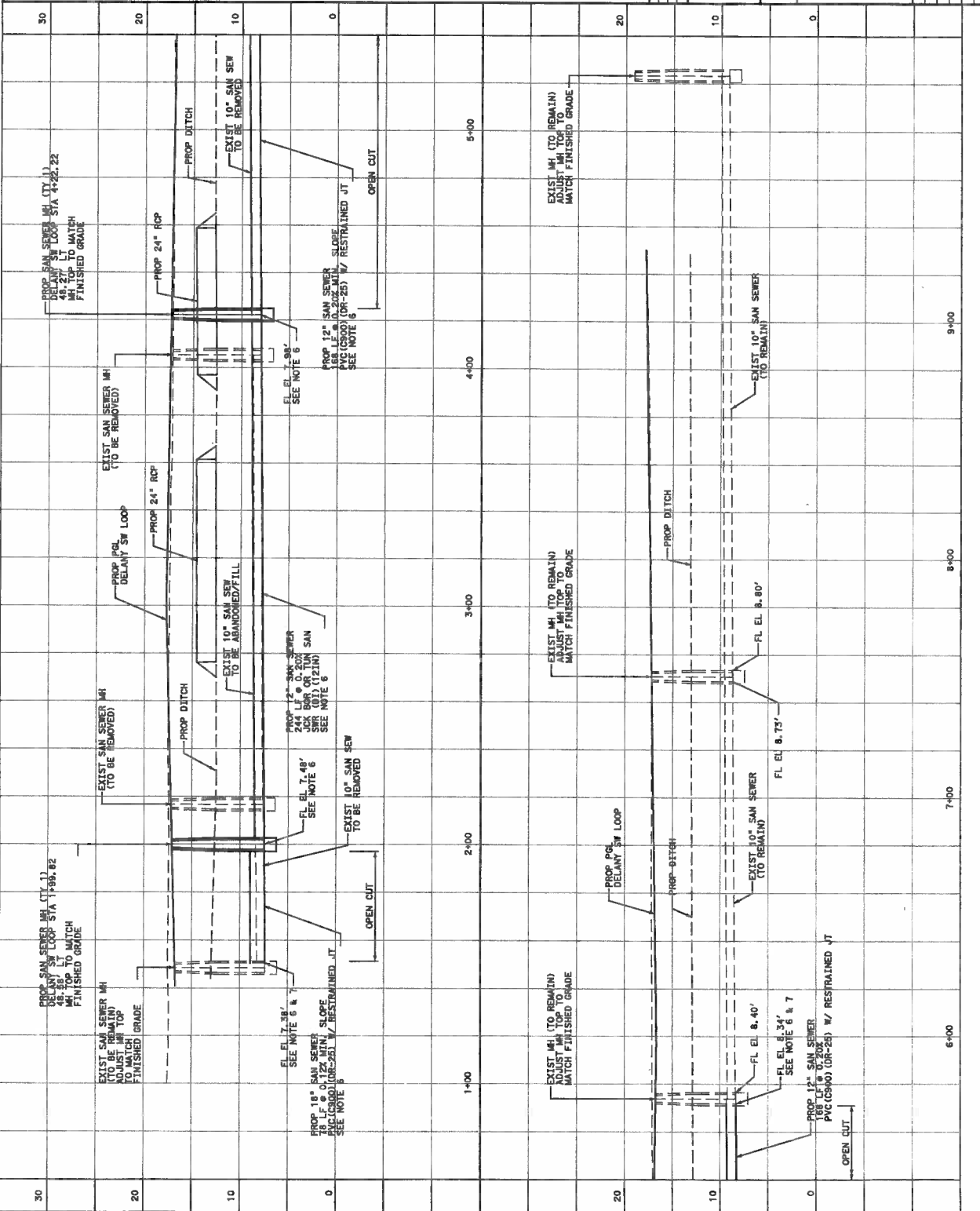
Amato Antonio



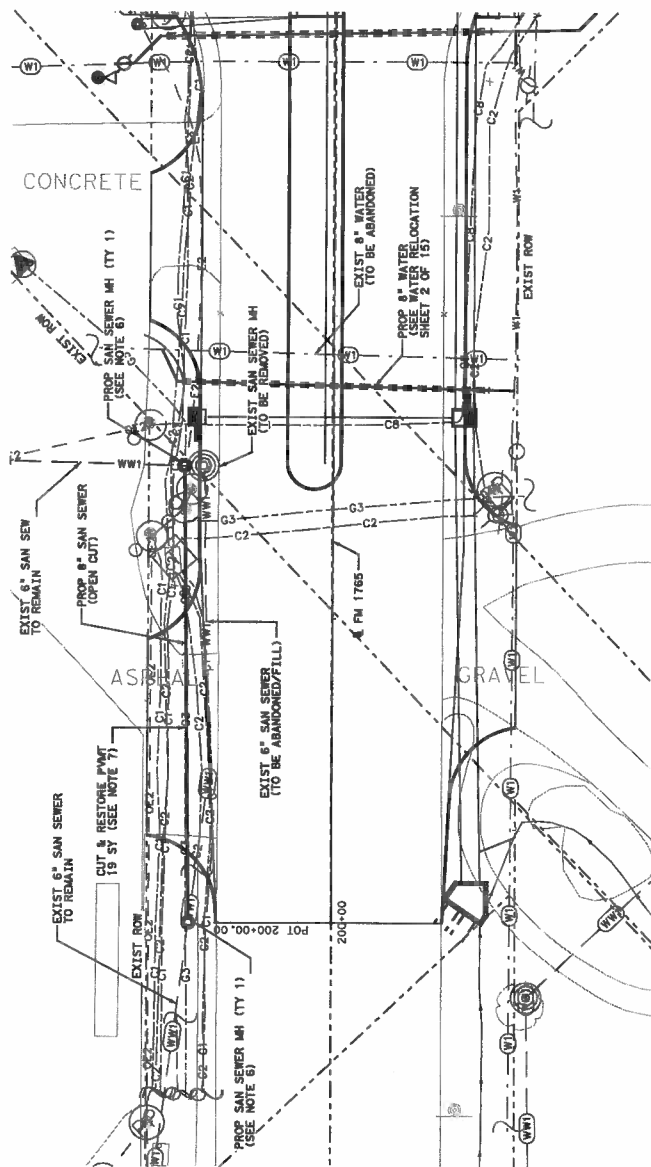
 Texas Department of Transportation
© 2019 TxDOT

DELANY SW LOOP
AT IH 45 STA 1442+53 TO STA 1450+17
12" & 18" SAN SEWER

SHEET NO.	PROJECT NO.	SHEET NO.
6		1825
STATE	DIST.	COUNTY
TEXAS	HOU	GALVESTON
CORR.	SECT.	HIGHWAY
0-00	0-1	711-2B



1. CONTRACTOR SHALL VERIFY ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION WORK.
2. LOCATION OF EXISTING UTILITIES, TOP OF UTILITY PIPELINE ELEVATIONS AND DEPTHS SHALL BE VERIFIED BY UTILITY ENGINEERING AND INVESTIGATION PERFORMED BY THE RIOS GROUP IN JANUARY THRU MAY 2013.
3. PROPOSED STORM SEWER SIZE & FLOW LINE ELEVATIONS ARE SHOWN ON STORM SEWER PLAN & PROFILE SHEETS.
4. REFERENCE IS MADE TO WATERLINE & SANITARY SEWER GENERAL NOTES SHEET, REFERENCE IS MADE TO UTILITY CONTACT INFORMATION AND LEGEND SHEET.
5. PRIOR TO INSTALLING PROPOSED MANHOLES & 1" SANITARY SEWER, CONFIRM EXISTING FLOW LINE ELEVATIONS & 0.34% MINIMUM SLOPE. EXISTING MANHOLES SHALL BE REGRADED BOTTOM OF MANHOLE TO MATCH CONCRETE TO FORM SHOULDER CHANNEL. LITTLE EXISTING SAND SPILL TO PROTECT MAIN, MAINLINE SHALL BE REMOVED TO EXPOSE MAINLINE. CONSTRUCT MANHOLE TOP TO MATCH FINISHED GRADE. INCLUDE ALL LABOR AND MATERIAL ITEMS IN THE PROJECT BID AND FOR RELATED BID ITEMS ON THE PROJECT.
6. SAW CUT (FULL DEPTH) AND REMOVE EXISTING PAVEMENT AT SANITARY SEWER CROSSING. INSTALL SAND AND SANITARY SEWER AS SHOWN ON THIS PLAN SHEET. SANITARY SEWER GENERAL NOTES ON SHEET 1303.



7/9/2019



Amato Antenna

[illegible]

Civil Corp
ENGINEERS • SURVEYORS
8005 KILGORE AVE., SUITE 100, DALLAS TEXAS 75242
TEL: 714-788-0010 FAX: 714-788-0002 TOLL: 1-800-541-0000

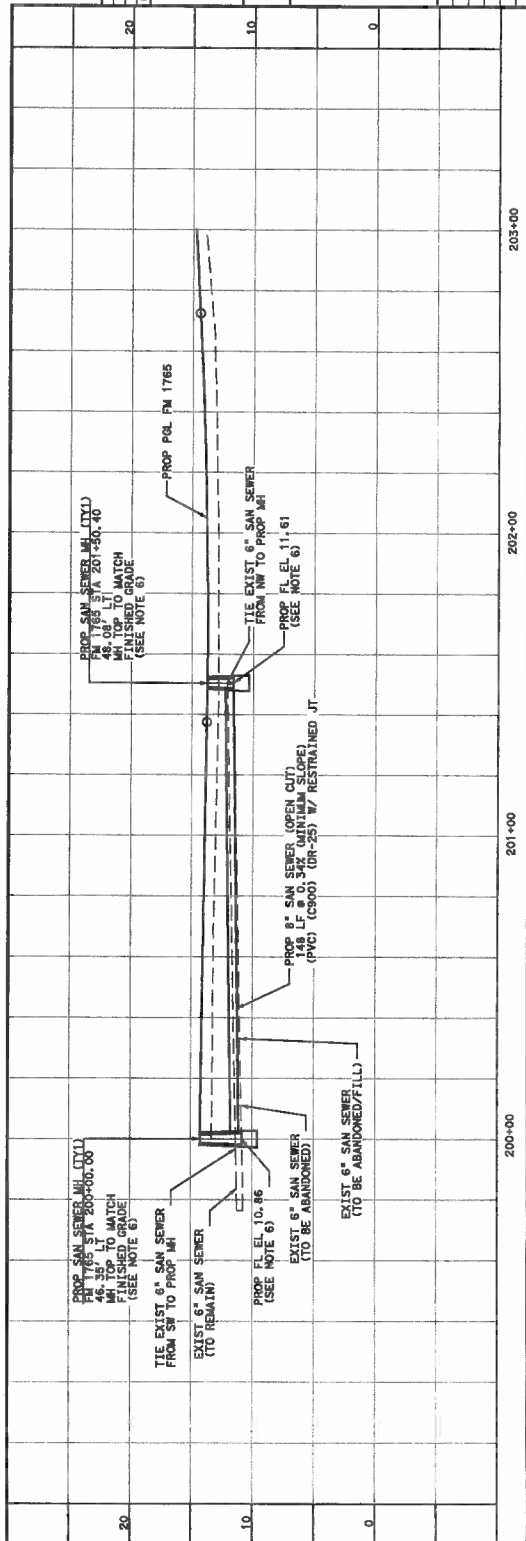


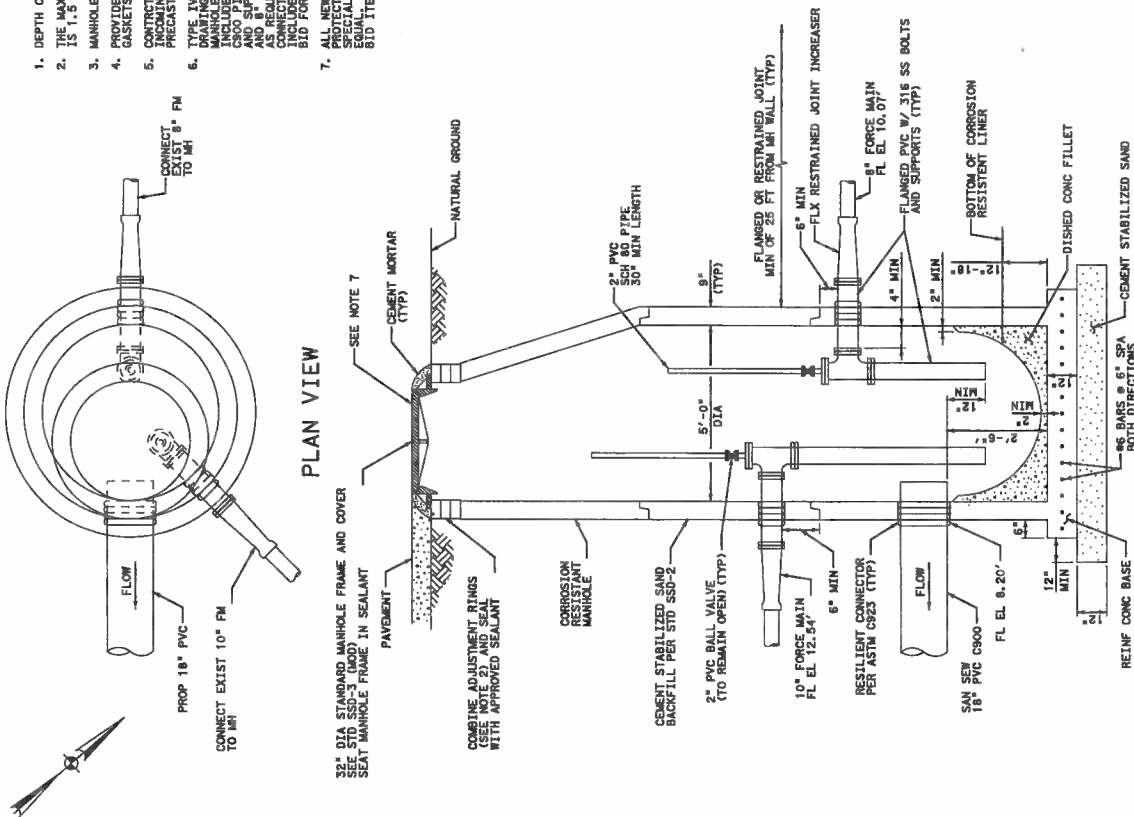
IH 45

UTILITY ADJUSTMENT PLANS (SAN SEWER)

FM 1765
AT IH 45 STA 1511+41
8" SAN SEWER

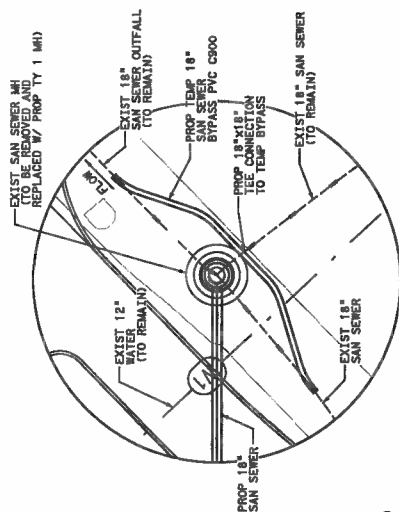
SHEET 8 OF 8	
PROJECT NO.	1526
COUNTY	
GALVESTON	
DIST.	HOU
STATE	TEXAS
CONF.	CONF.
JOB	105
SECTION	04
TRAIL	0500
DATE	11 45





SANITARY SEWER
MANHOLE TYPE IV (PRECAST)

- TYPE IV MANHOLE NOTES:**
1. DEPTH OF MANHOLE DETERMINES PRECAST SECTIONS REQUIRED.
 2. THE MAXIMUM TOTAL HEIGHT OF THE PRECAST ADJUSTMENT RINGS IS 1.5 FT.
 3. MANHOLE SHALL BE ECCENTRIC PRECAST CONCRETE.
 4. PROVIDE JOINTS BETWEEN PRECAST SECTIONS, WITH O-RING GASKETS CONFORMING TO ASTM C443.
 5. CONTRACTOR SHALL DETERMINE LOCATIONS/DIRECTIONS OF INCOMING 8" AND 10" FORCE MAINS PRIOR TO FABRICATION OF PRECAST TYPE IV MANHOLE.
 6. TYPE IV MANHOLE SHALL BE IN ACCORDANCE WITH CITY OF HOUSTON DRAINAGE NO. 00002-01, SANITARY SEWER CORROSION RESISTANT MANHOLES. TYPE IV MANHOLES SHALL INCLUDE CORROSION RESISTANT LINER, FLANGED PVC, 18" DIA, CS90 PIPE WITH STAINLESS STEEL BOLTS, WASHERS, NUTS, INCREASER AND 8" MIN. RESTRAINED JOINT. INCREASER, INCREASER AND 8" MIN. RESTRAINED JOINT SHALL BE INSTALLED AS REQUIRED TO CONSTRUCT TEMPORARY FORCE MAIN BYPASS AND TO CONNECT EXISTING 8" AND 10" FORCE MAINS TO THE TYPE IV MANHOLE. THE INCREASER SHALL BE INSTALLED IN THE TYPE IV MANHOLE. BID FOR MANHOLES (SAN SEWER) (TY) 1" COMPLETE IN PLACE.
 7. ALL NEW MANHOLES SHALL INCLUDE AN INFLOW PROTECTOR DISH. THE INFLOW PROTECTOR SHALL BE "NO FLOW IN-FLOW DISH" AS SUPPLIED BY CONTRACTOR SPECIALTIES & SUPPLY CO., SAN ANTONIO, TX. (210) 497-9407 OR APPROVED EQUIVALENT. PROVIDE ALL COSTS OF LABOR, EQUIPMENT AND MATERIAL IN RELATED BID ITEMS ON THE PROJECT.



DETAIL "B"
(SEE SAN SEWER SHEET 1 OF 8)

- IH 45 SAN SEWER CROSSING SEQUENCE OF WORK:**
1. ADJUST 6-INCH WATERLINE ON EAST SIDE OF IH 45 (SEE SHEET 13 OF 15).
 2. JACK OR BORE 30-INCH STEEL CASING CROSSING IH 45 (SEE SHEET 1 OF 8).
 3. CONSTRUCT 18" SAN SEWER BYPASS ON EAST SIDE OF IH 45. INSTALL TYPE IV MANHOLE TYPE IV SAN SEWER MANHOLES AND INSTALL 18" SAN SEWER CONNECTION BETWEEN TYPE IV AND TYPE IV MANHOLES (SEE SHEET 2 OF 8). MAINTAIN SEWAGE FLOW AT ALL TIMES.
 4. CONSTRUCT TEMPORARY 18" SAN SEW BYPASS ON THE WEST SIDE OF IH 45 AND INSTALL TYPE IV SAN SEW MANHOLE (SEE SHEET 1 OF 8 AND MISCEL SAN SEW DETAILS). MAINTAIN SEWAGE FLOW AT ALL TIMES.
 5. INSTALL 18" SAN SEW CROSSING IH 45 AND CONNECT TO TYPE 1 MANHOLES EAST AND WEST OF IH 45.
 6. INSTALL 18" SAN SEW OUTFALL ON THE WEST SIDE OF IH 45 TO THE TYPE 1 MANHOLE AND KEEPING THE TEMPORARY 18" BYPASS IN OPERATION.
 7. CONNECT THE EXISTING 12" GRAVITY SAN SEW TO THE TYPE 1 MANHOLE ON THE EAST SIDE OF IH 45. CONNECT THE 10" SAN SEW FORCE MAIN TO THE PROPOSED TYPE IV MANHOLE.
 8. CONNECT THE EXISTING 8" SAN SEW FORCE MAIN TO THE PROPOSED TYPE IV MANHOLE.
 9. REMOVE TEMPORARY BYPASS ON THE WEST SIDE OF IH 45 AND CONNECT THE EXISTING 18" SAN SEW TO THE TYPE 1 MANHOLE, AND PERMANENT CONNECTION FOR 18" SAN SEW OUTFALL TO THE TYPE 1 MANHOLE.
 10. REMOVE TWO EXISTING MANHOLES AND ABANDON/FILL EXISTING 18" SANITARY SEWER.



Humberto Contreras

NO.	DATE	REVISION	APPROVAL

CivilCorp
ENGINEERS - SURVEYORS
1000 WILSON AVENUE, SUITE 100, HOUSTON, TEXAS 77002
TEL 713-766-4610 FAX 713-766-0000 TOLL FREE 1-800-800-0000

Texas Department of Transportation
© 2019

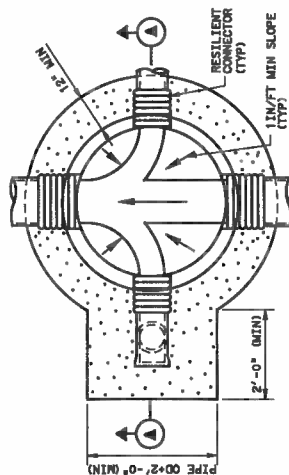
IH 45

MISCELLANEOUS
SANITARY SEWER DETAILS

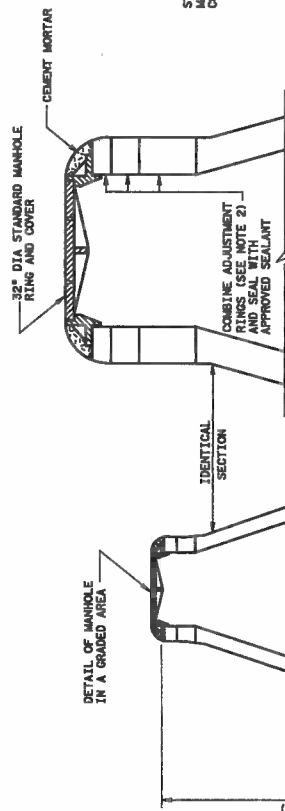
PROJECT NO.	1528
SHEET NO.	1 OF 1
STATE	TX
COUNTY	HOUSTON
CITY	GALVESTON
DATE	06/01/2019
BY	04
CHECKED BY	105
DATE	06/01/2019

GENERAL NOTES:

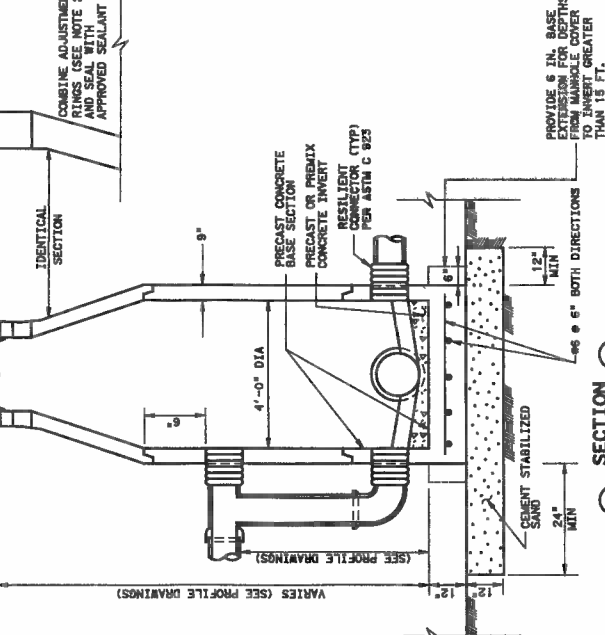
1. DEPTH OF MANHOLE DETERMINES SECTIONS REQUIRED.
2. THE MAXIMUM TOTAL HEIGHT OF THE ADJUSTMENT RINGS IS 1.5 FT.
3. INSTALL MANHOLE DROP AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN THE PLAN AND PROFILE DRAWINGS.
4. ECCENTRIC PRECAST CONCRETE MANHOLE MAY BE USED.
5. FOR PRECAST SECTIONS, PROVIDE JOINTS BETWEEN SECTIONS, WITH O-RING GASKETS CONFORMING TO ASTM C 443.
6. WHERE RIGID JOINTS BETWEEN PIPE AND CAST-IN-PLACE MANHOLE ARE REQUIRED, THE JOINTS SHALL BE SET BY THE CONTRACTOR USING THE PHYSICAL PROPERTY REQUIREMENTS OF ASTM C 923, SUCH AS PRES-SEALING SERIES, OR APPROVED EQUIV.
7. ALL NEW MANHOLES AND ADJUSTED MANHOLES SHALL INCLUDE AN IN-FLOW PROTECTOR (ASTM C 923) AND A FLOW RESTRICTOR (ASTM C 923) TO PREVENT BACKFLOW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER SETTING OF THE PROTECTOR AND RESTRICTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER SETTING OF THE PROTECTOR AND RESTRICTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER SETTING OF THE PROTECTOR AND RESTRICTOR.



FOUNDATION PLAN
(PRECAST MANHOLE)



SECTION A-A



SECTION B-B



Humberto Contreras 7/19/2019

Texas Department of Transportation
Houston District (Hoodway)

SANITARY SEWER DETAILS

SSD-1 (MOD)

MANHOLE TYPE I (CAST-IN-PLACE)

SECTION A-A
MANHOLE TYPE I (PRECAST)

FILE NO.	STAGE	DATE	BY	CHK	APP	DATE	BY	CHK	APP	DATE	BY	CHK	APP
SSD-1	DESIGN	MAY 2008	CONTR	NOI	6								
SSD-1	CONSTRUCTION	MAY 2008	CONTR	NOI	6								
SSD-1	AS-BUILT	MAY 2008	CONTR	NOI	6								
SSD-1	AS-BUILT	MAY 2008	CONTR	NOI	6								

SHEET 1 OF 4

1. GROUTING THE MANHOLE STRUCTURE ANNULAR SPACE IS PERMITTED IN CASES WHERE INSUFFICIENT WORK SPACE EXISTS FOR PLACING AND COMPACTING CEMENT STABILIZED SAND.
2. ARRANGE PIPE JOINTS AS SHOWN WHEN USING RIGID CONNECTION TO CAST IN PLACE MANHOLE BASE.

- ALL NEW MANHOLES AND ADJUSTED MANHOLES SHALL INCLUDE AN INFLOW PROTECTOR DISH. THE INFLOW PROTECTORS SHALL BE NO FLOW IN-FLOW DISH, AS SUPPLIED BY CONTRACTOR SPECIALTIES & SUPPLY CO., SAN ANTONIO, TX (210) 497-8407 OR APPROVED EQUAL. INCLUDE ALL COST OF LABOR, EQUIPMENT AND MATERIAL IN RELATED BID ITEMS ON THE PROJECT.

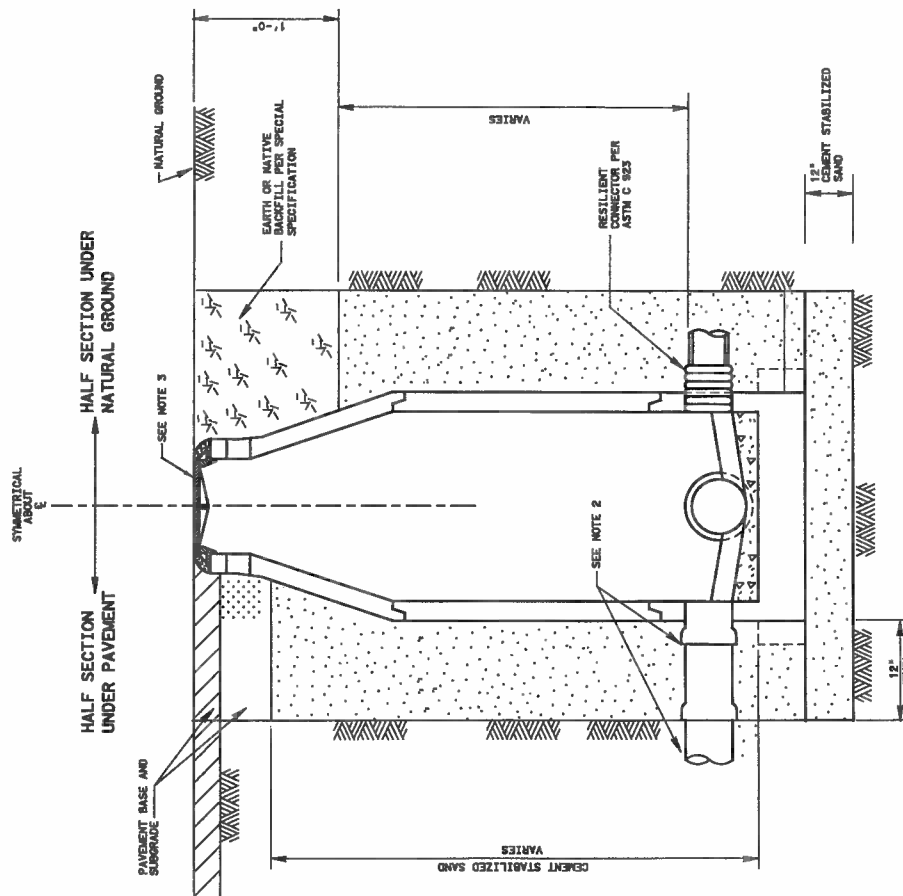
4. USE THIS DETAIL ONLY FOR DRY STABLE TRENCH CONDITIONS.

5. MIN. TRENCH WIDTH IS PIPE OD PLUS AN ALLOWANCE "A" FOR THE NOMINAL PIPE SIZE.

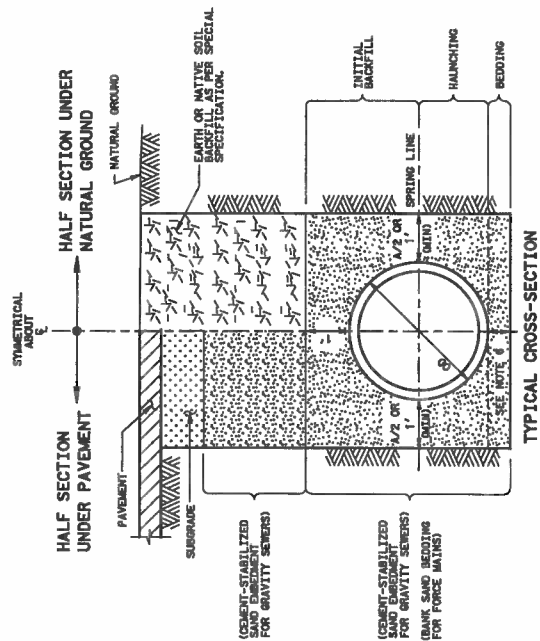
- | NOMINAL PIPE SIZE | "A" |
|-------------------|--------|
| LESS THAN 18 IN. | 18 IN. |
| 18 IN. TO 30 IN. | 24 IN. |
| OVER 30 IN. | 36 IN. |

6. MAX TRENCH WIDTH IS THE MIN TRENCH WIDTH PLUS 24 IN. UNLESS OTHERWISE NOTED.

7. MINIMUM CEMENT STABILIZED SAND BEDDING IS THE GREATER OF 1/8" OR 6 IN.



TYPICAL CROSS-SECTION
SANITARY SEWER
BACKFILL OF MANHOLES
(PRECAST AND CAST-IN-PLACE)



SANITARY SEWER
EXCAVATION AND BACKFILL DIAGRAM
DRY STABLE TRENCH
NOT TO SCALE

SHEET 2 OF 4



7/8/2019

Amato Continuo

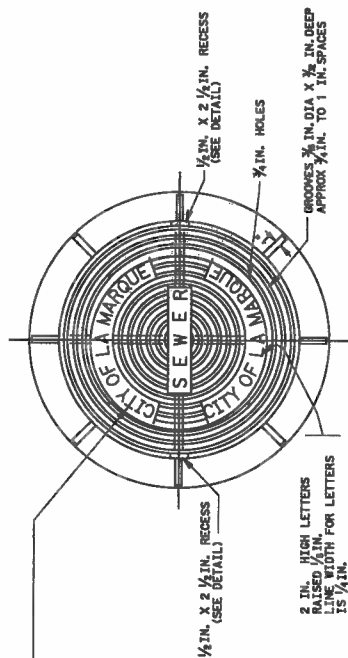
SANITARY SEWER DETAILS

SSD-2 (MOD)

DATE	STRTZ DEN	on T00T	on T00T	on T00T	on T00T	on T00T
© T00T MAY 2006		REST	PROG NO.			MIST
NOTATIONS		HOU	S			[S]
8/19/06 10:15 AM		COUNTY	CORREL	AUCT	JOB	NUMBER

Diagram illustrating the construction of a circular timber plank. The plank is shown in cross-section, with internal bracing consisting of a diamond-shaped frame. The dimensions and components are labeled:

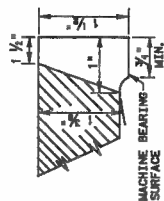
- 3 IN. TIMBER PLANKING (outer layer)
- 2" x 4" BATTENS (inner layer)
- NAIL TO EACH PLANK WITH 2-20 D NAILS (fasteners)
- OUTSIDE DIAMETER OF TOP OF MAHOLE - FOR STAGE I CONSTRUCTION (overall diameter)
- PLAN (view from above)
- 18 1/2" (internal diameter of the mahole)



TEMPORARY TIMBER
COVER FOR MANHOLES



Amelito Contino 7/8/2019



RECESS DETAIL

SHEET 3 OF 4



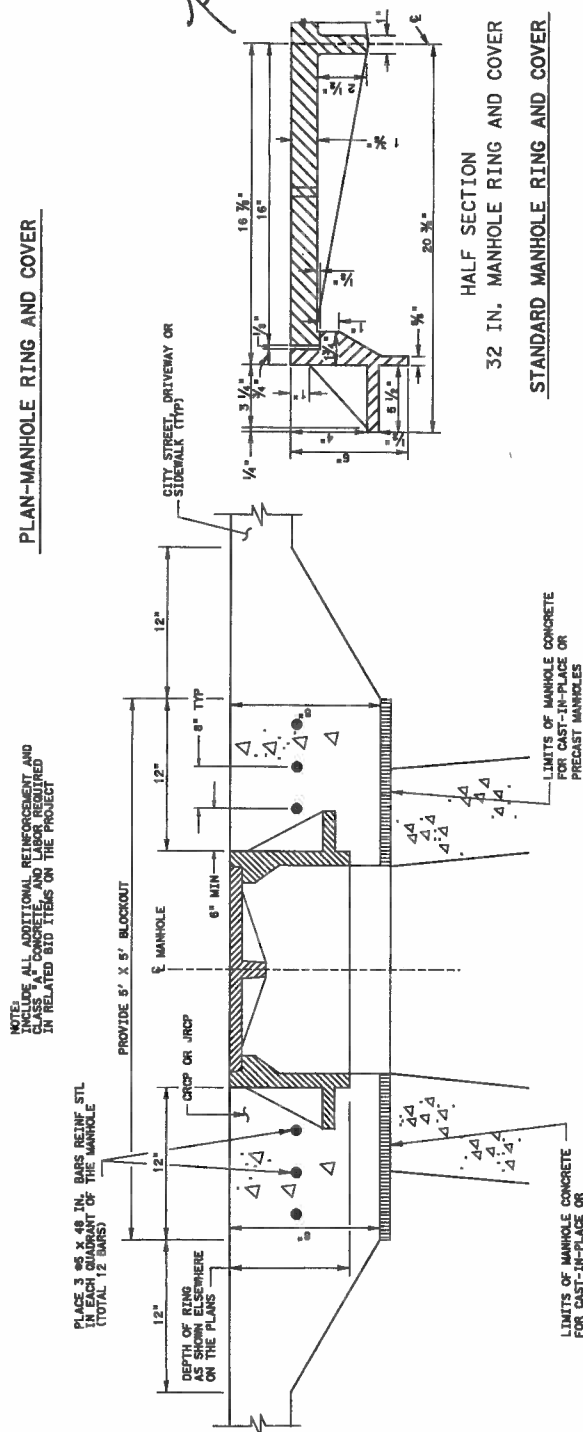
Texas Department of Transportation
Houston District (Roadways)

SANITARY SEWER DETAILS

SSD-3 (MOD)

[illegible]

PLAN-MANHOLE RING AND COVER



RING AND COVER CAST
MONOLITHICALLY WITH SIDEWALK, DRIVEWAY, & CITY STREET

NOTE: JROP = JOINTED REINFORCED CONCRETE PAVEMENT
CRCP = CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

[illegible]

Attachment “B” Accounting Method



Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.



Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment “C” Schedule of Work

Estimated Start Date: November 30, 2019

Estimated Duration (days): 150

Estimated Completion Date: April 30, 2020

Initial Date
TxDOT

Initial Date
Utility

Attachment “D” Statement Covering Contract Work

(ROW-U-48)
(ROW-U-48-1, if applicable)

Initial	Date
TxDOT	

Initial	Date
Utility	



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 3/19)
Page 1 of 1

U-Number: U15876

ROW CSJ Number: 0500-04-137 District: Houston
County: Galveston Highway No.: IH 45
Federal Project No.: _____

I, Bobby Hocking, Mayor, a duly authorized and qualified representative of
City of La Marque, Texas, hereinafter referred to as **Owner**, am fully cognizant of the
facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the
estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped
to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest
qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be
performed. Associated bid tabulations will be provided to the **State**.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified
contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity
with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to
the **State**. Such presently known contractors are listed below:
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed
for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made
available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the
contract work is to be done under an existing contract, give detailed information by attachment hereto.
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal
is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration
Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as
approval of such proposal).
- ☒ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract
awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include
the plans and specifications for this work in the general contract for construction of Highway IH 45
in this area, so that the work can be coordinated with the other construction operations; and the construction
contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the
requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the
terms of which are incorporated herein by reference.

Signature
Mayor, City of La Marque, Texas

Title

Date

U48

Statement Covering Utility Construction Contract Work – In the State's
Highway Construction Contract
(As Referenced in Form ROW-U-48, Option E)

Work Responsibilities

- A. The Utility shall provide the following services under this contract:
- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along IH 45 From South of FM 1764 to North of FM 519.
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's Galveston Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the Sanitary Sewer line.
 - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed Sanitary Sewer during construction, and the relocation of Sanitary sewer and connection of services to customers.
 - v. Advise the State of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - viii. Assume all responsibility for the maintenance of the existing Sanitary Sewer during and upon completion of the construction contract.
 - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

- B. The State shall provide the following services under this contract:
- i. Combine the Sanitary Sewer relocation and adjustment plans with the plans being prepared for the Project.
 - ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
 - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
 - v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
 - vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
 - vii. Make timely payment to the contractor for work performed in connection with the Project.
 - viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
 - ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
 - x. Maintain job file.

Attachment “E”

Utility Joint Use Acknowledgment – (ROW-U-JUAA) and/or Utility Installation Request – (Form 1082)

- ☐ Utility Joint Use Acknowledgment (ROW-U-JUAA)
- ☒ Utility Installation Review/Permit Number:

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Eligibility Ratio established: 100 %

- ☐ Non-interstate Highway (Calculation attached)
- ☒ Interstate Highway

Initial Date
TxDOT

Initial Date
Utility

Attachment "G"

Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established: %
(Calculation attached)
- ☒ Forced Betterment
(Provide supporting documentation)
- ☐ Not Applicable

Initial Date
TxDOT

Initial Date
Utility

IH 45 SANITARY SEWER FORCED BETTERMENT:

Along IH 45 NBFR Between Newman Road and McKinney St., from ML Sta. 1531+40 to ML Sta. 1532+96: 147 LF of existing 10" sanitary sewer and two manholes are in conflict with proposed longitudinal storm sewer along the IH 45 NBFR. As-built plans show existing 10" sanitary sewer at 0.18 % grade that does not meet TCEQ minimum slope criteria of 0.25 % for a 10" sanitary sewer. Replacement with 147 LF of 18" sanitary sewer at 0.12% minimum slope was required as "Forced Betterment" to meet existing sanitary sewer upstream and downstream flow line elevation constraints, and meet TCEQ minimum slope requirements.

Along IH 45 SBFR/Delany Loop Road, from ML Sta. 1442+53 to ML Sta. 1450+17: 490 LF of existing 10" sanitary sewer and two manholes are in conflict with proposed driveway drainage culverts and roadway ditch along southbound Delany Loop road. As-built plans show existing sanitary sewer has slope of 0.16% profile grade which does not meet the TCEQ required 0.25% minimum grade for 10" sanitary sewer. In order to meet upstream flow line and downstream flow line elevation constraints and meet TCEQ minimum slope requirements, the existing 10" sanitary sewer was replaced with 412 LF of 12" PVC and 78 LF of 18" PVC as "Forced Betterment".

FM 1765 at IH 45, at ML Sta. 1511+41: 150 LF of existing 6" sanitary sewer and one manhole was in conflict with FM 1765 pavement widening for a proposed left turn lane. The upstream replacement manhole flow line elevation was maintained to match the existing 6" intercepting offsite sanitary sewer. Replacement with 150 LF of 6" sanitary sewer using TCEQ required minimum slope of 0.50% exceeded the existing 6" sanitary sewer slope and would not allow sewage to flow. 150 LF of proposed 8" sanitary sewer with 0.34 % minimum slope was required as "Forced Betterment" to meet upstream and downstream existing sanitary sewer elevations and meet TCEQ minimum slope requirements. A second manhole was added downstream due to the change in direction of the sanitary sewer.

Attachment "H"

Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-1A and

☐ ROW-U-1B

Or

☐ ROW-U-1C

☒ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial Date
TxDOT

Initial Date
Utility



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Sussie Sutton

Agenda item: 71

Reviewed by: Charlene Warren/

Charles Jackson

Department: Development Services

AGENDA ITEM DESCRIPTION: Consider recommendation to approve the Final Plat of FM 1764 Plaza being a subdivision of 1.2114 acres located in the W.K. Wilson League, Abstract No. 208, City of La Marque, Galveston County, Texas. (Also known as Timewise - Southwest corner of FM 1764 and I-45)

X

ATTACHMENTS FOR REFERENCE

1. Electronic Final Plat Image
2. P&Z Approval Recommendation Letter
3. Site Plan
4. Survey
5. Metes & Bounds Description
6. Platting Letter

STAFF BRIEFING:

- At the July 9, 2019, Planning & Zoning Commission considered Final Plat for FM 1764 Plaza
- P&Z signed a letter on July 9, 2019, to forward to City Council with favorable recommendation

HISTORY: N/A

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES:

7/09/2019 - Final Plat P&Z Favorable Consideration

6/11/2019 - BOA Landscape Favorable Variance Consideration

4/09-2019 - BOA Building Setback Favorable Variance Consideration

4/09/2019 - Preliminary P&Z Favorable Consideration

2/12/2019 - Pre Development Meeting with Staff



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Final Plat | |
| ☒ 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 Item #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve the Final Plat of FM 1764 Plaza being a subdivision of 1.2114 acres located in the W.K. Wilson League, Abstract No. 208, City of La Marque, Galveston County, Texas

FISCAL IMPACT: The demolition of the current Timewise Convenience Store and old Whataburger store location, along with the marrying of the two properties, will bring about a new modern look to City of La Marque and possibly spur new retail businesses.

The Timewise Convenience Store is an asset to the City by way of providing retail sales tax dollars to City of La Marque.



July 9, 2019

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

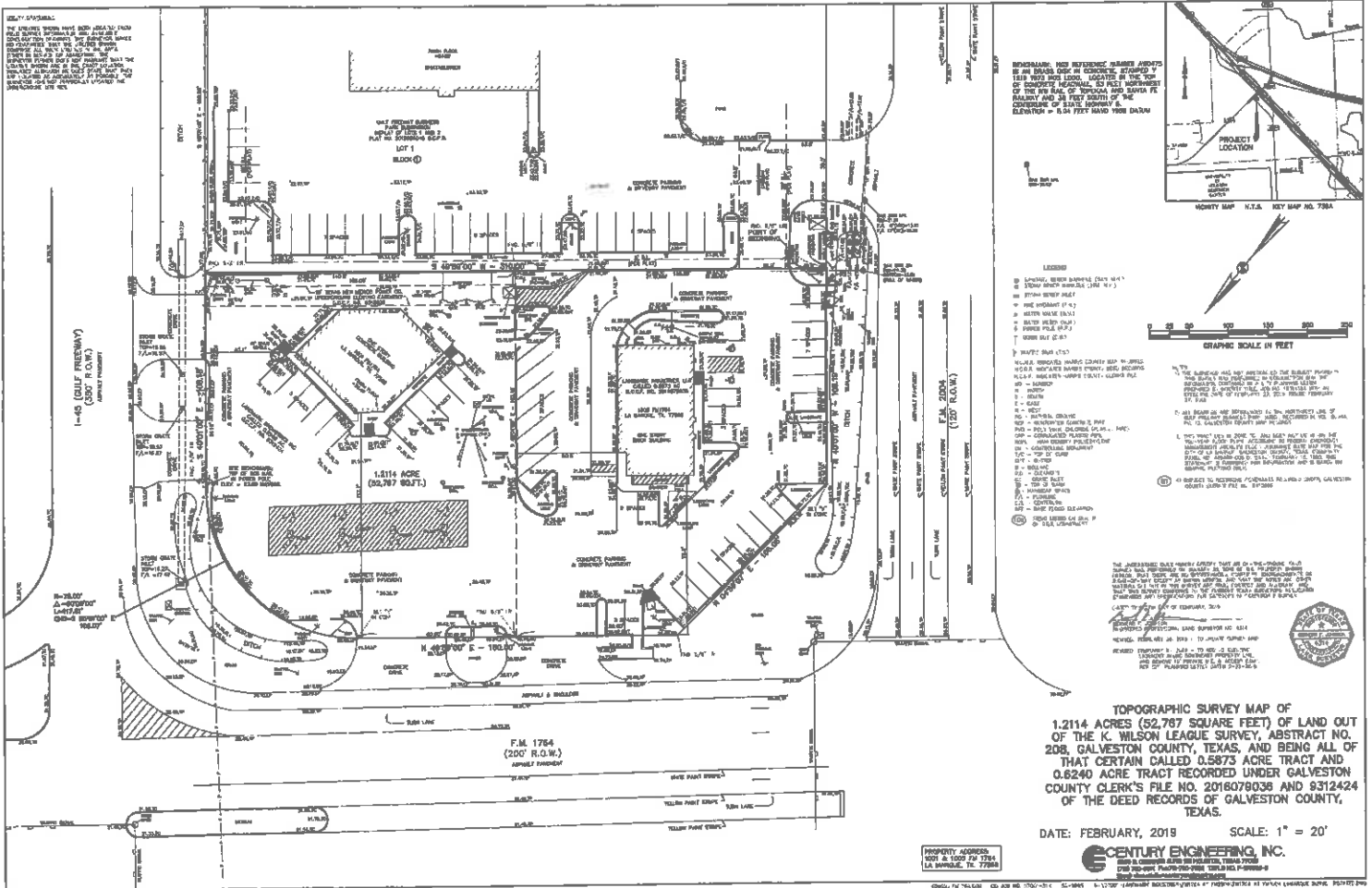
Dear Mayor and City Council:

On July 9, 2019, the Planning and Zoning Commission considered a Final Plat of FM 1764 Plaza being a subdivision of 1.2114 Acres located in the W.K. Wilson League, Abstract No. 208, City of La Marque, Galveston County, Texas. (Southwest corner of FM 1764 and I-45)

By unanimous vote, Planning and Zoning Commission recommended forwarding an approval recommendation to City Council.

Thank you,

Greg Cornett, Vice Chair
Planning and Zoning Commission



FIELD NOTE DESCRIPTION OF 1.2114 ACRES (52,767 SQUARE FEET) OF LAND OUT OF THE W.K. WILSON LEAGUE, ABSTRACT NO. 208, GALVESTON COUNTY TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 0.5873 ACRE TRACT AND ALL OF THAT CERTAIN CALLED 0.6240 ACRE TRACT RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2016079036 AND 9312424 RESPECTIVELY OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, SAID 1.2114 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; (ALL BEARINGS ARE REFERENCED TO THE NORTHWEST LINE OF GULF FREEWAY BUSINESS PARK SUBD., AS RECORDED IN VOL. 2004A, PG. 13 GALVESTON COUNTY MAP RECORDS, SAID NORTHWEST LINE BEARING S 49°59'00" W):

BEGINNING at a 5/8 inch iron rod found in the Northeast right-of-way line of F.M. 2004 (120 feet and wide) for the West corner of Lot 1, Block 1 of said Gulf Freeway Business Park Subd., Replat of Lots 1 and 2, as recorded in Plat No. 2015026046 of the Galveston County Plat Records, said iron rod marks the South corner of said called 0.5873 acre tract and the herein described tract;

THENCE, North 40°01'00" West, along the Northeast right-of-way line of F.M. 2004, a distance of 108.19 feet to an "X" cut in concrete set for the Southwesterly corner of the herein described tract, said iron rod also marks the Southerly cutback corner at the intersection of said Northeast right-of-way line of F.M. 2004 and the Southeast right-of-way line of F.M. 1764 (200 feet wide);

THENCE, North 04°59'07" East, along said cutback line, a distance of 106.06 feet to a 5/8 inch iron rod found for the Westerly corner of the herein described tract, said iron rod also marks the Northerly cutback corner at the intersection of said Northeast right-of-way line of F.M. 2004 and the Southeast right-of-way line of F.M. 1764 (200 feet wide);

THENCE, North 49°59'00" East, along the Southeast right-of-way line of F.M. 1764, at 80.00 feet pass the common corner of said called 0.5873 acre tract and said 0.6240 acre tract and continuing a total distance of 160.00 feet to an "X" cut in concrete set for Point of Curvature of a curve to the Right;

THENCE, Easterly, along and with said curve to the Right, having a central angle of 90°00'00", a radius of 75.00 feet, an arc length of 117.81 feet and a chord bearing and distance of S 85°01'00" E, 106.07 feet to a 5/8 inch iron rod found in the Southwesterly right-of-way line of I-45 (Gulf Freeway, 380 feet wide) for the Point of Tangency and the Northerly corner of the herein described tract;

THENCE, South 40°01'00" East, along the Southwesterly right-of-way line of I-45, a distance of 108.18 feet to a 5/8 inch iron rod found for the Northerly corner of said Gulf Freeway Business Park Subd., and the Easterly corner of the herein described tract;

THENCE, South 49°59'00" West, along the Northwest line of said Gulf Freeway Park Subd., a distance of 310.00 feet to the POINT OF BEGINNING and containing 1.1214 acres (52,767 square feet) of land, more or less.

CENTURY ENGINEERING, INC.

Dated this 20th day of February, 2019


Bernerd F. Johnson

Registered Professional Land Surveyor No. 4314

CEI JOB NO. 07001-51.00
(QW22) SV TPG51C.T





Integrity Title

CITY PLANNING LETTER

June 26, 2019

Job No. 1931418A

Effective Date: June 18, 2019

STATE OF TEXAS:

COUNTY OF GALVESTON:

THIS IS TO CERTIFY: That after a careful examination of the records in the offices of the Clerk of this County (excluding U. C. C. Records), as to the property described as follows:

FIELD NOTE DESCRIPTION OF 1.2114 ACRES (52,767 SQUARE FEET) OF LAND OUT OF THE K. WILSON LEAGUE, ABSTRACT NO. 208, GALVESTON COUNTY TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 0.5873 ACRE TRACT AND ALL OF THAT CERTAIN CALLED 0.6240 ACRE TRACT RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2016079036 AND 9312424 RESPECTIVELY OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, SAID 1.2114 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; (ALL BEARINGS ARE REFERENCED TO THE NORTHWEST LINE OF GULF FREEWAY BUSINESS PARK SUBD., AS RECORDED IN VOL. 2004A, PG. 13 GALVESTON COUNTY MAP RECORDS, SAID NORTHWEST LINE BEARING S 49°59'00" W):

BEGINNING at a 5/8 inch iron rod found in the Northeast right-of-way line of F.M. 2004 (120 feet and wide) for the West corner of Lot 1, Block 1 of said Gulf Freeway Business Park Subd., Replat of Lots 1 and 2, as recorded in Plat No. 2015026046 of the Galveston County Plat Records, said iron rod marks the South corner of said called 0.5873 acre tract and the herein described tract;

THENCE, North 40°01'00" West, along the Northeast right-of-way line of F.M. 2004, a distance of 108.19 feet to an "X" cut in concrete set for the Southwesterly corner of the herein described tract, said iron rod also marks the Southerly cutback corner at the intersection of said Northeast right-of-way line of F.M. 2004 and the Southeast right-of-way line of F.M. 1764 (200 feet wide);

THENCE, North 04°59'07" East, along said cutback line, a distance of 106.06 feet to a 5/8 inch iron rod found for the Westerly corner of the herein described tract, said iron rod also marks the Northerly cutback corner at the intersection of said Northeast right-of-way line of F.M. 2004 and the Southeast right-of-way line of F.M. 1764 (200 feet wide);



Integrity Title

THENCE, North 49°59'00" East, along the Southeast right-of-way line of F.M. 1764, at 80.00 feet pass the common corner of said called 0.5873 acre tract and said 0.6240 acre tract and continuing a total distance of 160.00 feet to an "X" cut in concrete set for Point of Curvature of a curve to the Right;

THENCE, Easterly, along and with said curve to the Right, having a central angle of 90°00'00", a radius of 75.00 feet, an arc length of 117.81 feet and a chord bearing and distance of S 85°01'00" E, 106.07 feet to a 5/8 inch iron rod found in the Southwesterly right-of-way line of I-45 (Gulf Freeway, 380 feet wide) for the Point of Tangency and the Northerly corner of the herein described tract;

THENCE, South 40°01'00" East, along the Southwesterly right-of-way line of I-45, a distance of 108.18 feet to a 5/8 inch iron rod found for the Northerly corner of said Gulf Freeway Business Park Subd., and the Easterly corner of the herein described tract;

THENCE, South 49°59'00" West, along the Northwest line of said Gulf Freeway Park Subd., a distance of 310.00 feet to the POINT OF BEGINNING and containing 1.1214 acres (52,767 square feet) of land, more or less.

We find the record title to be apparently in:

LANDMARK INDUSTRIES, a Texas general partnership

By virtue of that certain Special Warranty Deed March 29, 1993 from Timothy Horan, Jr., Trustee and recorded in File No. 9312424 of the Official Public Records of Galveston County, Texas.

By virtue of that Special Warranty Deed dated December 30, 2016 from Whataburger Real Estate LLC and recorded in File No. 2016079036 of the Official Public Records of Galveston County, Texas.

Subject to the following liens:

None found of record.

Subject to the following easements and encumbrances:

Cross Access Easement Agreement as recorded in File No. 2016079037 of the Official Public Records of Galveston County, Texas.



Integrity Title

Subject to the following restrictions:

Restrictions as set forth in File No. 8410906 and 2017000028 of the Official Public Records of Galveston County, Texas.

We have made no examination as to special assessments or conflicts.

INTEGRITY TITLE COMPANY LLC

Sonny Livesay/ML
Abstractor

LIMITATION OF LIABILITY: THE LIABILITY OF EITHER PARTY WITH RESPECT TO THIS INFORMATION OR ANY ACT IN CONNECTION HERewith WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE SERVICES OR PRODUCTS SOLD HEREUNDER OR THE PRICE OF THAT PORTION OF SUCH SERVICES OR PRODUCTS ON WHICH LIABILITY IS ASSERTED. INTEGRITY TITLE COMPANY LLC MAKES NO WARRANTY WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, AS TO THE QUALITY, FITNESS, SUITABILITY, CONFORMITY, OR MERCHANTABILITY OF THE SERVICES OR PRODUCTS SOLD.



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Sussie Sutton

Agenda item: 7m

Reviewed by: Charlene Warren/

Charles Jackson

Department: Development Services

AGENDA ITEM DESCRIPTION: Consider recommendation to approve the Final Plat of Sunset Grove Section One, being a Subdivision of 12.54 acres Located in the Stephen F. Austin League No. 4, Abstract-2, Galveston County, Texas, also being a Partial RePlat of Lots 13 and 14 of Delany Road Acres Vol. 18, PG 760, G.C.M.R. (East of Delany Rd; South of FM 1765)

X

ATTACHMENTS FOR REFERENCE

1. Final Plat - Copy
2. P&Z Approval Recommendation
3. City Planning Letter
4. Metes & Bounds Description

STAFF BRIEFING:

- At the July 9, 2019, Planning & Zoning Commission considered Final Plat for Sunset Grove, Section 1
- P&Z signed a letter on July 9, 2019, to forward to City Council with favorable recommendation

HISTORY: N/A

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES:

7/09/2019 - P&Z Considered Final Plat with a Favorable Recommendation

10/02/2018 - P&Z Preliminary Plat Favorable Recommendation

8/14/2018 - P&Z Considered Preliminary Plat Tabled

4/10/2018 - P&Z Considered Preliminary Plat Denied

2/13/2018 - P&Z Considered the Preliminary Plat Tabled

11/29/2017 - Pre-Development Meeting with Staff



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Final Plat | |
| ☒ 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 Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve the Final Plat of Sunset Grove Section One, being a Subdivision of 12.54 acres Located in the Stephen F. Austin League No. 4, Abstract-2, Galveston County, Texas, also being a Partial RePlat of Lots 13 and 14 of Delany Road Acres Vol. 18, PG 760, G.C.M.R.

FISCAL IMPACT: N/A



STATE OF TEXAS
COUNTY OF GALVESTON

WE, KB HOME LONE STAR INC., A TEXAS CORPORATION, OWNERS OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP OF SUNSET GROVE SECTION 1, DO HEREBY MAKE SUBDIVISION ON SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS SUNSET GROVE SECTION 1 IN THE STEPHEN F. AUSTIN LEAGUE NO. 4, A-2 IN GALVESTON COUNTY, TEXAS; AND DEDICATE THE STREETS, AND EASEMENTS SHOWN THEREON FOREVER.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENT. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING PLAT OF SUNSET GROVE SECTION 1 WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING PLAT AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

THIS IS TO CERTIFY THAT WE, KB HOME LOAN STAR INC., A TEXAS CORPORATION, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF LA MARQUE IN GALVESTON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, KB HOME LOAN STAR INC., A TEXAS CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY MARK EUBANKS, VICE PRESIDENT OF FINANCE AND BY REBECCA B. ULLMAN, DIRECTOR OF LAND DEVELOPMENT, THIS _____, DAY OF _____, 2019.

KB HOME LONE STAR INC.,
A TEXAS CORPORATION

BY: _____
MARK EUBANKS
VICE PRESIDENT OF FINANCE

BY: _____
REBECCA B. ULLMAN
DIRECTOR OF LAND DEVELOPMENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK EUBANKS, VICE PRESIDENT OF FINANCE AND REBECCA B. ULLMAN, DIRECTOR OF LAND DEVELOPMENT OF KB HOME LONE STAR INC., KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THEIR NAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME _____
MY COMMISSION EXPIRES: _____

I, MARK D. ARMSTRONG, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

MARK D. ARMSTRONG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5363

WE HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SUNSET GROVE SECTION 1, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LA MARQUE, TEXAS, ON THE _____ DAY OF _____, A. D., 201____, AND BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, ON THE _____ DAY OF _____, A. D., 2019.

GREG CORNETT
VICE CHAIRSPERSON, PLANNING COMMISSION

BOBBY HOCKING
MAYOR OF THE CITY OF LA MARQUE, TEXAS

I, DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 2019, AT _____ O'CLOCK, ____ M., AND DULY RECORDED ON _____, 2019, AT _____ O'CLOCK, ____ M. IN INSTRUMENT NUMBER _____, GALVESTON COUNTY RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT D. SULLIVAN, COUNTY CLERK,
GALVESTON COUNTY, TEXAS

BY: _____
DEPUTY

METES AND BOUNDS DESCRIPTION 11.61 ACRES

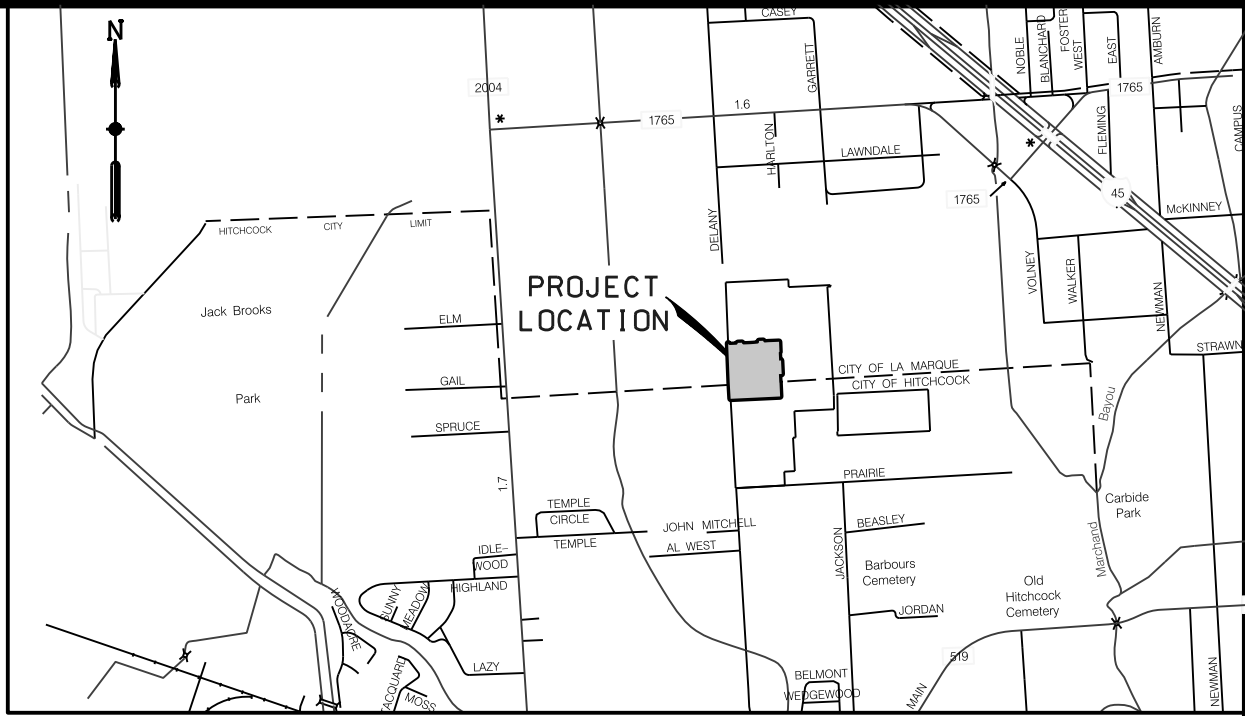
Being an 11.61 acre tract of land located in the Robert E. Handy Survey, Abstract No. 187 in Fort Bend County, Texas; said 11.61 acre tract being a portion of a called 82.08 acre tract of land recorded in the name of KB HOME LONE STAR INC., in Clerk's File (C.F.) No. 2018016555 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.); said 11.61 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone);

Beginning at a 5/8 inch iron rod found at the northwest corner of said 82.08 acre tract, the most northerly northeast corner of a called 1.1485 acre tract of land recorded in the name of City of Rosenberg, Texas in C.F. No. 2016103074 of the O.P.R.F.B.C., and being on the southwesterly line of a called 21.788 acre tract of land recorded in the name of James Allen Thomas and spouse, Helen Jenkins Thomas in C.F. No. 2003164645 of the O.P.R.F.B.C., and being on the southeasterly right-of-way line of Spacek Road (width varies);

1. Thence, with the northeasterly line of said 82.08 acre tract and the southwesterly line of said 21.788 acre tract, South 67 degrees 44 minutes 43 seconds East, a distance of 247.38 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;

Thence, across said 82.08 acre tract, the following thirteen (13) courses:

- South 22 degrees 15 minutes 58 seconds West, a distance of 105.64 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- South 08 degrees 19 minutes 00 seconds East, a distance of 85.48 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- 6.27 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 22 minutes 44 seconds, a radius of 25.00 feet and a chord that bears North 89 degrees 56 minutes 53 seconds East, a distance of 6.26 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- South 07 degrees 14 minutes 29 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- 121.60 feet along the arc of a curve to the left, said curve having a central angle of 25 degrees 48 minutes 12 seconds, a radius of 270.00 feet and a chord that bears South 69 degrees 51 minutes 25 seconds West, a distance of 120.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- South 67 degrees 44 minutes 02 seconds East, a distance of 958.08 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- North 72 degrees 59 minutes 05 seconds East, a distance of 119.11 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- South 13 degrees 56 minutes 33 seconds East, a distance of 131.98 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- South 23 degrees 04 minutes 00 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- South 66 degrees 56 minutes 00 seconds West, a distance of 7.12 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- 34.98 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 04 minutes 24 seconds, a radius of 330.00 feet and a chord that bears South 69 degrees 58 minutes 12 seconds West, a distance of 34.96 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- South 16 degrees 59 minutes 37 seconds East, a distance of 122.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
- South 72 degrees 31 minutes 22 seconds West, a distance of 158.52 feet to the proposed northeasterly right-of-way line of Bryan Road (varies width);
- Thence, with said proposed northeasterly right-of-way line of Bryan Road, North 67 degrees 49 minutes 42 seconds West, a distance of 408.59 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at the most easterly northeast corner of aforesaid 1.1485-acre tract, and being on the existing northeasterly right-of-way line of said Bryan Road;
- Thence, continuing with said northeasterly right-of-way line, the northeasterly line of said 1.1485 acre tract, and the southwesterly line of aforesaid 82.08 acre tract, North 67 degrees 47 minutes 41 seconds West, a distance of 514.62 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
- Thence, continuing with said northeasterly right-of-way line, said northeasterly line of the 1.1485 acre tract, and said southwesterly line of the 82.08 acre tract, North 67 degrees 39 minutes 09 seconds West, a distance of 385.30 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at the southerly end of a cut-back line at the intersection with the southeasterly right-of-way line of aforesaid Spacek Road;
- Thence, with said cut-back line, North 22 degrees 38 minutes 53 seconds West, a distance of 35.35 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found on the northerly end of said cut-back line;
- Thence with said southeasterly right-of-way line of Spacek Road, the northwesterly line of said 82.08 acre tract and the southeasterly line of said 1.1485 acre tract, North 22 degrees 21 minutes 22 seconds East, a distance of 583.64 feet to the **Point of Beginning** and containing 11.61 acres of land.



GALVESTON COUNTY KEY MAP 736 L-O
NTS

FINAL PLAT SUNSET GROVE SECTION ONE

BEING A SUBDIVISION OF 12.54 ACRES
LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO. 4, ABSTRACT-2
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS
ALSO BEING A PARTIAL REPLAT OF
LOTS 13 AND 14 OF DELANY ROAD ACRES
VOL.18, PG.760, G.C.M.R.

37 LOTS 3 BLOCKS 3 RESERVES

SCALE: 1"=60' DATE: JUNE, 2019

DEVELOPER:
KB HOME LONE STAR INC.,
A TEXAS CORPORATON

11314 RICHMOND AVE.
HOUSTON, TX 77082

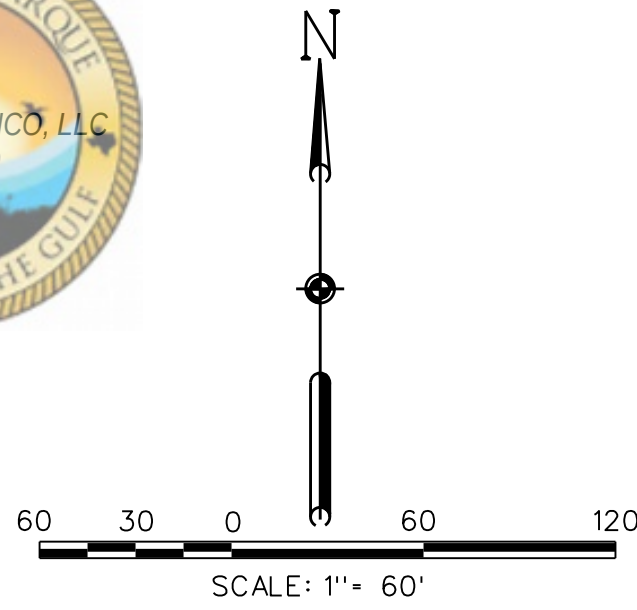


KERRY R. GILBERT
& ASSOCIATES

- Land Planning Consultants -
23501 Cinco Ranch Blvd., Suite A-250
Katy, Texas 77494
Tel: 281-579-0340



ENGINEERING AND SURVEYING
2107 CITYWEST BLVD.
3rd FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 (713) 783-3580, Fax
TEXAS PE BOARD FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED 'COSTELLO INC' UNLESS OTHERWISE NOTED
- FOUND 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED 'COSTELLO INC' UNLESS OTHERWISE NOTED

1 - INDICATES LOT NUMBER

① - INDICATES BLOCK NUMBER

A - INDICATES RESERVE

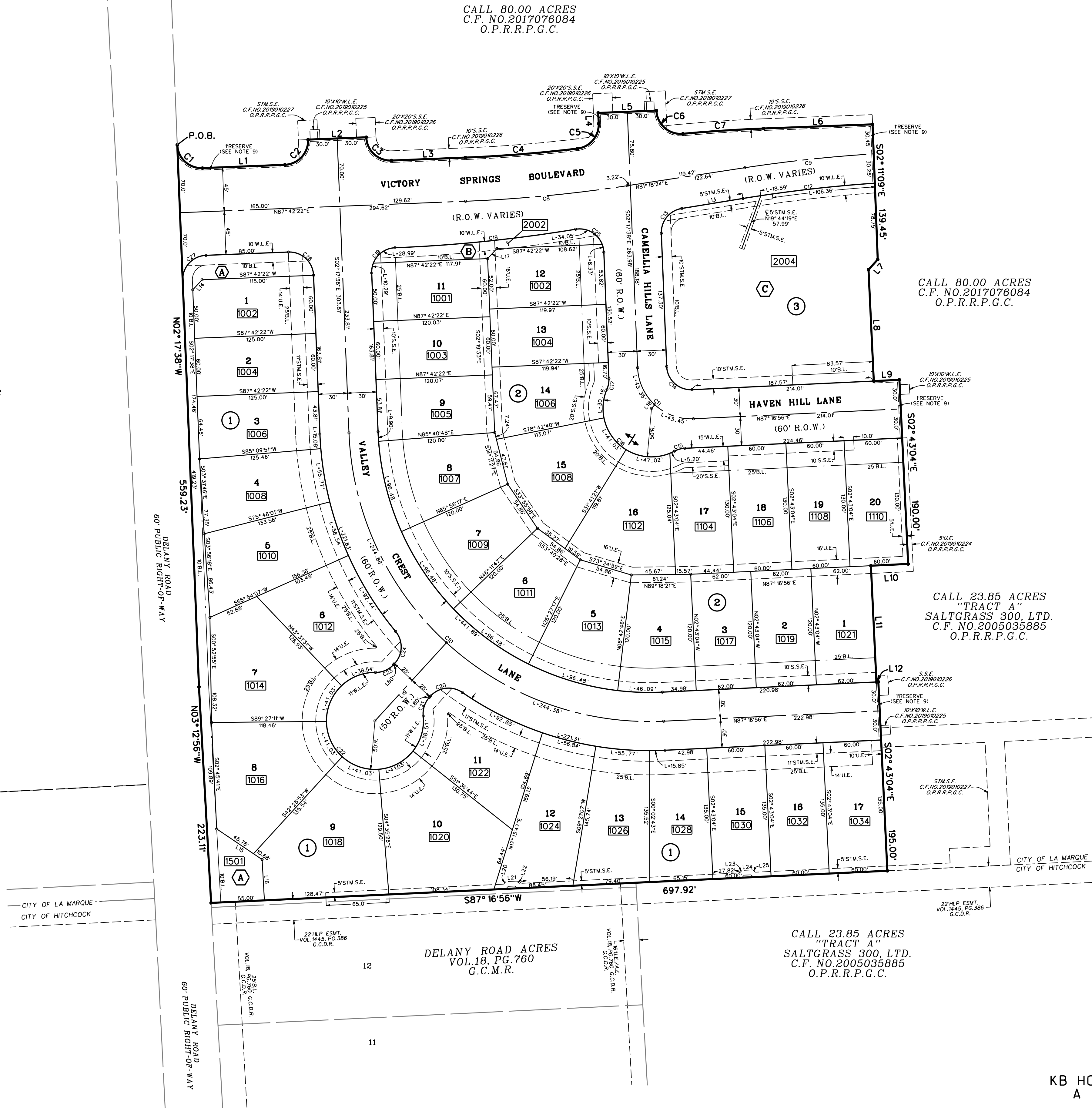
— INDICATES STREET NAME BREAK

1001 - INDICATES LOT ADDRESS

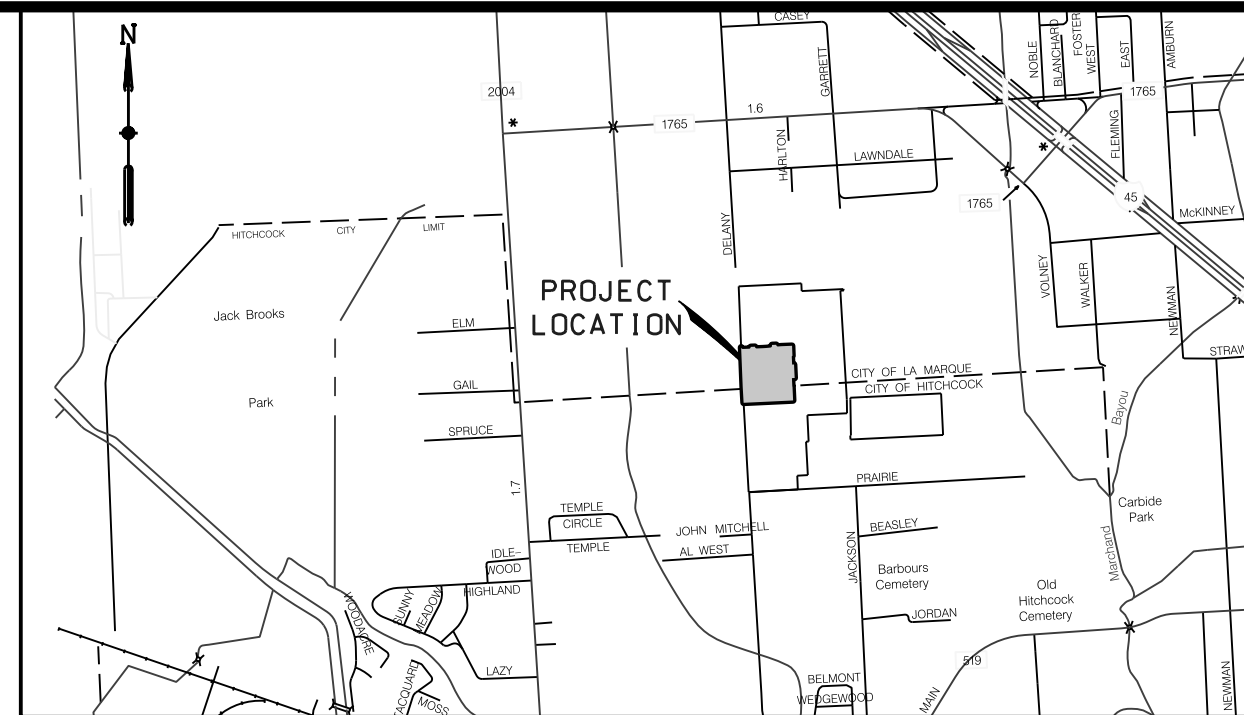
REMAINDER OF CALLED 141.698 ACRES
(TRACT 1)
ABDELRAZEK RADWAN
C.F. NO. 9960110
O.P.R.R.P.G.C.

NOTES:

- B.L. INDICATES BUILDING LINE
U.E. INDICATES UTILITY EASEMENT
W.L.E. INDICATES WATER LINE EASEMENT
S.S.E. INDICATES SANITARY SEWER EASEMENT
STM.S.E. INDICATES STORM SEWER EASEMENT
D.E. INDICATES DRAINAGE EASEMENT
ESMT. INDICATES EASEMENT
VOL., PG. INDICATES VOLUME, PAGE
G.C.M.R. INDICATES GALVESTON COUNTY MAP RECORD
O.P.R.R.P. INDICATES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
F.M.E. INDICATES FORCE MAIN EASEMENT
G.C.D.R. INDICATES GALVESTON COUNTY DEED RECORDS
G.C.D.D. INDICATES GALVESTON COUNTY DRAINAGE DISTRICT
HL&P INDICATES HOUSTON LIGHTING AND POWER
F.H.E. INDICATES A FIRE HYDRANT EASEMENT
RB INDICATES RADIAL BEARING
I.R. INDICATES A IRON ROD
FND. INDICATES FOUND
U.V.E. INDICATES UNOBSTRUCTED VISIBILITY EASEMENT
W.M.E. INDICATES WATER METER EASEMENT
- ALL NON-PERIMETER EASEMENTS ON PROPERTY LINES ARE CENTERED UNLESS OTHERWISE NOTED.
- ALL BEARINGS ARE BASED ON THE TEXAS COORDINATES SYSTEM OF 1983, SOUTH CENTRAL ZONE.
- UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WEATHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF SUBDIVISION ORDINANCE NO. 139, CITY OF LA MARQUE, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
- ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITH THE INCORPORATED BOUNDARIES OF THE CITY OF LA MARQUE, TEXAS
- SUNSET GROVE SECTION 1 IS LOCATED WITHIN ZONE B PER FEMA FLOOD INSURANCE RATE MAP PANEL 4854860015D WHICH BEARS AN EFFECT DATE OF FEBRUARY 16, 1983 AND MAP NUMBER 48547900005D, MAP REVISED APRIL 4, 1983.
- SIDEWALKS WILL BE CONSTRUCTED ALONG ALL STREET FRONTS BY THE BUILDER AT THE TIME OF HOME CONSTRUCTION.
- ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
- A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS ADJACENT ACREAGE TRACTS, THE CONDITIONS OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED BY A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- RESERVE "A" WILL TAKE ADDRESS FROM DELANEY ROAD AND RESERVES "B" AND "C" WILL TAKE THEIR ADDRESS FROM VICTORY SPRINGS BOULEVARD.
- ALL RESERVES WILL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION.



RESERVE TABLE		
A	RESTRICTED RESERVE "A" LANDSCAPE/OPEN SPACE	0.2960 AC. 12,894 SQ. FT.
B	RESTRICTED RESERVE "B" LANDSCAPE/OPEN SPACE/ STORM SEWER	0.0745 AC. 3,246 SQ. FT.
C	RESTRICTED RESERVE "C" LANDSCAPE/OPEN SPACE/	0.9670 AC. 42,121 SQ. FT.
TOTAL		1.3375 AC. 58,261 SQ. FT.



LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	N87°42'22"E	85.00
L2	N87°42'22"E	60.00
L3	N87°42'22"E	76.27
L4	N02°17'38"W	10.97
L5	N87°42'22"E	60.00
L6	N87°48'51"E	112.29
L7	S42°16'56"W	14.14
L8	S02°43'04"E	115.00
L9	N87°16'56"E	26.44
L10	S87°16'56"W	38.44
L11	S02°43'04"E	120.00
L12	N87°16'56"E	2.00
L13	S80°43'11"W	64.07
L14	S42°42'22"W	14.14
L15	S56°02'28"E	56.47
L16	S03°12'56"E	42.17
L17	S42°42'22"W	14.14
L18	S42°32'38"W	5.05
L19	S42°27'00"W	109.27
L20	N42°16'56"E	3.54
L21	N87°16'56"E	11.07
L22	S47°43'04"E	3.54
L23	N42°16'56"E	3.54
L24	N87°16'56"E	11.07
L25	S47°43'04"E	3.54

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	39.27	25.00	90° 0' 0"	S47°17'38"E	35.36
C2	39.27	25.00	90° 0' 0"	N42°42'22"E	35.36
C3	39.27	25.00	90° 0' 0"	S47°17'38"E	35.36
C4	115.84	1455.00	4° 33' 42"	N85°25'31"E	115.81
C5	37.28	25.00	85° 26' 18"	N40°25'31"E	33.92
C6	40.57	25.00	92° 59' 23"	S48°47'20"E	36.27
C7	83.53	1545.00	3° 5' 52"	N86°15'55"E	83.52
C8	167.53	1500.00	6° 23' 57"	N84°30'23"E	167.44
C9	133.70	1500.00	5° 6' 25"	N83°51'37"E	133.66
C10	489.24	310.00	90° 25' 25"	S47°30'21"E	440.02
C11	86.80	55.00	90° 25' 25"	S47°30'21"E	78.07
C12	136.86	1470.00	5° 20' 4"	S83°23'13"W	136.81
C13	36.22	25.00	83° 0' 50"	S39°12'46"W	33.14
C14	39.45	25.00	90° 25' 25"	S47°30'21"E	35.49
C15	11.10	25.00	25° 26' 4"	S74°33'54"W	11.01
C16	123.42	50.00	141° 25' 26"	N47°26'25"W	94.39
C17	11.16	25.00	25° 33' 57"	N10°29'20"E	11.06
C18	187.37	1500.00	7° 9' 25"	S84°08'43"W	187.25
C19	39.28	25.00	90° 1' 4"	S42°42'53"W	35.36
C20	35.83	25.00	82° 7' 35"	S0°23'13"W	32.84
C21	21.03	25.00	48° 11' 23"	N18°21'19"E	20.41
C22	241.19	50.00	276° 22' 46"	S47°33'00"E	66.67
C23	21.03	25.00	48° 11' 23"	N66°32'42"E	20.41
C24	35.83	25.00	82° 7' 35"	S0°23'13"W	32.84
C25	42.38	25.00	87° 8' 21"	S50°51'49"E	37.49
C26	39.27	25.00	90° 0' 0"	N47°17'38"E	35.36
C27	39.27	25.00	90° 0' 0"	S42°42'22"W	35.36

FINAL PLAT
SUNSET GROVE
SECTION ONE

BEING A SUBDIVISION OF 12.54 ACRES
LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO. 4, ABSTRACT-2
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS
ALSO BEING A PARTIAL REPLAT OF
LOTS 13 AND 14 OF DELANY ROAD ACRES
VOL.18, PG.760, G.C.M.R.

37 LOTS 3 BLOCKS 3 RESERVES

SCALE: 1"=60' DATE: JUNE, 2019

DEVELOPER:
KB HOME LONE STAR INC.,
A TEXAS CORPORATON

11314 RICHMOND AVE.
HOUSTON, TX 77082



ENGINEERING AND SURVEYING
2107 CITYWEST BLVD.
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 (713) 783-3580, Fax
TEXAS PE BOARD FIRM REG. NO. 280
TBLFS FIRM REG. NO. 100486



July 9, 2019

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

Dear Mayor and City Council:

On July 9, 2019, the Planning and Zoning Commission considered a Final Plat of Sunset Grove Section One, being a Subdivision of 12.54 Acres Located in the Stephen F. Austin League No. 4, Abstract-2, Galveston County, Texas, also being a Partial RePlat of Lots 13 and 14 of Delany Road Acres Vol. 18, PG 760, G.C.M.R. . (East of Delany Rd; South of FM 1765)

By unanimous vote, Planning and Zoning Commission recommended forwarding an approval recommendation to City Council.

Thank you,



Greg Cornett, Vice Chair
Planning and Zoning Commission

June 27, 2019

File No.: 359209

To Whom It May Concern:

This company certifies that a diligent search of the Real Property Records of 's abstract plant has been made, as to the herein described property, and as of 8:00 A.M. on the 25th day of June, 2019, the last Deed that we find of record reflects the record owner to be:

KB HOME LONE STAR INC

Legal Description:

County: Galveston
Project: Sunset Grove Section One
C.I. No.: 1382-18 (Plat prepared)
Job Number: 2018-166-012

METES AND BOUNDS DESCRIPTION

12.54 ACRES

Being a 12.54 acre tract of land located in the Stephen F. Austin League No. 4, Abstract No. 2 in Galveston County, Texas; said 12.54 acre tract being a portion of a called 80.00 acre tract of land recorded in the name of KB HOME LONE STAR INC., a Texas corporation, in Clerk's File (C.F.) No. 2017076084 of the Official Public Records of Real Property of Galveston County (O.P.R.R.P.G.C.); said 12.54 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone);

Commencing at a 1-inch iron pipe found at the most westerly northwest corner of said 63.60 acre tract and the southwest corner of a called 5.0 acre tract of land recorded in C.F. No. 8600357 of the O.P.R.R.P.G.C., same being on the east right-of-way line of Delany Road (60-feet wide);

Thence, with the west line of said 80.00 acre tract and the east right-of-way line of said Delany Road, South 02 degrees 17 minutes 38 seconds East, a distance of 857.92 feet to the Point of Beginning of the herein described tract;

Thence, through and within said called 80.00 acre tract, the following twenty-three (23) courses:

1. 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord that bears South 47 degrees 17 minutes 38 seconds East, a distance of 35.36 feet;
2. North 87 degrees 42 minutes 22 seconds East, a distance of 85.00 feet;
3. 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord that bears North 42 degrees 42 minutes 22 seconds East, a distance of 35.36 feet;
4. North 87 degrees 42 minutes 22 seconds East, a distance of 60.00 feet;

5. 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord that bears South 47 degrees 17 minutes 38 seconds East, a distance of 35.36 feet;
6. North 87 degrees 42 minutes 22 seconds East, a distance of 76.27 feet;
7. 115.84 feet along the arc of a curve to the left, said curve having a central angle of 04 degrees 33 minutes 42 seconds, a radius of 1,455.00 feet and a chord that bears North 85 degrees 25 minutes 31 seconds East, a distance of 115.81 feet;
8. 37.28 feet along the arc of a curve to the left, said curve having a central angle of 85 degrees 26 minutes 18 seconds, a radius of 25.00 feet and a chord that bears North 40 degrees 25 minutes 31 seconds East, a distance of 33.92 feet;
9. North 02 degrees 17 minutes 38 seconds West, a distance of 10.97 feet;
10. North 87 degrees 42 minutes 22 seconds East, a distance of 60.00 feet;
11. 40.57 feet along the arc of a curve to the left, said curve having a central angle of 92 degrees 59 minutes 23 seconds, a radius of 25.00 feet and a chord that bears South 48 degrees 47 minutes 20 seconds East, a distance of 36.27 feet;
12. 83.53 feet along the arc of a curve to the right, said curve having a central angle of 03 degrees 05 minutes 52 seconds, a radius of 1,545.00 feet and a chord that bears North 86 degrees 15 minutes 55 seconds East, a distance of 83.52 feet;
13. North 87 degrees 48 minutes 51 seconds East, a distance of 112.29 feet;
14. South 02 degrees 11 minutes 09 seconds East, a distance of 139.45 feet;
15. South 42 degrees 16 minutes 56 seconds West, a distance of 14.14 feet;
16. South 02 degrees 43 minutes 04 seconds East, a distance of 115.00 feet;
17. North 87 degrees 16 minutes 56 seconds East, a distance of 26.44 feet;
18. South 02 degrees 43 minutes 04 seconds East, a distance of 190.00 feet;
19. South 87 degrees 16 minutes 56 seconds West, a distance of 38.44 feet;
20. South 02 degrees 43 minutes 04 seconds East, a distance of 120.00 feet;
21. North 87 degrees 16 minutes 56 seconds East, a distance of 2.00 feet;
22. South 02 degrees 43 minutes 04 seconds East, a distance of 195.00 feet;
23. South 87 degrees 16 minutes 56 seconds West, a distance of 697.92 feet west line of aforesaid called 80.00 acre tract, same being on the east right-of-way line of aforesaid Delany Road;
24. Thence, with the common line of said 80.00 acre tract and said Delany Road, North 03 degrees 12 minutes 56 seconds West, a distance of 223.11 feet;
25. Thence, continuing with said common line, North 02 degrees 17 minutes 38 seconds West, a distance of 559.23 feet to the Point of Beginning and containing 12.54 acres of land.

MAP & DOCS

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE,

THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

Subject to the following:

1. Restrictions, Easements and Other Exceptions:

Restrictive Covenants set forth in [Volume 18 Page 760](#) in the Office of the County Clerk of Galveston County, Texas. (As to Tract "A")

Subject to all matters as shown and/or reflected on the proposed plat of Sunset Grove Sec 1.

Utility easement and building set back line 25 feet wide as shown on the Plat of Delany Road Acres, recorded in [Volume 18, Page 760](#) of the Map Records of Galveston County, Texas

Utility easement 16 Feet wide together with an aerial easement 5 feet 16 inches wide from a plane 16 feet above the ground upward as shown on the Plat of Delany Road Acres, recorded in [Volume 18, Page 760](#) of the Map Records of Galveston County, Texas.

An 80 foot Houston Lighting & Power Company easement traversing the subject property, as set forth in instrument recorded in [Volume 943, Page 131](#) of the Deed Records of Galveston County, Texas

A pipeline(s) easement 30 feet in width granted to Trunkline Gas Company, by instrument(s) recorded in [Volume 1379, Page 474](#) of the Deed Records of Galveston County, Texas

A 22 foot Houston Lighting & Power Company easement traversing the subject property as set forth in instrument(s) recorded in [Volume 1445, Page 386](#) of Deed Records of Galveston County, Texas

Pipeline easement affecting subject property as granted to Phillips Petroleum and as located in instrument recorded in [Volume 1488, Page 680](#) of the Deed Records of Galveston County, Texas and as shown on the Plat of Delany Road Acres, recorded in [Volume 18, Page 760](#) of the Map Records of Galveston County, Texas

Houston Lighting & Power Company easement(s) 55' X 52 4' and 5' X 55' together with an aerial easement 10 feet wide beginning from a plane 16 feet above the ground upward, as set forth in instrument filed for record under Clerk's File No. [8510021](#) of the Official Public Records of Real Property of Galveston County, Texas.

Easement agreement and reservation of a thirty (30) foot wide access easement being 30 feet wide by approximately 1,310 feet long along the southern boundary of the Property from Jackson Street to the 6.9814 acres of Retained Land abutting the Property near its most southerly eastern corner, as set forth in Special Warranty Deed, dated June 1, 2005, from Century Boulevard Corporation, recorded under Clerk's File No. [2005035885](#) of the Official Public Records of Real Property of Galveston County, Texas

Waiver of Special Appraisal for the Benefit of Galveston County Municipal Utility District No. 68, as set forth in instrument recorded under Clerk's File No. [2015053366](#) of the Official Public Records of Real Property of Galveston County, Texas.

A sanitary Sewer easement as recorded under clerks file number [2019010228](#) of the Official Public Records of Galveston County, Texas.

Agreement for the installation, operation and maintenance of an underground/overhead electrical service distribution system, as set forth in instrument recorded in/under Clerks File number [2019029803](#) of the Real Property Records of GalvestonCounty, Texas.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in

Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

2. Liens/Misc:

NOTE: For Information Purposes Only, Vesting on Schedule A per Document NUMBER [2017076084](#) of the Official Public Records of Galveston County, Texas.

Deed of Trust recorded in/under Clerks file numbers [2003022892](#) and [2006015936](#) of the Official Public Records of Galveston County, Texas securing all sums as set forth and reflected therein payable to RBC CENTURA BANK.

This city planning letter was prepared without the benefit of a survey or drawing and can be revised or amended once the survey determines the items that affect the property.

No examination has been made as to Abstracts of Judgment, State or Federal Tax Liens, the status of taxes, tax suits or paving assessments.

This letter is issued for platting purposes only. Liability of Stewart Title Company for mistakes or errors in this letter is hereby limited to the cost of said letter.

The letter is issued with the express understanding, evidenced by the acceptance thereof, that Stewart Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Stewart Title Company assumes no liability whatsoever for the accuracy of this report nor for any omission or error with respect hereto. **You agree to release, indemnify and hold harmless Stewart Title Company because of any negligence by Stewart Title Company (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.** This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,
Stewart Title Company



County: Galveston
Project: Sunset Grove Section One
C.I. No.: 1382-18 (Plat prepared)
Job Number: 2018-166-012

METES AND BOUNDS DESCRIPTION
12.54 ACRES

Being a 12.54 acre tract of land located in the Stephen F. Austin League No. 4, Abstract No. 2 in Galveston County, Texas; said 12.54 acre tract being a portion of a called 80.00 acre tract of land recorded in the name of KB HOME LONE STAR INC., a Texas corporation, in Clerk's File (C.F.) No. 2017076084 of the Official Public Records of Real Property of Galveston County (O.P.R.R.P.G.C.); said 12.54 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone);

Commencing at a 1-inch iron pipe found at the most westerly northwest corner of said 63.60 acre tract and the southwest corner of a called 5.0 acre tract of land recorded in C.F. No. 8600357 of the O.P.R.R.P.G.C., same being on the east right-of-way line of Delany Road (60-feet wide);

Thence, with the west line of said 80.00 acre tract and the east right-of-way line of said Delany Road, South 02 degrees 17 minutes 38 seconds East, a distance of 857.92 feet to the **Point of Beginning** of the herein described tract;

Thence, through and within said called 80.00 acre tract, the following twenty-three (23) courses:

1. 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord that bears South 47 degrees 17 minutes 38 seconds East, a distance of 35.36 feet;
2. North 87 degrees 42 minutes 22 seconds East, a distance of 85.00 feet;
3. 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord that bears North 42 degrees 42 minutes 22 seconds East, a distance of 35.36 feet;
4. North 87 degrees 42 minutes 22 seconds East, a distance of 60.00 feet;
5. 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord that bears South 47 degrees 17 minutes 38 seconds East, a distance of 35.36 feet;
6. North 87 degrees 42 minutes 22 seconds East, a distance of 76.27 feet;



7. 115.84 feet along the arc of a curve to the left, said curve having a central angle of 04 degrees 33 minutes 42 seconds, a radius of 1,455.00 feet and a chord that bears North 85 degrees 25 minutes 31 seconds East, a distance of 115.81 feet;
8. 37.28 feet along the arc of a curve to the left, said curve having a central angle of 85 degrees 26 minutes 18 seconds, a radius of 25.00 feet and a chord that bears North 40 degrees 25 minutes 31 seconds East, a distance of 33.92 feet;
9. North 02 degrees 17 minutes 38 seconds West, a distance of 10.97 feet;
10. North 87 degrees 42 minutes 22 seconds East, a distance of 60.00 feet;
11. 40.57 feet along the arc of a curve to the left, said curve having a central angle of 92 degrees 59 minutes 23 seconds, a radius of 25.00 feet and a chord that bears South 48 degrees 47 minutes 20 seconds East, a distance of 36.27 feet;
12. 83.53 feet along the arc of a curve to the right, said curve having a central angle of 03 degrees 05 minutes 52 seconds, a radius of 1,545.00 feet and a chord that bears North 86 degrees 15 minutes 55 seconds East, a distance of 83.52 feet;
13. North 87 degrees 48 minutes 51 seconds East, a distance of 112.29 feet;
14. South 02 degrees 11 minutes 09 seconds East, a distance of 139.45 feet;
15. South 42 degrees 16 minutes 56 seconds West, a distance of 14.14 feet;
16. South 02 degrees 43 minutes 04 seconds East, a distance of 115.00 feet;
17. North 87 degrees 16 minutes 56 seconds East, a distance of 26.44 feet;
18. South 02 degrees 43 minutes 04 seconds East, a distance of 190.00 feet;
19. South 87 degrees 16 minutes 56 seconds West, a distance of 38.44 feet;
20. South 02 degrees 43 minutes 04 seconds East, a distance of 120.00 feet;
21. North 87 degrees 16 minutes 56 seconds East, a distance of 2.00 feet;
22. South 02 degrees 43 minutes 04 seconds East, a distance of 195.00 feet;
23. South 87 degrees 16 minutes 56 seconds West, a distance of 697.92 feet west line of aforesaid called 80.00 acre tract, same being on the east right-of-way line of aforesaid Delany Road;

24. Thence, with the common line of said 80.00 acre tract and said Delany Road, North 03 degrees 12 minutes 56 seconds West, a distance of 223.11 feet;
25. Thence, continuing with said common line, North 02 degrees 17 minutes 38 seconds West, a distance of 559.23 feet to the **Point of Beginning** and containing 12.54 acres of land.



Mark D. Armstrong
03/09/19



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 7n

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt the 2019-2020 City Council Vision and Goals.

☒ X

ATTACHMENTS FOR REFERENCE

1. Proposed 2019-2020 City Council Vision & Goals

STAFF BRIEFING:

- At the July 6, 2019 City Council Training, City Manager discussed establishing City Council Vision and Goals for the upcoming fiscal year.
- This document establishes a concise and unified direction for not only City Council, but staff as well.
- It includes the City's vision, roles of Council, Council goals, rules of engagement, and Council strategies.

HISTORY: N/A

TARGET IMPLEMENTATION: August 12, 2019

SIGNIFICANT ACTION DATES: N/A

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Vision & Goals | |
| ☒ 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 Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to adopt the 2019-2020 City Council Vision and Goals

FISCAL IMPACT: N/A



City of La Marque

City Council Vision & Goals

2019-2020

Vision

For the City of La Marque to be a clean, safe, vibrant, innovative and inclusive community which provides residents and businesses a high quality of life and that all are proud to call “home”. We will:

- Promote Residential and Commercial Growth
- Be Welcoming – Promote Unity – Build Trust
- Demonstrate Integrity
- Celebrate Cultural Diversity
- Expand Transparency
- Develop Human Assets / Relations
- Be Foreword Thinking
- Respect Our Natural Environment

Role of the City Council

- Achieve solvency through fiscal responsibility
- Promote open and honest communication with our citizens to foster a fully informed and engaged citizenry
- Be transparent in conducting city business
- Promote a spirit of cooperation and collaboration between local government entities
- Lead by example
- Develop necessary policies that are timely and effective
- Promote the City of La Marque
- Improve efficiency of city services
- Steer the vision of the City of La Marque
- Advocate for our citizens

City Council Goals

- La Marque will be a place where people are proud to live, work and engage in the community
- To develop a vibrant, well maintained and welcoming downtown business district
- To make La Marque attractive to local stakeholders and outside investors
- To effectively and efficiently manage city resources while maintaining and enhancing city services
- Maintain and improve infrastructure
- Creatively promote a positive image of the City of La Marque
- Keep La Marque schools in La Marque
- Stimulate responsible residential and commercial growth
- Cultivate green and recreational spaces for future generations
- Develop a vibrant, robust, well maintained, welcoming I-45 Corridor

Rules of Engagement

At all times, and in all interactions, the City Council will work to find common ground in the best interests of the citizens and stakeholders. While executing our duties, we will be:

- Respectful - of differing ideas and opinions, and other people's time
- Thoughtful - we will listen thoroughly and evaluate on merit
- Professional - punctual, present, and prepared
- Supportive - of each other, our City, our decisions and our staff
- Efficient - with the City resources, our time, and the time of others
- Informed - on current issues before the Council
- Honest/Ethical/Moral - in all interactions and communications

City Council Strategies

- Improve communications
- Enhance the quality of life of our stakeholders
- Improve customer experience in interactions with the City
- Increase sense of community
- Attract, develop, and retain quality city employees
- Develop collaborative efforts with the County to provide services
- Strengthen property values
- Continue to beautify our city
- Strengthen local businesses
- Advocate for the students in our schools; keep La Marque schools in La Marque
- Promote quality, sustainable and diversified housing

Mayor and Council Members

Bobby Hocking — Mayor
Keith Bell — Mayor Pro-Tem
Chris Lane — Council Member
Robert Michetich — Council Member
Casey McAuliffe — Council Member





CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019 Agenda item: 7o
Prepared by: Chaise Cary Reviewed by: Charlene Warren/
Charles Jackson
Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to ratify the City Manager's approval of expenditures in the amount of \$43,270.00 to Texas Pride Utilities, LLC for costs associated with emergency sanitary sewer rehabilitation project for the Layman Street/ Patricia Drive area.

☒

ATTACHMENTS FOR REFERENCE:

1. Texas Pride Utilities estimate
2. To-Mex Construction estimate
3. Vaught Construction estimate

STAFF BRIEFING:

- Layman Street/ Patricia Drive sanitary sewer collection line has deteriorated over the years.
- Public Works Department (PW) had received numerous calls from citizens with sewer back-ups in the area, with N. Camp Circle/ Layman St./ Patricia Dr. most affected.
- PW office was notified by staff that the sanitary line would not clear and homes were indeed backed-up.
- Crews operated the vacuum truck day and night to keep sanitary sewer lines flowing until the estimates and decisions were finalized.
- Public Works Director received three (3) quotes for emergency rehabilitation of 540 linear feet of the sanitary sewer main, upsizing the pipe from 6" to 8" to increase capacity.
- Texas Pride Utilities submitted the lowest estimate.

HISTORY:

July 10, 2019 – City staff was notified of a sewer main collapse in the back easement of Patricia Drive/ Layman Street utility easement. Director sought estimates for an emergency rehabilitation project.

July 12, 2019 – Emergency pipe bursting project commenced

July 15, 2019 – Emergency pipe bursting project concluded successfully

TARGET IMPLEMENTATION: N/A

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	
Actual Bid	\$43,270.00
Estimated Expenditure	\$43,270.00
Acct. Name(s)	R&M - Sewer
Line Item #	02-3011-22-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to ratify City Manager's approval of expenditures in the amount of \$43,270.00 to Texas Pride Utilities, LLC for costs associated with emergency sanitary sewer rehabilitation project for the Layman Street/ Patricia Drive area.

FISCAL IMPACT: Unanticipated emergency project, \$43,270.00



Texas Pride Utilities

725 Carby Rd
Houston TX 77037

Estimate

Date	Estimate No.
7/12/2019	2085

TO:

City of La Marque 2019
Patricia Dr
Pipe Bursting

Our quotation include all labor and material for the installation of the each pay item on the list below. Any additional work will require written acceptance of quotation before additional work can be performed.

Item No	Unit	Description	Qty	Unit Price	Total
1	LS	MOBILIZATION	1	3,800.00	3,800.00
2	LF	CCTV EXISTING 6-8" SANITARY SEWER LINE	540	4.00	2,160.00
3	LF	PIPE BURSTING EXISTING 6" SANITARY SEWER MAIN COMPLETE IN PLACE INCLUDING ALL LABOR, EQUIPMENT, TOOLS AND MATERIALS	540	36.00	19,440.00
4	EA	OBSTRUCTION REMOVAL	2	1,800.00	3,600.00
5	EA	SERVICE RECONNECTION COMPLETE IN PLACE INCLUDING ALL LABOR, EQUIPMENT, TOOLS AND MATERIALS. QUOTATION INCLUDES RECONNECTION TO MAIN AND SERVICE LEAD	13	600.00	7,800.00
6	EA	MANHOLE CONNECTION COMPLETE IN PLACE	2	495.00	990.00
7	LF	POST TV COMPLETE IN PLACE	540	2.00	1,080.00
8	EA	RE-ROUTE SERVICE RECONNECTION	1	1,400.00	1,400.00
9	LS	RESTORATION INCLUDING SODDING COMPLETE IN PLACE	1	3,000.00	3,000.00
Total					\$43,270.00

Phone #
8326070707

E-mail
lgtexaspride@yahoo.com

Web Site
www.texasprideutilities.com



ESTIMATE

EST # 10062108
DATE: 7/13/2019

VAUGHT Services LLC
18150 Imperial Valley
Houston, Texas 77060

TO: Chaise Cary
City of La Marque
4916 Texas Ave.
La Marque TX 77568

PROJECT: Laymen ST
La Marque TX 77568

Estimator	Job	Line Depth	Site Conditions / Host Pipe Material	Payment Terms	Proposal Good Thru
RG	Unk	<10 feet	Rear Easement / 6" Clay	NET 30	8/1/2019

ITEM NO.	EST. QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT
1	1	LS	Emergency Mobilization		\$10,000.00
2	450	LS	Pipe Burst 8.625" HDPE	\$70	\$31,500.00
3	1	LS	Obstruction Removal		\$3,500.00
			BASE TOTAL		\$45,000.00

- Quantity is based on information provided by the Customer and may vary based on field measurements to be verified by Contractor
- Contractor reserves the right to modify prices with written notice at any time during construction or until execution of formal contracts
- Items NOT included in quote unless expressly noted:

*Manhole Removal/Replacement or Coatings, Point Repairs,
Dewatering, Traffic Control outside of typical cones and signage,
Heavy Bypass Pumping, Paving Restoration
Pre or Post Television Inspection, Bands, Mechanical Pipe Cleaning,
SWPPP, Vibration Monitoring*

NO RETAINAGE SHOULD BE WITHHELD FROM CONTRACTOR PAYMENT

NOTE: The Customer shall be responsible for providing:

- Equipment Access to Manholes and Hydrants or free water source as necessary (including meters)
- All Heavy Traffic Control and Paving required for Surface Restoration
- All Permits and Permissions which may be necessary (Federal, State, Local, etc.)

Thank You for the Opportunity to Quote Your Work



Safety is our Quality!

July 12, 2019

To-Mex Construction, LLC
6320 Rockby Dr.
Houston TX, 77085
Contact: Jesse Torres
Mobile: (832) 661-3874
Email: tomexconstructionllc@outlook.com

Mr. Chase,

We appreciate the opportunity to submit this proposal and look forward to work with you. We are estimating the number of Obstruction Removal and Service Reconnections; it might be more or less, but the Unit Price will be the same. If you have any questions, please feel free to review and request any other information you may need.

QUOTATION

JOB INFORMATION					
City of LaMarque- Emergency Work by Pipebursting Method					
Attn: Chaise Cary					
Laymen ST.					

Bid Item	Item Description	Pay Unit	Unit Qty	Unit Price	Total Price
1	Mobilization	1	EA	\$4,500.00	\$4,500.00
2	Pipebursting 6"	450	LF	\$40.00	\$24,000.00
3	Obstruction Removal	3	EA	\$400.00	\$3,500.00
4	Dead End Clean Out / MH	1	EA	\$1,000.00	\$3,000.00
5	Service Reconnections	8	EA	\$800.00	\$6,400.00
6	Post-TV	1	EA	\$1,300.00	\$4,400.00
				TOTAL	\$45,700.00

Sincerely,

Maribel M. Torres
To-Mex Construction, LLC
281-989-9666

6320 Rockby Dr. • Houston, TX 77085 • (713) 283-8782 tomexconstructionllc@outlook.com



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Alex Getty

Agenda item: 7p

Reviewed by: Charlene Warren/

Charles Jackson

Department: EDC

AGENDA ITEM DESCRIPTION: Consider recommendation to award RFP #19-06 to A to Z Fence Company in the amount of \$42,415 for the installation of fencing at 401 Laurel.

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab
2. Proposals

STAFF BRIEFING:

- The perimeter fencing will replace an older chain link fence.
- The TREX fencing will better fit the theme of the Renaissance District and closely resemble what La Marque Police Department recently installed.
- Fencing around the new condensing units will help better secure them.
- Funds have been verified as available by the Finance Director.
- Of responses received, three (3) qualified RFP(s) were received.
- Please see the enclosed bid tabulation for bid results.
- Staff recommends awarding the proposal for \$42,415 to A to Z Fence Co. as the lowest qualified bid meeting specifications.
- The proposal amounts are based on specifications supplied by the City of La Marque.

HISTORY:

- Citizens/Business Owners/City Council/EDC participated in the A&M study regarding downtown revitalization through the Texas Coastal Watershed Program

TARGET IMPLEMENTATION: August 13, 2019

SIGNIFICANT ACTION DATES:

June 27, 2019 - Publicized in the Galveston Daily News - 1st time

July 4, 2019 - Publicized in the Galveston Daily News - 2nd time

July 15, 2019 - Request for Proposal #19-06 opened in Council Chambers



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	
Actual Bid	\$42,415
Estimated Expenditure	\$42,415
Acct. Name(s)	Repair & Maintenance Facilities
Line Item #	19-3010-00-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award RFP #19-06 to A to Z Fence Company in the amount of \$42,415 for the installation of fencing at 401 Laurel

FISCAL IMPACT: The goal is for downtown to continue to be an economic driver and gathering place for generations to come.

Bid Tab for RFP #19-06

<u>Company</u>	<u>Price</u>
A to Z Fence Co.	\$42,415
Backwater Fence	\$53,037
K.R. Allen Construction	\$62,274.20

Pricing Form

Project Cost

Materials Cost:	\$	30,415-
Labor Cost:	\$	12,000-
Total:	\$	42,415-

Signatures: By signing this document, I agree that I have received and reviewed all specifications, plans, and addenda and considered all costs associated with calculating the total bid price.

Offeror:

Barry L Alexander Sr. - A to Z Fence Co

(print or type full name of authorized signer)

** By:

Barry L Alexander Sr.
07/12/2019

(signature) (date)

P.O. Box 775
La Marque, Texas 77568
Phone (409) 935-3033 la
Fax (409) 935-7476
azfence@sbcglobal.net

Texas City – La Marque 2016 Business of the Year

July 12, 2019

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

Invitation Proposal: **RFP #19-06**

Job Location: **“Installation of Fencing At 401 Laurel Street”
for the La Marque Economic Development Corporation**

We hereby submit specifications and estimates to furnish all labor and materials to perform the following scope of work.

Bid #1: Part 1: TREX Fence

- Item #1 – Install 337’ of 8” TREX Fencing, No Gates
Item #2 – Remove 260’ of Chain Link Fence
Item #3 – Install 10 Cement Core Drills
Item #4 – Remove 2 Tree Stumps Even with Ground

Total Bid #1: TREX Fence	\$29,950.00
Sales Tax and Permit Not Included	

Bid #2: Part 2: Ameristar Fence

- Item #1 – Install 59' of 6' Ameristar, Spear Top, Black Residential Grade 3 Rail, 5/8 Picket
Item #2 – Install 5 - 48" x 6' Walk Gate
Item #3 – Install 81' of Black Privacy Slats on Ornamental Fence

Total Bid #2: Ameristar Fence \$5,900.00
Sales Tax and Permit Not Included

Bid #3: Part 3: Ameristar Fence

Note: Location **Part 3: Out Door Seating Area – Patio Area**

Item #1 – Install 56' of 4' Ameristar Montage Industrial Fence

Item #2 – Install 9 Posts with Floor Flanges

Item #3 – Install 1 - 42" x 4' Walk Gate

Item #4 – Install 7 Wall Anchors

Total **Bid #3: Ameristar Fence**

\$5,925.00

Sales Tax and Permit Not Included

Bid #4: Part 4: Existing Air Conditioner Units

Item #1 – To Anchor Down 8 Existing Air Conditioner Units,

Note: Make Extra Secure with 2 Vinyl Coated Cables on each Anchored
Down to the Cement Base

Total **Bid #4: AC Units**

\$640.00

Sales Tax and Permit Not Included

-Quote Good for 60 Days-

Contract Conditions: The above bid, when accepted by this Company, becomes a contract. All Invoices shall be paid within Invoice Terms after completion of the project. A 10% will be added to any remaining amount after due date.

If payment is not made as per terms of this contract, the property owner expressly gives this company the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession. Property owner is solely responsible for locating, staking and clearing fence lines. Customer also agrees that this Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands that there is no warranty on wood fence materials. More or less material other than amount contracted for and digging problems will be debited or credited at current rate. MasterCard, Visa and Bank Debit Card are accepted with a transaction fee of 3% of total invoice. Property owner is solely responsible for any permit fees if required.

Customer Acceptance _____

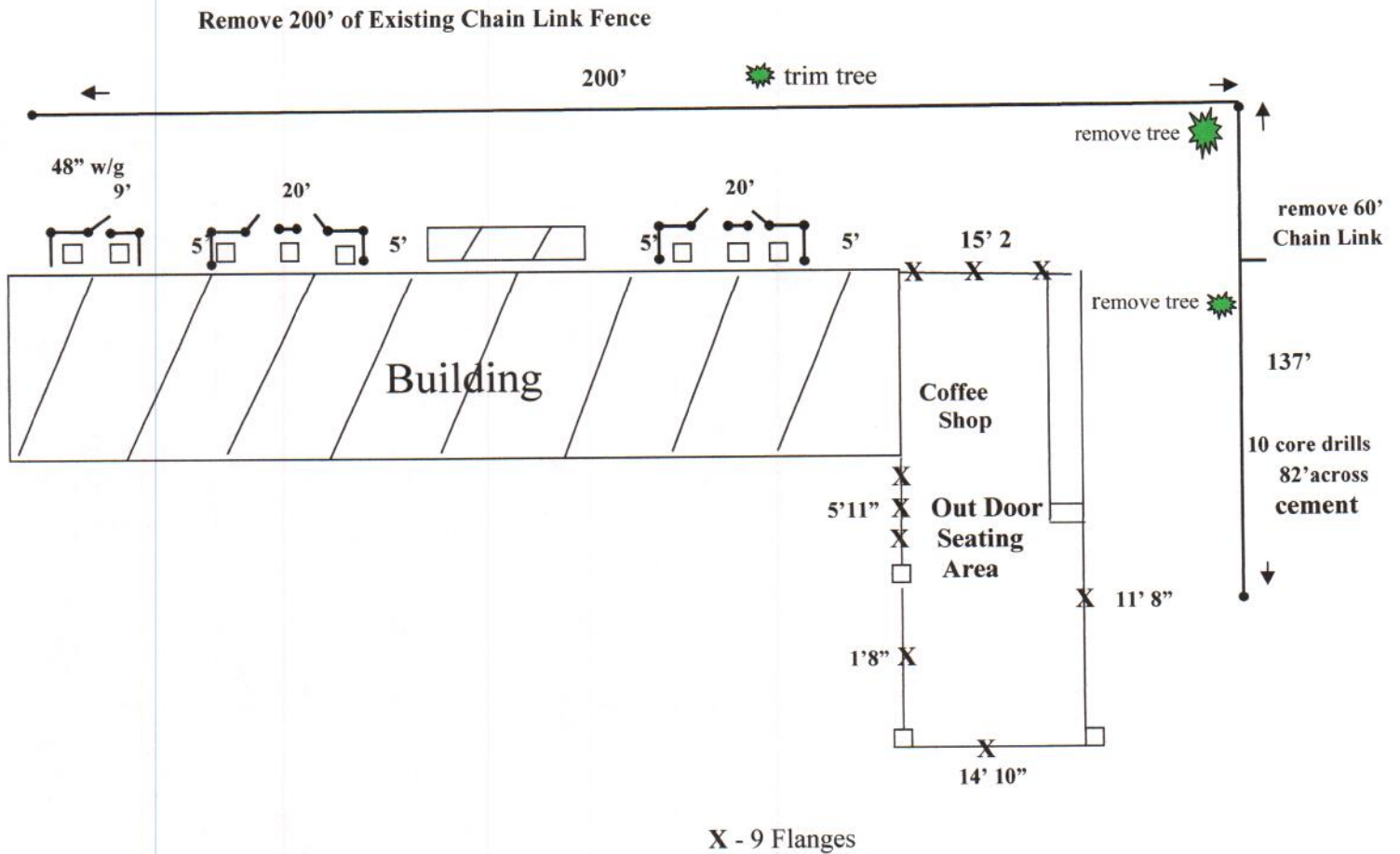
Date _____

A to Z Fence
2709 Main Street
PO Box 775
La Marque, TX 77568

City of La Marque, Attn: City Clerk

Bid Number: RFP #19-06

Bid Title: Installation of Fencing at 401 Laurel Street



Privacy Slats for Aluminum, Steel, and Wrought Iron Fence



Aluminum fences are so beautiful, yet in some applications privacy is a must. Until now no viable solution was available. Aluminum fence slats are designed for 100% privacy for all types of picket sizing. Aluminum Fence Privacy slats transform your aluminum fence into a privacy fence. This is the most economical way to turn your aluminum fence into privacy fence without using any screws. Aluminum fence privacy slats can be used for residential aluminum fence, commercial aluminum fence and even industrial aluminum fence.

What's really unique about our panels is that they are able to turn 90°. This is particularly great if you have a scenic view beyond your fence that you would like to see from time to time, or if you'd like to redirect a breeze. The panels are made of PVC plastic with U.V. and embrittlement resistors similar to siding for houses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (903)832-6561 Liles Insurance, Mike House Account PO Box 6062 Texarkana, TX 75505	CONTACT NAME: Mike Liles	
	PHONE (A/C, No, Ext): (903)832-6561 Ext. FAX (A/C, No): (903)838-4869	
	E-MAIL ADDRESS: mliles@cableone.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: THE SENTINEL INSURANCE COMPANY	11000
INSURED A TO Z FENCE COMPANY B L ALEXANDER ENTERPRISES, INC. DBA P. O. BOX 775 LAMARQUE, TX 77568 (409)935-3033 Ext.	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000		
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000		
	CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000		
	☒ BFPD/ XCU	X	Y	46SBMBK2701	06/06/19	06/06/20	PERSONAL & ADV INJURY \$ 1,000,000	
	☒ CROSS LIAB CLAUSE						GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000		
	POLICY ☒ PRO-JECT ☐ LOG					\$		
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 500,000		
	☒ ANY AUTO					BODILY INJURY (Per person) \$		
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS			46UECKN2433	06/06/19	06/06/20	BODILY INJURY (Per accident) \$	
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
							\$	
A	☒ UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000		
	EXCESS LIAB			46SBMBK2701	06/06/19	06/06/20	AGGREGATE \$ 1,000,000	
	DED ☒ RETENTION \$						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATUS ☐ DTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	Y	46WBCAF3147	08/10/18	08/10/19	E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000	
							E L DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LA MARQUE
LA MARQUE CITY CLERK
1111 BAYOU ROAD
LA MARQUE TX 77568

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LA MARQUE ECONOMIC DEVELOPMENT

© 1988-2010 ACORD CORPORATION. All rights reserved.



Backwater Fence

July 12, 2019

Re: Fencing and Gates – 401 Laurel St.

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

Attn: City Clerk

Backwater Fence proposes to furnish materials, labor and supervision for the following items. If you have any further questions or concerns, please feel free to contact us.

Part 1

Item #1 – Furnish and install up to 337 linear feet of 8 foot tall, Trex fence. Includes 10 core drills

Item #2 – Demo and haul off up to 260 linear feet of existing chain link fence.

Item #3 – Cut (2) tree stumps to grade.

Part 2

Item #5 – Furnish and install up to 59 linear feet of 6 foot tall Ameristar Residential fence including (5) 4 foot wide, single swing gates with standard hinges and lockable latches.

Item #6 – Furnish and install up to 81 linear feet of black privacy slats on the ornamental iron fence.

Part 3

Item #7 –Furnish and install up to 56 linear feet of 4 foot tall Ameristar Montage Industrial fence including (1) 42" wide, single swing gate with standard hinges and lockable latches. (9) posts flanged and (7) wall anchors included.

Part 4

Item #8 – Anchor down (8) existing air condition units with 2 vinyl coated cables on each anchored down to the cement base.

Item #9 – Trim and remove tree as shown on attached diagram.

TOTAL \$53,037.00

Material Tax Excluded

Quote valid for 60 days

Addenda acknowledged – n/a

Unless specifically included above, the following items are excluded – concrete/asphalt breaks, core drilling, knox boxes/knox locks, panic hardware, mow strips, signage, painting, surveying, staking, clearing, grading, bonds, grounding of fence, demo and haul off,

**11603 N Houston Rosslyn, Bldg. 2 • Houston, Texas 77086 •
Office: 832.680.6107 • Fax: 832.680.6108 • www.backwaterfence.com**

Pricing Form

Project Cost

Materials Cost:	\$ 42,537. ⁰⁰
Labor Cost:	\$ 10,500. ⁰⁰
Total:	\$ 53,037. ⁰⁰

Signatures: By signing this document, I agree that I have received and reviewed all specifications, plans, and addenda and considered all costs associated with calculating the total bid price.

Offeror:

BACKWATER FENCE

(print or type full name of authorized signer)

**** By:**

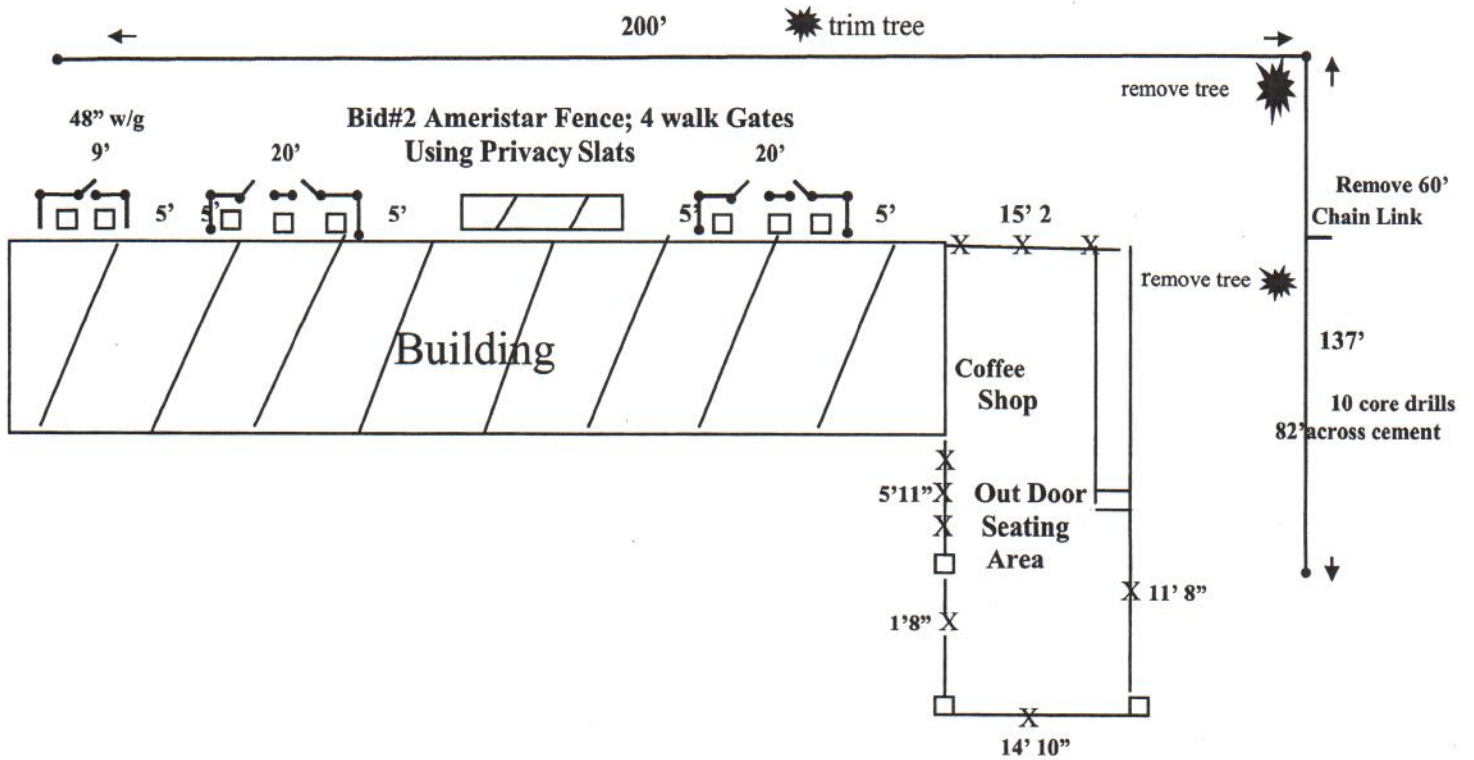


CHRIS MORTON

7/12/19

(signature) (date)

Remove 200' of Existing Chain Link Fence



X - 9 Flanges



K.R. Allen Construction L.L.C.

"Innovation from Experience"

July 12, 2019

Subject: Proposal

Attn: Alex Getty

Job Address: RFP#19-06
401 Laurel St.
La Marque, Texas

Phone:

Email: agetty@lmedc.com

Job Description: RFP#19-06

Part 1 – Trex Fence

1. Install 337' of 8' TREX Fencing, No Gates
2. Remove 260' of existing chain link fence
3. Install 10 Cement Core Drills
4. Remove 2 Hackberry Trees, Stumps even with ground

Part 2 – Ameristar

1. Install 59' of 6' Ameristar, Spear Top (Classic), Black Residential Grade 3 Rail, 5/8 Picket
2. Install 5 – 48" x 6' Ameristar Montage Walk Gate
3. Install 81' of Black PVC Privacy Picket Panels by Hurricane Mfg. on Classic Residential Ornamental Fence

Part 3 – Ameristar

1. Install 56' of 4' Ameristar Montage Industrial fence
2. Install 9 post with floor flanges
3. Install 1 – 42" x 4' Ameristar Montage Industrial Walk Gate
4. Install 7 wall anchors

Part 4

1. Anchor Down 8 existing Air Conditioner Units, make extra secure with 2 vinyl coated cables on each Anchored Down to cement base.
2. Trim Oak tree per diagram

Pricing Form

Project Cost

Materials Cost:	\$ 37,364.52
Labor Cost:	\$ 24,909.68
Total:	\$ 62,274.20

Signatures: By signing this document, I agree that I have received and reviewed all specifications, plans, and addenda and considered all costs associated with calculating the total bid price.

Offeror:

Larry Allen, Manager

7.12.19

(print or type full name of authorized signer)

**** By:**

7.12.19

(signature) (date)

Exclusions: Taxes, Permits and Inspections, Drawings, Testing, Taps, Tap Fees, Gas Meter, Electric Meter. Removal of excess soil Payment and Performance bonds (Add 3.5%) Any concealed conditions, Electrical, gas, sewer, water and all telecommunications service dis-connects, re-routes and make safes. Any required temporary site fencing. Importing any backfill and compaction of soils. Soils testing and compaction testing Replacement of materials removed. All hazardous materials, abatement or testing except as shown above. Site work or any restoration work except as noted above and any other work not mentioned above.

Estimate Cost: Sixty-Two Thousand Two Hundred Seventy-Four Dollars and Twenty/Cents \$62,274.20
(Taxes Not Included, apply if applicable)

Payment terms: TBD

Terms of Contract:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above estimate. This bid breakdown is furnished in order to assist you in your decision-making process only. If you desire to delete a portion of this bid from a future contract, you must contact K.R. Allen Construction L.L.C. prior to bidding as to the acceptability of any package other than what has been bid. We retain the right to decline this job if this proposal is not accepted in writing within 5 days and is void thereafter.

If a dispute arises out of or relates to this proposal, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 14 days administered before resorting to arbitration, litigation, or some other dispute resolution procedure. Any costs related to mediation, arbitration, lien filing fees, and/or court cost will be added to this proposal amount.

Acceptance of Proposal

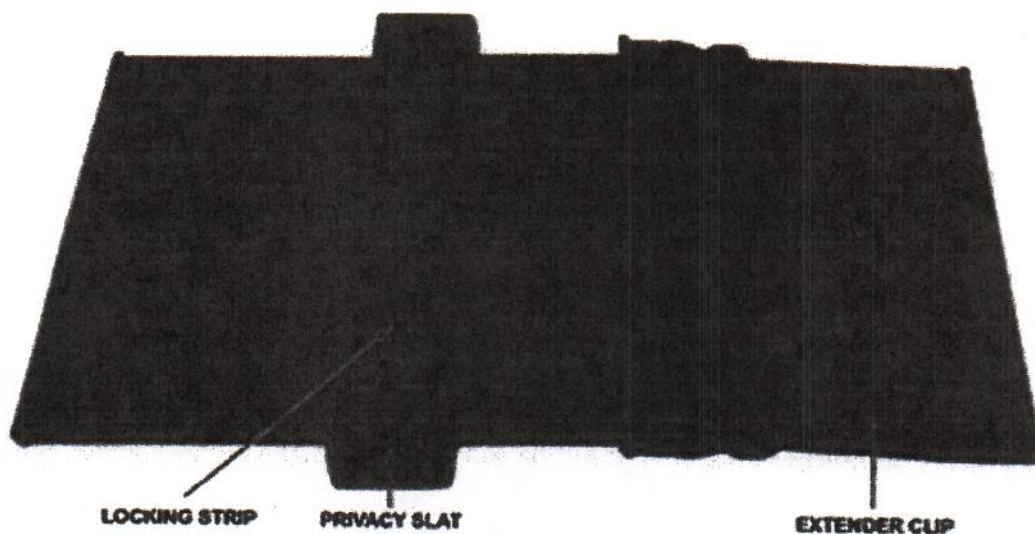
The above prices, specifications and conditions are hereby accepted. You are authorizing to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date



Privacy Picket Panels



Hurricane Privacy Picket Panels are made of P.V.C. plastics with UV and embitterment resistors. They can be used both indoors and outdoors. Panels simply snap onto ornamental pickets. No other mechanism is involved.

Use Hurricane Privacy Picket Panels for a complete enclosure or open for a semi-private view. The Picket Panels open at 90° so you can open some or all of them. Easy to install, Easy to maintain. No experience needed.

Extender Clips and U-Locks

Extender Clips and U-Locks are used if you want complete privacy. The Extender Clips fill in the air gaps next to the newel posts. They slide down onto either side of the Privacy Picket Panels. U-Locks are intended to snap onto the back of all Privacy Picket Panels to secure them from turning and opening up. These are great if you are NOT going to open panels for a scenic view or wind flow.

Copyright © 2017 Hurricane Mfg. Co. LLC - All Rights Reserved.

Powered by GoDaddy



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Venisha Henderson/
Chaise Cary

Department: Public Works

Agenda item: 7q

Reviewed by: Charlene Warren/
Charles Jackson

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid **LM #01-20** to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$44,807.00.

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid to DXI Industries as the only qualified bidder meeting all specifications.
- The bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were 212 bids solicited on the City's website and as well 33 solicited on Texas Bid System.
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period.
- Bid was posted on the City's web site and on Texas Bid Systems network.
- Two (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 in the treatment process for the City's Wastewater Discharge and Disinfection of potable drinking water.

TARGET IMPLEMENTATION: **October 1, 2019**

SIGNIFICANT ACTION DATES:

October 1, 2019 - 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 |
| ☒ Other – Award of Bid | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$60,000
Actual Bid	\$44,807.00
Estimated Expenditure	\$60,000
Acct. Name(s)	Operating Supplies
Line Item #	02-2010-24-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid **LM #01-20** to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$44,807.00.

FISCAL IMPACT: These chemicals are annual reoccurring cost. The annual bid was under the estimated budget costs of chemicals.

**BID TAB
LM 01-20
CHLORINE
CALCIUM HYPOCHLORITE
SULFUR DIOXIDE**

Bidder: DXI Industries, Inc.

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	150 lb. Cylinders of Chlorine as Specified	\$ 112.00	\$ 3,136.00
24	1 - Ton Cylinder of Chlorine as Specified	\$ 794.00	\$ 19,056.00
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$ 182.00	\$ 3,640.00
165	150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications	\$ 115.00	\$ 18,975.00

Bidder: Univar USA, Inc.

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	150 lb. Cylinders of Chlorine as Specified	No Bid	No Bid
24	1 - Ton Cylinder of Chlorine as Specified	No Bid	No Bid
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	No Bid	No Bid
165	150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications	No Bid	No Bid



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Venisha Henderson/
Chaise Cary

Department: Public Works

Agenda item: 7r

Reviewed by: Charlene Warren/
Charles Jackson

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid LM #03-20 Cold Mix Cold Lay to Century Asphalt in the amount of \$32,200.00.

X

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Century Asphalt as the only qualified bidder meeting all specifications.
- The cold mix cold lay products are used to repair routing pot holes within asphalt roadways.
- All bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were 212 bids solicited on the City website and 13 bids solicited on Texas Bid System.
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period.
- Only one qualified bid was received.
- Please see attached bid tabulation for bid results.

HISTORY: N/A

TARGET IMPLEMENTATION: October 1, 2019

SIGNIFICANT ACTION DATES:

10/1/2019 - Contracts need to be in place and PO's approved prior to this date

ACTION:

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

Cost Details:

Budgeted	\$35,000.00
Actual Bid	\$32,200.00
Estimated Expenditure	\$35,000.00
Acct. Name(s)	CIP Fund
Line Item #	65-9001-00-00 01-3010-12-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to award Bid **LM #03-20** Cold Mix Cold Lay to Century Asphalt in the amount of \$32,200.00

FISCAL IMPACT: Annual recurring cost.

**BID TAB
LM #03-20
COLD MIX COLD LAY (CMCL) - SECTION I**

Bidder: Century Asphalt LLC

Estimate d Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$92.00 / ton	\$ 32,200.00
	TOTAL COST		\$ 32,200.00



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Venisha Henderson/
Chaise Cary

Department: Public Works

Agenda item: 7s

Reviewed by: Charlene Warren/
Charles Jackson

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid LM #05-20 to Evoqua Water Technologies, LLC for Odor and Corrosion Control in the amount of \$175,320.00.

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid to Evoqua Water Technologies, LLC as the only qualified bidder meeting all specifications.
- All bid amounts are based on estimated quantities supplied by the City of La Marque.
- Bid was posted on the City's web site and on Texas Bid Systems network.
- There were 212 bids solicited on the City's website and as well 35 solicited on Texas Bid System network.
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period.
- Only one (1) qualified bidder bid was received.
- Please see the bid tabulation for bid results.

HISTORY:

- Odor control product was purchased annually as 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 has now bid the required chemical.
- This product has worked well in reducing strong hydrogen sulfide odors at the Wastewater Treatment Plant and two other locations within the City.

TARGET IMPLEMENTATION: **October 1, 2019**

SIGNIFICANT ACTION DATES:

October 1, 2019 – 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 |
| ☒ Other - Award of Bid | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$90,000.00
Actual Bid	\$175,320.00
Estimated Expenditure	\$90,000.00
Acct. Name(s)	Operating Supplies
Line Item #	02-2010-24-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid **LM #05-20** to Evoqua Water Technologies, LLC for Odor and Corrosion Control in the amount of \$175,320.00

FISCAL IMPACT: Annual recurring cost.

**LM 05-20
Bid Tab
Odor and Corrosion Control
Waste Water Treatment Plant**

Bidder: Evoqua Water Technologies

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	Total Price
90,000 Gallons	\$ 1.948	\$ 175,320.00
Mobilization of Equipment	\$ Included	\$ Included
De-Mobilization of Equipment	\$ Included	\$ Included

Bidder: Pencco, Inc.

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	Total Price
90,000 Gallons	\$ 1.95	\$ 175,500.00
Mobilization of Equipment	\$ 0.30	\$ 27,000.00
De-Mobilization of Equipment	\$ 0.40	\$ 36,000.00



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2019

Prepared by: Charlene Warren

Agenda item: 7t

Reviewed by: Charlene Warrnel

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid **LM #06-20** to Oriental Building Services, Inc. for janitorial services in the amount of \$32,393.88.

☒

ATTACHMENTS 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 July 17, 2019, a bid notice was posted on both the City's website and Texas Bid System's website.
- There were 212 bids solicited through the City's website and 45 bids through Texas Bid System.
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period (7/17/2019 and 7/24/2019).
- Fourteen (14) interested vendors attended the mandatory pre-bid conference on July 24, 2019.
- On July 31, 2019, eight (8) bids were submitted and five (5) were qualified to continue the process.
- Janitorial products and consumables are 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 #06-20 Janitorial Services to Oriental Building Services, Inc. (OBS), the second lowest qualified bid meeting specifications.
- Although one bid was lower, OBS is within the 3% allowed for consideration.
- Based on responsiveness, service history, and an in-state vendor, staff recommends the incumbent.
- Finance Director has reviewed.

HISTORY:

- Previous vendors have been selected through the formal bid process.

TARGET IMPLEMENTATION: **October 1, 2019**



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

07/17/2019 - Bid Packet posted on City website and Texas Bid System

07/17/2019 - Legal Ad placed in Galveston County Daily News

07/24/2019 - Legal Ad placed in Galveston County Daily News

07/31/2019 - Bid opened

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - 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	\$32,393.88
Estimated Expenditure	\$32,393.88
Acct. Name(s)	Various Depts.
Line Item #	Various Depts.
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to award of Bid **LM #06-20** to Oriental Building Services, Inc. for janitorial services in the amount of \$32,393.88

FISCAL IMPACT: Budgeted line item - **\$32,393.88**

LM 06-20 JANITORIAL SERVICES FOR CITY FACILITIES
BID TAB

Building	# Days/Week	Monthly Charge				
		M&R's Elite	Executive	Ambassador	Oriental	Kleen-Tech
City Hall	5	\$1,000.00	\$1,200.00	\$600.00	\$618.05	\$471.00
Council Chambers	3	\$400.00	\$720.00	\$403.00	\$309.02	\$337.00
Police Dept.	5	\$1,150.00	\$2,400.00	\$599.00	\$618.05	\$714.00
Library	3	\$600.00	\$1,440.00	\$388.00	\$370.83	\$317.00
Public Works	3	\$600.00	\$720.00	\$330.00	\$320.00	\$317.00
EDC	5	\$600.00	\$1,200.00	\$648.00	\$463.54	\$474.00
Monthly Fees:		\$4,350.00	\$8,640.00	\$2,973.00	\$2,699.49	\$2,630.00
Annual Total:		\$52,200.00	\$103,680.00	\$35,676.00	\$32,393.88	\$31,560.00

SIGNATURE PAGE

**LM #06-20
JANITORIAL SERVICES**

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

Total amount of Bid: \$ 4,350.00 per month

M & R's Elite Janitorial Solutions, LLC
Company Name


Signature

Felipe Romero, Jr., Business Manager
Printed Name & Title

fromero@mrelitejanitorial.com
E-mail Address

20526 Broughwood Cir
Address

Katy, TX 77449
City, State & Zip

832-647-1689 281-533-8027
Phone Fax

07/30/2019
Date

Acknowledgement of any and all addenda received:

Addendum #1 _____

Addendum #2 _____

0 • *

4,350 • 00 x

12 • =

52,200 • 00 *

PROPOSAL

Building	MONTHLY RATE 3 Times / Week	MONTHLY RATE 4 Times / Week	MONTHLY RATE 5 Times / Week
City Hall 1111 Bayou Road 5 Times/Week	\$	\$	\$ 1,000.00
Council Chambers 1109-B Bayou Rd. 3 Times/Week	\$ 400.00	N/A	N/A
Police Department 431 Bayou Road 5 Times/Week, Sunday - Friday; Jail - Once a Week	N/A	N/A	\$ 1,150.00
Library 1011 Bayou Road Tues., Thurs. & Sat. 3 Times/Week	\$ 600.00	N/A	N/A
Public Works 4916 FM 1765, Suite C 3 Times/Week	\$ 600.00	N/A	N/A
Economic Dev. Corp. 1130 1 st St. 5 Times/Week	N/A	N/A	\$ 600.00

SIGNATURE PAGE

LM #06-20
JANITORIAL SERVICES

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

Total amount of Bid: \$ 8640.⁰⁰ MTH - 112,320 YRLY

\$103,680.⁰⁰

EXECutive Building Systems INC
Company Name

Shirley Brigham
Signature

SHIRLEY BRIGHAM owner
Printed Name & Title

EXECutwebuilding@comcast.net
E-mail Address

1306 FM 1092 #402 A
Address

Missouri City, Texas 77459
City, State & Zip

281-261-4700 281-261-4003
Phone Fax

7-31-2019
Date

Acknowledgement of any and all addenda received:

Addendum #1 _____

Addendum #2 _____

0. *
8,640. x
12. =
103,680.00 *
0. *
8,640. x
12. =
103,680.00 *

PROPOSAL

Building	MONTHLY RATE 3 Times / Week	MONTHLY RATE 4 Times / Week	MONTHLY RATE 5 Times / Week
City Hall 1111 Bayou Road 5 Times/Week	\$ 9,360.00 - YRLY \$ 720.00	\$ 12,480.00 - YR \$ 960.00	\$ 15,600.00 - YR \$ 1200.00
Council Chambers 1109-B Bayou Rd. 3 Times/Week	\$ 9,360.00 YR \$ 720.00	N/A	N/A
Police Department 431 Bayou Road 5 Times/Week, Sunday - Friday; Jail - Once a Week	N/A	N/A	\$ 31,200.00 - YR \$ 2400.00
Library 1011 Bayou Road Tues., Thurs. & Sat. 3 Times/Week	\$ 18,720.00 - YR \$ 1440.00	N/A	N/A
Public Works 4916 FM 1765, Suite C 3 Times/Week	\$ 9360.00 - YR \$ 720.00	N/A	N/A
Economic Dev. Corp. 1130 1st St. 5 Times/Week	N/A	N/A	\$ 15,600.00 YR \$ 1200.00

SIGNATURE PAGE

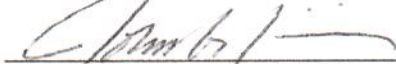
LM #06-20
JANITORIAL SERVICES

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

Total amount of Bid: \$ 2973.00

Ambassador Services, LLC

Company Name



Signature

John Kisamis

Printed Name & Title

jkissamis@ambassadorusa.com

E-mail Address

11710 N Freeway Suite 200

Address

Houston, TX 77060

City, State & Zip

713-265-7229

Phone

832-324-7790

Fax

July 29, 2019

Date

Acknowledgement of any and all addenda received:

Addendum #1

Addendum #2

0 • *

2,973.00 x

12 • =

35,676.00 *

PROPOSAL

Building	MONTHLY RATE 3 Times / Week	MONTHLY RATE 4 Times / Week	MONTHLY RATE 5 Times / Week
City Hall 1111 Bayou Road 5 Times/Week	\$ N/A	\$ N/A	\$ 600.00
Council Chambers 1109-B Bayou Rd. 3 Times/Week	\$ 403.00	N/A	N/A
Police Department 431 Bayou Road 5 Times/Week, Sunday - Friday; Jail - Once a Week	N/A	N/A	\$ 599.00
Library 1011 Bayou Road Tues., Thurs. & Sat. 3 Times/Week	\$ 388.00	N/A	N/A
Public Works 4916 FM 1765, Suite C 3 Times/Week	\$ 330.00	N/A	N/A
Economic Dev. Corp. 1130 1 st St. 5 Times/Week	N/A	N/A	\$ 648.00

SIGNATURE PAGE

LM #06-20
JANITORIAL SERVICES

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

Total amount of Bid: \$ _____

Oriental Building Services South Houston
Company Name


Signature

Sydney Jim, Director of Houston Division

Printed Name & Title

sydney.jim@obsusa.net

E-mail Address

54 Sugar Creek Center Blvd. Ste 200

Address

Sugar Land TX 77478

City, State & Zip

713-702-7037

Phone

Fax

07/31/19

Date

Acknowledgement of any and all addenda received:

Addendum #1 _____

Addendum #2 _____

0• *

618•05 +

309•02 +

618•05 +

370•83 +

320•00 +

463•54 +

0• *

2,699.49

0• **

0• *

2,699.49 x

12• =

32,393.88 *

PROPOSAL

Building	MONTHLY RATE 3 Times / Week	MONTHLY RATE 4 Times / Week	MONTHLY RATE 5 Times / Week
City Hall 1111 Bayou Road 5 Times/Week	\$ 463.53	\$ 525.34	\$ 618.05
Council Chambers 1109-B Bayou Rd. 3 Times/Week	\$ 309.02	N/A	N/A
Police Department 431 Bayou Road 5 Times/Week, Sunday - Friday; Jail - Once a Week	N/A	N/A	\$ 618.05
Library 1011 Bayou Road Tues., Thurs. & Sat. 3 Times/Week	\$ 370.83	N/A	N/A
Public Works 4916 FM 1765, Suite C 3 Times/Week	\$ 320.00	N/A	N/A
Economic Dev. Corp. 1130 1 st St. 5 Times/Week	N/A	N/A	\$ 463.54

SIGNATURE PAGE

LM #06-20
JANITORIAL SERVICES

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

Total amount of Bid: \$ 2,630 per month, \$31,560 per year

Kleen-Tech
Company Name


Signature

Rick LeForce, Chief Financial Officer
Printed Name & Title

RLeforce@Kleen-Tech.com
E-mail Address

7100 Broadway, Suite 6L
Address

Denver, CO 80221
City, State & Zip

1-866-385-0672
Phone

303-428-2260
Fax

July 29, 2019
Date

Acknowledgement of any and all addenda received:

Addendum #1 _____

Addendum #2 _____

PROPOSAL

Building	MONTHLY RATE 3 Times / Week	MONTHLY RATE 4 Times / Week	MONTHLY RATE 5 Times / Week
City Hall 1111 Bayou Road 5 Times/Week	\$ 369	\$ 317	\$ 471
Council Chambers 1109-B Bayou Rd. 3 Times/Week	\$ 337	N/A	N/A
Police Department 431 Bayou Road 5 Times/Week, Sunday - Friday; Jail - Once a Week	N/A	N/A	\$ 714
Library 1011 Bayou Road Tues., Thurs. & Sat. 3 Times/Week	\$ 317	N/A	N/A
Public Works 4916 FM 1765, Suite C 3 Times/Week	\$ 317	N/A	N/A
Economic Dev. Corp. 1130 1 st St. 5 Times/Week	N/A	N/A	\$ 474