

**NOTICE OF LA MARQUE
CITY COUNCIL
BY TELEPHONE CONFERENCE**

In accordance with order of the Office of the Governor issued March 16, 2020, the La Marque City Council will conduct a Regular meeting on **Monday, August 10, 2020 immediately following the Workshop that begins at 6:00 PM by telephone and video conference** in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus/COVID-19. This Notice, the meeting agenda, and the agenda packet can be found online at:

<https://ci.la-marque.tx.us/AgendaCenter>

THERE WILL BE NO PUBLIC ACCESS TO CITY HALL DURING THE MEETING.

The public will be permitted to offer public comments telephonically as provided below and as permitted by the Mayor during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:

1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 92493940502

Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/92493940502>

Once you are on the website, you may need to enter the following:

Meeting ID: 924 9394 0502

If you require accommodation to participate in this meeting, contact the City Clerk at 409-938-9259 or cityclerk@cityoflamarque.org at least 48 hours prior to the meeting start time.



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-2020-0011

RESOLUTION NO. R-2020-0013

**CITY OF LA MARQUE
CITY COUNCIL
AGENDA
of
AUGUST 10, 2020**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting **via teleconference (ZOOM)** on Monday, August 10, 2020, beginning immediately after the City Council Workshop that begins at 6:00 p.m.; but no later than 7:00 p.m. for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) PUBLIC HEARING (S)

- a. Conduct Public Hearing to hear public comment relating to adopt Ordinance No. **O-2020-0009**, amending Article III, SPEED REGULATIONS of the La Marque Code of Ordinances, Section 62-88, reducing the speed limit on the Northbound Main lanes and Southbound Main lanes of IH45 from 65 mph to 55 mph, and reducing the speed limit on the Northbound Frontage Road and the Southbound Frontage Road from 50 mph to 45 mph, until the completion of the freeway expansion project by the Texas Department of Transportation
- b. Conduct Public Hearing to hear public comment relating to adopt Ordinance No. **O-2020-0011**, a request for abandonment of an unimproved public right-of-way in the Ambrose subdivision near FM 1765 and Delany Road

(4) OLD BUSINESS

- a. Consider recommendation to adopt Ordinance No. **O-2020-0009**, amending Article III, SPEED REGULATIONS of the La Marque Code of Ordinances, Section 62-88, reducing the speed limit on the Northbound Main lanes and Southbound Main lanes of IH45 from 65 mph to 55 mph, and reducing the speed limit on the Northbound Frontage Road and the Southbound Frontage Road from 50 mph to 45 mph, until the completion of the freeway expansion project by the Texas

- b. Consider recommendation to adopt Ordinance No. **O-2020-0011**, a request for abandonment of an unimproved public right-of-way in the Ambrose subdivision near FM 1765 and Delany Road – Legal Derra Purnell **THIS IS THE SECOND AND FINAL READING**
- c. Discussion/possible action regarding CARES Act Interlocal Agreement request by County of Galveston - City Manager C. Jackson **THIS ITEM WAS TABLED AT THE JULY 13, 2020 COUNCIL MEETING**

(5) ANNOUNCEMENTS

- a. Announcing the First Public Hearing for the proposed FY 2020-2021 Tax Rate to be held on Monday, August 17, 2020 and the Second Public Hearing for the 2020-2021 Tax Rate to be held on Monday, September 15, 2020 – Finance Director S. Kou
- b. Announcing the First Public Hearing for the proposed FY 2020-2021 Budget to be held on Monday, September 8, 2020 – Finance Director S. Kou
- c. Letter of Recognition for Councilmember Chris Lane (District B)

(6) CONSENT

- a. Consider recommendation to authorize the Mayor to execute an Interlocal Agreement (ILA) between the City of La Marque and the County of Galveston for the City's continued participation in the Galveston County Auto Crimes Task Force - Police Chief K. Jackson
- b. Consider recommendation to award **Bid #LM 09-21** and approve contract for mowing services to Parrish & Parrish Tractor Services in the amount of \$32,472.00 - Code Compliance Supervisor K. Van Stavern
- c. Consider recommendation to approve ratifying City Manager's approval of expenditures in the amount of \$55,292.72.00 to Android Construction Services, LLC for costs associated with emergency repairs of an 8" AC distribution line off I-45 and Duroux Rd - Public Works Director C. Cary
- d. Consider recommendation to adopt Resolution No. **R-2020-0013**, rescinding Resolution No. R-2020-0011, which awarded engineering services to **ADICO, LLC** and **LNV, LLC** for the 2020 Community Development Block Grant – Mitigation (CDBG-MIT) through the Texas General Land Office (GLO) – Emergency Management Coordinator C. Warren
- e. Consider recommendation to approve an Advanced Funding Agreement (AFA) from TxDOT to City of La Marque for CSJ 0500-04-106 at FM 1764 intersection for aesthetic improvements and maintenance - Public Relations Specialist C. Martin

(7) NEW BUSINESS

- a. Consider recommendation of the proposed FY 2020-2021 Tax Rate of .550764 – Finance Director S. Kou

(8) APPOINTMENTS

- a. Discussion/possible action relating to appointments and/or reappointments to fill various positions of the Boards and Commissions – Mayor B. Hocking

(9) REQUESTS 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.*

(10) 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 7, 2020, 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 10, 2020
Prepared by: Chief Kirk Jackson

Agenda item: 4a
Reviewed by: Charlene Warren
Charles Jackson

Department: Police

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2020-0009** amending Article III, SPEED REGULATIONS of the La Marque Code of Ordinances, Section 62-88, reducing the speed limit on the Northbound Main lanes and Southbound Main lanes of IH45 from 65 mph to 55 mph, and reducing the speed limit on the Northbound Frontage Road and the Southbound Frontage Road from 50 mph to 45 mph, until the completion of the freeway expansion project by the Texas Department of Transportation **THIS IS THE SECOND AND FINAL READING**

X

ATTACHMENTS FOR REFERENCE

- 1. Ordinance**
- 2. Texas Department of Transportation Form 1204 - Request for Regulatory Construction Speed Zone**
- 3. TXDOT Construction Speed Zone Exhibit**
- 4. TXDOT Plans of Proposed State Highway Improvement**
- 5. TXDOT Internal Email for Approval of Construction Speed Zone**

STAFF BRIEFING:

- The City La Marque has approximately 5.5 miles of IH-45 within the corporate limits
- The Texas Department of Transportation is responsible for the maintenance and construction of IH-45
- The Texas Department of Transportation is engaged in an IH-45 expansion project that started near the Galveston County-Harris County line
- In June of 2019, the City of La Marque was notified of the expansion project entering the city limits affecting IH-45 main lanes and frontage roads from FM 1765 South to FM 519.
- At the request of TXDOT, La Marque City Council approved Ordinance O-2019-009 with a SECOND READING on July 8, 2019
- In June of 2020, the City of La Marque was notified of the expansion project continuing South through the city limits and has been asked to reduce the speed limits on the Main lanes and Frontage Roads of IH-45 for the duration of the expansion project in La Marque
- The project will affect the Main lanes and Frontage Roads from North of FM 519, to the Texas City Wye, on the Southernmost city limit
- The proposed Ordinance has been reviewed and approved by the City Attorney

HISTORY

6/7/2020 - The City of La Marque received the notice of scheduled construction and request for reduction of the IH-45 speed limits

7/13/2020 - City Council approved on First Reading



CITY COUNCIL AGENDA FORM

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

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2020-0009** amending Article III, SPEED REGULATIONS of the La Marque Code of Ordinances, Section 62-88, reducing the speed limit on the Northbound Main lanes and Southbound Main lanes of IH45 from 65 mph to 55 mph, and reducing the speed limit on the Northbound Frontage Road and the Southbound Frontage Road from 50 mph to 45 mph, until the completion of the freeway expansion project by the Texas Department of Transportation **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: N/A

ORDINANCE NO. O-2020-0009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, TEMPORARILY REDUCING THE SPEED LIMITS FOR A PORTION OF THE SOUTH BOUND MAINLANES AND THE NORTH BOUND MAINLANES OF IH45 FROM 65 MPH TO 55 MPH AND A PORTION OF THE SOUTHBOUND FRONTAGE ROAD AND THE NORTHBOUND FRONTAGE ROAD FROM 50 MPH TO 45 MPH AND FOR ESTABLISHING THE PERIOD OF TEMPORARY REDUCTION OF SUCH SPEED LIMITS; PROVIDING A PENALTY NOT TO EXCEED \$200.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation has notified the City of La Marque, Texas, of its plan of construction for the widening of areas of the South Bound Interstate 45 and North Bound Interstate 45; and

WHEREAS, a traffic control study during construction requires a decrease of 10 mph of the posted speed limit on the main lanes and a decrease of 5 mph on the Frontage Roads; and

WHEREAS, the current posted speed limits on both the South Bound Mainlanes and the North Bound Mainlanes in such areas are 65 mph.

WHEREAS, the current posted speed limits on both the South Bound Frontage Roads and the North Bound Frontage Roads in such areas are 50 mph.

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

SECTION ONE:

That the speed limit of 65 mph on the South Bound Mainlanes of I-45 beginning at mile marker 0.000 and ending at mile marker 3.868 be decreased from 65 mph to 55 mph.

SECTION TWO:

That the speed limit of 65 mph on the North Bound Mainlanes of I-45 beginning at mile marker 0.000 and ending at mile marker 3.868 be decreased from 65 mph to 55 mph.

SECTION THREE:

That the speed limit of 50 mph on the South Bound Frontage Road of I-45 beginning at mile marker 0.000 and ending at mile marker 3.868 be decreased from 50 mph to 45 mph.

SECTION FOUR:

That the speed limit of 50 mph on the North Bound Frontage Road of I-45 beginning at mile marker 0.000 and ending at mile marker 3.868 be decreased from 50 mph to 45 mph.

SECTION FIVE:

That this Ordinance shall become effective on the second and final reading and publication in accordance with the La Marque City Charter and Chapter 52 of the Texas Local Government Code, and remain in effect until completion of the freeway expansion project on both the South Bound Mainlanes and the North Bound main lanes and the Frontage Roads of I-45 by Texas Department of Transportation, at which time the speed limits in the above referenced areas of I-45 shall revert back to 65 mph and 50 mph respectively, as evidenced by the removal of all temporary speed limit signs.

SECTION SIX:

Savings and Repealing Clause. All provisions of any Ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said Ordinances shall remain in full force and effect.

SECTION SEVEN:

Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined an amount not less than fifty (\$50.00) and not more than two hundred dollars (\$200.00). Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude La Marque from filing suit to enjoin the violation. La Marque retains all legal rights and remedies available to it pursuant to local, state and federal law.

PASSED AND APPROVED by City Council of the City of La Marque on FIRST reading this 13th day of July, 2020.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque on SECOND and FINAL reading this the _____ day of _____, 2020.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Derra Purnell, Acting City Attorney



Request for Regulatory Construction Speed Zone

Form 1204
(Rev. 6/19)
Page 1 of 2

District: Houston

Contact Person:

Jeanne Javadi

Highway: IH 45

Contact Phone Number:

713-802-5517

Type of work:

☒ 1 - Shoulder activity

☒ 1 - Lane encroachment

☐ 2 - Dual Lane encroachment

☒ 2 - Lane closure w/ barrier

☒ 2 - Temporary diversion

☒ 3 - Lane closure w/o barrier

☐ 4 - One-way traffic signal

☐ 4 - Unpaved surface

Project Description (from TxDOTCONNECT):

RECONSTRUCT IH 45/SH 146/SH 6 INTERCHANGE AND WIDEN IH 45 MAINLANES FROM 6 TO 8 LANES

Construction Speed Limit (MPH)

Current Speed Limit (MPH)	Type 1	Type 2	Type 3	Type 4
85	65	65	65	65, 60, 55, 50 or 45
80	65	65	65	65, 60, 55, 50 or 45
75	65	65 or 60	65 or 60	65, 60, 55, 50 or 45
70	65	65 or 60	65 or 60	65, 60, 55, 50 or 45
65	60	60 or 55	60 or 55	60, 55, 50 or 45
60	None	55	55 or 50	55, 50 or 45
55	None	50	50 or 45	50 or 45
50	None	45	45 or 40	45 or 40
45	None	40	40 or 35	40 or 35
40	None	35	35 or 30	35 or 30
35	None	30	30 or 25	30 or 25
30	None	25	25 or 20	25 or 20
25	None	20	20 or 15	20 or 15

*Buffer zones needed for speed transitions > 15 mph

	Section 1	Section 2	Section 3	Section 4
County	Galveston	Galveston	Galveston	Galveston
Highway	IH 45 ML	IH 45 ML	IH 45 FR	IH 45 FR
City Name (or Rural)	La Marque	Rural	La Marque	Rural
Pre-construction Posted Speed	65	65	50	50
Proposed Construction Speed	55	55	45	45
Control-Section-Job	0500-04-103, 0500-04-104	0500-04-103, 0500-04-104	0500-04-103, 0500-04-104	0500-04-103, 0500-04-104
Beginning Mile Point	3.868	17.137 (at Tx City Wye)	3.868	17.137 (at Tx City Wye)
Ending Mile Point	0.0 (at Tx City Wye)	15.547	0.0 (at Tx City Wye)	15.547
Length	3.868	1.590	3.868	1.590
Project Number	C500-4-103, C500-4-104	C500-4-103, C500-4-104	C500-4-103, C500-4-104	C500-4-103, C500-4-104

Does your form submission include attachment(s)? ☐ YES ☒ NO

Directions to complete request:

1. Using the list of work zone factors below, identify which Type of Work your project section(s) will include.
2. Using the table on the form (p.1), identify the posted speed of your project section.
3. Identify your options for construction speed limits for each section of your project.
4. Complete the table with all information and submit to TRF_TE_SpeedZone@txdot.gov for processing.

Types of Work	Condition	Factors
Type 1		
Shoulder Activity	Activity closer than 10 ft but not closer than 2 ft from the edge of the traveled way	1, 2
Lane Encroachment	Activity encroaches to the edge of the traveled way	1, 2, 3, 4, 6
Type 2		
Dual Lane Encroachment	Activity or barrier encroaches to each edge of traveled way creating a "chute" condition	1, 2, 3, 4, 6
Lane Closure with Barrier	Activity requires a lane closure with workers protected by a barrier	3, 4, 6, 7
Temporary Diversion	Activity requires a temporary diversion be constructed	3, 4, 6, 8
Type 3		
Lane Closure w/o Barrier	Activity requires a lane closure with workers within 10 feet of traveled way unprotected by barrier	1, 3, 4, 6, 7
Type 4		
One-Way Traffic Signal	Activity uses a one-way traffic signal to direct traffic through construction area	3, 6, 8
Unpaved Surface	Activity requires traffic to travel on an unpaved surface	5, 6

Factors:

1. Workers present for extended periods within 10 feet of traveled way unprotected by barriers
2. Horizontal curvature that might increase vehicle encroachment rate
3. Lane width reduction of 1 foot or more with a resulting lane width less than 11 feet
4. Barrier, traffic control devices or pavement edge drop off within 2 feet of traveled way
5. Reduced design speed for stopping sight distance
6. Unexpected conditions
7. Traffic congestion created by lane closure
8. Reduced design speed for detour roadway or transitions

BEGIN PROJECT
BEGIN SPEED ZONE 1
BEGIN SPEED ZONE 3
MP 3.868
(APPROXIMATELY AT INTERSECTION
OF WESTWARD AVE AND
IH 45 NB FRONTAGE ROAD)

MAIN ST/FM 519

SH 146

SH 3

SH 197

END SPEED ZONE 1/BEGIN SPEED ZONE 2
END SPEED ZONE 3/BEGIN SPEED ZONE 4
MP 0.00 = MP 17.137
(AT CENTER OF TEXAS CITY WYE/
INTERSECTION OF IH 45 AND SH 6)

IH 45 ML

IH 45 NBFR

IH 45 SBFR

SPEED ZONES IN CITY OF LA MARQUE JURISDICTION TO BE

APPROVED BY ORDINANCE

SH 146

SH 6

SPEED ZONES 2 & 4
OUTSIDE CITY JURISDICTION
END AT MP 5.547
(NOT SHOWN ON EXHIBIT)
TO BE APPROVED BY
COMMISSION MINUTE ORDER

LEGEND

- SPEED ZONE 1 IH 45 ML (LA MARQUE)
- SPEED ZONE 2 IH 45 ML (RURAL)
- SPEED ZONE 3 IH 45 FR (LA MARQUE)
- SPEED ZONE 4 IH 45 FR (RURAL)

IH 45 GULF FREEWAY
CSJ 0500-04-103, ETC.
CONSTRUCTION SPEED ZONE EXHIBIT

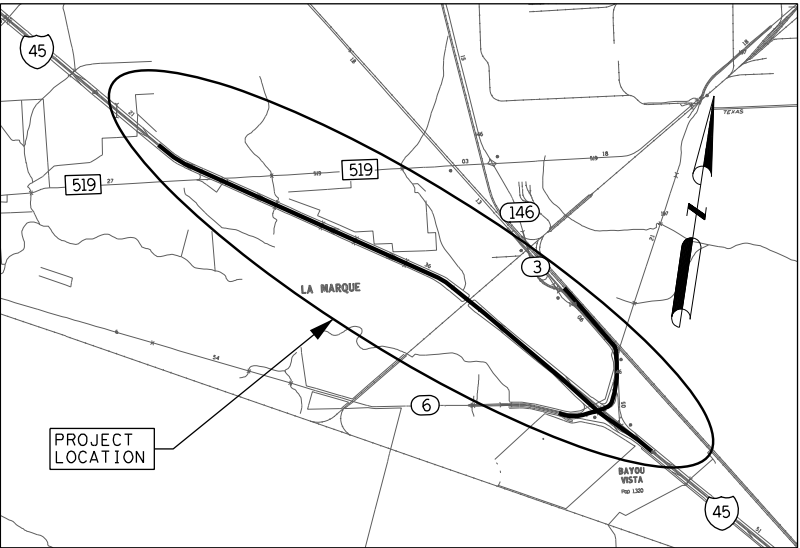
INDEX OF PLANS
CSJ 0500-04-103 PLANS - SEE SHEETS 1A-999
CSJ 0500-04-104 PLANS - SEE SHEETS 1000-2999
CSJ 0500-04-103, ETC. TCP - SEE SHEETS 3000-3999
CSJ 0500-04-103, ETC. STANDARDS - SEE SHEETS 4000-4318

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

STATE PROJECT NO. C 500-3-103, ETC.
CSJ NO: 0500-04-103, ETC.

IH 45
GALVESTON COUNTY

CSJ	LIMITS	STATION	ROADWAY		BRIDGE		CANAL BRIDGE		TOTAL	
			FEET	MILES	FEET	MILES	FEET	MILES	FEET	MILES
0500-04-103	IH 45 FROM N OF TX CITY WYE TO S OF TX CITY WYE	1759+00.00 - 1865+00.00	9567.00	1.812	896	0.170	137.00	0.026	10600	2.008
0500-04-103	SH 6/SH 146	3000+00.00 - 3072+22.07	7222.07	1.368	0	0.000	0.00	0.000	7222.07	1.368
0500-04-104	FROM NORTH OF FM 519 TO NORTH OF TEXAS CITY WYE	1596+00.00 - 1759+00.00	14234.00	2.696	2066	0.391	0.00	0.000	16300	3.087
TOTAL			31023.07	5.876	2962	0.561	137.00	0.026	34122.07	6.462



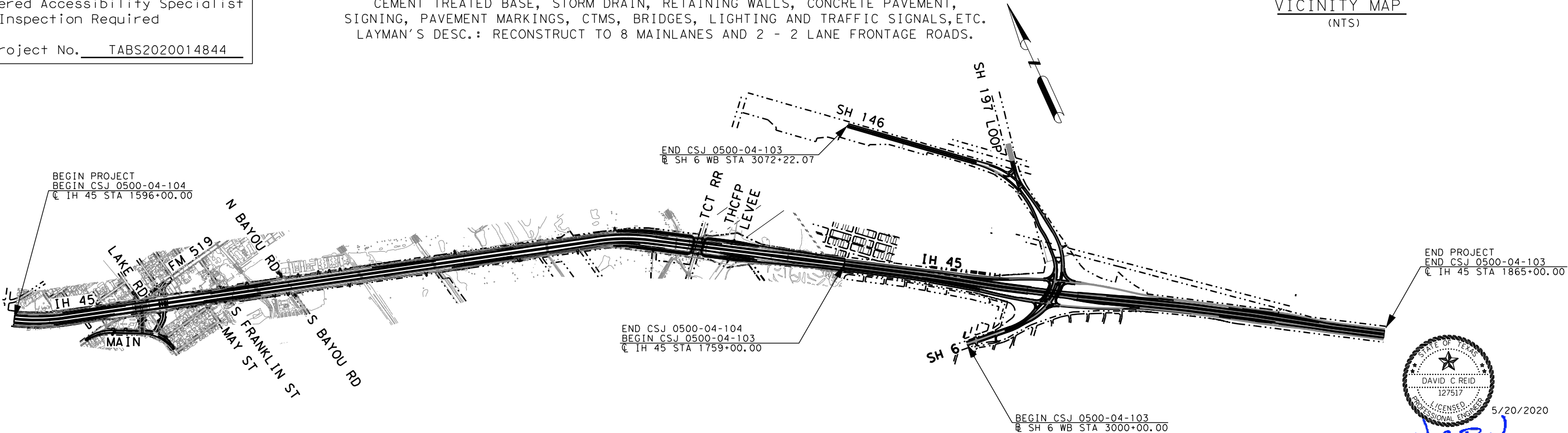
VICINITY MAP
(NTS)

FOR THE CONSTRUCTION OF FREEWAY FACILITY

CONSISTING OF: GRADING, LIME TREATED SUBGRADE,
CEMENT TREATED BASE, STORM DRAIN, RETAINING WALLS, CONCRETE PAVEMENT,
SIGNING, PAVEMENT MARKINGS, CTMS, BRIDGES, LIGHTING AND TRAFFIC SIGNALS, ETC.
LAYMAN'S DESC.: RECONSTRUCT TO 8 MAINLANES AND 2 - 2 LANE FRONTAGE ROADS.

Registered Accessibility Specialist
(RAS) Inspection Required

TDLR Project No. TABS2020014844



LOCATION MAP
SCALE: NTS

RAILROAD CROSSINGS : TCT & TWO - UPRR
EQUATIONS : NONE
EXCEPTIONS : NONE

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF
TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS
LISTED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT:
REQUIRED SPECIAL LABOR PROVISIONS FOR ALL STATE
CONSTRUCTION PROJECTS (SP000-008)

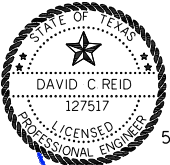


RECOMMENDED FOR LETTING:

PROJECT MANAGER

APPROVED FOR LETTING:

DISTRICT ENGINEER



David C. Reid

CONSOR

F-12040

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

PROJECT NO: C 500-4-103
CSJ NO: 0500-04-103
IH 45
GALVESTON COUNTY

IH 45 FUNCTIONAL CLASSIFICATION URBAN FREEWAY	
DESIGN SPEED	
MAIN LANES.....	70 MPH
SIDE ROADS.....	45 MPH
RAMPS.....	45 MPH
FRONTAGE ROADS.....	45 MPH
DESIGN ADT	
2022 MAIN LANES	83,260
2052 127,330	14,900
	22,940

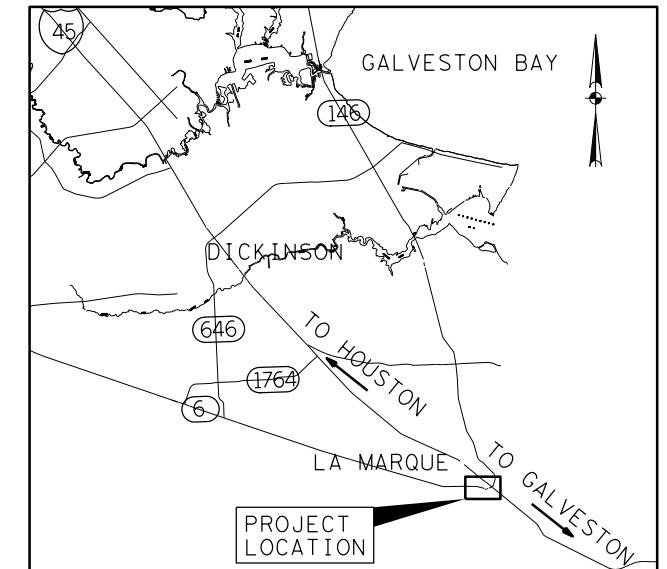
FILE NO. DIST. NO.	PROJECT NO. C 500-4-103, ETC	SHEET NO. 001A
STATE TEXAS	DIST. HOUSTON	COUNTY GALVESTON
CONT. 0500	SECT. 04	JOB 103, ETC
		HIGHWAY NO. IH 45

SH 6 FUNCTIONAL CLASSIFICATION URBAN PRINCIPAL ARTERIAL	
DESIGN SPEED	
MAIN LANES.....	45 MPH
DESIGN ADT	
2022 MAIN LANES	14,000
2052 21,500	

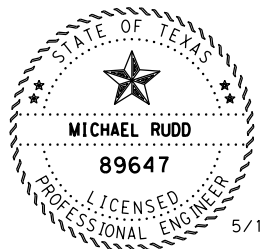
CSJ	LIMITS	STATION	ROADWAY		BRIDGE		CANAL BRIDGE		TOTAL	
			FT	MI	FT	MI	FT	MI	FT	MI
0500-04-103	IH 45 FROM N OF TX CITY WYE TO S OF TX CITY WYE	1759+00-1865+00	9567.00	1.812	896.00	0.170	137.00	0.026	10600	2.008
0500-04-103	SH 6/SH 146	3000+00-3072+22.07	7222.07	1.368	0.000	0.000	0.000	0.000	7222.07	1.368
		TOTAL	16789.07	3.180	896.00	0.170	137.00	0.026	17822.07	3.376

NET LENGTH OF PROJECT — RDWY = 16,789.07 FT = 3.180 MI
BRIDGE = 1033.00 FT = 0.196 MI
TOTAL = 17,822.07 FT = 3.375 MI

FOR THE RECONSTRUCTION OF WIDENING OF A FREEWAY FACILITY
CONSISTING OF GRADING, CEMENT TREATED BASE, CONCRETE PAVEMENT, RETAINING WALLS, LIME TREATED SUBGRADE,
CTMS, SWP3, BRIDGES, STORM DRAIN, SIGNING, PAVEMENT MARKINGS, LIGHTING AND TRAFFIC SIGNALS, ETC.
LAYMAN'S DESC.: RECONSTRUCT TO 8 MAIN LANES AND 2 2-LANE FRONTAGE ROADS, CONSTRUCT NEW MAINLANE BRIDGE,
AND RECONSTRUCT SH 146 AND SH 6 AT IH 45

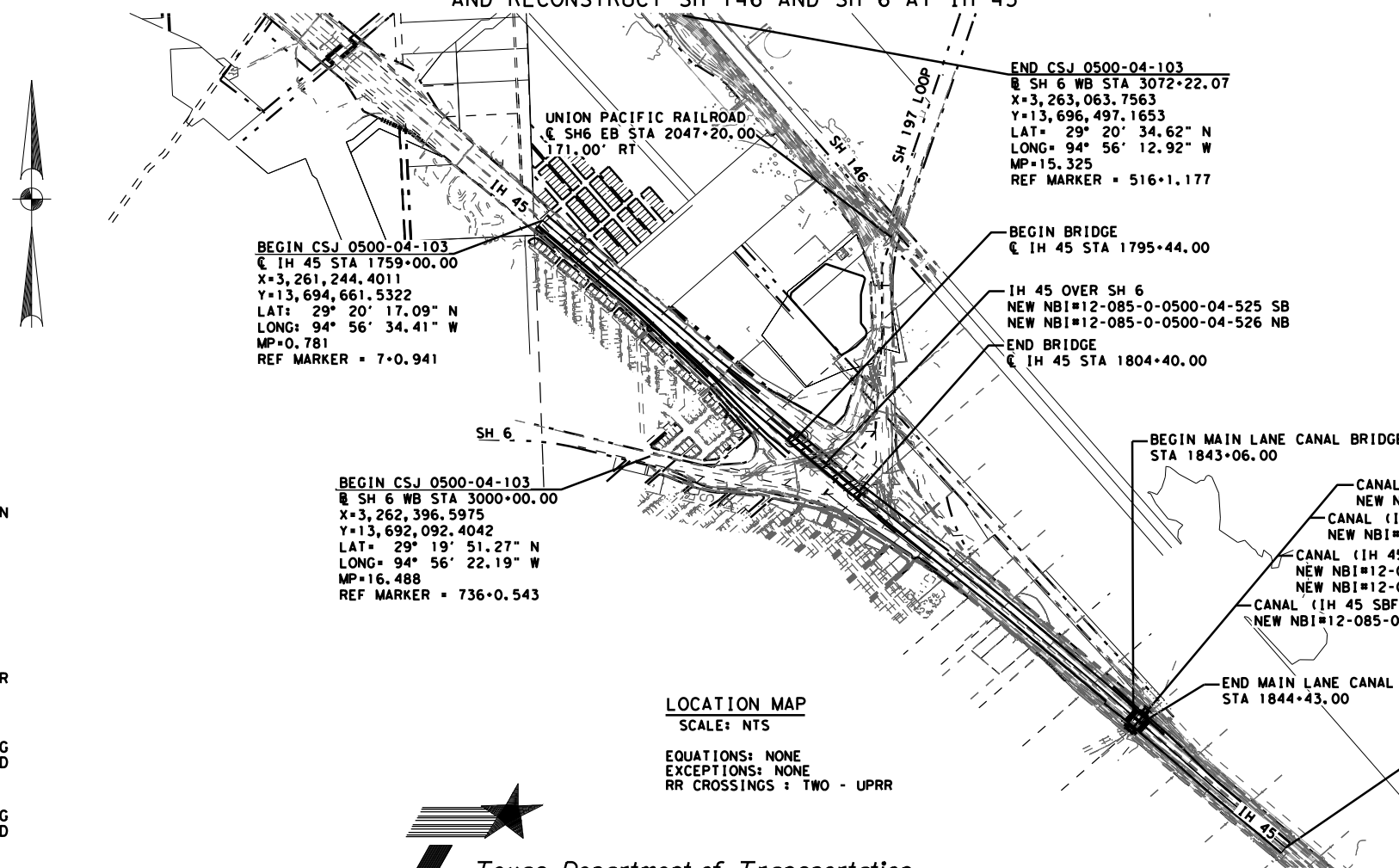


VICINITY MAP
(NTS)
KEY MAP 738 (W, X)
KEY MAP 772 (A, B, E, F)



AECOM 19219 KATY FREEWAY
SUITE 100
HOUSTON, TX 77094
AECOM Technical Services Inc. 3580

SUBMITTED
FOR LETTING
Michael Rudd, P.E.
PROJECT MANAGER



LOCATION MAP
SCALE: NTS
EQUATIONS: NONE
EXCEPTIONS: NONE
RR CROSSINGS : TWO - UPRR



REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED.
TDLR PROJECT NO. _____

DATUM STATEMENT

ALL BEARINGS AND COORDINATES SHOWN HEREON
ARE BASED ON THE TEXAS COORDINATE SYSTEM,
SOUTH CENTRAL ZONE (4204), NORTH AMERICAN
DATUM OF 1983 (1993 ADJ.)

ALL ELEVATIONS SHOWN HEREON ARE
REFERENCED TO THE NORTH AMERICAN VERTICAL
DATUM OF 1988 (GEOID MODEL 12A).

COORDINATES AND DISTANCES ARE U.S. SURVEY
FEET, DISPLAYED IN SURFACE VALUES, AND MAY
BE CONVERTED TO NAD83 (GRID) VALUES BY
APPLYING THE TXDOT SURFACE ADJUSTMENT FACTOR
(SAF) FOR GALVESTON COUNTY, SAF = 1.00013,
USING THE FORMULA: SURFACE / SAF = GRID

HORIZONTAL COORDINATES ARE BASED ON
REDUNDANT GPS RTN OBSERVATIONS LOGGED DURING
AUGUST 2018, AND HOLDING FIXED THE PUBLISHED
COORDINATES FOR H54, H55, H-125 AND H-129.

HORIZONTAL COORDINATES ARE BASED ON
REDUNDANT GPS RTN OBSERVATIONS LOGGED DURING
AUGUST 2018, AND HOLDING FIXED THE PUBLISHED
COORDINATES FOR H54, H55, H-125 AND H-129.

ELEVATIONS OF CP201-204 WERE ADJUSTED
WITH DIGITAL LEVELING, HOLDING FIXED THE
PUBLISHED ELEVATION FOR H-64 AND H-125.

PUBLISHED COORDINATES AND ELEVATIONS
OBTAINED FROM CONTROL INDEX SHEET AND DATA
SHEETS PREPARED BY LANDTECH WITH RPLS SEAL
DATE OF 9-11-18 WERE VERIFIED AS ACCEPTABLE

COUNTY: GALVESTON PROJECT NO.:
HWY. NO. IH 45 LETTING DATE:
DATE ACCEPTED:
5/18/2020 12:11:14 PM
\\ecompw05cs01\CS_pdf_work_dir\50664\115962_1\103G101.dgn

SEE SHEETS 1001-1003 FOR INDEX OF SHEETS

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

STATE PROJECT NO. C 500-3-104
CSJ NO: 0500-04-104

IH 45
GALVESTON COUNTY

FUNCTIONAL CLASSIFICATION:
URBAN INTERSTATE

DESIGN SPEED

MAIN LANES.....70 MPH
RAMPs.....45 MPH
FRONTAGE ROADs.....45 MPH
ACCESS ROADs.....30 MPH

FED RD DIV NO.	PROJECT		SHEET NO
6	C 500-4-103, ETC		1000
STATE	DISTRICT	COUNTY	
TEXAS	HOU	GALVESTON	
CONTROL	SECTION	JOB	HIGHWAY NO
0500	04	103, ETC	IH 45

DESIGN ADT

	MAIN LANES	FRONTAGE RD
2020	56,500	16,840
2050	87,970	26,150

Registered Accessibility Specialist
(RAS) Inspection Required

TDLR Project No. TABS2020014844

CSJ	LIMITS	STATION	ROADWAY		BRIDGE		TOTAL	
			FEET	MILES	FEET	MILES	FEET	MILES
0500-04-104	FROM NORTH OF FM 519 TO NORTH OF TEXAS CITY WYE	1596+00.00 - 1759+00.00	14234	2.696	2066	0.391	16300	3.087

NET LENGTH OF PROJECT —
RDWY = 14234 FT = 2.696 MI
BRIDGE = 2066 FT = 0.391 MI
TOTAL = 16300 FT = 3.087 MI

FOR THE CONSTRUCTION OF FREEWAY FACILITY

CONSISTING OF: GRADING, LIME TREATED SUBGRADE,
CEMENT TREATED BASE, STORM DRAIN, RETAINING WALLS, CONCRETE PAVEMENT,
SIGNING, PAVEMENT MARKINGS, CTMS, BRIDGES, LIGHTING AND TRAFFIC SIGNALS, ETC.
LAYMAN'S DESC.: RECONSTRUCT TO 8 MAINLANES AND 2 - 2 LANE FRONTAGE ROADS.

BEGIN PROJECT
CSJ 0500-04-104
@ IH 45 STA 1596+00.00
REF MARKER 11+0.028
MP: 3.868
LAT = 29° 21' 39.8446"N
LONG = 94° 59' 11.0831"W
N: 13,702,537.56
E: 3,247,079.11

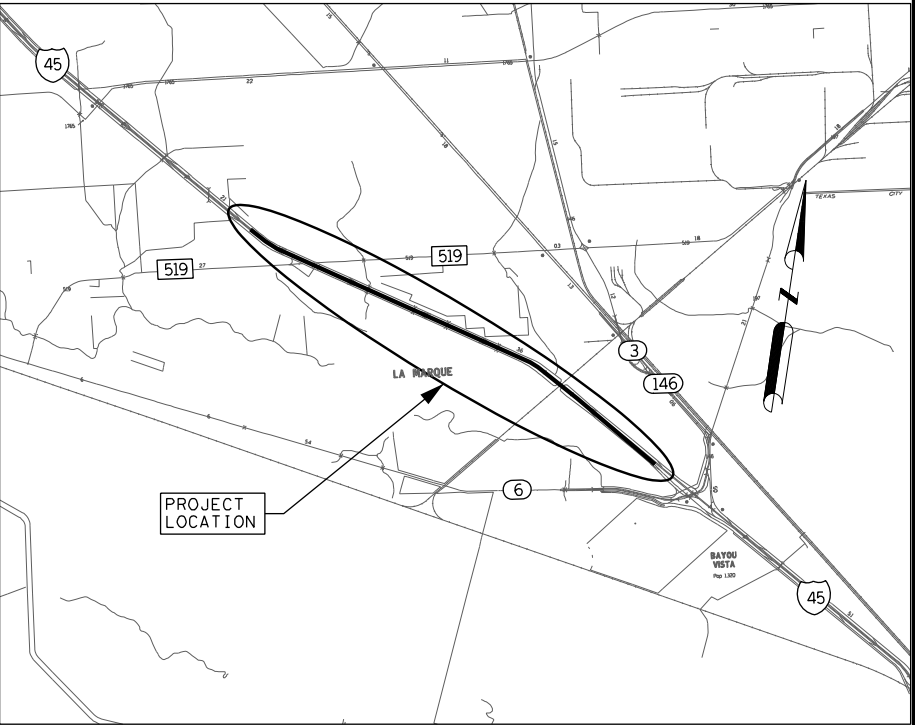


END PROJECT
CSJ 0500-04-104
@ IH 45 STA 1759+00.00
REF MARKER 7+0.941
MP: 0.781
LAT = 29° 20' 17.0905"
LONG = 94° 56' 34.4132"
N: 13,694,661.53
E: 3,261,224.40

LOCATION MAP

SCALE: NTS

RAILROAD CROSSINGS : TCT
EQUATIONS : NONE
EXCEPTIONS : NONE



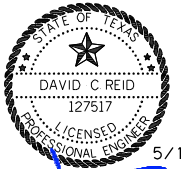
VICINITY MAP
(NTS)

ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH
AMERICAN DATUM OF 1983 (NAD 83), 1993 ADJUSTMENT, EPOCH
2010. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND
MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED
ADJUSTMENT FACTOR OF 1.00013.

ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN
VERTICAL DATUM OF 1988 (NAVD88).

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF
TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS
LISTED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT:
REQUIRED SPECIAL LABOR PROVISIONS FOR ALL STATE
CONSTRUCTION PROJECTS (SP000-008)

© 2020



David C Reid



F-12040

RECOMMENDED FOR LETTING:

PROJECT MANAGER

From: [Derryk Blasig](#)
To: [Alexander Choy](#); [Igor Ginzburg](#); [Michael Awa](#); [Rashidah Dyer](#); [Reza Arjmand](#); [Roberto Lewis](#); [Rogelio Rubico](#); [Sylvester Onwas](#)
Cc: [Jeanne Javadi](#)
Subject: IH 45 (500-1, 500-4) Construction Speed Zone Approval
Date: Thursday, June 11, 2020 2:31:44 PM

We have reviewed the following construction speed zone request:

Highway	IH 45
C-S-J	0500-04-103 0500-04-104
County	Galveston
City	La Marque, Rural
Project #	C 500-4-103 C 500-4-104

We concur with the following construction speed zones:

#	Mile Points	Length(mi)	Speed(mph)	C-S	City
1.	15.547 – 17.137	1.590	55	500-1	Rural
2.	15.547 – 17.137	1.590	45	500-1 (FRTG)	Rural
3.	0.000 – 3.868	3.868	55	500-4	La Marque
4.	0.000 – 3.868	3.868	45	500-4 (FRTG)	La Marque

We will include Zones 1 and 2 in the July 2020 Commission Minute Order.

[Please proceed with the city of La Marque to have a city ordinance passed for Zones 3 and 4.](#)

Disclaimer - Per Chapter 2, Section 3 of the Procedures for Establishing Speed Zones manual, the construction speed zone signs must be removed or covered in areas within these approved milepoints where/when they are not needed.



CITY COUNCIL AGENDA FORM

Meeting Date: August 10, 2020

Prepared by: Derra Purnell

Agenda item: 4b

Reviewed by: Charlene Warren

Charles Jackson

Department: Legal/Dev. Svcs.

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2020-0011**, a request for abandonment of an unimproved public right-of-way in the Ambrose subdivision near FM 1765 and Delany Road **THIS IS THE SECOND AND FINAL READING**

X

ATTACHMENTS FOR REFERENCE

1. Ordinance
2. Ambrose Approved General Land Plan

STAFF BRIEFING:

- A request was received to abandon unimproved right-of-way in the Ambrose subdivision (the area recently approved by Council under the Ambrose Planned Development District Zoning Ordinance)
- The unimproved right-of-way will be replaced by a new public right-of-way to be dedicated by deed or final plat in accordance with the General Plan that was already approved by Council
- The general land plan has already been approved, but the old public right-of-way must be expressly abandoned by Council to be legally effective
- This Ordinance is drafted to provide that the abandonment is not effective until either the new right-of-way is dedicated or the appraised value of the property being abandoned is paid to the City
- This protects the City in the unlikely event that the Ambrose development is never platted

HISTORY:

5/12/2020 – Ambrose PDD zone change recommended for approval by Planning and Zoning Commission

5/26/2020 – Ambrose Planned Development District Zoning Ordinance and general plan recommended for approval by Planning and Zoning Commission

6/8/2020 – Ambrose Planned Development District Zoning Ordinance approved on first reading

6/8/2020 – Ambrose General Plan approved

7/13/2020 – Ambrose PDD ordinance to be approved on second reading

TARGET IMPLEMENTATION: Second Reading, if approved, will be the August Council meeting



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	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 Ordinance No. **O-2020-0011**, abandoning unimproved public right-of-way in the Ambrose subdivision near FM 1765 and Delany Road **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: N/A

ORDINANCE NO. O-2020-0011

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, FINDING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF AN UNIMPROVED PUBLIC RIGHT-OF-WAY IN THE AMBROSE SUBDIVISION NEAR FM 1765 AND DELANY ROAD; VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING SAID ABANDONED RIGHT-OF-WAY TO THE PROPERTY OWNERS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the Owners of property adjacent to and underlying the hereinafter described right-of-way, by and through their authorized agents, have petitioned the City of La Marque, Texas to vacate, abandon, and close that portion of unimproved public right-of-way in the Ambrose subdivision near FM 1765 and Delany Road, as more particularly described in Exhibit "A", within the City of La Marque, Texas (the "Right-of-way"); and

WHEREAS, the City Council has determined this Right-of-way is no longer necessary for public convenience and necessity and should be vacated, abandoned, and closed;

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

Section 1. That the facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of La Marque, Texas, hereby finds and determines that, subject to the conditions in Section 3 of this Ordinance, public convenience and necessity no longer require the continued existence of that portion of the unimproved public right-of-way in Ambrose subdivision, more particularly described depicted in Exhibit "A", attached hereto and made a part hereof for all purposes, within the City of La Marque, Texas, and this Right-of-way is hereby vacated, abandoned, and closed, subject to the conditions in Section 3 of this Ordinance.

Section 3. This abandonment shall not be effective unless and until one of the following conditions is met: (1) alternative public right-of-way is dedicated by a final plat in accordance with the general plan approved for Ambrose subdivision, unless such general plan is amended and approved by City Council prior to dedication of the alternative right-of-way; or (2) following payment of the appraised value of the Right-of-way by the adjacent property owners in proportion to the ownership being conveyed in accordance with City Code Section 56-5. Upon satisfaction of one of these conditions, the Mayor and City Clerk are hereby authorized to execute and attest,

respectively, quitclaim deeds, conveying the hereinabove described abandoned right-of-way to the property owners in proportion to their ownership of adjacent property or otherwise provide documentation of this abandonment up request of the adjacent owners.

Section 4. Effective Date and Publishing. This ordinance shall be effective upon the expiration of the time period provided in City Charter Section 13.09 following adoption on second and/or final reading after publication and hearing, as provided in Sections 2.17-2.19 of the Charter of the City of La Marque, and publication in accordance with Section 52.013 of the Texas Local Government Code.

Section 5. Conflict and Repeal. This ordinance is intended to be cumulative and shall not repeal any previous ordinances except to the extent of an irreconcilable conflict.

Section 6. Severability. 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 of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED and APPROVED by City Council of the City of La Marque on the First Reading this ____ day of _____ 2020.

PASSED, APPROVED, AND ADOPTED by City Council of the City of La Marque on the Second and Final Reading this ____ day of _____ 2020.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, City Clerk, TRMC

APPROVED AS TO FORM:

Derra Leigh Purnell, Acting City Attorney

Exhibit A

County: Galveston
Project: Saltgrass Crossing
C.I. No.: 1197-20
Job Number: 2019309-20

FIELD NOTES FOR 1.55 ACRES

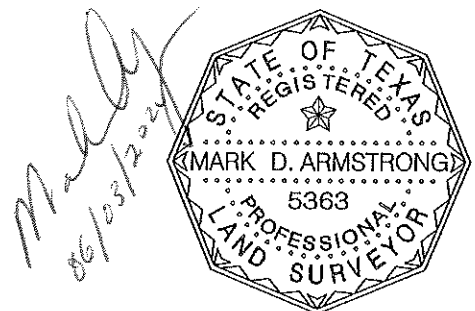
Being a 1.55 acre tract of land located in the Stephen F. Austin League No. 4, A-2, in Galveston County, Texas; said 1.55 acre tract being a portion of a call 82.13 acre tract of land (Tract "B") recorded in the name of Saltgrass 300, Ltd., in Clerk's File Number 2005035885 of the Official Public Records of Real Property of Galveston County (O.P.R.R.P.G.C.) said 1.55 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone and the most easterly line of said 82.13 acre tract):

Commencing at a 3/8-inch iron rod found an exterior corner of said 82.13 acre tract, the southwest corner of a call 5.00 acre tract of land recorded in Clerk's File Number 9416649 of the O.P.R.R.P.G.C. and the northwest corner of a call 15.640 acre tract of land recorded in Clerk's File Number 2018006662 of the O.P.R.R.P.G.C., same being the southeast Right-of-Way corner of Fleming Street (60-feet wide) as recorded in Clerk's File Numbers 8309485 and 8319629 of the O.P.R.R.P.G.C.;

Thence, with the common line of said 82.13 acre tract and said 15.640 acre tract, South 02 degrees 45 minutes 44 seconds East, a distance of 735.13 feet to the **Point of Beginning** of the herein described tract of land and the southwest corner of said 15.64 acre tract, same being on the north line of a 65-foot wide Right-of-Way Easement recorded in Clerk's File Number 9524165 of the O.P.R.R.P.G.C.;

1. Thence, continuing with the east line of said 82.13 acre, South 02 degrees 45 minutes 44 seconds East, a distance of 65.00 feet;
2. Thence, across aforesaid 82.13 acre tract, South 87 degrees 00 minutes 06 seconds West, a distance of 1,038.68 feet to the common line of said 82.13 acre tract and a call 63.60 acre tract of land (Tract "A") recorded in the name of Saltgrass 300, Ltd. in Clerk's File Number 2005035884 of the O.P.R.R.P.G.C., same being on the southwest corner of aforesaid 65-foot wide Right-of-Way Easement;
3. Thence, with said common line, North 02 degrees 43 minutes 21 seconds West, a distance of 65.00 feet to the northwest corner of said 65-foot wide Right-of-Way Easement;

4. Thence, with the north line of said 65-foot wide Right-of-Way Easement, North 87 degrees 00 minutes 06 seconds East, a distance of 1,038.63 to the **Point of Beginning** and containing 1.55 acres of land.





80' H.L. & P. EASEMENT
VOL. 943, PG. 15
G.C.D.R.

PORTION OF A
CALL 82.13 ACRES
(TRACT "B")
C.F. NO. 2005035885
O.P.R.R.P.G.C.

PORTION OF A
CALL 63.60 ACRES
(TRACT "A")
C.F. NO. 2005035884
O.P.R.R.P.G.C.

20' SANITARY SEWER EASEMENT
CITY OF LAMARQUE
C.F. NO. 9546729
O.P.R.R.P.G.C.

65' RIGHT-OF-WAY EASEMENT
CITY OF LAMARQUE
C.F. NO. 9524165
O.P.R.R.P.G.C.

CALL 2.090 ACRES
HL&P
C.F. NO. 8647700
O.P.R.R.P.G.C.

PORTION OF A
CALL 82.13 ACRES
(TRACT "B")
C.F. NO. 2005035885
O.P.R.R.P.G.C.

1.55 ACRES

P.O.B.

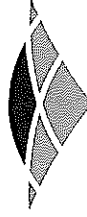
P.O.C.
3/8" IR.

CALL 5.00 ACRES
C.F. NO. 9416649
O.P.R.R.P.G.C.

CALL 15.64 ACRES
(TRACT "1")
C.F. NO. 2018006662
O.P.R.R.P.G.C.

CALL 6.060 ACRES
(TRACT "2")
C.F. NO. 2018006662
O.P.R.R.P.G.C.

Costello



Engineering and Surveying
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042
(713) 783-7788 (713) 783-3580, Fax
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486

EXHIBIT OF
1.55 ACRES
GALVESTON COUNTY, TEXAS

JOB NO.: 2019309-30

DATE: 06/02/2020

EXHIBIT NO.: 119720

All information furnished regarding this property is from sources deemed reliable. However, Tgen Planning has not made an independent investigation of these sources and no warranty or representation is made by Tgen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, and plan changes at other conditions. This plan is intended to secure and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes in this plan and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

SCALE: 1" = 100'
DATE: 03-17-2020



LEGEND

RESIDENTIAL			
USE	UNITS	LOT MIX	ACREAGE
A 50x120	276	95%	41.9 AC.
B 50x115	14	05%	1.9 AC.
TOTAL	290	100%	43.8 AC.

NON-RESIDENTIAL	
USE	ACREAGE
PARKS	2.5± AC.
OPEN SPACE	9.9± AC.
DETENTION	12.5± AC.
RIGHT OF WAYS	13.2± AC.
TOTAL	38.1± AC.

REQUIRED 20% OPEN SPACE = 16.4 ACRES

PROPOSED 24% OPEN SPACE = 21.1 ACRES (EXCLUDES HL&P ESMT.'S)



M.I. HOMES

SALTGRASS PH.2 TRACT
82.0± ACRES WITHIN LA MARQUE, TX.
PLANNED DEVELOPMENT DISTRICT



PLANNING & LANDSCAPE ARCHITECTURE
1107 CRYSTAL BLVD., SUITE 100 | 5000 CAPITAL OF TEXAS BLVD., SUITE 200
HOUSTON, TEXAS 77042 | AUSTIN, TEXAS 78759
713.545.0364 | 512.660.3447

All information furnished regarding this property is from sources deemed reliable. However, Tgen Planning has not made an independent investigation of these sources and is not making an independent investigation. This plan is not to be used for any other purpose. This plan is not to be used for any other purpose. This plan is not to be used for any other purpose.

SCALE: 1" = 100'
DATE: 03-17-2020 NORTH

LAND USE SCHEDULE - PHASE 1

RESIDENTIAL			
USE	UNITS	LOT MIX	ACREAGE
A 50 x 120	92	87%	14.2 AC.
B 50 x 115	14	13%	1.9 AC.
TOTAL	106	100%	16.1 AC.

NON-RESIDENTIAL	
USE	ACREAGE
OPEN SPACE	1.9 AC.
PARK	2.5 AC.
DETENTION	12.5 AC.
RIGHT OF WAYS	6.2 AC.
TOTAL	23.1 AC.

LAND USE SCHEDULE - PHASE 2

RESIDENTIAL			
USE	UNITS	LOT MIX	ACREAGE
A 50 x 120	96	100%	14.5 AC.
TOTAL	96	100%	14.5 AC.

NON-RESIDENTIAL	
USE	ACREAGE
OPEN SPACE	0.9 AC.
RIGHT OF WAYS	3.6 AC.
TOTAL	4.5 AC.

LAND USE SCHEDULE - PHASE 3

RESIDENTIAL			
USE	UNITS	LOT MIX	ACREAGE
A 50 x 120	88	100%	13.2 AC.
TOTAL	88	100%	13.2 AC.

NON-RESIDENTIAL	
USE	ACREAGE
OPEN SPACE	3.3 AC.
RIGHT OF WAYS	3.5 AC.
TOTAL	6.8 AC.

REQUIRED 20% OPEN SPACE = 16.4 ACRES

PROPOSED 24% OPEN SPACE = 21.1 ACRES (EXCLUDES 3.8 AC. HL&P ESMT.'S)

OVERALL TOTAL=82.0± AC



SALTGRASS PH.2 TRACT
82.0± ACRES WITHIN LA MARQUE, TX.
OPEN SPACE PHASE PLAN



PLANNING & LANDSCAPE ARCHITECTURE
1107 CRYSTAL BLVD., 3RD FLOOR HOUSTON, TEXAS 77042
713.363.0394
9950 CANTON, 7TH FLOOR DALLAS, TEXAS 75243
972.449.3445



SCALE: 1" = 100'
 0 100
 DATE: 04-08-2020



All information furnished regarding this property is from sources deemed reliable. However, 7gen Planning has not made an independent investigation of those sources and no warranty or representation is made by 7gen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, and plan changes, or other conditions. This plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to the map and other aspects of the development to comply with governmental requirements and to fulfill the marketing objective.

©2020 7GEN PLANNING. ALL RIGHTS RESERVED



SALTGRASS PH.2 TRACT
 82.0± ACRES WITHIN LA MARQUE, TX.
 ROW AND BUILDING SETBACK EXHIBIT



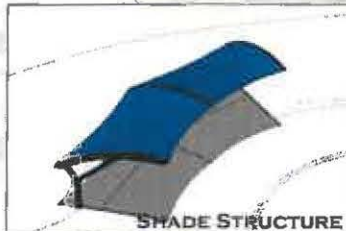
PLANNING & LANDSCAPE ARCHITECTURE
 1107 CRYSTAL 2100 SUITE 400 HOUSTON, TEXAS 77042 713.349.0284
 1600 N. CAPITAL BLVD. SUITE 300 AUSTIN, TEXAS 78758 512.669.3494



SPLASHPAD



PLAYGROUND



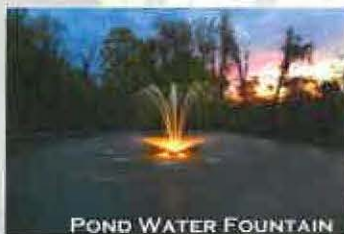
SHADE STRUCTURE



BENCH



TRASH RECEPTACLE



POND WATER FOUNTAIN



TRAIL AT AMENITY LAKE



BACKLESS BENCH



BIKE RACK



M.I. HOMES

SALTGRASS PH.2 TRACT 82.0 ± ACRES WITHIN LA MARQUE, TX COMMUNITY CHARACTER PROPOSED AMENITIES



PLANNING & LANDSCAPE ARCHITECTURE
 117 CHURCH STREET, SUITE 400 / 10001 KICKAPOO, TEXAS 76148
 PHONE: 817.347.1244 FAX: 817.347.1244

PHOTO COURTESY OF M.I. HOMES. ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM M.I. HOMES.



CITY COUNCIL AGENDA FORM

Meeting Date: August 10, 2020

Prepared by: Charlene Warren

Agenda item: 4c

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding CARES Act Interlocal Agreement request by County of Galveston THIS ITEM WAS TABLED AT THE JULY 13, 2020 COUNCIL MEETING

X

ATTACHMENTS FOR REFERENCE

1. Proposed Interlocal Agreement by County of Galveston
2. Email from Tyler Drummond dated June 16, 2020

STAFF BRIEFING:

- Galveston County and its thirteen (13) municipalities received funding from the Coronavirus Relief Fund (CRF) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
- Allocation to the City of La Marque was \$924,935, based on population at \$55 per capita; all funding is required to be expended by December 30, 2020 or the funds are to be returned
- On June 16, 2020, an email was received from Tyler Drummond, Chief of Staff for Galveston County Judge Mark Henry requesting financial contribution from each municipality's CARES allocation
- The County's request of the City of La Marque is \$168,170.00 (18%)
- Mr. Drummond explained that the County is currently spending about \$50,000 per week for public testing at UTMB and expectations are the amount would increase to about \$105,000 weekly, which would not be sustainable without financial contributions from the thirteen (13) municipalities in Galveston County
- Additionally, the County would expand testing to include all employees of any political subdivision, regardless if the employees are Galveston County residents or not
- Mr. Drummond also expressed a need for increased staffing for the Galveston County Health District (GCHD)
- Galveston County's allotment was \$2.3M, of which they are committing over 56% (\$1.3M) to expanded public testing and assisting GCHD with their needs
- Staff's recommendation is to retain the CARES Act funding for the City's current/future COVID-19 needs and in December, transfer any unused funding to Galveston County
- At the July 13, 2020 meeting, City Council requested this item be tabled and returned on the August agenda

HISTORY: N/A

TARGET IMPLEMENTATION: Dependent upon Council action



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

07/13/2020 - City Council voted to table this item until the August meeting

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Dependent upon City Council's direction

FISCAL IMPACT: Unknown at this time; up to \$168,170 if County's request is accepted

INTERLOCAL AGREEMENT FOR TRANSFER OF CARES ACT FUNDING

This agreement, effective on the date of execution by each Municipality (“effective date”), is between the County of Galveston, a political subdivision of the State of Texas (“County”), and each of the following municipalities located wholly or partially within Galveston County, Texas: City of Bayou Vista, Texas; City of Clear Lake Shores, Texas; City of Dickinson, Texas; City of Friendswood, Texas; City of Galveston, Texas; City of Hitchcock, Texas; City of Jamaica Beach, Texas; City of Kemah, Texas; City of La Marque, Texas; City of League City, Texas; City of Santa Fe, Texas; City of Texas City, Texas; Village of Tiki Island, Texas (each individually “Municipality” or collectively “Municipalities”).

WHEREAS, County and Municipalities are eligible to receive funding from the Coronavirus Relief Fund (“CRF”) under The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, which permits transfers of funding to other units of government;

WHEREAS, the State of Texas allocated CRF funding to the County based on the population in only unincorporated areas and allocated funding to Municipalities based on the population in incorporated areas within Galveston County, Texas;

WHEREAS, Pursuant to Chapter 791 of the Texas Government Code, County and Municipalities are authorized to enter into this interlocal agreement;

WHEREAS, County is currently funding COVID-19 lab testing services for residents throughout Galveston County, Texas, including residents within incorporated Municipalities; and

WHEREAS, County intends to continue supporting COVID-19 testing and public health responses throughout the County, including within Municipalities.

NOW THEREFORE, in consideration of the agreements contained herein, the Parties hereby covenant and agree as follows:

1. Each of the Municipalities agrees to transfer CRF funding to the County in the amounts indicated in Exhibit A to support COVID-19 testing and related public health efforts.
2. This Agreement is independently effective as to the County and each of the Municipalities who execute it. None of the Municipalities has any authority to bind any other. Whether or not any or all of the other Municipalities execute this Agreement does not affect the validity of the Agreement between each individual Municipality and the County.
3. Each Municipality authorizes the State of Texas to distribute the CRF funding subject to this agreement directly to the County.
4. If it is not practicable for any reason for the State to distribute the funds subject to this Agreement directly to the County, each Municipality agrees to obtain subject funding from the State of Texas and remit the same to the County.
5. The parties agree that the relationship between the parties of this Agreement is strictly that of independent contractors, and the parties have not entered into a joint venture, partnership or other entity in any capacity.

6. The Term of this Agreement will be for one (1) year from the Effective Date, unless sooner terminated as provided herein. The Term may be extended by written mutual agreement of the parties.
7. The parties agree that the laws of the State of Texas shall govern in any dispute concerning the rights of the parties, and that a state court in Galveston County, Texas shall be the proper venue for such dispute.
8. All financial obligations under this Agreement shall be funded from current revenues and exclusively from currently-available CRF funds.
9. This agreement may be executed in multiple counterparts.

By signing below, the representatives affirm that they are authorized to bind their respective entities and enter into this Agreement.

THE COUNTY OF GALVESTON, TEXAS

ATTEST:

By: _____
Mark Henry
County Judge

County Clerk

Date: _____

Date: _____

THE CITY OF BAYOU VISTA, TEXAS

ATTEST:

By: _____
Lou Wortham
Mayor

City Secretary

Date: _____

Date: _____

THE CITY OF CLEAR LAKE SHORES, TEXAS

ATTEST:

By: _____
Kurt Otten
Mayor

City Secretary

Date: _____

Date: _____

THE CITY OF DICKINSON, TEXAS

ATTEST:

By: _____
Julie Masters
Mayor

City Secretary

Date: _____

Date: _____

THE CITY OF FRIENDSWOOD, TEXAS

By: _____
Michael Foreman
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF GALVESTON, TEXAS

By: _____
James Yarborough
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF HITCHCOCK, TEXAS

By: _____
Randy Strickland
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF JAMAICA BEACH, TEXAS

By: _____
Steve Spicer
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF KEMAH, TEXAS

By: _____
Terri Gale
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF LEAGUE CITY, TEXAS

By: _____
Pat Hallisey
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF SANTA FE, TEXAS

By: _____
Jason Tabor
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF TEXAS CITY, TEXAS

By: _____
Matthew Doyle
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

VILLAGE OF TIKI ISLAND, TEXAS

By: _____
Vernon Teltschick
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

EXHIBIT A

Funding per Municipality:

<u>ENTITY:</u>	<u>POPULATION:</u>	<u>ALLOCATION:</u>
Bayou Vista	1,648	\$16,480
Clear Lake Shores	1,164	\$11,640
Dickinson	21,532	\$215,320
Friendswood	28,606	\$286,060
Galveston	49,638	\$496,380
Hitchcock	7,855	\$78,550
Jamaica Beach	1,080	\$10,800
Kemah	2,047	\$20,479
La Marque	16,817	\$168,170
League City	104,260	\$1,042,600
Santa Fe	13,624	\$136,240
Texas City	50,946	\$509,460
Tiki Island	1,057	\$10,570

Charlene Todaro

From: Drummond, Tyler <Tyler.Drummond@co.galveston.tx.us>
Sent: Tuesday, June 16, 2020 2:02 PM
To: Tafuri, Scott; chief@bayouvista.us; Brent Spier; 'Gregory Trantham'; Hunt, Derek (EMS Director/Co-EMC); 'Brian Mansfield'; Mark Morgan; Wilmon C. Smith; Walter Gant; shutchison@ci.jamaicabeach.tx.us; Charlene Todaro; Edghill, Ryan; 'Philip Meadows'; 'Thomas Munoz'; tikiemc@comcast.net; Mark.Williams@senate.texas.gov; Terri Gale; danielskonyha@yahoo.com; kurt.otten.cls@gmail.com; jmasters@ci.dickinson.tx.us; mayor@friendswood.com; Jim Yarbrough; rstricklind@cityofhitchcock.org; stevekspicer@aol.com; Bobby Hocking; mayor@ci.santa-fe.tx.us; tikimayor@comcast.net; mdoyle@texascitytx.gov; pat.hallisey@leaguecitytx.gov; cheard@ci.dickinson.tx.us; fwdcity@friendswood.com; Brian Maxwell; Marie Gelles; c.buttler@cityoflamarque.org; john.baumgartner@leaguecitytx.gov; Liechty, Linda
Cc: Henry, Mark
Subject: RE: CARES Act Fund Transfer Request

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Following up on our conference call earlier this morning, below is the additional information that was requested:

TESTING:

Galveston County is currently spending about \$50K per week for public testing at UTMB. That cost will approximately double starting tomorrow to \$105K. which is not sustainable without your financial support:

- 100 Nasal Swab Tests/day @ \$100/test – cap at 500 tests per week (\$50K/wk)
- 200 Antibody Tests/day @ \$55/test – cap at 1,000 tests per week (\$55K/wk)

Presently, testing has only been open to residents of the 13 municipalities in Galveston County along with residents of the unincorporated areas in Galveston County are eligible to receive Free testing.

We would like to continue and further expand testing with UTMB, but can only financially continue doing so if the 13 municipalities partner with the county in sharing costs. Here is what we are anticipating to do with expanded testing:

- Increase to 150 Nasal Swab Tests/day (750 tests per week) (\$75,000/wk)
- Stay at 200 Antibody Tests/day (1,000 tests per week) (\$55K/wk)
- New Weekly Cost for Public Testing – \$130,000

We will expand testing eligibility to all employees of any political subdivision within Galveston County and employees of businesses within Galveston County. Essentially, anyone who works or lives in Galveston County can be eligible for the free testing.

Based on the arrangement we have for testing right now, UTMB is screening for insurance. The CARES Act required all public and private insurers to cover testing for free – no money out of pocket or financial obligation for the insured. The funds we are providing to UTMB are being used by people who don't have insurance coverage. A lot of people who lost their jobs also ended up losing insurance coverage. We will continue this practice of having UTMB screen for insurance so we can make sure those without coverage have access to testing.

Using July 1, 2020 as a start date, we estimate a total of 27 weeks bringing us through the end of the 2020 calendar year. At a burn rate of \$130,000 per week, we anticipate testing to cost **\$3,510,000 over the next 6 months**. This number does not include the months of May and June where the county has already committed to pay for testing with UTMB.

GALVESTON COUNTY HEALTH DISTRICT

Before we can increase testing capacity, we must increase staffing and resources at the Galveston County Health District (GCHD). They have seen a large influx in demand due to the current increase in cases and need additional staff and resources to address this as businesses reopen and activities start back up in the community. When we increase testing capacity, this will also increase the demand and necessity of increased staff at the GCHD to handle the increased volume.

Currently, the GCHD is in need of at least 6 additional staff – not including what they will need when we increase testing capacity.

- **Nursing Staff**
 - o Needed for follow-up and monitoring of active positive patients in self quarantine
 - o GCHD is in current need of 2 additional staff – we anticipate possibly needing another 2-4 employees over the next 6 months.
- **Epidemiologists**
 - o Needed for initial contact and investigations of positive patients as well as following up with close contacts to attempt to isolate the spread of COVID-19 in the community.
 - o GCHD is in current need of 2 additional staff – we anticipate possibly needing another 2-4 employees over the next 6 months.
- **Business Taskforce**
 - o Needed to assist local businesses with how to mitigate the spread of COVID-19 in their business as well as how to deal with a positive worker or guest. This will also be necessary when we make testing open and available to people who work in the county.
 - o GCHD is in current need of 2 staff to start addressing the needs of the business community in the county – the most likely could grow into needing an additional 2 staff members based on business community demand.

We're planning to transfer \$500K to the Galveston County Health District to assist in paying for additional staffing and program resources as needed. Please note: We CANNOT expand testing without exponentially expanding the Health District staffing – there is no way for their present staff to keep up with current growth let alone new growth from expanded testing.

Galveston County's request of 18% of the 13 municipalities CARES Act allocation only accounts for **\$3,002,749**.

Galveston County portion of the CARES Act was \$2.3M – of which we are committing over 56% (\$1.3M) to expanded public testing and assisting the GCHD with their needs.

Total 18% share from Galveston County Cities	\$3,002,749
Total Contribution from Galveston County	\$1,300,000
<u>Total Funding Available</u>	<u>\$4,302,749</u>
Countywide Testing thru End of 2020	\$3,510,000
GCHD Staffing & Resources	\$500,000
<u>Total Anticipated Costs</u>	<u>\$4,010,000</u>
Leftover for Unanticipated Needs	\$292,749

TYLER DRUMMOND | Chief of Staff

County Judge Mark Henry | 722 Moody Ave. | Galveston, TX 77550

409.765.2639 (Office) | 409.771.2373 (Cell)

tyler.drummond@co.galveston.tx.us | www.galvestoncountytexas.gov

From: Tafuri, Scott <Scott.Tafari@co.galveston.tx.us>**Sent:** Monday, June 15, 2020 3:08 PM**To:** chief@bayouvista.us; Brent Spier <bspier@clearlakeshores-tx.gov>; 'Gregory Trantham' <gtrantham@ci.dickinson.tx.us>; Hunt, Derek (EMS Director/Co-EMC) <dhunt@ci.dickinson.tx.us>; 'Brian Mansfield' <briansfield@ci.friendswood.tx.us>; Mark Morgan <mmorgan@galvestontx.gov>; Wilmon C. Smith <wsmith@hitchcockpd.com>; Walter Gant <wgant@kemah-tx.com>; shutchison@ci.jamaicabeach.tx.us; Charlene Warren <c.todaro@cityoflamarque.org>; Edghill, Ryan <ryan.edghill@leaguecitytx.gov>; 'Philip Meadows ' <philip@ci.santa-fe.tx.us>; 'Thomas Munoz' <tmunoz@texas-city-tx.org>; tikiemc@comcast.net; Mark.Williams@senate.texas.gov; Terri Gale <mayorgale@kemah-tx.com>; danielskonyha@yahoo.com; kurt.otten.cls@gmail.com; jmasters@ci.dickinson.tx.us; mayor@friendswood.com; Jim Yarbrough <JimYarbrough@GalvestonTX.Gov>; rstrickland@cityofhitchcock.org; stevekspecer@aol.com; b.hocking@ci.lamarque.tx.us; mayor@ci.santa-fe.tx.us; tikimayor@comcast.net; mdoyle@texascitytx.gov; pat.hallisey@leaguecitytx.gov; cheard@ci.dickinson.tx.us; fwdcity@friendswood.com; Brian Maxwell <BMaxwell@GalvestonTX.Gov>; Marie Gelles <mgelles@cityofhitchcock.org>; c.buttler@cityoflamarque.org; john.baumgartner@leaguecitytx.gov; Liechty, Linda <Linda.Liechty@co.galveston.tx.us>**Cc:** Drummond, Tyler <Tyler.Drummond@co.galveston.tx.us>; Henry, Mark <Mark.Henry@co.galveston.tx.us>**Subject:** CARES Act Fund Transfer Request**Importance:** High

Dear Galveston County Mayor/City Manager/Emergency Manager,

Under the CARES Act, Congress authorized financial reimbursements to local governments for activities in response to COVID-19 as well as to cover eligible costs throughout the rest of the 2020 calendar year. The allocations that were awarded by the state have been designated to each of the 13 municipalities and to the county at \$55 per capita. The allocations have been awarded as follows:

ENTITY:	POPULATION:	ALLOCATION:
Galveston County	41,865	\$2,302,575
Bayou Vista	1,648	\$90,640
Clear Lake Shores	1,164	\$64,020
Dickinson	21,532	\$1,184,260
Friendswood	28,606	\$1,573,330
Galveston	49,638	\$2,730,090
Hitchcock	7,855	\$432,025
Jamaica Beach	1,080	\$59,400
Kemah	2,047	\$112,585
La Marque	16,817	\$924,935
League City	104,260	\$5,734,300
Santa Fe	13,624	\$749,320
Texas City	50,946	\$2,802,030
Tiki Island	1,057	\$58,135

Over the past 4 weeks, Galveston County allocated the majority of its CARES Act funds to increase nasal swab testing capacity for the public. Nasal swab testing is running at over \$200K per month with only 2,000 tests per month. Starting this Wednesday, the county is expanding the local testing capacity with UTMB and by offering antibody testing to the public. Those who receive a positive result from the antibody test will be required to then register to take the nasal swab test to confirm they do not presently have COVID-19. The costs for antibody tests is expected to come in around \$250K per month in addition to the \$200K per month being spent on nasal swab tests.

To date, Galveston County has accumulated about \$1M for eligible reimbursable expenses not including the testing costs mentioned above. Outside of reimbursing ourselves for funds spent on PPE and response over the past several months, Galveston County has a difference of \$1.3M in CARES Act funding available for the testing and other response activities.

The Galveston County Health District only received eligibility for \$500K from the CARES Act. The funding they received is to reimburse the district for the mass testing they conducted a few months back at the beginning of this epidemic along with reimbursable expenses for staffing, PPE, etc. That only leaves the district with a small percentage of CARES Act funds to spend on epidemiology, investigations, following-up on positive cases, mitigation response/support for businesses in the community, or any other activities necessary to help slow the spread of COVID-19 in our communities.

We need to be prepared to be able to pay for public testing and to support response activities with our health district. Therefore, Galveston County would like to have the support from all of the local jurisdictions with making the following proposal:

With CARES Act funds being limited to what the money can be spent on and with the county and health district providing a countywide approach to testing and follow-up, we would like to find a way to continue paying for the activities currently being engaged in and have access to funding to expand our current response efforts and for future response activities if/when this epidemic necessitates it.

Judge Henry consulted with Chief Nimm Kidd of the Texas Department of Emergency Management, and was encouraged to have the county enter into a transfer agreement with all of our 13 municipalities. The transfer agreement will allow each community to allocate some of their CARES Act funds to pay for current and future countywide COVID-19 response. At this time, we are only requesting that you transfer at a rate of \$10 per capita. The proposed transfer request from each community would be the following:

ENTITY:	POPULATION:	ALLOCATION:
Bayou Vista	1,648	\$16,480
Clear Lake Shores	1,164	\$11,640
Dickinson	21,532	\$215,320
Friendswood	28,606	\$286,060
Galveston	49,638	\$496,380
Hitchcock	7,855	\$78,550
Jamaica Beach	1,080	\$10,800
Kemah	2,047	\$20,479
La Marque	16,817	\$168,170
League City	104,260	\$1,042,600
Santa Fe	13,624	\$136,240
Texas City	50,946	\$509,460
Tiki Island	1,057	\$10,570

The above transfer amounts equate to each community allocating 18% of their CARES Act to go towards testing and other community response activities for the rest of the 2020 calendar year. We feel this request is reasonable and responsible given the circumstances and current unknowns as our economy begins to open back up.

The interlocal agreement has been attached for your review and consideration.

The Galveston County Office of Emergency Management will **hold a conference call tomorrow (6/16) at 0930,** for all mayors, city managers, and emergency management coordinators to discuss this proposal in more detail and answer any questions you may have. **The call in information is 1-888-808-6929: Code: 3095002.** If you are in agreement with the attached interlocal, please sign a copy where your signature line is located and email to Tyler.Drummond@co.galveston.tx.us.

Sincerely,

Scott N. Tafuri

Emergency Management Coordinator
Galveston County Office of Emergency Management
1353 FM 646 W. Suite 201, Dickinson, TX 77539
Office: 281-309-5003
Mobile: 409-370-8592
24 Hour Hotline: 888-384-2000
www.gcoem.org





Mark Henry

**County Judge
County of Galveston**

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Dianna Martinez
Office Coordinator

Linda Bilotta Liechty
Administrative Assistant

July 8, 2020

Chris Lane, Councilman
La Marque City Council, District B
1111 Bayou Road
La Marque, Texas 77568

Dear Chris,

I would like to express my sincere appreciation for your participation in the recent COVID-19 public service announcement. This public health initiative is invaluable to the well-being of our entire county. Thank you for your ongoing service and dedication to the residents of the City of La Marque as well as Galveston County as a whole.

As COVID-19 continues to impact communities around the country and globe, people are coming together to help stop the spread; your actions are directly related to keeping our residents safe.

Kindly accept the enclosed gavel used at the June 15, 2020 regular meeting of Commissioners' Court as a token of my appreciation.

If ever I may be of service as your Galveston County Judge, please give me a call at 713-447-2541.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Henry", is written over a horizontal line.

Mark Henry



CITY COUNCIL AGENDA FORM

Meeting Date: August 10, 2020
Prepared by: Chief Kirk Jackson

Agenda item: 6a
Reviewed by: Charlene Warren
Charles Jackson

Department: Police

AGENDA ITEM DESCRIPTION: Consider recommendation to authorize the Mayor to execute an Interlocal Agreement (ILA) between the City of La Marque and the County of Galveston for the City's continued participation in the Galveston County Auto Crimes Task Force

X

ATTACHMENTS FOR REFERENCE

- 1. Interlocal Agreement FY 2020 between the City of La Marque and the County of Galveston for participation in the Galveston County Auto Crimes Task Force**
- 2. Motor Vehicle Crime Prevention Authority Award Letter to Galveston County**

STAFF BRIEFING:

- The LMPD is a current recipient of this grant
- This is a continuation of the current FY 2019-2020 grant
- The agents who are assigned to the Galveston County Auto Crimes Task Force (GCACTF) conduct investigations, both proactive and reactive, as assigned by the Task Force Commander
- The agent assigned to the Task Force by LMPD investigates auto crimes cases reported to the La Marque Police Department as well as working jointly with other agents
- Agents operate both overtly and covertly in the investigation of auto crimes
- Agents also conduct public awareness programs; serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes
- The GCACTF grant funds a vehicle and salary (does not include benefits)
- Salary expense will be reimbursed to the City based on City-issued invoices
- Expenses for gas, oil, and maintenance is the responsibility of the City of La Marque
- The ILA and program costs have been discussed with the Finance Director

HISTORY:

- City Council authorized the City's participation in the GCACTF in 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020 (current)

TARGET IMPLEMENTATION: Fiscal Year 2020-2021

SIGNIFICANT ACTION DATES:

October 14, 2019 - Approval of the 2019-2020 Interlocal Agreement (ILA) by the La Marque City Council



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	\$88,892.40
Actual Bid	
Estimated Expenditure	\$23,870 + \$2,400 fuel + \$1,200 maintenance and insurance for the grant funded vehicle \$61,422.40 salary is grant funded.
Acct. Name(s)	
Line Items #	Various
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the Mayor to execute an Interlocal Agreement (ILA) between the City of La Marque and the County of Galveston for the City's continued participation in the Galveston County Auto Crimes Task Force

FISCAL IMPACT: \$27,469.60 annually for benefits, and fuel, maintenance and insurance for grant funded vehicle

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of La Marque**, a municipal corporation situated in County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and City of La Marque have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority of the State of Texas, in the amount of \$451,354 for the Galveston County Auto Crimes Task Force, and,

WHEREAS, the City has agreed to contribute the total of \$26,144 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and City believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the County and City agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow the County to file an application for a grant with the Motor Vehicle Crime Prevention Authority, which extension is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on September 1, 2020 and to end: August 31, 2021.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, the City agrees to contribute a total of \$26,144 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	\$22,544	Fringe paid by City in lieu of match (Professional and Contractual Services)
Fuel for Agent’s Vehicle (City employee)	\$2,400	In-Kind Match by City (Supplies and Direct Operating Expenses)
Maintenance/Insurance for Agent’s Vehicle (City employee)	\$1,200	In-Kind Match by City (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2020.

County of Galveston by:

City of La Marque by:

Mark Henry, County Judge

Bobby Hocking, Mayor

Date Signed

Date Signed

ATTEST:

ATTEST:

Dwight D. Sullivan, County Clerk

Robin Eldridge, City Clerk



Motor Vehicle Crime Prevention Authority

Lt. Tommy Hansen
Chair

Ashley Hunter
Insurance Representative

Armin Mizani
Insurance Consumer Representative

Asst. Chief Mike Rodriguez
Law Enforcement Representative

Shay Gause
Insurance Representative

Kit Whitehill
Insurance Consumer Representative

Steven C. McCraw
Ex Officio Member
Major Justin Owen -Designee
Texas Department of Public Safety

July 29, 2020

The Honorable Mark Henry
Galveston County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550
Via Email: Mark.Henry@co.galveston.tx.us

Re: **FY2021 Statement of Grant Award and Acceptance Notice**
Grant Number: **608-21-0840000**
Grantee: **Galveston County**
Program Title: **Galveston County Auto Crimes Task Force**
Grant Award Amount: **\$451,354**
Grant Term: **September 1, 2020 to August 31, 2021**

Dear Judge Henry,

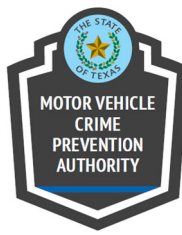
I am pleased to inform you that Galveston County has been approved for a grant award awarded by the Motor Vehicle Crime Prevention Authority (MVCPA) in the amount indicated above. The award will be from September 1, 2020 through August 31, 2021. The grant award must be officially accepted by signing and returning the enclosed Statement of Grant Award and grantee acceptance notice within 30 days from the date received.

We look forward to working with you to combat and reduce motor vehicle crime. Any questions relating to the administration of this grant should be directed to our office. Please do not hesitate to contact me should you require further assistance with this matter. I can be reached at Bryan.Wilson@txdmv.gov or (512) 465-4012.

Sincerely,

Bryan E. Wilson
Director

Copy via email: all agency designated grant officials



**FY21 Motor Vehicle Crime Prevention Authority (MVCPA)
Statement of Grant Award and Grantee Acceptance Notice**

Grant Number: **608-21-0840000**
Grantee: **Galveston County**
Program Title: **Galveston County Auto Crimes Task Force**
Grant Award Amount: **\$451,354**
Total Cash Match Amount: **\$236,706**
Reimbursement Percent: **\$65.60%**
In-Kind Match Amount: **\$48,000**
Grant Term: **September 1, 2020 to August 31, 2021**

That whereas, Galveston County (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 19, 2019 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled Galveston County Auto Crimes Task Force, and further identified by grant number 608-21-0840000; and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY21 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **July 29, 2020**; and

Whereas, the Grantee desires to accept the FY21 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code, Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts;
- The Request for Applications issued on April 19, 2019;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award;
- The certification of compliance; and
- The Approved Grant Budget Summary:

Approved Grant Budget Summary				
	MVCPA	Cash Match	Total	In-Kind
Personnel	\$329,993	\$17,760	\$347,753	\$0
Fringe	\$0	\$111,201	\$111,201	\$0
Overtime	\$0	\$0	\$0	\$0
Professional and Contract Services	\$121,361	\$75,655	\$197,016	\$0
Travel	\$0	\$3,510	\$3,510	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies and Direct Operating	\$0	\$28,580	\$28,580	\$48,000
Totals	\$451,354	\$236,706	\$688,060	\$48,000
*Reimbursement Percent: 65.60% - \$451,354 MVCPA Amt. / \$688,060 (MVCPA Amt. plus \$236,706 Cash Match)				

Now, therefore, the Grantee accepts the FY21 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

XX **Border Security Report Requirement** – Grantees that receive Motor Vehicle Crime Prevention Authority funds and which are located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway are required to provide an additional report as required by the General Appropriations Act, page IX-38 Section 7.11 (b) 3; 86th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed

Galveston County Grant Application Negotiation for Fiscal Year 2021

The Application was submitted by Mark Henry at 7/17/2020 4:03:20 PM and is now locked.

The confirmation Number is 2020071700152.

Program Title Please enter a short description of the proposed program that can be used as the title. *Galveston County Auto Crimes Task Force*

Which type of grant are you applying for?

Continued Grant - Only available to agencies that have a 2020 grant. These are annual competitive grants for the program described in the application. The program must be submitted for substantially the same program as the previous year. The requested funds, match funds, and in-kind match must be within 5% of the previous year but in any event may not go below the 20% minimum cash match requirement. The number of staff positions must be within 5% of the total positions. Awarded activities are funded on a reimbursement basis.

To be eligible for consideration for funding, a program must be designed to support one or more of the following **MVCPA program categories**.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts

Grant Participation and Coverage Area

- **Other Coverage** (Describe): *Galveston County Auto Crimes Task Force covers Brazoria, Matagorda, and Southern Harris County areas on a request basis. We currently conduct 68-A inspections for these areas, respond to complaints and assist on investigations. The geographical area has a population growth during the summer time. Our Analyst offers support not only statewide, Nationally (Federal Agencies) but also internationally upon request.*
- **Law Enforcement Grant**
Participating and coverage agencies below.

Participating Agencies: agencies that will materially participate in the grant application through the use of interlocal agreements. The agencies selected in this list only includes agencies that will receive or provide funding and/or resources. The interlocal agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.

Coverage Agencies: agencies that will be covered by the grant but not materially participating in the grant application. These agencies will not be covered by a grant interlocal agreement but as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant. The agencies selected in this list only includes agencies that will be covered or where the chief of police or county sheriff indicates that

their agency will coordinate or call upon the taskforce. These will not directly receive or provide funding and/or resources. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0840000 GALVESTON CO SO	None
TX0840400 GALVESTON PD	TX0200000 BRAZORIA CO SO (MIP)
TX0840700 LA MARQUE PD	TX0200100 ALVIN PD
	TX0200200 ANGLETON PD
	TX0200300 CLUTE PD
	TX0200400 DANBURY PD
	TX0200500 FREEPORT PD
	TX0200800 LAKE JACKSON PD
	TX0200900 MANVEL PD
	TX0201000 PEARLAND PD(MIP)(IBR)
	TX0201100 RICHWOOD PD
	TX0201200 SWEENEY PD (AE)
	TX0201400 WEST COLUMBIA PD
	TX0201700 ALVIN COMMUNITY COLL PD
	TX0201800 BRAZORIA PD
	TX0201900 BROOKSIDE VILLAGE PD
	TX0202700 JONES CREEK PD (AE)
	TX0202800 SURFSIDE BEACH PD
	TX0202900 OYSTER CREEK PD
	TX0203200 ALVIN ISD PD
	TX0203300 ANGLETON ISD PD (AE)
	TX0203500 COLUMBIA-BRAZORIA ISD PD
	TX0840200 DICKINSON PD
	TX0840300 FRIENDSWOOD PD (AE)
	TX0840500 HITCHCOCK PD
	TX0840600 KEMAH PD
	TX0840800 LEAGUE CITY PD
	TX0840900 TEXAS CITY PD
	TX0841000 UTMB-GALVESTON PD
	TX0841200 TX A&M GALVESTON PD (AE)
	TX0841900 JAMAICA BEACH PD (AE)
	TX0842100 SANTA FE PD
	TX0842200 BAYOU VISTA PD
	TX0842300 COLL OF THE MAINLAND PD
	TX0842800 Santa Fe ISD PD
	TX0843100 GALVESTON ISD PD
	TX1012500 WEBSTER PD
	TX1012800 NASSAU BAY PD
	TX1610000 MATAGORDA CO SO
	TX1610100 BAY CITY PD
	TX1610200 PALACIOS PD
	TX1610900 BAY CITY ISD PD

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov.

Grant Budget Summary

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$329,993	\$17,760	\$347,753	\$0
Fringe	\$0	\$111,201	\$111,201	\$0
Overtime	\$0	\$0	\$0	\$0
Professional and Contract Services	\$121,361	\$75,655	\$197,016	\$0
Travel	\$0	\$3,510	\$3,510	\$0
Equipment				
Supplies and Direct Operating Expenses (DOE)	\$0	\$28,580	\$28,580	\$48,000
Total	\$451,354	\$236,706	\$688,060	\$48,000
		52.44%		

The maximum award for this grant is \$451,354.

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Lt./Commander (Position # 401)	Investigator/LEO	100.00%	\$82,152	\$6,850	\$89,002	\$0
Investigator (Position #404)	Investigator/LEO	100.00%	\$75,486	\$3,130	\$78,616	\$0
Investigator (Position #405)	Investigator/LEO	100.00%	\$71,849	\$4,410	\$76,259	\$0
Analyst (Position #403)	Crime Analyst/LE Professional	80.00%	\$44,903	\$800	\$45,703	\$0
Deputy III (Position #402)	Investigator/LEO	100.00%	\$55,603	\$2,570	\$58,173	\$0
	Total Personnel		\$329,993	\$17,760	\$347,753	\$0
Fringe						
Deputy III (Position #402)	Investigator/LEO		\$0	\$19,954	\$19,954	
Lt./Commander (Position # 401)	Investigator/LEO		\$0	\$26,902	\$26,902	\$0
Investigator (Position #404)	Investigator/LEO		\$0	\$24,553	\$24,553	\$0

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Investigator (Position #405)	Investigator/LEO		\$0	\$24,024	\$24,024	\$0
Analyst (Position #403)	Crime Analyst/LE Professional		\$0	\$15,768	\$15,768	\$0
	Total Fringe		\$0	\$111,201	\$111,201	\$0

Overtime

Lt./Commander (Position # 401)	Investigator/LEO		\$0	\$0	\$0	\$0
Investigator (Position #404)	Investigator/LEO		\$0	\$0	\$0	\$0
Investigator (Position #405)	Investigator/LEO		\$0	\$0	\$0	\$0
Analyst (Position #403)	Crime Analyst/LE Professional		\$0	\$0	\$0	\$0
Deputy III (Position #402)	Investigator/LEO		\$0	\$0	\$0	\$0
	Total Overtime		\$0	\$0	\$0	\$0

Professional and Contract Services

Galveston PD - Sr Police Officer	Investigator/LEO - personnel	100.00%	\$76,253	\$5,598	\$81,851	\$0
Galveston PD - Sr Police Officer	Investigator/LEO - fringe	100.00%	\$0	\$33,468	\$33,468	\$0
Galveston PD - Sr Police Officer	Investigator/LEO - overtime	100.00%	\$0	\$0	\$0	\$0
La Marque PD - Detective*	Investigator/LEO - personnel	100.00%	\$45,108	\$17,061	\$62,169	\$0
La Marque PD - Detective	Investigator/LEO - fringe	100.00%	\$0	\$19,528	\$19,528	\$0
La Marque PD - Detective	Investigator/LEO - overtime	100.00%	\$0	\$0	\$0	\$0
	Total Professional and Contract Services		\$121,361	\$75,655	\$197,016	\$0

Travel

MVCPA Meetings and Workshops	Administrative In-state		\$0	\$390	\$390	\$0
Advanced/Specialized Auto Theft	Training In-State		\$0	\$3,120	\$3,120	\$0
TAVTI	Training In-State		\$0	\$0	\$0	\$0

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
	Total Travel		\$0	\$3,510	\$3,510	\$0
Equipment						
	Total Equipment					
Supplies and Direct Operating Expenses (DOE)						
Service Contracts (Hardware/Software)			\$0	\$16,620	\$16,620	\$0
Fuel			\$0	\$0	\$0	\$16,800
Vehicle Maintenance			\$0	\$1,000	\$1,000	\$7,200
Wireless Communications			\$0	\$8,160	\$8,160	\$0
Administrative Supplies			\$0	\$800	\$800	\$0
Operating Supplies			\$0	\$1,000	\$1,000	\$0
Training/Registrations			\$0	\$1,000	\$1,000	\$0
Utilities			\$0	\$0	\$0	\$24,000
	Total Supplies and Direct Operating Expenses (DOE)		\$0	\$28,580	\$28,580	\$48,000

Budget Narrative

Personnel: Lt/Commander (Galveston County Sheriff's Office): Commander supervises daily operations of the Task Force including strategy development and case assignment/review. Maintains communication with the Project Director, investigators, and office personnel. The Unit Commander stays in contact with the County Auditor and Purchasing Agent to ensure compliance with the appropriate state and county regulations. Commander provides both tactical and strategic analytical support to all local, county, state, and federal agencies. Commander coordinates with the Analyst concerning appointments, travel, training, and monitoring grant and financial records. Attends and conducts peace officer training and public awareness programs as needed. 100% assigned to Auto Crimes Task Force.

Investigators (Galveston County Sheriff's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force.

Analyst (Galveston County Sheriff's Office): Performs intelligence analysis including

Budget Narrative

research, crime mapping, link analysis, VIN decoding, secondary identification methods, and any other vehicle-related requests for local, state, and federal investigators. 80% assigned to Auto Crimes Task Force.

Deputy III (Galveston County Sheriff's Office): Primary duties will consist of pro-active LPR operation and field identification and assistance. May conduct minor investigations and overt/covert operations as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. May assist assigned district liaisons by sharing and gathering information related to motor vehicle crimes as deemed necessary by the Commander. Assists all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force.

Personnel not listed in funding tables include 2 part time reserve deputies assigned to the Auto Crimes Task Force. Their duties may include: conducting investigations, both pro-active (self-initiated) and reactive; operating both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. No grant funds requested for salaries; nor matches used in grant application; however, some costs may be incurred to provide training or equipment necessary to conduct ACTF business.

Note: Salaries listed are based on proposed position steps/grades with respect to percentage of time spent on Auto Crimes Task Force grant activities no potential cost of living adjustments/step increases/salary increases are included or anticipated for the coming fiscal year. Cash match amounts reflected are for sworn law enforcement personnel per the Law Enforcement Career Path Program for: Certification Pay (based on level of certification as follows: \$50 per month for intermediate certification; \$100 per month for advanced certification; and \$150 per month for master certification); and Longevity Pay: \$10 per month for each year of time in service per month. Also included is a one-time bonus of \$1,000 per employee typically given to County employees in the second pay period in November.

Fringe: Cash Match reflected above includes the following benefits for all county employees with respect to percentage of time spent on Auto Crimes Task Force grant activities: Pension -Texas County District and Retirement System (TCDRS) at 12.26% Alternate Plan (County does not participate in Social Security) at 8.645% Medicare at 1.450% Unemployment Insurance at 0.180% Health Insurance at \$565/month. Fringe match calculated with potential 3% COLA and includes no overtime. Rates noted are per the Galveston County Employee Benefits Package for FY 2020.

Overtime: N/A

Professional and Contract Services: Galveston Police Department (Sr Police Officer): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task

Budget Narrative

Force. The Galveston Municipal Police Association and the City of Galveston entered a new Collective Bargaining Agreement in FY2020. Salary, benefits and overtime shown were calculated with a proposed negotiated salary adjustments with no overtime. Salary match paid by Galveston PD includes Certification Pay (based on TCOLE certification - Intermediate: \$100/month; Advanced: \$167/month; and Masters: \$208/month); Longevity Pay (\$4.50 per years of service/month); and Education Pay (based on degree held from nationally accredited college or university - Associates: \$75/month; Bachelors: \$200/month; Masters: \$250/month). Benefits/Fringe provided by City match include: Pension (12%); Social Security (6.20%); Medicare (1.450%); Workers Comp (9.250%); Health Insurance (\$790/month); Dental Insurance (\$24/month); and Life Insurance (\$16/month).

La Marque Police Department (Detective): *Base salary amount for FY 2021 is estimated at \$59,153 based on current hourly rate and projected increases due to Collective Bargaining. Due to mandated State reduction of grant funds in FY 2021 budget, allowable grant funds for this position are \$45,108. Cash match of \$14,045 using Program Income funds will be used for the remainder of the base salary amount. Additional Personnel/Salary cash match paid by the city of La Marque for FY 2021 is estimated at \$3,016 and is detailed below.

Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Salary and benefits reflected were calculated based on current hourly rate billed and agreed adjustments and increases for FY 2021 per Collective Bargaining Agreement between the La Marque Municipal Police Association and the City of La Marque with no overtime. Salary Match paid by La Marque PD includes Certification Pay: \$130/month (up to \$150 depending on certification level); Longevity Pay: one-time annual payment received in November; an Equipment Allowance: \$65/month; Fitness Pay: \$250 one-time per year in December. Benefits provided by City match include: Pension (14.08%); Social Security (6.20%); Medicare (1.450%); and Health Insurance (\$501.56/month).

Travel: The current per diem rate for the county is \$45 per day and the mileage rate is in conjunction with the IRS standard mileage rate. Each investigator assigned by contract will follow the travel policies of their home agencies respectively and will bill ACTF for reimbursement of travel costs incurred. An average general per diem of \$45 per day used in below calculations.

Administrative (In-State): ACTF anticipates travel to MVCPA Board Meetings plus one grant workshop per year for Commander and Analyst. Calculated one overnight stay: \$45 per diem/day x 2 people x 1 times per year - \$90; and hotel estimate: \$150/night (including taxes) x 2 people x 1 night = \$300. TOTAL = \$390

Advanced/Specialized Other Auto Theft and Investigative training (In-State): Locations to be determined for FY 2021. Estimated funds include training for 2 persons: hotel rooms at \$150/night (including taxes) for 4 nights x 2 classes - \$1200; plus average per diem of

Budget Narrative

\$45/per day x 4 days x 2 persons - \$360. TOTAL = \$1,560 x 2 classes = \$3,120

All travel funds for FY 2021 will be paid by Program Income funds.

Equipment: N/A

Supplies and Direct Operating Expenses (DOE): Service Contracts: \$16,620 cash match using Program Income funds for: Software Licensing and Maintenance costs of \$10,800 to renew annual contract with Vigilant Solutions for Law Enforcement Archival and Reporting Network (LEARN) and National Vehicle Location System (NVLS) access to LPR data (including private data) and Facial Recognition System; Software Licensing and Maintenance costs of \$2,820 to CovertTrack to renew annual contract to access mapping for tracking devices on our bait vehicle; and Hardware Maintenance Contract annual renewal with Vigilant Solutions for \$3,000 to provide upgrades to the existing License Plate Reader camera system.

Fuel: The county and cities provide fuel for ACTF vehicles including investigator vehicles, LPR, and bait car. All amounts shown as in-kind match are based on estimate of \$200/month. Quarterly expenditure reports will document actual match by each entity.

Vehicle Maintenance: \$1,000 cash match using Program Income funds to cover any cost for maintenance or repair to bait vehicles (including a car, cargo trailer, all-terrain vehicles and personal water craft); License Plate Reader vehicle; ACTF Polaris UTV; and ACTF crime prevention trailer; and \$7,200 In-Kind from the County and Cities to repair and maintain agent's vehicles (6 total) estimated at \$1,200/agent.

Wireless Communications: \$8,160 cash match using Program Income funds for cell phones used by ACTF staff; cellular data links in bait vehicles, LPR, tracking units to operate GPS systems, and IP video cameras used for surveillance. Also includes costs of air cards for laptop computers to send/receive data to identify motor vehicles, suspects, or relay information in surveillance situations in a timely and secure method. Costs estimated at \$680/month.

Administrative Supplies: \$800 cash match using Program Income funds for Routine office supplies, paper, batteries for electronics, audio/videotapes, and blank CDs/DVDs, etc. These items assist personnel to perform efficiently and professionally. Estimated cost for office supplies is \$800 and accommodates expensive printer cartridges for agent's printer, which was provided by the County. Galveston County Information Technology will support and maintain the black and white laser printers and provide ink cartridges.

Operating Supplies: Estimated \$1,000 cash match using Program Income funds for Departmental Supplies such as cleaners and degreasers for use in identifying vehicles/parts, small hand tools, VIN etching supplies; finger print supplies; and other items used by Auto Crimes Task Force Agents in the course of their assigned duties.

Training: \$1,000 cash match using Program Income funds to allow for training opportunities (if offered locally and requiring no additional travel costs) such as new detective/investigator training \$500/person or interview and interrogation training

Budget Narrative

\$500/person

Utilities/Building Maintenance/Alarm: In-kind match shown for County provided utility services (electrical, water, sewer, garbage disposal, etc) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County. Cost of utilities estimated at \$2000/month, however quarterly expenditure reports will document actual utility bill amounts.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program.

Cash Match

Source of Cash Match

Galveston County	Grantee	\$128,961
City of Galveston	Subgrantee	\$39,066
City of La Marque	Subgrantee	\$22,544
Program Income	Program Income	\$46,135
Total Cash Match		\$236,706

In-Kind Match

Source of In-Kind Match

Galveston County	Grantee	\$40,800.00
City of Galveston	Subgrantee	\$3,600.00
City of La Marque	Subgrantee	\$3,600.00
Total In-Kind Match		\$48,000.00

Statistics to Support Grant Problem Statement

Use UCR data	2016	2017	2018
Larceny from a motor vehicle	1907	1931	1799
Larceny from a motor vehicle - Parts	167	120	66
Jurisdictions included in totals	Statistics for Area of Jurisdiction		
Theft of a motor vehicle	687	759	694
Recoveries of Motor Vehicles	317	388	340
Jurisdictions included in totals	Statistics for Area of Jurisdiction		

Provide any additional information or limitations about the data provide above

Data collected from UCR reports for local agencies for CY's 2016, 2017, and 2018.

Application Narrative

Grant Introduction (Executive Summary)

1.1 Briefly describe the organization and program operation. Provide a high level summary to the intent of the application and how it will affect the local community. (500 words or less)

Galveston County is the grantee and is governed by county commissioners' court. The court appointed Galveston County Sheriff to oversee this project. Galveston County Auto Crimes Task Force command structure has a Director (appointed by Sheriff), Commander, Assistant Commander, Analyst and four Investigators with a request for one additional investigator for FY 2020. The task force follows the command structure of the Sheriff's Office.

Galveston County Auto Crimes Task Force is a multi-agency and multi-jurisdictional task force with extensive training in auto theft and vehicle financial fraud. The task force coordinates responses both pro-actively and re-actively to multifaceted motor vehicle crimes throughout the region. Motor vehicle crimes are often tied to organized crime and patterns of crime that require the task force to proactively communicate across jurisdictional boundaries. Economic enterprises and individuals sustaining illegal behavior, including theft by fraud, are causing harmful losses to Texas communities.

Galveston County Auto Crimes Task Force proposes to reduce auto crimes throughout Galveston County and the surrounding areas by collaborating with law enforcement agencies within Galveston County and the surrounding counties by conducting covert operations, surveillance, vehicle identification, agency assistance, and intelligence sharing.

Crime mapping and analytical research is an integral part of fighting the varied array of criminal enterprises across multiple jurisdictions. We develop strategies and utilize crime statistics to assign personnel to operations to pro-actively combat thefts and burglaries of motor vehicles/parts. We utilize available resources (license plate reader, bait vehicles, and covert/undercover equipment) to target and reduce the rate of burglaries of motor vehicles/parts and thefts of motor vehicles. Investigators also work re-actively, investigating assigned follow up cases from participating agencies to help identify prolific offenders and potential suspects and/or actors. We further conduct vehicle inspections for port operations and DMV 68-A forms.

Galveston County Auto Crimes Task Force will conduct vehicle theft/burglary of a vehicle public education/awareness events that will influence the community to safeguard their vehicles and personal property through the use of practical prevention methods.

Galveston County Auto Crimes Task Force provides an Analyst who assists officers from any requesting Local, County, State, or Federal Agency.

Task Force funding is crucial to combat, burglary of motor vehicles/parts, theft of motor vehicles, boat theft, boat trailer theft, and heavy equipment crimes.

Grant Problem Statement

2.1

Provide an assessment of the motor vehicle burglary (including theft of parts) problem in the coverage area of this application.

Galveston County Auto Crimes Task Force provides full service to Galveston County (population 349,112 per UCR reports 2018). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Two areas in the county have seen dramatic increases in burglaries of motor vehicles, jugging, which we intend to address. The north end of Galveston County and eastern Brazoria County is ever-growing in population and retail businesses creating a target rich environment; and the tourist industry in the southern part of Galveston County has seen record increases since the growth of the economy. Both areas have increased incidents of violence associated with motor vehicle crimes.

Galveston County suffered losses of two million dollars in 2018 due to motor vehicle burglaries and thefts. Victims also suffer an array of losses well beyond economic, such as lost time, lost business, and lost wages and overall diminishment of community well-being. In CY 2018, there were 1799 burglaries of motor vehicles/stolen parts with a value loss of \$2,005,885 and an average loss \$1,115.

Since 2017 there has been an almost 7.07% reduction in vehicle burglaries in Galveston County overall but Northern parts of the county have drastically increased. These reductions are attributed to increased public awareness, pro-active LPR patrols, surveillance, and bait vehicle operations. Joining forces with other state and local law enforcement agencies has helped significantly. Providing local law enforcement training has also assisted in the decline of vehicle part thefts and burglaries. Despite the reduction, Galveston County has experienced an increase in incidences of violence associated with motor vehicle crimes. Much of this is due to increased gang activity throughout the region. There are multiple trends occurring which involve motor vehicle burglaries/parts including victim assisted crime; organized crime; firearms being stolen; drug related; and tire and rim thefts from dealerships.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application

Since 1993 GCACTF has provided full service targeting vehicle thefts in Galveston County (population 349,112 per UCR reports 2018). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Galveston, Southern Harris, Brazoria, and Matagorda Counties have reported increases in motor vehicle thefts. There are multiple trends occurring which involve motor vehicle thefts including victim assisted crime; organized crime; drug related; trafficking in humans and narcotics; theft of rental cars through fraud; chop shops; internet scams; and dealership burglaries and theft of vehicles. In CY 2018 there were 694 vehicle thefts totaling \$8,101,756, with an average loss of \$11,674 bringing the total loss due to motor vehicle theft and burglary in Galveston County to \$10,107,641.

The City of Galveston typically experiences a significant increase in motor vehicle

thefts in the summer months. This can almost surely be attributed to the increase in visitors due to the beaches and tourism industry combined with schools being on summer break. The international seaport has increase vehicle export traffic involving human trafficking, narcotics, and U.S. Currency.

Galveston County reported approximately 694 incidents of motor vehicle thefts to police with an average of 1.90% vehicles a day in 2018. While 2018 MVT compared to 2017 a 8.94% decrease, current trends so far for CY 2019 are showing spikes in thefts in Galveston and Texas City.

The auto theft issue defies all boundaries: jurisdictional, political, geographical or administrative. Because of the changing trends and complexity of the issue, the auto theft fight requires the cooperation, collaboration, and involvement of many stakeholders. As the vehicle theft landscape continues to evolve, so must the search for innovative solutions to combat the activities of determined vehicle thieves.

- 2.3 Describe the geographical target area intended for this application. Include information about the taskforce governing and command structure. Include a description of the coverage area(s) and the nature of support and agreements supporting this application.

Galveston County is comprised of a total area of 824 square miles. Galveston County is south of Houston with an international Sea Port for commercial traffic. Galveston County has one major US highway and six state highways leading in and out of the county. Galveston County has fourteen incorporated cities and three unincorporated rural areas. Galveston County has two major medical facilities with one having a national laboratory.

Galveston County is the grantee and is governed by county commissioners' court. The court has appointed the Sheriff to oversee the project. Galveston County Auto Crimes Task Force command structure includes a Director (appointed by Sheriff), Commander, and Assist Commander. The Task Force has six auto theft investigators including Commander and one motor vehicle theft Analyst assigned. We seek to add and additional investigator from Texas City Police Department in FY 2020 for a total of seven full time auto theft investigators.

The task force is supported by the participating agencies with interlocal agreements from the cities of Galveston, La Marque, Hitchcock, and potentially Texas City. The Sheriff has open ended cooperative working agreements with agencies in Galveston County and the surrounding agencies which we fall under.

Galveston County's tourism industry has grown dramatically in recent years. We have over 70 miles of beachfront plus close proximity to the nation's third largest city, Houston, contributing to the complexity of our theft problems. Galveston's tourism industry continues to thrive. Growth has been clearly seen throughout the entire county with a number of new hotels. The already large cruise industry is growing with the addition of more ships, larger ships and a third terminal. Galveston has become one of the largest cruise terminals in the world.

Contributing to the growth are events such as Mardi Gras, Spring Break and the Lone Star Bike Rally. Galveston hosts one of the largest Mardi Gras events in the nation. Galveston is rated as the #2 spot in Texas for Spring Break. This past year the Lone Star Bike Rally became the second largest rally in the nation surpassing Daytona and being only second to Sturgis. This event has had an affect countywide with large venues in the La Marque and Hitchcock areas. League City has seen explosive growth in business and entertainment. All of these areas are increasing as target rich environments for thefts, BMV's, jugging, and car-jackings.

The Ports of Galveston and Freeport are also in the service area of our program. Both ports have seen extensive growth in the movement of vehicles and equipment inbound and outbound. It is not uncommon for our port inspections to result in the checking of hundreds of vehicles in a single day.

- 2.4 Will the program described in the application cover the community(ies) at large or will all or any part of this program be directed to serve a specific target population? **If No or Both, please describe the problem supporting the need for a special target population.**

We do not target specific populations, however through analysis and intelligence gathering, GCACTF may evaluate an area with a specific need or emerging trends which requires a temporary targeted focus to combat auto theft and burglaries. Any agency or portion of our coverage area could be focused on at any given time. For example the Northern parts of Galveston county which have shown increase in burglary of motor vehicles.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the functions they will perform in implementing the program. If Awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

- 3.1 Functions of the Proposed Program Related to Burglary of a Motor Vehicle

Through increased communication and collaboration with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime prevention displays, we hope to see continued reductions in the numbers of motor burglaries. The proposed TCOLE training of officers to increase awareness of burglary interdiction should have a positive impact on the changing trends as well.

Functions Of Proposed Project

Operations and services are provided to all law enforcement agencies and citizens of

Galveston County, and to areas outside of Galveston County on a request basis.

Since 2007, GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle burglary/parts. Investigators are specially trained in vehicle identification and investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional burglary investigation methods. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted five grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and have incorporated crime analysis and crime mapping to streamline operations and resources effectively.

Galveston County Auto Crimes uses various combinations of the following eight methods to combat burglary of motor vehicles and parts:

- 1) Investigation: Officers funded under ABTPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle burglary/parts investigative skills. The officers and examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.*
- 2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of burglaries of motor vehicles/parts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with burglaries of motor vehicles.*
- 3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles and parts of vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles/parts and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by ABTPA allows task force officers the means to identify most manufactured vehicles and trailers and their parts.*
- 4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle burglary/parts with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The ABTPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle*

burglary/parts.

5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When vehicle parts are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicle parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.

6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles and parts to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen and/or parted out for international transport through ports. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft/parts.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who burglarize and steal motor vehicles/parts. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of thefts/burglaries and meet the statutory measures to increase recoveries of stolen vehicles/parts; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle burglary/parts and theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle burglary/parts and theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle burglary/parts and theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding auto burglaries, including stripped vehicles/parts, salvage switch parts, and insurance fraud cases.

Provide direct and indirect investigative assistance to all law enforcement agencies regarding burglaries of vehicles/parts.

Provide assistance regarding patterns of criminal activity relating to burglaries of motor vehicle/parts.

Provide investigative assistance in any criminal activity committed in conjunction with burglaries of motor vehicles/parts to include gang activity, narcotics trafficking, etc.

Provide assistance to citizens and law enforcement agencies concerning complaints regarding burglaries of motor vehicles (this may include implementing operations, conducting surveillance and/or using bait to combat the activity)

Conduct inspections of vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in the investigation of citizen complaints involving Vehicle Storage Facilities in coverage area.

Assist requesting law enforcement agencies in coverage area regarding the execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding burglaries of motor vehicles.

Provide analytical assistance to all requesting law enforcement agencies pertaining to burglaries of motor vehicles.

Provide instructors and/or speakers to area civic organizations, school districts, Citizen Police Academies, In-service training, and Basic Police Academies, and law enforcement agencies in the areas of crime prevention and probable cause development regarding burglaries of motor vehicles.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to burglaries of motor vehicles.

Assist in processing of recovered stolen evidence/parts related to burglaries of motor vehicles and/or provide assistance/training to requesting agencies regarding the processing of recovered evidence/parts.

Provide On-Call Agent 24 hours a day/7 days a week to assist law enforcement agencies in coverage area regarding burglaries of motor vehicles.

3.2 Functions of the Proposed Program Related to Theft of a Motor Vehicle

Changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives, combined with crime analysis and mapping to reinforce operations targeting vehicles left with keys in them. Partnerships and presentations to apartments and neighborhood watch associations; homeowners associations; local businesses; and citizens police and sheriff's academy associations are made to educate and assist in crime prevention. Galveston County Auto Crimes

Task Force will increase communication and training of crime prevention to law enforcement personnel. We will continue the increased visibility through static display of stripped vehicle displays.

Functions Of Proposed Project

Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft. Currently ACTF agents are specially trained in vehicle inspections/investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional auto theft investigative methods. Operations and services are provided to all law enforcement agencies and the citizens of Galveston County as well as the counties serviced on a request basis. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and has incorporated Crime analysis and crime mapping to streamline operations and resources effectively. Members of our task force remain vigilant in the fight against motor vehicle theft.

The task force uses various combinations of the following eight methods to combat motor vehicle theft:

1) Investigation: Officers funded under ABTPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle theft investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.

2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of vehicle thefts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with motor vehicle thefts and associated gateway crimes. She regularly assists other ABTPA task forces and DPS auto theft investigators with secondary VIN locations, VIN decoding, rebuilding VINs and cross-referencing vehicles and components for positive identification of altered, burned, stolen and partially identified vehicles for investigations and 68A inspections.

3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles and clearing cases. The specialized skill in

vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by ABTPA allows task force officers the means to identify most manufactured vehicles and trailers as well as ATVs, boats, and heavy equipment.

4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle theft cases with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The ABTPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle theft.

5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When stolen vehicles are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicles and parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.

6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who and steal motor vehicles. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of motor vehicle thefts and meet the statutory measures to increase recoveries of stolen vehicles; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-

lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding commercial auto theft in coverage area to include stripping operations, salvage switch operations, and insurance fraud cases.

Provide direct and indirect investigative assistance to requesting law enforcement agencies regarding carjacking and vehicle arson incidents.

Provide assistance regarding patterns of criminal activity relating to vehicle crimes including unauthorized use of a motor vehicle, theft of motor vehicles including trailers, ATVs, 4 wheelers, boats/personal watercraft, and heavy equipment.

Provide investigative assistance in any criminal activity involving the use of stolen vehicles to include gang activity, narcotics trafficking, smuggling of persons and/or property, etc.

Assist citizens and law enforcement agencies concerning complaints regarding new and used car dealers in coverage area

Inspect vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in investigation of citizen complaints involving vehicle related business

Inspect in-bound and out-bound vehicles and heavy equipment at Port of Galveston in cooperation with the US Customs Service. Inspections will include Cargo Containers and RORO ships being used to export vehicles through the Port of Galveston. Assistance will also be given with inspections at the Port of Houston and Port of Freeport.

Assist law enforcement agencies in coverage area regarding execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding vehicle crimes and other violations involving persons with a history of engaging in vehicle crimes.

Provide analytical assistance to all requesting law enforcement agencies pertaining to vehicle crimes, organized criminal activity, and crimes involving serious bodily injury/death or the potential for serious bodily injury/death to any person [i.e. sexual assaults, kidnapping, murder, and serial offenses]

Provide instructors and/or speakers to area civic organizations, school districts, and law enforcement agencies in the areas of crime prevention, probable cause development regarding vehicle crimes, citizen police academies, in-service training, and basic police academies.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to vehicle crimes.

Assist in processing of recovered stolen vehicles for evidence recovery where the recovering agency does not have sufficient personnel or additional circumstances exist limiting available personnel. ACTF will provide training to requesting agencies regarding the processing of recovered vehicles.

Provide on-call agent 24 hours a day / 7 days a week to assist requesting law enforcement agencies with investigating auto theft and/or surveillance of located vehicles, interviewing and processing of persons arrested in motor vehicle crimes, Lo-Jack tracking of stolen vehicles, etc.

3.3 Functions of the Proposed Program Related to Motor Vehicle Burglary and Theft Prevention

According to a National Insurance Crime Bureau (NICB) January 01, 2016 thru December 31, 2019 report, 209 vehicles in the nation were stolen with the keys in the ignition, which is often referred to as "victim assisted" theft. To reduce simple mistakes like this, the task force will spend a great deal of time and effort conducting prevention and public awareness programs. We communicate with citizen and neighborhood groups and home owners associations, make appearances and presentations with our LPR, stripped vehicle display or crime prevention trailer at stock shows, county fairs, civic organizations, racing events, social media, and other public events; and provide public service announcements all in an effort to harden citizen targets against motor vehicle crimes through increased education and awareness. The task force provides brochures, give-aways and other printed material with ABTPA logos and Galveston County Auto Crimes Task Force identifiers for reference.

MVCPA Task Forces are required to collaborate across judicial boundaries and to develop regional strategies to implement funded activities. Describe how the applicant staff and jurisdiction will coordinate with other agencies and jurisdictions in the implementation of this program.

3.4 Collaboration Effort

Galveston County Auto Crimes Task Force investigators are assigned liaison areas throughout Galveston County and into surrounding and adjacent territories. Each area has several cities in the assignment. We conduct daily briefings to evaluate the current trends of motor vehicle burglary/parts and motor vehicle theft cases.

Much of our intelligence information is gathered and shared through the Bay Area Investigators group email. This group has over 1033 (April 5, 2019) participants including detectives and crime analysts from virtually each agency in our coverage area, and further covering the entire southeast region of Texas. ACTF and other ABTPA task forces and auto theft units in our region utilize this media to communicate activities in adjacent coverage areas, share intelligence, overlapping investigations, 68-A's for all adjacent counties and any requests for assistance. This collaboration method is invaluable in the fight against motor vehicle burglary/parts and motor vehicle theft.

We further have weekly briefings with our in-house NICB Agent who works from our office one day per week. They notify us of activities and trends they see/work in surrounding areas which may cross into our coverage areas. They coordinate meetings, conference calls, and other communications with all affected jurisdictions in order to keep us all notified and corroborating efforts. Additionally, we participate in monthly meetings with Homeland Security (HAMOC) in LaPorte, Texas in reference to port activities involving motor vehicle, heavy equipment, imports and exports.

We will continue to follow up with reporting agencies and recovery agencies when working investigations where vehicle theft/burglaries were reported and/or recovered by another agency. These collaborations are vital to successfully investigate and prosecute.

Our analyst receives requests and provides assistance to other auto theft task forces, investigators, patrol officers, commercial vehicle enforcement officers, US marshals, federal agents, DPS troopers and other local, state, and federal agencies on a daily basis.

To prevent overlapping of contiguous taskforces to Galveston county we coordinate and collaborate with the area of jurisdictions. This is done by email, two way radio, phones and in person meetings. These activities are done on a daily, weekly, monthly basis as needed. We have collaboration meetings in reference to strategies for working complex cases which overlap in other jurisdictions so that overlapping does not occur.

- 3.5 Functions of the proposed program for other motor vehicle crimes investigations related to motor vehicle burglary or theft such as motor vehicle fraud related crime, insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port crime, cartel or organized criminal enterprises etc...

Galveston County Auto Crimes Task Force utilizes specialized trained auto theft Investigators to conduct complex investigations into organized criminal organizations to prevent motor vehicle theft, theft by fraud, burglary of motor vehicles, insurance fraud, and Port crimes involving motor vehicles. While we show a decrease in overall auto theft and burglary statistics, the referrals of complex vehicle crime investigations have increased from various agencies in our coverage area. These complex cases are time consuming and labor intense. Senior investigators spend months investigating and organizing these complex cases while standard cases are not being distributed due to lack of personnel. With the addition of another investigator, we hope to be able to better handle our re-active caseload, while still being able to take on the complex cases and pro-actively work operations.

The techniques utilized will be as follows:

Investigation:

Investigators will conduct investigations into proactive and reactive crimes by writing reports, examine reports, review and provide intelligence briefings, develop leads and

witnesses, identify offenders and networks, identify and track organize criminal organizations, inform prosecutors and other agencies, develop sources of information from victims, informants and community members . These methods will result in recovered motor vehicles, arrest of actors, and clearance of active cases.

Identify vehicles:

Specialized trained auto theft investigators will use contacts and databases through the National Insurance Crime Bureau to identify vehicles which have been altered and unidentifiable. This collaborative effort will help in title transactions, motor vehicle crime prosecution, and recovery of stolen vehicles where criminals have worked to remove, conceal or change the vehicles identity.

Communicate and collaborate across jurisdictions:

Galveston County Auto Crimes Task Force perform investigations across local, state, jurisdictions. Investigators collaborate with local, state, federal law enforcement agencies, vehicle manufactures, industry professionals, and TxDPS crime information centers. If crime patterns or suspects are identified the information is shared through intelligence briefings. Communication and Collaboration through the International Association of Auto Theft Investigators and Texas Association of vehicle theft Investigators, and Auto Burglary Theft prevention Authority has improved the effectiveness of the Task Forces to identify new trends by criminal enterprises.

Identify prolific offenders:

Prolific offenders are identified through analyzing data and offense reports, witness statements and intelligence briefings. Once identified it is found that prolific offenders commit a large proportion of thefts or burglaries of motor vehicles. Through collaboration with other agencies it can reduce thefts and burglaries of motor vehicles.

Technology:

Advancement in technology for bait vehicles, trailers, computer systems, and GPS trackers have giving the edge to law enforcement with this specialized surveillance equipment. These systems have increase the clearance rate of cases, recoveries of vehicles, and arrest of actors.

Port Enforcement:

Port inspections are crucial part of reducing auto theft from crossing international borders. Vehicles are transported to the international sea ports to be exported by Criminals organizations. These vehicles can be stolen containing U.S. Currency, weapons, and narcotics. Coordination and collaboration with Customs and U.S. Coast Guard have reduce the impact such crimes by stopping the export of such items.

Public awareness and crime prevention

Educational and informational classes are put on throughout the year to educate the consumers on auto theft and motor vehicle burglary prevention.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Mandatory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered	<i>Mandatory. Reporting for Task Force Only</i>
1.1.16	Increase the clearance rate of motor vehicle thefts	Report the number of motor vehicle theft cases cleared	<i>Mandatory. Reporting for Task Force Only</i>
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft	<i>Mandatory. Reporting for Task Force Only</i>
Mandatory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of burglary cases cleared	<i>Mandatory. Reporting for Task Force Only</i>
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary	<i>Mandatory. Reporting for Task Force Only</i>
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of groups identified	6

ID	Activity	Measure	Target
1.1.2	Identify and document/record prolific motor vehicle theft offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	13
1.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3 for number of vehicles inspected in these businesses)	Number of businesses inspected	0
1.1.6	Conduct bait vehicle operations that target motor vehicle theft offenders	Number of bait vehicle deployments	30
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed	60
1.1.9	Respond to license plate reader (LPR) alert notifications	Number of times investigators responded to LPR alert notifications	100
1.1.12	Conduct covert operations targeting motor vehicle theft offenders	Number of covert operations	12
1.1.13	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of operations	2
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists	Number of agency assists	1000
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	350

ID	Activity	Measure	Target
1.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of motor vehicle thefts	Number of times collaborated with coverage area agencies or other law enforcement agencies	500
1.2.4	Collaborate on investigations regarding stolen parts and other property	Number of cases investigated	
1.2.5	Conduct intelligence information-sharing	Number of intelligence meetings attended	50
1.2.6	Conduct intelligence information-sharing	Crime analysis bulletins disseminated	15
1.3	Strategy 3: Prevent and Reduce the Incidence of Motor Vehicle Related Fraud Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud	Number of collaborations	100
1.3.2	Conduct 68(A) inspections (for TxDMV assignment or reassignment of VIN)	Number of vehicles inspected to complete a serialized 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	150
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected	990
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations related to MVT	50
1.3.5	Persons arrested for Insurance Fraud		
1.3.6	Persons arrested for Title Fraud		
1.3.7	Persons arrested for Registration Fraud		
1.3.8	Persons arrested for Plate Fraud		
1.3.9	Persons arrested for Salvage or Dealer fraud		
1.3.10	Persons arrested for Odometer Fraud		
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1			

ID	Activity	Measure	Target
Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories			
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	20
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	4
2.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	
2.1.4	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected (see Goal 5 for number and value of parts recovered)	20
2.1.5	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of "round up" operations	
2.1.7	BMV related cases presented to prosecutor	Report the total number of BMV related cases presented to prosecutor(s) where there was an incidence of theft from motor vehicles (includes criminal complaints for BMV, Theft, theft of parts or other cases directly tied to ABTPA statute of motor vehicle burglary and economic motor vehicle theft as defined in ABTPA statute)	10
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists	Number of agency assists	150
2.2.2			70

ID	Activity	Measure	Target
	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	
2.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of thefts from a motor vehicle	Number of times collaborated with coverage area agencies or other law enforcement agencies.	120
2.2.4	Investigate cases regarding stolen parts and other property	Number of cases investigated	
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	12
3.1.2	Conduct educational presentations to citizens	Number of presentations	10
3.1.4	Conduct vehicle identification number (VIN) etchings	Number of etching events	0
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased	0
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	0
3.1.7	Utilize social media outlets (FaceBook, Twitter, Instagram, etc.)	Number of postings in social media outlets	6
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	0
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	0
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes	2

ID	Activity	Measure	Target
3.2.2	Conduct law enforcement training (TCOLE)	Number of participants	50
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes	6
3.2.4	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of participants	10

Grant Evaluation

- 4.1 Describe the method and practice of evaluating the program activities. Including management and staff participation and systems (forms and software) used to ensure reliable and accurate data is collected and reported.

Investigators will be required to submit daily activity reports and monthly summaries which will be used to evaluate our goals, strategies, and activities. These results will be instrumental, along with crime analysis to implement and target operations effectively toward an overall goal of reducing auto theft and auto burglaries/parts. The mandated statutory requirements are documented in this process to evaluate burglary of motor vehicles/parts and theft of motor vehicles.

An overall monthly report will be compiled and sent to the Sheriff to be available to the commissioners' court. and reported to This will be provided to ABTPA on a quarterly basis.

We maintain an in-house electronic long term calendar which we tentatively schedule operations, crime prevention activities, training events, and special projects outlined in our grant activities. We compile numbers of auto thefts and auto burglaries/parts monthly from each agency in our direct project area. These numbers are added to an excel spreadsheet that documents the historical rise and fall of auto theft trends since 1991 and burglary trends since 2007. We will continue to use this method to instantly evaluate whether we are meeting our goals to reduce auto theft and burglary, and also to note rising trends in specific areas.

We will use our goals, strategies and activities for monthly progress reports to evaluate if we are reaching our projected target activities. This will allow monthly assessment as to whether our activities are effective in our goal so that we can re-evaluate how we target the auto theft and burglary problems in our area. The data collected will be evaluated so criminal activity can be targeted so we can be more effective in crime reduction. The GCACTF will continue to document vehicle theft and burglary statistics to allow for easy and quick identification of statistical trends and comparisons to previous time periods and/or locations.

4.2 Provide suggested measures that your think would better reflect the law enforcement or prevention work that your grant will perform. If the suggested measure fits into one of the goals 1-3 in the goals list above please indicate. If the suggested measure is a new kind of goal please suggest what best fits your measure.

Our analyst is called upon by officers and investigators with other agencies on a regular basis. As one of, if not the last auto theft analyst in the state, she is many times a last resort left to help identify vehicles, trailers, equipment, ATVs, boats and component parts. Although the assists provided do not directly affect the burglary and theft rates, they do sometimes help with the recovery rates and returning stolen property to rightful owners. Assists leading to recoveries is tracked through quarterly progress reports in the narrative sections. Other data being tracked pertains to the types of assistance calls received; for what kinds of agencies; and whether they are ABTPA funded. However a more targeted reporting method may be considered if more analysts become available with more funding, or if the data could prove useful to ABTPA administration.

Current Documents in folder

[Resolution.pdf](#) (5/18/2020 4:12:47 PM)

Certifications

The certifying official is the authorized official, Mark Henry, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.



CITY COUNCIL AGENDA FORM

Meeting Date: August 10, 2020

Prepared by: Kathleen Van Stavern

Agenda item: 6b

Reviewed by: Charlene Warren

Charles Jackson

Department: Code Compliance

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid #LM 09-21 and approve contract for mowing services to Parrish & Parrish Tractor Services in the amount of \$32,472.00

X

ATTACHMENTS FOR REFERENCE

1. Bid Packet
2. LM #9-21 Bid Tab
3. Contract

STAFF BRIEFING:

- Strategic Plan recommends the development and implementation of a plan to maintain the vacant lots to appropriate standards
- To date, 65 vacant overgrown lots have been cleared and maintained, in order to encourage residential builders to start rebuilding the neighborhoods, and for the safety of the citizens living there
- Ten (10) heavily overgrown vacant lots were also cleared
- A lien will be placed for each mow or clearing of a lot
- There were fifty-one (51) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period
- A notice was posted on the City of La Marque web site
- Of responses received, 2 (two) qualified bids were received
- Please see the enclosed bid tabulation for bid results
- Staff recommends awarding the bid for mowing and clearing services to Parrish & Parrish Tractor Services as the lowest qualified bid meeting specifications
- The bid amounts are based on specifications supplied by the City of La Marque
- Finance Director has approved

HISTORY:

- Over the last 5 fiscal years, approximately \$345,000.00 has been spent on the clearing and mowing of vacant lots in our city
- Most of this money was spent in the spring and used to re-clear the lots that became over-grown from the previous year
- Some of these are lots evolved from the City's demolition of substandard structures
- With this contract, each lot will be mowed and maintained once a month for the entire year this contract is in effect; some lots require 2 mows per month depending on the location

TARGET IMPLEMENTATION: Award the bid on August 10, 2020 to begin mowing and clearing of vacant lots year-round on November 1, 2020. This contract will end



CITY COUNCIL AGENDA FORM

October 31, 2021 unless the city chooses to renew the contract per the 2-year option.

SIGNIFICANT ACTION DATES: N/A

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	\$60,000.00
Actual Bid	\$32,472.00
Estimated Expenditure	\$32,472.00
Acct. Name(s)	Weed Control & Mowing
Line Item #	01-6091-33-00
Other Funding - Contingency	\$20,000.00

STAFF'S RECOMMENDATION: Motion to award Bid #LM 09-21 and approve contract for mowing services to Parrish & Parrish Tractor Services in the amount of \$32,472.00

FISCAL IMPACT:

- Council approved \$60,000.00 in current budget
- This year to date approximately \$16,361.00 has been spent mowing and clearing lots city wide. This number is somewhat lower due to the amount of rain this year
- \$20,000.00 is a contingency fund for future emergency clearing or boarding up of unsecured abandoned structures

**CITY OF LA MARQUE
INVITATION TO BID
LM #09-21**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, July 8, 2020 for:

“MOWING, DEBRIS CLEAN-UP AND SECURING”

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, July 8, 2020 at 10:00 a.m. at which time all bids will be opened and publicly read. Also, as a result of orders set forth to protect the community and stop the spread of COVID-19, the bid/proposal opening/acknowledgement will not be held in its typical form, but rather via a scheduled Zoom meeting. The information to join the bid opening via Zoom is the following:

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING
IS:

1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 917 5615 7978

Press *6 to mute or unmute your phone line. You may also connect to the meeting on
your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/91756157978>

Once you are on the website, you may need to enter the following:

Meeting ID: 917 5615 7978

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at:
www.cityoflamarque.org

Any Questions on: LM #09-21, please contact Kathleen Van Stavern at” k.vanstavern@cityoflamarque.org or 409-938-9256.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

TERMS AND CONDITIONS
LM #09-21
“MOWING, DEBRIS CLEAN-UP and SECURING”

1. Specifications and bidding documents may be secured from La Marque Code Compliance Department located at 4916 FM 1765, building C., La Marque, Texas or by calling 409-938-9256, or by emailing: g.bryce@cityoflamarque.org
2. This BID is for a year-round mowing contract with the City of La Marque that will begin on **NOVEMBER 1, 2020 and it is agreed that any contract resulting from this bid shall have the option to renew the contract for up to (two) 2 years in (one) 1-year periods.** The following clauses shall be included in the contract:
 - a: Option Clause: It is agreed that the City of La Marque will have the option to extend the contract for up to TWO (2) additional years, in ONE (1) year intervals. To exercise this option, the City of La Marque shall serve notice at least THIRTY (30) days prior to contract termination or to the end of anyone-year extension. The option to extend will not be considered if funding is unavailable or the contractor's past performance is not within the City's standards.
3. The prohibition against gratuities and kickbacks shall be conspicuously set forth in every contract and solicitation, therefore. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest, acceptable bid.
6. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet. All contractors must complete the State of Texas Ethics 1295 Form and include a signed copy with the completed bid packet, the form may be completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

7. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

8. **BIDS WILL BE REJECTED IF:**

- A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
- B. It is received after the advertised closing date and time for receipt of bids.
- C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
- D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.

9. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the Use Tax Act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.

10. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.

11. Total price should be all **INCLUSIVE OF CHARGES**, i.e.: mowing per lot price, hauling and disposal fees, quantity specified and the total charge. No increase in price will be paid due to heavy mowing. **ALL BIDDERS ARE ADVISED TO VISIT EACH LOT ON THE ATTACHED LIST BEFORE FIGURING THE COST PER LOT.**

12. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.

13. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable explanation.

14. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.

15. **CONTRACT TERM:** This contract will expire on **OCTOBER 31, 2021**, unless notice has been given by the City of La Marque to the contractor to renew the contract for another year. All work should be completed prior to the expiration date.

16. The vendor hereby assigns to purchase any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15, U.S.C.A., §1, ET. Seq. (1973).
17. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
18. Bids received after the closing time will be returned unopened.
19. All shipping and delivery charges to be paid by supplier. FOB: City of La Marque, 1111 Bayou Rd, La Marque, Texas 77568 or another designated site.
20. All contractors must be registered with the City prior to submitting a bid.
21. The Contractor shall have clean-up/clearing, all mowing and trimming equipment necessary to perform and complete all aspects of the services described herein.
The Contractor shall have sufficient clean-up and mowing equipment and workforce to complete work in a timely manner. All tractors shall also be equipped with the appropriate mowing attachments (rotary cutting mowers). The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass.
22. All clean-up and mowing equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have hand mowers, weed eaters, and other related clean-up and mowing equipment available to complete the work assigned. The City reserves the right to prohibit the Contractor from working with a piece of equipment the Code Compliance Supervisor or Officer deems to be a danger to the Contractor or the general public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this contract is sufficient for the services required herein. Additionally, the Contractor shall maintain or have immediate access to adequate backup clean-up and mowing equipment in order to sustain continuous operations in the event of equipment failure. Contractor must submit a list of equipment to complete all work assigned. The use of insufficient and/or inadequate machinery or equipment, as determined by the Code Supervisor or Officer, shall be deemed a breach of this contract.
23. Contractor must have available **EQUIPMENT** to move large quantities of debris such as, trailers, dump or otherwise, and or dump trucks, portable power unit for locations w/o power for boarding up windows and doors. Contractor or designee must have materials and be available for emergency boarding/securing of any property if needed.
24. Once the contract is assigned the mowing schedule must be adhered to. Extensions may be granted for inclement weather only on a case by case basis.
25. All trash and rubbish must be removed from the lot prior to mowing and any mowed over trash and rubbish must also be removed. Lots must be left clean, including all vegetation and trash on or near fence lines, ditches, trees and curbs.
26. **BOARDING AND SECURING:** The City of La Marque shall order securing houses /buildings /structures, etc. on abandoned properties on an "as needed basis." For instance, payment of landfill fees may be required for disposal of rubbish, etc. The expense occurred to secure the structures on the property are all inclusive in the bid price on a per door and per window cost.

The Contractor will be required to accomplish securing the property within THREE (3) days after receiving authorization from the City. If severe weather prevents securing, the Contractor shall request approval via email from the City Code Compliance Supervisor for an extension to the contracted days. Failure of a Contractor to complete securing or boarding of a structure within the allotted time (three [3] working days without an approved extension or failure to perform satisfactory work shall be sufficient cause to terminate the contract.

27. **Litter Removal:** The Contractor shall pick-up and remove all litter and miscellaneous Debris throughout the property prior to mowing (if needed) or performing any assigned work. The Contractor shall remove all litter from the gutters, sidewalks, and rights-of-way and place the same in plastic trash bags. Removal and disposal of litter and debris shall be completed by the contractor. Any litter, cut or broken, during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with any additional work assigned.

28. **Mowing:** The City of La Marque requires the contractor to provide the services of mowing, edging, and trimming on the listed properties attached to this bid, as well as picking up and removing all litter and miscellaneous debris from the property prior to mowing. The grass shall be maintained / mowed to an approximate height of three (3") inches maximum. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with a work on another property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the assigned property.

29. **Trimming:** All assigned Properties requiring mowing services shall be trimmed of all high grass, weeds, and foreign growth found adjacent to or under structures, trees, poles, culverts, fences, curbs, ditches, etc.; in addition to those found growing out of expansion joints and/or cracks in curbs, sidewalks (both sides), driveways, parking lots, and other foundational surfaces on the Property. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. THE USE OF HERBICIDES REQUIRES PRIOR WRITTEN APPROVAL OF THE CODE COMPLIANCE SUPERVISOR.

30. **Edging:** Edging is required to be performed on all assigned Properties requiring mowing services. Edging may be accomplished with a string line trimmer or metal blade. All materials dislodged by edging must be picked up and removed from the Property.

DEBRIS DEFINITIONS:

- **Light Debris**-Grass clippings, high weeds (more than 12 inches in height), leaves, paper and plastic litter items, and discarded clothing and textiles of all sorts.
- **Moderate Debris**- Trash items, including but not limited to the following; aluminum or tin cans, toys, bottles, old vessels of sorts, and household items (e.g., dishes, tableware, pots and pans, etc.).
- **Heavy Debris**- Appliances, toilets, furniture, tires, tree trunks, tree limbs and branches.
- **Extra Heavy Debris** - Discarded lumber, construction building materials, bricks, thick foliage, and large trees that must be removed from the property for work to be performed

INCREASES:

Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of La Marque of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City of La Marque in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, NOT PROFITS.

DECREASES:

The City of La Marque will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: Contractors are responsible for correctly calculating the final "per cut" cost on each lot listed, it is highly recommended that all bidders visit each lot before completing final bid.

**SPECIFICATIONS
LM #09-21**

“MOWING, DEBRIS CLEAN-UP AND SECURING”

SCOPE OF WORK

BIDDER **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID, PURCHASES MADE FOR CITY USE ARE EXEMPT FORM THE STATE SALES TAX AND FEDERAL EXCISE TAX **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED AHLL **MEET** OR **EXCEEDS** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

The scope of work under this bid shall include all materials, labor, equipment, supervision and waste and hazardous materials disposal fees and incidentals for the mowing, board up and clearing of residential/commercial/vacant lots. It is the contractor's responsibility to follow all City, State and Federal Guidelines in regard to hazardous materials, such as, but not limited to tires, lead based paint or asbestos that maybe present. All work shall be performed in accordance with all City, State and Federal regulations in addition to the following:

- a. All rates include pick-up, removal, disposal, landfill, labor, materials, equipment usage, travel cost and fees required to complete the requested services.
- b. Register with the City of La Marque as a contractor. This includes submitting general liability insurance and workers compensation requirements.
- c. The City of La Marque reserves the right to award this contract to one or more contractors if necessary or none.
- d. The attached list of properties must be mowed at the minimum once a month, in some cases certain lots may require mowing twice per month in the heavy growing season. (All lots must not exceed 12" height in grass or weeds) The contractor must notify the Code Compliance Supervisor and gain approval before mowing a property twice in one month.
- e. **The City of La Marque reserves the right to remove any lot on the following lists for any reason. Code Compliance will make every effort to replace any lot that is removed from the list with a replacement lot.**

SECURING AND BOARDING OF WINDOWS AND DOORS

PER STANDARD WINDOW \$ _____
 PER STANDARD DOOR \$ _____

ADDRESS		GALV CO. PARCEL #	NOVEMBER 1st – OCTOBER 31ST MOWS PER MONTH	COST PER MOW	SQ. FOOT PER LOT
113(1)	UNION LOT 22	198160	1		6385.0
113(2)	UNION LOT 23	198161	1		6385.0
113(3)	UNION LOT 24	198162	1		6385.0
108	ANITA LOT	200191	1		6385.0
2	ANITA LOT 11	200197	2		6385.0
3	ANITA LOT 13	200199	2		5491.0
2425	FM 1765	195673	1		4818.0
	PORTER St. LOT	301906	1		4695.0
2203	FM 1765	196763	2		3100.0
2012	NASHBY	196757	1		4000.0
316	EDGAR	196813	2		6250.0
	BAYOU RD LOT	196809	1		6250.0
2029	KANSAS	198849	1		7125.0
22	BELLVIEW	198869	1		7125.0
2701	KANSAS	198843	1		7125.0
29	KANSAS	198836	1		7125.0
2006	KANSAS	198825	1		7125.0
2004	KANSAS	198826	1		7125.0
6	KANSAS LOT	198818	2		7125.0
2013	BELLVIEW	198886	2		7125.0
1808	ROSALEE	198580	2		8029.0
1826	ROSALEE	199271	2		7125.0
5	ROSALEE LOT	197166	1		6090.0
6	ROSALEE LOT	197167	1		6090.0
501	LAKE RD.	195320	1		7390.0
2401	BOSS	195321	1		7239.0
2601	BOSS	197906	1		7125.0
	THOMPSON LOT	199974	1		7239.0
2519	STONEWALL	195364	1		5250.0
226	SARLEE	198454	1		9975.0
229	NANLEE	198450	1		9188.0

207	PRUNE	196119	1		6125.0
426	PEAR	196046	2		6125.0
310	MARTIN LUTHER KING JR (APRICOT ST.)	200210	1		7685.0
	OAK ST. LOT	196056	2		5700.0
1702	FIFTH AVE	196005	2		22433.0
1024	MAPLE	197246	1		11373.0
831	RETAMA	198782	1		16830.0
909	CHESTNUT	194752	1		4324.0
801	CHESTNUT	194762	2		8895.0
847	HOLLY	198790	2		9750.0
617	HONEYSUCKLE	197998	1		9603.0
405	HONEYSUCKLE	198028	1		10024.0
515	AZALEA	197964	1		16517.0
307	ROSS	304813	1		7950.0
708	ROSEDALE	200017	2		3000.0
1406	BEYRIS	199547	1		13524.0
2201	HOWELL	199549	1		7081.0
	LOT ON PALM	199589	1		10128.0
1407	SYCAMORE	199623	1		11500.0
1414	RHODORA	198262	1		10298.0
2	MAGNOLIA LOT	194789	1		7500.0
1508	OLEANDER	199010	2		10069.0
1602	OLEANDER	198991	2		9349.0
1811	NEUMAN	196968	1		11543.0
1819	NEUMAN	196967	1		11543.0
1501	FOREMAN	196992	1		8441.0
1413	GOLIAD	197729	1		9802.0
912	ROOSEVELT	199705	1		12270.0
1010	LINDEN	198561	2		7612.0
2127	CEDAR	195840	2		10125.0
1206	PIRTLE	195428	1		9578.0
810	PIRTLE	199816	1		7050.0
2818	ROSEDALE	199295	1		8743.0
1206	LAMAR	197378	1		14140.0
2606	HOUSTON DR. N.	197329	1		11020.0
2409	FLORENCE	196536	1		8550.0
2109	PESSARA	199168	1		8823.0
16	ERIKSSON LOT	196904	1		9479.0
2115	LONESTAR	200082	1		7924.0

SIGNATURE PAGE

LM #09-21

“MOWING, DEBRIS CLEAN-UP AND SECURING”

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

Total Amount of Bid \$ _____

Company Name

Signature

Printed Name & Title

Address

City, State and Zip

Phone

Fax

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

BID TABULATION
LM# 09-21
MOWING AND DEBRIS CLEAN UP

Bidder	Description	Total Amount of Bid
TEXAS RANCH MAINTENANCE, LLC	YEARLY MOWING MAINTENANCE CONTRACT BID LM 09-21	\$93,960.00 YEARLY
PARRISH & PARRISH TRACTOR SERVICE	YEARLY MOWING MAINTENANCE CONTRACT BID LM 09-21	\$32,472.00 YEARLY

BIDS OPENED ON JULY 8, 2020 AT 10:00 A.M.



CITY OF LA MARQUE

CONTRACT FOR SERVICES

MOWING, CLEAN UP & DEBRIS REMOVAL, EMERGENCY BOARDING OF WINDOWS & DOORS

BID LM 09-21

1. This agreement is entered into between the **City of La Marque**, located in Galveston, County Texas, **PARRISH & PARRISH TRACTOR SERVICES** for the mowing, clean up and boarding & securing of properties throughout the city. This CONTRACT is for a year-round mowing contract with the City of La Marque that will begin on **NOVEMBER 1, 2020 and it is agreed that any contract resulting from this bid shall have the option to renew the contract for up to (two) 2 years in (one) 1-year periods.**

The following clauses shall be included in the contract:

a: Option Clause: It is agreed that the City of La Marque will have the option to extend the contract for up to TWO (2) additional years, in ONE (1) year intervals.

To exercise this option, the City of La Marque shall serve notice at least THIRTY (30) days prior to contract termination or to the end of anyone- year extension. The option to extend will not be considered if funding is unavailable or the contractor's past performance is not within the City's standards.

Contractor is engaged in the business of Landscaping and clearing services. Contractor submitted a qualified bid for the mowing, clearing, trash and debris removal and boarding up or securing of properties within the city limits of The City of La Marque, Texas as described in awarded bid, **LM #09-21**, attached hereto, which is a bid accepted by the City of La Marque. In consideration of the terms and other good and valuable consideration, the contractor and the City of La Marque mutually agree as follows:

1. Contractor agrees to furnish labor materials, personnel and equipment necessary to mow & clear or secure properties selected by the Code Compliance Division in the City of La Marque, Texas. landfill costs, labor, supervision, and removal of waste, hazardous materials, trash, rubbish and debris, and clearing of residential, commercial and vacant lots, travel cost and fees required to complete the requested service as described in the awarded bid, **LM #09-21**, in a timely manner for the amount of compensation as described in the accepted bid. Contractor fully agrees to comply with all aspects of the bid specifications described in **LM #09-21** and this contract. The City of La Marque reserves the right to remove or strike any attached list of properties and lots
 - a. All trash / debris / rubbish / tree limbs, from the property
All building materials (bricks, glass, wood, tires, metal etc.) from the selected property must be removed completely and disposed of properly.
All vehicles/boats/trailers from property, including tires, appliances, etc.
Mow all grass and weeds, clear fence lines and maintain fence lines with herbicide spraying.
 - b. Securing or boarding up of vacant properties selected by the Code Compliance Division. Contractor will provide all materials, tools and personnel needed to secure the properties. Contractor must be available for emergency situations where a property must be secured outside of normal business hours due to the Health & Safety of the citizens of this city.
 - c. All lots shall be mowed and trimmed once per month, except for lots designated for two mows per month.
- A. Clean-ups: Clean-up services include cleaning and/or clearing activities. Cleaning activities shall include, but not be limited to, the Removal of rubbish, junk, tires, scrap metal, debris, building/remodeling materials, discarded appliances, etc.; as well as all items and materials identified by the Code Compliance Supervisor as illegally dumped materials. Clearing activities shall include, but not be limited to brush clearing, removal of fallen dead trees and tree limbs, etc. All clean-up services shall require the Contractor to pick-up and remove all litter and miscellaneous debris from the assigned Property. Upon completion, the assigned Property shall be free of litter, tire tracks, or ruts from equipment. All loose debris that falls or is thrown by equipment or personnel upon the streets, sidewalks, driveways, or adjacent properties through the actions of the Contractor or his work crew shall be removed from the area. Contractor should resolve all uncertainties of questionable items and materials with Code Compliance Supervisor prior to removal of said items or materials.

- B. Litter Removal: The Contractor shall pick-up and remove all litter and miscellaneous debris throughout the property. The Contractor shall remove all litter from the sidewalks, and rights-of-way and properly dispose of it. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, who agrees to be responsible for all landfill fees, if any, associated with the disposal of the litter and debris. Any litter cut or broken, during maintenance operations, shall be completely removed from the Property immediately.
2. Contractor shall be responsible for performing the work under this contract in a safe and skillful manner and shall be liable for the Contractor's own negligence and the negligent acts of Contractor's employees. The Contractor has the sole obligation to protect and warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense take such precautionary measures for the protection of persons; property and the work as may be necessary.
 3. The City of La Marque shall have the right of control over the manner and quality in which the work is to be done and shall not be Charged with the responsibility or preventing risk to the Contractor or Contractor's employees.
 4. The Contractor shall furnish all labor, supervision, tools, machinery, equipment, materials, supplies, parts, repairs, transportation, mobilization, insurance, permits, reports, incidentals and quality control necessary to provide demolition and clean up services (including unforeseen hazards such as removal of bees and snakes).
All work shall be done at Contractor's risk. The Contractor shall have equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient work force to complete the work assignments in a timely manner.
 5. The Contractor shall complete and be responsible for all work as specified, indicated, or described in Contract Documents. The Contractor shall complete and be responsible for all extra work as described in this agreement. All work and materials furnished shall be in strict conformity with Contract Documents. The substantial completion of the work of the work shall not excuse the contractor from performing all the work undertaken whether of a minor or major nature, and thereby completing the project in accordance with Contract Documents. In the event that the Contractor fails to perform the work as required for final completion, the City may contract with a third party to complete the work and the contractor shall assume and pay the costs of the performance of the work specified or contemplated by the Contract Documents.
 6. The Contractor's work and equipment shall comply with all local, state and federal laws, municipal ordinances and regulations.
 7. The contractor shall remove all waste and rubbish in accordance with the City of La Marque ordinance and all laws of the State of Texas.
 8. Contractor shall consider allotment for bad weather that may prevent performance of the work and in this case, notify the Code Compliance Division with an expected completion date.
 9. Contractor will be expected to perform services as required. The Contractor shall be prepared to perform the work in the most expedient manner possible.
 10. Contractors shall insure that their vehicles used at a site will be clearly labeled with the name of their company when performing Services for the City of La Marque. There shall be a minimum of one worker at each job site with the ability to communicate orally or in writing with the Code Compliance Supervisor.
 11. Contractor shall refer any citizen question or complaints at any assigned job site to the Code Compliance Supervisor. Contractors shall maintain a courteous demeanor at all times while performing work under the City of La Marque Contract.
 12. No payment will be made to the contractor until all work is approved and accepted to the satisfaction of the City of La Marque, after the approval, the invoice will be submitted, and the payment will be mailed within (30) thirty business days to the contractor.

Attn: Kathleen Van Stavern
 Code Compliance Supervisor
 1111 Bayou Road
 La Marque, Texas 77568
 Office Tel. 409-938-9256
 Cell Tel. 409-682-2444
 E-mail k.vanstavern@cityoflamarque.org

13. INDEMNIFICATION

The contractor shall agree to defend, indemnify, and hold the City of La Marque and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agents, servant, or employee of Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees. The contractor shall further agree that it shall at all times exercise reasonable precaution on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with Contractor. The contractor shall acknowledge to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, Contractor shall furnish satisfactory evidence that all obligations of the nature described here have been paid, discharged, or waived.

14. The Contractor will indemnify the City of La Marque against any and all liability, losses fines or judgments including costs, attorney fees and other expenses for death or injuries to persons or property arising out of or in connection with Contractor's performance of

the described duties. The City of La Marque will give the Contractor prompt written notice if any demand, claim, or suit against the City of La Marque, and Contractor shall have the right to compromise or defend the matter to the extent of the Contractor's own interest.

15. Employment of Contractor shall commence on **NOVEMBER 1, 2020** and the contract shall remain in full force until **OCTOBER 31, 2021**, at which time this contract will expire, unless this contract is extended by the City of La Marque. All work must be completed and approved by the City of La Marque Code Compliance Supervisor in writing, via e-mail, prior to the expiration date.
16. The City shall have the right to order the work of the contractor and/or any of his employees and subcontractors wholly or partially to be stopped immediately under any or more of the following conditions:
 - The work may be ordered to be stopped immediately if in the judgment of the City, any of the work being done is not in strict accordance with this agreement;
 - The work may be ordered to be stopped immediately if there is any legal action such as, but not limited to injunctions received by the City, or ordered by the City of La Marque Building Standards Commission, or City of La Marque City Council, or any other body having jurisdiction; or
17. This contract represents the entire agreement between the Contractor and the City of La Marque. It is the intention of the parties that this contract supersedes any and all prior verbal or written agreements or understandings between the parties relating to the employment of Contractor for the purposes stated. The parties of this contract acknowledge that they have read, understand and agree to the terms and conditions of this agreement. The Contractor may not assign or otherwise transfer this agreement or any rights or obligations here under without the prior written consent of the City of La Marque. It is agreed and understood that this agreement may be executed in a number of contracts of the same for the same work for the City of La Marque with other Contractors.

Read, understood and accepted on this _____ of SEPTEMBER, 2020

City of La Marque:

Contractor:

CHARLES "TINK" JACKSON
City Manager

CHARLES PARRISH
Parrish & Parrish Tractor Services

ADDRESS		GALV CO. PARCEL #	NOVEMBER 1st - FEBUARY 28th MOWS PER MONTHS	MARCH - OCTOBER 31st MOWS PER MONTH
113(1)	UNION LOT 22	198160	1	1
113(2)	UNION LOT 23	198161	1	1
113(3)	UNION LOT 24	198162	1	1
108	ANITA LOT	200191	1	1
2	ANITA LOT 11	200197	2	2
3	ANITA LOT 13	200199	2	2
2425	FM 1765	195673	1	2
	PORTER LOT	301906	1	2
2203	FM 1765	196763	2	2
2012	NASHBY	196757	1	1
316	EDGAR	196813	2	2
	BAYOU RD LOT	196809	1	1
2029	KANSAS	198849	1	1
22	BELLVIEW	198869	1	2
2701	KANSAS	198843	1	1
29	KANSAS	198836	1	1
6	KANSAS LOT	198818	2	2
2013	BELLVIEW	198886	2	2
1808	ROSALEE	198580	2	2
1826	ROSALEE	199271	2	2
5	ROSALEE LOT	197166	1	1
6	ROSALEE LOT	197167	1	1
501	LAKE RD.	195320	1	1
2401	BOSS	195321	1	1
2601	BOSS	197906	1	1
	THOMPSON LOT	199974	1	1
2519	STONEWALL	195364	1	2
226	SARLEE	198454	1	2
229	NANLEE	198450	1	2
207	PRUNE	196119	1	2
426	PEAR	196046	2	2
310	MARTIN LUTHER KING JR	200210	1	2
	OAK ST. LOT	196056	2	2
1702	FIFTH AVE	196005	2	2
1024	MAPLE	197246	1	2
831	RETAMA	198782	1	1
909	CHESTNUT	194752	1	1
801	CHESTNUT	194762	2	2
847	HOLLY	198790	2	2
619	BLUEBONNET	197918	1	1
617	HONEYSUCKLE	197998	1	1

405	HONEYSUCKLE	198028	1	2
515	AZALEA	197964	1	2
307	ROSS	304813	1	1
708	ROSEDALE	200017	2	2
1406	BEYRIS	199547	1	1
2201	HOWELL	199549	1	1
	LOT ON PALM	R199589	1	1
1407	SYCAMORE	199623	1	1
1414	RHODORA	198262	1	2
2	MAGNOLIA LOT	194789	1	1
1508	OLEANDER	199010	2	2
1602	OLEANDER	198991	2	2
1811	NEUMAN	196968	1	1
1819	NEUMAN	196967	1	2
1501	FOREMAN	196992	1	2
1413	GOLIAD	197729	1	2
912	ROOSEVELT	199705	1	2
1010	LINDEN	198561	2	2
2127	CEDAR	195840	2	2
1206	PIRTLE	195428	1	1
810	PIRTLE	199816	1	1
2818	ROSEDALE	199295	1	1
1206	LAMAR	197378	1	2
2606	HOUSTON DR. N.	197329	1	1
2409	FLORENCE	196536	1	2
2109	PESSARA	199168	1	1
16	ERIKSSON LOT	196904	1	2
2115	LONESTAR	200082		1



CITY COUNCIL AGENDA FORM

Meeting Date: August 10, 2020

Prepared by: Chaise Cary

Agenda item: 6c

Reviewed by: Charlene Warren/

Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to approve ratifying City Manager's approval of expenditures in the amount of \$55,292.72.00 to Android Construction Services, LLC for costs associated with emergency repairs of an 8" AC distribution line off I-45 and Duroux Rd

☒

ATTACHMENTS FOR REFERENCE

1. Android Construction Service, LLC - Invoice

STAFF BRIEFING:

- Public Works Department was notified on June 18, 2020, about a water main break off the feeder road and Duroux
- TxDOT contractors working on the I-45 widening project struck the 8" AC water main, creating a massive water leak
- The entire City lost water pressure, creating an urgent health and safety issue
- Public Works Director Cary received approval from City Manager Jackson to call in Android Construction for an emergency repair to restore pressure throughout the City
- When TxDOT damages any city infrastructure, a contractor is hired to perform emergency repairs, and all cost for repair, including all water loss, staff overtime, etc., are invoiced for reimbursement
- City Attorney is aware of these reimbursement invoices and issues with TxDOT
- Finance Director reviewed and approved

HISTORY:

June 18, 2020 – City staff was notified by TxDOT contractors of a water main break off I-45 at Duroux; emergency locates and city contractor's services requested immediately

June 18, 2020 – Repairs concluded successfully

TARGET IMPLEMENTATION: August 10, 2020

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	
Actual Bid	\$55,292.72
Estimated Expenditure	\$55,292.72
Acct. Name(s)	Repair & Maint. - Sewer
Line Item #	02-3011-22-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve ratifying City Manager's approval of expenditures in the amount of \$55,292.72.00 to Android Construction Services, LLC for costs associated with emergency repairs of an 8" AC distribution line off I-45 and Duroux Rd

FISCAL IMPACT: Unanticipated emergency project, \$55,292.72



Android Construction Services, LLC

16195 S Hwy 288 B
Angleton Texas 77515

Date	Invoice
6/18/2020	20-0047

City of La Marque
1111 Bayou Road
La Marque Texas 77568
Attention: Chaise Cary

P.O. No.	Terms	Project
		Emergency Waterline
		Repair

Description	Amount
6/18/2020 Emergency call out 6 inch waterline repair Unable to permanently repair waterline. Performed temporary repair. Scheduled line stops for Saturday June 20. Mobilization Labor and equipment 7PM until 2AM 7 hours @ \$1,800.00 per hour	\$3,000.00 \$12,600.00
6/20/2020 Returned to install line stops. Labor and equipment 7AM until 8:30 PM 13 1/2 hours @ \$1,800.00 per hour Two 6 inch line stops Materials: two 6 inch Hi max couplings @ \$226.00 each one 6 inch mechanical joint valve two 6 inch mega lugs @ \$53.50 each 4 feet of 6 inch pipe	\$24,300.00 \$14,000.00 \$452.00 \$812.00 \$107.00 \$21.72
Total:	\$55,292.72



CITY COUNCIL AGENDA FORM

Meeting Date: August 10, 2020

Prepared by: Charlene Warren

Agenda item: 6d

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2020-0013**, rescinding Resolution No. R-2020-0011, which awarded engineering services to **ADICO, LLC** and **LNV, LLC** for the 2020 Community Development Block Grant - Mitigation (CDBG-MIT) through the Texas General Land Office (GLO)

☒

ATTACHMENTS FOR REFERENCE

1. Resolution

STAFF BRIEFING:

- Texas General Land Office (GLO) is administering over \$4 billion in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) funds
- These funds will be used to build and implement structural and non-structural projects, programs and partnerships in 140 eligible counties to reduce the risks and impacts of future natural disasters
- GLO has strict publication guidelines for procurement of professional services
- The original publication notice for engineering services omitted the word "engineering"; therefore, the RFQ has to be re-published
- The eight (8) firms who submitted **DO NOT** have to re-submit their qualifications
- The selection committee will bring their recommendation before Council on August 24, 2020

HISTORY: N/A

TARGET IMPLEMENTATION: August 10, 2020

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-2020-00**, rescinding Resolution No. R-2020-0011, which awarded engineering services to **ADICO, LLC** and **LNV, LLC** for the 2020 Community Development Block Grant - Mitigation (CDBG-MIT) through the Texas General Land Office (GLO)

FISCAL IMPACT: None; any future grant awards of CDBG-MIT funds will include provisions for administration and engineering services.

RESOLUTION NO. R-2020-00

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS, RESCINDING ENGINEERING SERVICE AWARD TO ADICO, LLC and LVN, LLC FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) THROUGH THE GENERAL LAND OFFICE

WHEREAS, the City of La Marque awarded Professional Engineering Services for the 2020 CDBG-MIT project on July 13, 2020;

WHEREAS, the City may at any time and for any reason terminate a Contractor's services and work at the City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date;

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

SECTION 1. That the City of La Marque rescinds award of professional engineering services for the 2020 CDBG-MIT projects from ADICO, LLC and LVN, LLC.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2020.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Derra Purnell, Acting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: August 10, 2020

Prepared by: Colleen Martin

Agenda item: 6e

Reviewed by: Charlene Warren

Charles Jackson

Department: EDC

AGENDA ITEM DESCRIPTION: Consider recommendation to approve an Advanced Funding Agreement (AFA) from TxDOT to City of La Marque for CSJ 0500-04-106 at FM 1764 intersection for aesthetic improvements and maintenance

X

ATTACHMENTS FOR REFERENCE

1. TxDOT AFA Agreement CSJ 0500-04-106

STAFF BRIEFING:

- City Council approved aesthetic improvements along the expanding I-45 corridor in October 2018
- Improvements include the La Marque logo on MSE walls, 6" SCH. 40 PVC sleeves, two per location for future irrigation and electrical work, and SCH. 80 electrical conduit and pull boxes for future aesthetic lighting
- An AFA is required to establish an official maintenance agreement between TxDOT and City of La Marque for upkeep of improvements made along the I-45 corridor once construction is complete
- The city's consultant, Clark Condon, drafted a letter that should go from Mayor Hocking to the TxDOT Area Engineer initiating the creation of an Advanced Funding Agreement for CSJ 0500-04-106 at the intersection of FM 1764
- This letter will prompt TxDOT to create the AFA and send it back to the City for final approval
- The AFA will delineate responsibilities of TxDOT and City of La Marque once construction is complete and aesthetic improvements are installed
- Each section of highway expansion will require a separate AFA between City of La Marque and TxDOT. This is the first of many expected for the I-45 project
- City Council approved the request for an AFA from TxDOT in June 2020
- TxDOT submitted the AFA to City of La Marque for approval on July 9, 2020
- The AFA has been reviewed by our consultant, Clark Condon, and considered ready for Council review
- An eight percent construction management cost was added by TxDOT in addition to the construction estimate provided by the designer
- The Local Government will provide the design, and the State will construct the improvements
- The estimated cost of these improvements is \$71,602.20; the Local Government is responsible for 100% of these costs, including overruns
- City's engineer, Mr. Ho, has been in the loop and is in the process of approving a set of plans for FM 1764; he has reviewed the AFA and given the green light
- Finance Director has reviewed the AFA and asked for / received clarification on the eight percent construction management cost that was added by TxDOT in addition to the construction estimate provided by the designer



CITY COUNCIL AGENDA FORM

- City Attorney has reviewed and amended agreement

HISTORY:

- City Council approved consulting fee for Clark Condon October 2018
- City Council received a Response Letter from TxDOT December 2018 delineating requests for aesthetic and landscape improvements
- City Council made final selections for aesthetic improvements January 2019
- City Council approved budget for aforementioned improvements in September 2019
- Construction of CSJ 0500-04-106 is underway. TxDOT contractors requested AFA showing an agreement between TxDOT and City of La Marque in May 2020
- Bid was provided by WB (TxDOT contractor) for improvements at FM 1764. May 2020
- City Council approved the request for an AFA from TxDOT in June 2020.
- TxDOT submitted the AFA to City of La Marque for approval on July 9, 2020

TARGET IMPLEMENTATION: August 10, 2020

SIGNIFICANT ACTION DATES: See history section

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - AFA 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 approve an Advanced Funding Agreement (AFA) from TxDOT to City of La Marque for CSJ 0500-04-106 at FM 1764 intersection for aesthetic improvements and maintenance

FISCAL IMPACT: No cost associated with the creation of the AFA.

CSJ #	0500-04-106
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Aesthetic Improvements

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of La Marque**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement generally described as **reconstruction of IH 45 from north of FM 517 to south of FM 1764**; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **aesthetic improvements including landscaping and lighting** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #	0500-04-106
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Aesthetic Improvements

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. Within thirty (30) days after execution of this Agreement, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CSJ #	0500-04-106
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Aesthetic Improvements

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

CSJ #	0500-04-106
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Aesthetic Improvements

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of La Marque ATTN: City Manager 1111 Bayou Road La Marque, Texas 77568	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

CSJ #	0500-04-106
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Aesthetic Improvements

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the 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.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CSJ #	0500-04-106
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Aesthetic Improvements

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Eliza C. Paul, P.E.
Typed or Printed Name

Bobby Hocking
Typed or Printed Name

Houston District Engineer
Typed or Printed Title

Mayor
Typed or Printed Title

Date

Date

CSJ #	0500-04-106
District #	12-Houston
Code Chart 64 #	23700
Project Name	IH 45 Aesthetic Improvements

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government has requested the State include additional aesthetics and lighting improvements on IH 45 at FM 1764.

The proposed scope of work includes the following:

1. La Marque Logo on MSE walls.
2. 6" SCH. 40 PVC sleeves, two per location for future irrigation and electrical work.
3. SCH. 80 electrical conduit and pull boxes for future aesthetic lighting.

The Local Government will provide the design, and the State will construct the improvements. The estimated cost of these improvements is \$71,602.20. The Local Government is responsible for 100% of these costs, including overruns.

After completion of the Project, the Local Government will be responsible for the maintenance of the improvements, at its own cost, in accordance with State standards.



CITY COUNCIL AGENDA FORM

Meeting Date: August 10, 2020

Agenda item: 8a

Prepared by: Robin Eldridge

Reviewed by: *Charlene Warren*

Charles Jackson

Department: Mayor & City Council

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

X

ATTACHMENTS FOR REFERENCE

1. Current vacancies on Boards and Commissions
2. Current applications on file

STAFF BRIEFING:

- There have been a few changes since the last time appointments and reappointments have been on the City Council agenda and a few vacancies have occurred within this time period that are critical to have full boards / commissions present to conduct business
- There are a few vacant positions still available for appointment or reappointment
- **Yellow highlighted names** and terms have expired **Green highlighted names** will be expiring at the end of this year
- **BOARD OF ADJUSTMENTS**- Mayor has one appointment and District "D" has an alternate appointment; District "C" has an alternate appointment

THE BOARD OF ADJUSTMENTS IS A VERY IMPORTANT DECISION MAKING BOARD; AND ONE OF THE BOARDS THAT HAVE A DIFFICULT TIME HAVING A QUORUM

- **BUILDING STANDARDS COMMISSION**- Mayor has one appointment and District "A" has one appointment and one alternate appointment
- **CEMETERY**- Districts "A", "B" and "C" all have appointments
- **CIVIL SERVICE COMMISSION** - City Manager has one appointment
- **KEEP LA MARQUE BEAUTIFUL COMMISSION**- Mayor has one appointment and District "A" has one appointment
- **PARKS BOARD** - Mayor has two appointments, and District "B" has one appointment; District "D" has one appointment
- **PLANNING & ZONING COMMISSION** - Mayor has one appointment, District "A" and District "B" has one appointment



CITY COUNCIL AGENDA FORM

- **TIRZ BOARD** - Various appointees

HISTORY:

- Historically, appointments are made as vacancies occur (if possible) and as members reach the end of their terms, based on applications on file, and in accordance with Ordinance
- The ordinance that establishes each Board and Commission requires that the positions be staggered; this is the reason that there are different years for terms ending

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

SIGNIFICANT ACTION DATES:

Several terms have ended and several more will expire at the end of this year

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other-appointments/or reappointments to Boards & Commissions | |
| ☒ 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 appointments and/or reappointments to fill various positions of the Boards and Commissions

FISCAL IMPACT: N/A (Boards and Commission members serve without pay)

BOARD OF ADJUSTMENT

BOARD OF ADJUSTMENT- ORD. 953		Appointed	Expires	Appoints
1. Lillian Petty	#11 N. Skimmer	19	21	D
2. David Pennington	924 Cypress	20	22	C
3. Herman Harper	102 Union	19	21	A
4. Harold Augustus	1030 Laurel	18	20	M
5. Lois M. Jones	2602 Meadow Lane	19	21	B
ALTERNATES				
1. Helen Kee	3103 Mc Arthur	16	18	D
2. VACANT		20	21	C
Ex-officio- Open				

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

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

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

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

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

E- Expired Term

U- Unexpired Term

BUILDING STANDARDS COMMISSION

<i>BUILDING STANDARDS COMMISSION ORD. #449</i>		Appointed	Expires	Appoints
Deanie Barrett	2603 Cedar	19	21	C
Kaleb Smith	614 Benson St.	19	21	D
Diane Winston	1501 Colorado	19	21	B
Trina Phillips	1222 Kirsten	18	20	M
Billy Jefferson	89 Borondo Reach	18	20	A
ALTERNATES				
Maggie Manuel	1706 Crockett	18	20	A
Ex-officio- District A				

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

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

CEMETERY BOARD

CEMETERY BOARD – ORD. 1033		Appointed	Expires	Appoints
1. Ellen Hanley	1019 Plum	18	20	A
2. Rosalind Meeks Crockett	1302 Merry Lane	18	20	C
3. Kurt Koopman	1004 Lilac	18	20	B
4. Bim Crowder (CHAIR)	401 Texas Avenue	19	21	D
5. Alanah Brown (U)	716 Amato St.	20	21	M
Ex-officio- OPEN				

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

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

U- Unexpired Term

CIVIL SERVICE COMMISSION

<i>CIVIL SERVICE COMMISSION Local Govmt. Code & ORD. 821</i>				
		Appointed	Expires	Appoints
1. Lucy Glenn	824 Laurel	19	22	CM
2. Morris Martin, Jr.	725 Lilac	18	21	CM
3. Samuel Swain (U)	1209 Foreman	19	20	CM
Patty Rees				

The Civil Service Commission shall consist of three (3) members appointed by the City Manager.

Each January, the Commission must appoint a Chair and Vice Chair.

2019- Vice Morris, Lucy- VC

Chapter 143.006 and 007 - Local Government Code –Terms of Office

The terms of office shall be for three (3) year terms, with no more than one member appointed each year, with the exception of the initial appointments.

KEEP LA MARQUE BEAUTIFUL COMMISSION

<i>KLMBC- ORDINANCE # O-2017-0021</i>		Appointed	Expires	Appoints
1. Kimberley Yancy	2602 Meadow Lane	19	21	B
2. Alanah Brown	716 Amato St.	19	21	D
3. Joe A. Compian	1020 Duroux	17	19	A
4. Terry Pettijohn	41 Borondo Pines	18	20	M
5. Kathy Herrin	56 Borondo Pines	19	21	B
6. Tracie Steans	2101 Jeridona	19	21	M
7. Rebecca Mould	13 Borondo Stretch	20	21	C
Ex-officio- District D				

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

E- Expired

PARKS BOARD

PARKS BOARD ORD. #758		Appointed	Expires	Appointment
1. Al Reida	2621 Meadow Lane	19	21	C
2. Tamara Williams	614 Benson	18	20	B
3. Michael Bock	106 Longridge	19	21	M
4. Bo Hunter	2613 Lake Park Drive	18	20	A
5. Louis McGaffey	2314 Downey	19	21	M
6. Larry Walker	P.O. Box 1785	18	20	D
7. Herbert Franklin	8017 Big Oak Dr. - TX City	20	21	A
8. C.J. Leggett	1225 Kirsten	18	20	M
Ex-officio- District B				

There is hereby established a Parks Board to consist of eight (8) members who shall be appointed by the City Council and shall serve for two year terms.

The members shall serve staggered terms, that is, four (4) members' terms shall expire on odd numbered years and four members' terms shall expire on even number years.

PLANNING & ZONING COMMISSION

PLANNING & ZONING ORD. # 2014-0023		Appointed	Expires	Appoints
1 Augustino Molis	741 Spoonbill	18	20	A
2 Alan Waters	#1 Pin Tail	19	21	B
3 Greg Cornett	1310 Cedar	19	21	C
4 Hugh Cash	217 Sarlee	18	20	M
5 Douglas Hobgood	406 Edgar	19	21	D
ALTERNATES				
#1 Stephanie Gordon (U)	105 Lake Rd.	20	21	A
#2 Chris Columbo (U)	1206 Veronica	19	20	B
Ex-officio- District C				

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

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

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

U- unexpired term

Robin Eldridge

From: noreply@civicplus.com
Sent: Thursday, February 27, 2020 11:02 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Economic Development Corporation
Board Preference 2:	Parks Board
First Name	veverly
Last Name	sumlin
Address1	1015 roosevelt st
Address2	<i>Field not completed.</i>
City	lamarque
State	tx
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	832-663-2950
Profession	accounting clerk
Special Knowledge or Experience applicable to City Board/Commission function:	citizen of lamarque for over 20 years
Other Civic Activities:	gleaming of Galveston, M&D organization
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	2/27/2020 11:15 AM

Email not displaying correctly? [View it in your browser.](#)

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

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



Please type or print information

Board Preference 1: PARK BOARD

Board Preference 2: KEEP LA MARQUE BEAUTIFUL COMMISSION

Name: TOMIA R GRIFFIN

Home Address: 2619 BELLVIEW STREET

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

Home Telephone: 409 457 6647 Home E-mail: trenegriffin01@gmail.com

Profession: CEO/FOUNDER

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

Other Information (Civic Activities):

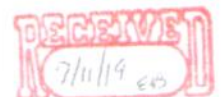
KHAMBEEL FOUNDATION RIGHTEDUS ACTS OF KINDNESS

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

Signature: [Signature]

Date: 07/11/19

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



Robin Eldridge

From: noreply@civicplus.com
Sent: Friday, January 3, 2020 11:20 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED
BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Economic Development Corporation
Board Preference 2:	Building & Standards Commission
First Name	Joy
Last Name	Blackburn
Address1	2219 Scott St
Address2	<i>Field not completed</i>
City	LaMarque
State	Texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	713 202 4751
Profession	Retired Teacher
Special Knowledge or Experience applicable to City Board/Commission function:	Working as a part-time Real Estate agent with Ethernedge Real Estate in Texas City. I enjoy promoting the city of LaMarque as a safe small town with affordable housing.
Other Civic Activities:	Tutoring in the high schools- specialized in the sciences.
Disclaimer	I understand and agree.
Disclaimer	I understand and agree.
Today's Date	1/3/2020 11:15 AM

Robin Eldridge

From: noreply@civicplus.com
Sent: Wednesday, November 6, 2019 4:08 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Cemetery Board
Board Preference 2:	Library Board
First Name	Joel
Last Name	Camacho
Address1	25 Borondo Stretch
Address2	<i>Field not completed.</i>
City	La Marque
State	Texas
Zip	77658
Are you a resident of La Marque?	Yes
Phone Number	4097620148
Profession	Academic Advisor College of the Mainland
Special Knowledge or Experience applicable to City Board/Commission function:	Mental Health Board member, County of Pierce, Tacoma, Washington
Other Civic Activities:	Mentor, Galveston County Veterans Treatment Court Facilitate Grief and Bereavement Ministry, First Baptist Church Texas City
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.

Robin Eldridge

From: noreply@civicplus.com
Sent: Thursday, January 9, 2020 10:06 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Economic Development Corporation
Board Preference 2:	Board of Adjustment
First Name	Crytal
Last Name	Cooper
Address1	521 Waterside Ridge Lane
Address2	<i>Field not completed.</i>
City	LaMarque
State	TX
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	8326594533
Profession	Galveston County Assistant Treasurer
Special Knowledge or Experience applicable to City Board/Commission function:	Planning, project management, director of Galveston County financial transactions. Develop and Implement Policies, Procedures, banking, cash handling, and merchant services Best Business Practices County wide.Prepare annual investment policy for investment committee.
Other Civic Activities:	attend and service in religious service, founded "Golden Hearts" group of giving back to the disadvantage citizens.
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.

Robin Eldridge

From: noreply@civicplus.com
Sent: Monday, January 13, 2020 12:20 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Building & Standards Commission
Board Preference 2:	Board of Adjustment
First Name	Daniel
Last Name	Brown
Address1	716 Amato St
Address2	<i>Field not completed.</i>
City	La Marque
State	Texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	4095265152
Profession	RV Service Technician
Special Knowledge or Experience applicable to City Board/Commission function:	Extensive practical Knowledge and skills with building and renovation. Knowledge with commission meeting functionality and event practices
Other Civic Activities:	Experience with klmbc events and meetings
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	1/13/2020 12:30 PM