

**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, September 14, 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-2020-0013

RESOLUTION NO. R-2020-0018

CITY OF LA MARQUE

CITY COUNCIL

AGENDA

of

SEPTEMBER 14, 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, September 14, 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) MINUTES

- a. Workshop City Council July 13, 2020
- b. Regular City Council Meeting July 13, 2020
- c. Special City Council Meeting July 20, 2020
- d. Budget Workshops July 27, 28 and 30, 2020
- e. Workshop City Council August 10, 2020
- f. Regular City Council Meeting August 10, 2020
- g. Special Employees Benefits Trust Meeting 8.17.2020
- h. Special Public Hearing and City Council Meeting 8.17.2020
- i. Special City Council Meeting 8.24.2020
- j. Special Public Hearing and City Council Meeting 9.8.2020

(4) CONSENT

- a. Consider recommendation to award Bid **LM #02-21** to Petroleum Traders Corporation for fuel in the amount of \$4,283.30 in differential costs – Public Works Director C. Cary
- b. Consider recommendation to award Bid **LM #03-21** to Century Asphalt for cold mix/cold lay in the amount of \$32,200.00 – Public Works Director C. Cary

- c. Consider recommendation to award Bid **LM #04-21** to Vulcan Construction Materials for limestone base in the amount of \$39,500.00 - Public Works Director C. Cary
- d. Consider recommendation to award Bid **LM #05-21** to Evoqua Water Technologies for odor and corrosion control in the amount of \$80,000.00 - Public Works Director C. Cary
- e. Consider recommendation to award Bid **LM #06-21** to Sprint Waste Services for sludge removal in the amount of \$120,000.00 - Public Works Director C. Cary
- f. Consider recommendation to award Bid **LM #07-21** to Ferguson Waterworks for water and sewer supplies in the amount of \$100,000.00- Public Works Director C. Cary
- g. Consider recommendation to approve a professional services agreement for Fiscal Year 2020-2021 with Precision Utility, LLC, for oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ, and to provide for health, safety and welfare of the City of La Marque, in the amount of \$150,000.00 – Public Works Director C. Cary
- h. Consider recommendation to approve the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of \$13,874.00 – Public Works Director C. Cary
- i. Consider recommendation to adopt a Citizen Participation Plan (CPP) for the CDBG-MIT program, for the City of La Marque – Emergency Management Coordinator C. Warren
- j. Consider recommendation to adopt Resolution No. **R-2020-0015**, authorizing the submission of an application for the Community Development Block Grant – Mitigation (CDBG-MIT) Hurricane Harvey grant programs administered by the Texas General Land Office (GLO – Emergency Management Coordinator C. Warren
- k. Consider recommendation to adopt Resolution No. **R-2020-0016** authorizing the submission of an application for the Community Development Block Grant – Mitigation (CDBG-MIT) 2015 Flood grant programs administered by the Texas General Land Office (GLO) – Emergency Management Coordinator C. Warren
- l. Consider recommendation to adopt Resolution No. **R-2020-0017**, designating the city attorney for certain purposes – City Manager C. Jackson
- m. Consider recommendation to accept the quarterly investment reports for the Second Quarter – Finance Director S. Kou

- n. Consider recommendation to Consider recommendation to adopt Resolution No. **R-2020-0018**, accepting the 2020 City of La Marque investment policy for investment of municipal funds per Public Funds Investment Act – Finance Director S. Kou

(5) NEW BUSINESS

- a. Discussion/possible action to Trails at Woodhaven Lakes General Plan with condition that an all-weather emergency access road suitable for fire truck and ladder use in an emergency response be provided at the entrance off of Delany Road – Development Services Director D. Purnell
- b. Discussion/possible action to approve ADICO, LLC engineering agreement for improvements to the FM 2004 Dog Track Water Tower in the amount of \$62,000.00, and encumber funds for an additional estimated amount of \$388,000.00 for construction – Public Works Director C. Cary

(6) APPOINTMENTS

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

(7) EXECUTIVE SESSION

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

- a. Section 551.071 (Consultation with Attorney) of the Texas Government Code regarding pending litigation: *La Marque EDC v. Texas City Terminal Railway Co.*, Cause No. 20-CV-0633
- b. Section 551.071 (Consultation with Attorney) of the Texas Government Code regarding: Comcast litigation

(8) ACTION TAKEN FROM EXECUTIVE SESSION

- a. Discussion/possible action regarding: *La Marque EDC v. Texas City Terminal Railway Co.*, Cause No. 20-CV-0633
- b. Discussion/possible action regarding: Comcast litigation

(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;*



**CITY OF LA MARQUE
CITY COUNCIL WORKSHOP
MINUTES
of
JULY 13, 2020**

City Council Workshop Minutes of the City of La Marque City Council held on Monday, July 13, 2020, beginning at 6:00 p.m. via teleconference (ZOOM) with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Workshop to order at 6:00 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson

Robin Eldridge

Kierra Nance

Derra Purnell

City Manager

City Clerk

Deputy City Clerk

Acting City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIENCE- Skipped

(4) CITIZENS PARTICIPATION

(5) CONSENT

- a. Discussion relating to adopt Resolution No. **R-2020-0009**, repealing Resolution No. R-2020-0004, and moving the La Marque General Election previously called for Saturday, May 2, 2020 to November 3, 2020, as allowed by proclamation of the State of Texas Governor issued by proclamation on March 18, 2020

There was no further discussion.

- b. Discussion relating to enter into a Contract with the Galveston County Clerk and Galveston County Election Officer for the General Election to be held on November 3, 2020, and possible Runoff Election on December 15, 2020

Mayor Pro-Tem Bell asked if the Contract was flexible enough to allow any changes, if they were to be implemented as far as mail ballots were concerned, if it could be adjusted. It was asked to be clarified. (subject to approval by the city attorney and they will make sure they would include a clause)

- c. Discussion relating to approve observed City Holidays for calendar year 2021
The City Manager added a Juneteenth Holiday to the 2021 Employee Holiday schedule. There was no further discussion.

- d. Discussion relating to adopt Resolution No. **R-2020-0010**, designating GrantWorks, Inc. as the administration service provider for the 2020 Community Development Block Grant – MIT Program application and project implementation administered through the Texas General Land Office

The Emergency Management Coordinator and City Manager explained.

Councilwoman Mc Auliffe asked if something could be built into the criteria for grading RFQ's and RFP's for future contractors, that would ensure that they were committed to having equity in their infrastructure, that pursues diversity within their company. It was added during the discussion that according to the city's purchasing and procurement policy, that historically underutilized businesses which are women and minorities, all are given a chance that may otherwise be typically unknown in the field. It was further stated that this criteria would be built in moving forward when going out for bids, RFQ's and RFP's.

- e. Discussion relating to adopt Resolution No. **R-2020-0011**, designating ADICO, LLC and LNV, LLC as engineering service providers for the 2020 Community Development Block Grant – MIT (CDBG-MIT) Program applications and project implementation administered through the Texas General Land Office (GLO)

After a further explanation was given by the City Manager, there was further discussion relating to possibly combining projects (Merry and Melody program and Water and Wastewater infrastructure; I&I Infiltration; Rehabilitation of Lift Stations); applications for grants; how many applications can be submitted; the grant process in general was briefly discussed. In moving forward, the best options for the City will be reviewed and which funding mechanisms to be sought then brought back before City Council.

- f. Discussion relating to ratify the round two Emergency Business Retention Program expenditures

Executive Director of EDC Alex Getty reported that the Review Committee (Mayor Pro-Tem Bell, Gene Smith and Deanie Barrett both of the EDC Board) met and they awarded 61 grants in the amount of \$426,500.00. One applicant was added, after a small typo was found when initially submitted. The grants in both Phase One and Two totaled \$974, 000.00. "I have not seen any city our size does more

for their small businesses than the City of La Marque.” Mayor Hocking thanked Mayor Pro-Tem Bell and all those involved in this process. As a small business owner himself, Mayor Pro-Tem Bell also thanked all that was involved, including all members of the Economic Development Corporation.

- g. Discussion relating to authorize the purchase of one Case 521G Front End Wheel Loader through H-GAC Buy in the amount of \$138,478.58

After this item was explained, no further discussion evolved.

- h. Discussion relating to authorize the purchase of one 2021 Ford F550 Regular Cab w/Versalift Body 5G through H-GAC Buy vendor in the amount of \$102,887.00

After this item was explained, no further discussion evolved.

- i. Discussion relating to authorize ADICO, LLC engineering proposal for the Westwood Subdivision Drainage Improvements in the amount of \$18,100.00 and encumber funds for the additional construction amount of \$66,900 for construction for a total project cost estimate of \$85,000

After this item was explained, no further discussion evolved.

(6) NEW BUSINESS

- a. Discussion 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 **THIS IS THE FIRST READING**

After this item was explained, no further discussion evolved.

- b. Discussion relating to CARES Act Interlocal Agreement request by County of Galveston

City Manager reviewed and explained the agreement. Basically, the County is asking for 18% of the funding that has been granted to each of the cities in Galveston County, to continue to pay for County COVID testing. It was recommended that once the city's needs are met, **if** there any money is left over, then they can decide whether they want to turn over the remaining monies to the County. (75% -medical related and 25% equipment and other) reimbursables. Other discussion including the number of tests conducted, and the fact that County hasn't paid for any testing done in La Marque. All of the testing has been paid for the City at this time. Currently out of the \$900,000 that was allotted to the City, 25% has been spent. It was further stated that this agreement was not

discussed beforehand with the County. It was also discussed that if the city's number of mail ballot voting was increased due to this COVID virus, some of this money could be also used to help fund this. The County was allotted 2.4 million to cover costs COVID related to the areas in the outer limits not covered within the cities. It was asked for an itemized list of where the County's monies were distributed, to justify the reason for asking for certain percentages from each of the other cities.

- c. Discussion relating to adopt Resolution No. **R-2020-0012**, recognizing and supporting Police Officers and Law Enforcement Professionals

After this item was explained, no further discussion evolved, a few changes were suggested, that will be brought up during the regular meeting when voting on this item.

- d. Discussion relating to Self-Quarantine or Home Bound Assistance During the COVID-19 Pandemic

Councilmember Michetich had asked for this item to possibly come up with a plan or a coordinated effort between churches, and other volunteer programs to work together to try to help elderly and/or alone or disabled during this time, that could possibly help and or lessen the impact. (Food, medication retrieval, etc.) Legal – Derra Purnell added that other cities options include an app or internet log-on to a list of persons that need help but not specifically related to COVID connecting those persons to a volunteer program that can help them with their needs. This will require a lot of effort, planning and energy of several individuals, but can be done. It was asked that maybe the County had already begun some programs or other use of their resources to be used in this effort.

- e. Discussion relating to adopt Ordinance No. **O-2020-0010**, pursuant to Texas Government Code Chapter 418 related to control measures to limit the spread of the COVID-19 virus, including requiring commercial entities providing goods or services directly to the public to develop a health and safety policy mandating the wearing of face masks in their facility; Requiring masks in accordance with Governor's Order GA-29; and making other provisions related to the subject **THIS IS THE FIRST AND FINAL READING**

City Attorney Derra Purnell explained that the ordinance is effectively what the Mayors orders said, adjusted to what has happened in between, relating back to the Governors Orders, encouraging businesses have a health and safety policy. Although there is no real way to enforce the individual mask order, but they are strongly encouraged. Section 6 of the ordinance was clarified by Ms. Purnell, along with the fine imposed for non-compliance (Local Government Code). It was further stated that Code Compliance delivered copies of the order for masks to all local businesses and were met with 99 % positive responses. It was clarified

that the La Marque Police department is asking those to wear masks, no tickets have been written and hopefully it doesn't get to that point.

- f. Discussion/possible action regarding adoption of 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 FIRST READING**

After this item was explained, no further discussion evolved.

(7) ADJOURNMENT

Mayor Pro-Tem Bell made a motion to adjourn the Workshop at 7:38 p.m.
Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



**CITY OF LA MARQUE
CITY COUNCIL REGULAR
MINUTES
of
JULY 13, 2020**

City Council Regular Minutes of the City of La Marque City Council held on Monday, July 13, 2020, beginning immediately following the City Council Workshop that began at 6:00 p.m. via teleconference with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Regular Meeting to order at 7:35 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson

Robin Eldridge

Kierra Nance

Derra Purnell

City Manager

City Clerk

Deputy City Clerk

Acting City Attorney

(3) MINUTES

- a. Regular Meeting Minutes of June 8, 2020
- b. Workshop Minutes of June 8, 2020
- c. Special Meeting Minutes of June 9, 2020
- d. Special Meeting Minutes of May 5, 2020

** Mayor Pro-Tem Bell made a motion to approve the minutes listed above.

** Councilwoman Mc Auliffe seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

(4) PUBLIC HEARING (S)

- a. Conduct a Public Hearing to hear public input to adopt Ordinance No. **O-2020-0005**, changing the zoning district for Ambrose, approximately 81 acres located

near the intersection of Texas Avenue (FM 1765) and Delany Road, from R-1 Single-family Residential to Ambrose Planned Development District (Ambrose PDD), establishing zoning regulations for the Ambrose PDD, and amending the comprehensive plan and zoning map to reflect this PDD

Mayor closed the Regular meeting and opened the Public Hearing at 7:35 p.m.

No one spoke.

- b. Conduct a Public Hearing to hear public input to adopt Ordinance No. **O-2020-0006**, changing the zoning district for 5.9114 acres located near the intersection of FM 2004 and Mitchell Lane, Galveston County Tax Property ID No. 131351, from R-1 Single-family Residential to C-1 General Commercial

No one spoke.

- c. Conduct a Public Hearing to hear public input to adopt Ordinance No. **O-2020-0007**, changing the zoning district for Trails at Woodhaven Lakes, approximately 82 acres located near the intersection of Texas Avenue (FM 1765) and Delany Road, from R-1 Single-family Residential to Trails at Woodhaven Lakes Planned Development District (Trails at Woodhaven PDD), establishing zoning regulations for Trails at Woodhaven PDD, and amending the comprehensive plan and zoning map to reflect this PDD

No one spoke.

- d. Conduct a Public Hearing to hear public input to adopt Ordinance No. **O-2020-0008**, abandoning that portion of alleyway between 309 Stewart Street and 311 Stewart Street and authorizing the Mayor and City Clerk to execute quitclaim deeds conveying the abandoned alleyway to the adjacent property owners

No one spoke.

Mayor Hocking closed the Public hearing and reconvened the Regular meeting at 7:38 p.m.

(5) OLD BUSINESS

- a. Consider recommendation to adopt Ordinance No. **O-2020-0005**, changing the zoning district for Ambrose, approximately 81 acres located near the intersection of Texas Avenue (FM 1765) and Delany Road, from R-1 Single-family Residential to Ambrose Planned Development District (Ambrose PDD), establishing zoning regulations for the Ambrose PDD, and amending the comprehensive plan and zoning map to reflect this PDD **THIS IS THE SECOND AND FINAL READING**

Interim Attorney Ms. Purnell pointed out the changes from the first reading in Section 4, regarding the front yard setbacks.

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2020-0005 on the second and final reading, as delineated by Ms. Purnell

** Councilmember Michetich seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

b. Consider recommendation to adopt Ordinance No. **O-2020-0006**, changing the zoning district for 5.9114 acres located near the intersection of FM 2004 and Mitchell Lane, Galveston County Tax Property ID No. 131351, from R-1 Single-family Residential to C-1 General Commercial **THIS IS THE SECOND AND FINAL READING**

** Mayor Pro-Tem Bell made a motion to adopt Ordinance no. O-2020-0006 on the second and final reading.

** Councilmember Michetich seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

c. Consider recommendation to adopt Ordinance No. **O-2020-0007**, changing the zoning district for Trails at Woodhaven Lakes, approximately 82 acres located near the intersection of Texas Avenue (FM 1765) and Delany Road, from R-1 Single-family Residential to Trails at Woodhaven Lakes Planned Development District (Trails at Woodhaven PDD), establishing zoning regulations for Trails at Woodhaven PDD, and amending the comprehensive plan and zoning map to reflect this PDD **THIS IS THE SECOND AND FINAL READING**

** Councilmember Michetich made a motion to adopt Ordinance no. O-2020-0007 on the second and final reading.

** Mayor Pro-Tem Bell seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

d. Consider recommendation to adopt Ordinance No. **O-2020-0008**, abandoning that portion of alleyway between 309 Stewart Street and 311 Stewart Street and authorizing the Mayor and City Clerk to execute quitclaim deeds conveying the abandoned alleyway to the adjacent property owners **THIS IS THE SECOND AND FINAL READING**

** Councilmember Michetich made a motion to adopt Ordinance no. O-2020-0008 on the second and final reading.

** Mayor Pro-Tem Bell seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

(6) CONSENT

a. Consider recommendation relating to adopt Resolution No. **R-2020-0009**, repealing Resolution No. R-2020-0004, and moving the La Marque General Election previously called for Saturday, May 2, 2020 to November 3, 2020, as allowed by

proclamation of the State of Texas Governor issued by proclamation on March 18, 2020

- b. Consider recommendation relating to enter into a Contract with the Galveston County Clerk and Galveston County Election Officer for the General Election to be held on November 3, 2020, and possible Runoff Election on December 15, 2020
- c. Consider recommendation to approve observed City Holidays for calendar year 2021
- d. Consider recommendation to adopt Resolution No. **R-2020-0010**, designating GrantWorks, Inc. as the administration service provider for the 2020 Community Development Block Grant – MIT Program application and project implementation administered through the Texas General Land Office
- e. Consider recommendation to adopt Resolution No. **R-2020-0011**, designating ADICO, LLC and LNV, LLC as engineering service providers for the 2020 Community Development Block Grant – MIT (CDBG-MIT) Program applications and project implementation administered through the Texas General Land Office (GLO)
- f. Consider recommendation to ratify the round two Emergency Business Retention Program expenditures
- g. Consider recommendation to authorize the purchase of one Case 521G Front End Wheel Loader through H-GAC Buy in the amount of \$138,478.58
- h. Consider recommendation to authorize the purchase of one 2021 Ford F550 Regular Cab w/Versalift Body 5G through H-GAC Buy vendor in the amount of \$102,887.00
- i. Consider recommendation to authorize ADICO, LLC engineering proposal for the Westwood Subdivision Drainage Improvements in the amount of \$18,100.00 and encumber funds for the additional construction amount of \$66,900 for construction for a total project cost estimate of \$85,000

** After pulling item b. to be voted on separately, Councilmember Michetich made a motion to approve the consent Agenda.

** Mayor Pro-Tem Bell seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

** Item b. – PULLED FROM CONSENT AGENDA -Consider recommendation relating to enter into a Contract with the Galveston County Clerk and Galveston County Election Officer for the General Election to be held on November 3, 2020, and possible Runoff Election on December 15, 2020

** Mayor Pro-Tem Bell made a motion to approve the Contract with Galveston county with the caveat discussed in the Workshop that is subject to the city's possibility having more mail in voting as it related to the COVID crisis

** Councilwoman Mc Auliffe seconded. After a roll call vote, **MOTION CARRIED WITH A VOTE OF FOUR (4) TO ONE (1) WITH COUNILMEMBER MICHETICH ABSTAINING**

(7) NEW BUSINESS

a. Discussion/possible action 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 **THIS IS THE FIRST READING**

** Councilmember Michetich made a motion to adopt Ordinance no. O-2020-0009 on the second and final reading.

** Mayor Pro-Tem Bell seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action relating to CARES Act Interlocal Agreement request by County of Galveston

** Councilmember Michetich made a motion to table this item.

** Councilwoman Mc Auliffe seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

c. Discussion/possible action relating to adopt Resolution No. **R-2020-0012**, recognizing and supporting Police Officers and Law Enforcement Professionals

** Mayor Pro-Tem made a motion to adopt Resolution no. R-2020-00012 as amended and added that the Council are holding the Police Department to the highest standard of policing in the community.

** Councilmember Michetich seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

d. Discussion/possible action relating to self-quarantine or home bound assistance during the COVID-19 Pandemic

City Manager said phone calls would be made to receive some ideas to move forward.

e. Discussion/possible action relating to adopt Ordinance No. **O-2020-0010**, an ordinance pursuant to Texas Government Code Chapter 418 related to control measures to limit the spread of the COVID-19 virus, including requiring

commercial entities providing goods or services directly to the public to develop a health and safety policy mandating the wearing of face masks in their facility; requiring masks in accordance with Governor's Order GA-29; and making other provisions related to the subject THIS IS THE FIRST AND FINAL READING

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2020-0010 on the first and final reading.

** Councilwoman Mc Auliffe seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

f. Discussion/possible action relating to adopt of 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 FIRST READING

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2020-0011 on the second and final reading.

** Councilwoman Mc Auliffe seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

(9) APPOINTMENTS

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

Councilmember Lane reappointed Tamara Williams to a second term on the Parks Board.

** Councilmember Lane made a motion to approve the appointment.

** Councilmember Michetich seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

Interim city Attorney explained importance of the Board of Adjustments, and that they didn't have a quorum with members of public present at the last scheduled meeting. There are no current alternates at this time. Members can change meeting times, as this Board is mandated by Statute requirements.

Mayor Hocking appointed Daniel Brown to the Board of Adjustments, it was suggested to check in with him first, since this was the second choice. Mayor asked that the City Clerk reach out to him first. Mayor withdrew his appointment until Mr. Brown could be contacted.

(10) REQUESTS AND ANNOUNCEMENTS

Mayor Pro-Tem Bell asked about the salary survey, to which the City Manager said it was nearing completion and will incorporate into the budget workshop.

- ** Mayor Pro-Tem Bell made a motion to adjourn the meeting at 8:05 p.m.
- ** Councilmember Michetich seconded. **MEETING ADJOURNED**

(11) ADJOURNMENT

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



**CITY OF LA MARQUE
CITY COUNCIL SPECIAL
MINUTES
of
JULY 20, 2020**

City Council Special Minutes of a **Special Meeting via telephone/video conference hosted through Zoom on Monday, July 20, 2020 at 6:00 p.m.**, with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Special Meeting to order at 6:00 p.m.

(2) ROLL CALL

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

ABSENT:

Chris Lane	Councilmember, District B
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OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Derra Purnell	Acting City Attorney
Robin Eldridge	City Clerk

(3) NEW BUSINESS

- a. Discussion/possible action relating to City Manager to present the Proposed FY 2020-2021 Budget of the City of La Marque

City Manager Jackson pointed out a few changes from last year, as Councils' preference, and presented the proposed 2020-2021 budget.

** Mayor Pro-Tem Bell made a motion to accept the presentation of the proposed 2020-2021 Budget of the City of La Marque

** Councilmember Michetich seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

- b. Discussion/possible action relating to approve agreements with Texas Department of Transportation (TxDOT) to design the relocation of City of La Marque water/sewer utilities that are in conflict with the IH-45 widening project from North of FM 519 to N of Texas City WYE

** Councilmember Michetich made a motion to approve agreements with Texas Department of Transportation (TxDOT) to design the relocation of City of La Marque water/sewer utilities that are in conflict with the IH-45 widening project from North of FM 519 to N of Texas City WYE

** Councilwoman Mc Auliffe seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**

- c. Discussion/possible action relating to the Budget Calendar
After reviewing the calendar, it was said to begin the workshops on each day at 10:30 a.m.

** Mayor Pro-Tem Bell made a motion to accept the Budget calendar as presented.

** Councilwoman Mc Auliffe seconded. After roll call vote, **MOTION CARRIED UNANIMOUSLY**

(4) EXECUTIVE SESSION

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

- 1. Section 551.074 – Personnel Matters

Mayor Hocking closed the Special meeting and went into Executive Session at 6:12 p.m.

Mayor Hocking reconvened the Special meeting at 6:42 p.m.

(5) ACTION TAKEN FROM EXECUTIVE SESSION

- 1. Discussion/possible action to be taken from the Executive Session

No action was taken from the Executive Session

(6) ADJOURNMENT

** Mayor Pro-Tem Bell made a motion to adjourn the Special meeting at p.m.

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

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

DRAFT



**CITY OF LA MARQUE
CITY COUNCIL BUDGET WORKSHOP
MINUTES
of
JULY 28, 29 and 30, 2020**

City Council Budget Workshop Minutes of the City of La Marque City Council beginning immediately after the Special City Council meeting which begins at **10:00 a. m. on Monday, July 27, 2020, until adjourned, and resuming on Tuesday, July 28, 2020, beginning at 10:00 a.m. until adjourned, and resuming on Thursday, July 30, 2019 beginning at 10:00 a.m. until adjourned, by telephone and video conference (ZOOM)** until adjourned, for the purpose of considering the following agenda:

(1) CALL TO ORDER

Mayor Hocking called the Budget Workshop to order at 10:03 am.

(2) ROLL CALL

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

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Kierra Nance	Deputy City Clerk
Derra Purnell	Acting City Attorney

(3) Review and Discuss Proposed Fiscal Year 2020-2021 Departmental Budgets and all Funds:

Waste Management Report by Shanna Lopez:

- Waste volume has increased due to COVID-19 Pandemic and created challenges.
- Driver hours and tonnage have increased significantly since March.
- Have not reached a plateau to discover what new volume will be.
- Per contract 3% price increase for residential and commercial costs.

- Councilmember Michetich inquired about recycling future due to current tensions between federal government and China; Waste Management has transitioned to nearly exclusive domestic recycling processes vs China based recycling over the process of the last few years to prepare for this event.
- Mayor Pro-Tem Bell questioned if the City would be absorbing price increase or if it would be passed on to Citizens, City Manager Jackson clarified that it would be passed on to Citizens through billing.

Gulf Coast Water Authority Status Report by City Manager Jackson:

- City requested additional 1 Million Gallons Per Day (MGPD) to cover current needs and include room for additional growth.
- Discussed with GCWA possibility of purchasing raw water options for future needs.
- GCWA responded in January with making allowances for an additional .442 MGPD (442,000) based on current contract re-rate. However, other entities are not interested in re-rated water, so they are willing to work towards the 1 million gal/day.
- New leadership is now proposing buy-in fees that have not been determined yet as they are in discussion between GCWA staff and board but are being considered at between 1 million and 2.5 million dollars per MGPD, this potentially includes previously contracted .442 MGPD
- Considering increasing request from 1 million to 2 million in order to account for future growth over the next 5 years as new cities are looking to enter and are willing to buy all the water that is not claimed through the re-rate.
- Councilwoman Mc Auliffe questioned how conservation is being factored into this plan as just a year ago Council discussed the likelihood of possible water restrictions in the future due to water shortages.
- City Manager Jackson proposed a water workshop for Council in the future to discuss a plan of action, updates from GCWA, infrastructure needs, etc.
- Mayor Pro-Tem Bell stressed the importance of capturing the water that is currently being lost due to aging infrastructure.

5 Year Capital Plan by City Manager Jackson:

- In 2019-2020 (2) years' worth of projects were funded with available revenues from the implemented increases.
- Economic uncertainty in all major revenue sources due to COVID-19 pandemic.
- I45 Expansion project has reached the city and will have impact economically.
- \$35 million in new growth adding to tax base.
- Capital Improvement Plan – *included as Attachment A*
- Infrastructure is to be a focus however city is a serious contender for a large allocation from the Mitigation Grant the city has applied for and City Manager would like to wait to see what comes of that before allocating significant revenues to that project.

Proposed Salary Plan by City Manager Jackson:

- Proposed to be implemented in (3) phases:
 - o Phase 1- all employees below “entry level” moved to “entry level” (General fund costs- \$50,000 Utility Fund costs- \$20,000)
 - o Phase 2- All employees with 10 years’ experience moved to midpoint if below (General fund costs- \$35,000 Utility Fund costs- \$20,000)
 - o Phase 3- All employees with 15 years’ experience overall moved to midpoint if below (General fund costs- \$25,000 Utility Fund costs- \$25,000)
- Councilmember Michetich asked for clarification on if Phase 1 could be implemented in 2020-2021 budget, City Manager Jackson agreed that it would be possible.
- Also Proposed 2% Cost of Living increase to be considered separately from the 3-phase salary plan, in addition to proposed salary plan.

REVENUES by Finance Director Suzy Kou:

- Ended 2019 audit with \$4.9 Million unreserved General Fund balance, excluding \$1 Million in Emergency Fund.
- City has AA- credit rating.
- Sold 1.6 million in bonds at a premium of \$890,000 due to healthy fund balance and continuous growth (approx. 4% over 30 years).
- Discussed 90 days surplus, estimated property tax revenue, sales tax, and expenditures.
- Finance Director was conservative with estimates due to current climate.

UTILITY FUND by Finance Director Suzy Kou:

- COVID-19 Pandemic has affected usages, increase in residential vs decreases in commercial
- Mayor Pro-Tem Bell initiated discussion regarding Rental Registration line item, City Manager Jackson confirmed that it has gone to legal to be reviewed and addressed.

*** Break for lunch at 12:15pm***

Reconvene at 2:00 pm

DEBT SERVICES by Suzy Kou:

- After Initial payment for 2020 CO (\$910,000) debt will be lowered and balance out.

CONTRACT WITH THE CITIZENS by City Manager Jackson:

- City Manager gave an update report on which items have been completed, postponed, in progress, and unfulfilled.

CITY COUNCIL:

- Review of goals set in Council Retreat
- Maintained at same levels as 2019-2020 budget year, with the addition of a special projects line item for Mayor just as the other Councilmembers received in the previous budget.

CITY MANAGER:

- Goals differ from last year including goal relating to COVID-19 pandemic, a professional development plan focusing on succession planning, Mitigation Grant, and more.
- Maintained Juneteenth line item, Certified Public Management line item.
- Introduction to development of Summer Internship Program for 10 weeks at 8 interns (\$25,000).
- Mayor Pro-Tem Bell requested 10 interns for this program, Mayor agreed and volunteered to give his \$5,000 project fund towards this program. Councilmember Lane offered his services and his project fund if necessary.
- City Manager, for budget clarity, proposed keeping the budget as is, dedicating the Internship Program as the project that Mayors Project fund will be utilized for.

HUMAN RESOURCES:

- Goals and Objectives- increase in training, health and wellness fairs, promotion of employee recognition programs, and more.
- No increases or changes to this year's budget.
- Councilwoman Mc Auliffe inquired about therapy sessions for employees, Human Resources Coordinator clarified that these services are offered through Dear Oaks Employee Assistance Program.

CITY CLERKS:

- Structured the same as before.
- Increase in budget due to proposed Salary increase.

UTILITY BILLING:

- No changes to organization chart apart from moving the Meter Readers into the department.
- Goals and Objectives- enhance collection of delinquent accounts, continued progress with AMI projects.
- No significant changes to budget.
- City Manager is working on a letter with Utility Billing to discuss addressing some high dollar delinquent accounts and opening dialogue to get the accounts under control.
- Mayor asked if CARES Act moneys can be utilized towards writing off some account debts, City Manager would research this possibility.

- Mayor Pro-Tem Bell initiated a conversation that included more in-depth discussions about water usage and loss, potential for a moratorium on late fees, and opportunities to resolve delinquencies.

PUBLIC WORKS:

- Organization chart relatively the same apart from moving the Meter Readers out of Public Works and into Utility Billing.
- Goals and Objectives- Monitoring TxDOT I45 Expansion project, Galveston County Road Project, Citywide Drainage Assessment, Merry/ Melody Drainage Survey, and more.
- Park Maintenance and Street Drainage is relatively the same with a slight increase to account for additional personnel. Increase in Streets and Roads to address more street issues. Overall decrease due to reduction in temporary employees in favor of full-time employees.

UTILITY LINE MAINTENANCE/ WATER WASTEWATER OPERATIONS:

- Professional fees show an increase due to excessive emergency repairs caused by the TxDOT I45 expansion project and a few aged clay waterline collapses.
- Lift Station repair projects will be a huge benefit to the future, reduction of calls, increase in services.
- 5-year capital outlay was removed due to Bond allocations.
- GCWA item can be updated, 1.3 million is a placeholder until decisions are made regarding buy-in or City Council direction per Finance Director.

EMERGENCY MANAGEMENT:

- No major changes.

INFORMATION TECHNOLOGY:

- Building Maintenance Tech position was added budget includes adjustments to account for addition as well as additional storage for data.

LIBRARY:

- No changes to organizational chart.
- Goals and Objectives- maintaining Texas State Library accreditation, continued involvement with community events, update library policies, and update technology.
- Discussion about Library involvement and assistance to the community during COVID-19 pandemic and virtual learning partner.

DEVELOPMENT SERVICES:

- Director has been hired, proposed inspector position.
- Mayor Pro-Tem Bell clarified questions about the role of the Development Department Director and appointment, City Manager clarified that it is within his duties to appoint the director position but Council's responsibility to appoint said director as City Attorney.

*** Meeting was adjourned for the day at 3:45***

*** Meeting Reconvened July 28, 2020 at 10 am with all members present***

Before beginning, City Manager Jackson announced the receipt of the Distinguished Budget Presentation Award from the Government Finance Officers Association for the 2019-2020 Budget Year.

CODE COMPLIANCE:

- Organizational chart updated to show additional compliance officers.
- Goals, Objectives, and Accomplishments- streamlined lien process, decreased demolitions, expanded staff to (3) officers, Rental Registration at 95% renewal rate.
- Mayor Pro-Tem Bell addressed concerns regarding the Rental Registration Ordinance and revenues collected.
- Code Compliance supervisor requested an ordinance revision to account for owners of multiple single-family residential homes, requiring the \$100 registration per single family home, is working with legal to potentially add mobile homes to the project.
- Budget is relatively the same with increases to account for additional postage and filing expenses.

ECONOMIC DEVELOPMENT CORPORATION:

- Presented a standard conservative EDC budget.

FUND 99:

- Repairs and Maintenance have been reduced (to \$16,000) as a result of bonds.
- Windstorm is projected at a 5% increase.
- Mayor Pro-Tem Bell questioned if an “Office of City Attorney” will be created in this budget cycle, City Manager Jackson suggested it be a part of next budget cycle.

MUNICIPAL COURT:

- Organizational chart changes include Juvenile Case Manager.
- Goals, Objectives, and Accomplishment- new system to allow virtual court and new Court Notification Program, new fingerprint kits, new City Marshall vehicle, to implement new Teen Court program, and continued education for new court clerks.
- Difference in salary is formalizing the transition from part time to full time for the Juvenile Case Manager, otherwise consistent.

TECHNOLOGY FUND:

- Nothing new was added.

COURT SECURITY FUND:

- Court fines have declined, reflected in budget.

JUVENILE REVENUE FUND:

- Used to fund Juvenile Case Manager position.

HOTEL, MOTEL, FUND:

- Bayou Fest has a 0 balance, due to cancellation.
- Crawfish Bash Sponsorship has a 0 balance, due to cancellation.
- Christmas Event significantly reduced, due to uncertainty.

BAYOU FEST FUND:

- No expenditures, Waste Management donation still shown, will roll over to next budget.

DONATION FUND:

- Youth fund committee assembled, to help create City sponsored youth activities.

LIBRARY MEMORIAL FUND:

- Utilized for small projects and events in Library.

PARKS FUND:

- Estimate of the donation revenue.
- No requests have been made to date from the Parks Board.

KEEP LA MARQUE BEAUTIFUL FUND:

- Budget supplemented from General Fund as in 2019-2020 budget.
- Councilman Michetich requested Chairman of Keep La Marque Beautiful Commission to come before council and present how they have utilized their fund.

CEMETERY FUND:

- Majority of budget spent on Wreaths Across America

METER REPLACEMENT FUND:

- Fund used to purchase new meters to account for growth.

SANITATION FUND:

- Budget allots for 3% contractual increase from Waste Management

PARKS SURCHARGE:

- Fund captures the \$2 Parks surcharge included in Utility Bills
- Researching different avenues to get public input regarding the revitalization and creation of parks.

- New growth since implementation has shifted projection of \$2.5 million every 15 years to \$2.8 million
- Early stages of Parks Master Plan underway.

Break for lunch at 12:00 pm

Reconvene at 2:00 pm

ANIMAL SERVICES:

- Increase of 1.15%

FIRE/EMS:

- Organizational Chart is different, same number of employees as FY 2019-2020, now includes Deputy Chief.
- Goals and Objectives- continue training, increasing personnel trained and certified to EMS level (40% of staff certified), standard operating guidelines revision, and more.
- Salary line item takes into account Deputy Chief and increase required by CBA otherwise attempted to stay flat.
- Mayor Pro-Tem Bell expressed concern about resource allocation and staffing in relation to the (2) fire station. Chief Weidman explained the current staffing plan to conclude at minimum (3) personnel at the East side station and (2) personnel at the West side station.
- Mayor Pro-Tem Bell requested an official staffing plan, City Manager agreed.

POLICE:

- Organizational chart now includes corporals.
- Accomplishments- Finalized and implemented cadet program, finalized policy revision committee, and more.
- Goals- Implementation of weekly training briefing, produce more community information videos, and improve the aesthetics of the police department.
- Mayor Pro-Tem Bell requests continued conversation about constructing a new police station.
- Supplemental items (as shown in Fund 99)- Evidence drying cabinet, digital cameras for patrol officers, mobile computer terminals total of supplemental items is approximately \$60000.
- Councilmember Michetich allocated his \$5000 project fund to the purchase of a remote camera system.
- Councilwoman Mc Auliffe asked for clarity on funding for some of the supplemental items, specifically the requested vehicles.
- Discussion relating to a Civilian review Board.
- Discussion relating to adding administrative position, Assistant Chief, the logistics, and how the Police CBA addresses this position.
- The difference in the budget is a direct reflection of CBA required increases and step-up pay.

*** Adjourned for the day at 3:38 pm***

Reconvened July 30,2020 at 10 am with all members present

WATER USAGE AND LOSS by Dinh Ho, ADICO ENGINEERING

- Assessed by calculating GCWA allowance and amount billed
- Reviewed 2016 ARKK ENGINEERING Water Assessment spoke of what areas have already been addressed
- Engineer estimates that if 30-40% of known leaks can be repaired it would capture approximately 1 million gallons of water for usage.
- Leak Detection survey resulted in capturing 250,000 gal/day.
- There will always be some water loss due to operational use.
- City is looking to grant funding to assist with correcting these issues.
- Mayor Pro-Tem Bell requests a Water Loss Control Plan be drafted.

RECAP:

- Mayor Pro-Tem Bell requested a review of the Police Department.
- Discussion about additional patrol personnel and possibly adding to aging fleet.
- Councilwoman Mc Auliffe suggested adding more resources and support personnel in lieu of additional officers, due to both costs and the social implications- revisits the idea of an Assistant Police Chief.
- Councilwoman Mc Auliffe opened the discussion for a Resource Advocate.
- City Manager Jackson recommends adding the Assistant Police Chief position to get the most tenured and qualified officers out of the office on administrative duties and back into the community. His second recommendation would be to investigate the mental health aspects. Thirdly, he would recommend looking into the amounts of overtime being used and how that can be reduced yet keep the department running sufficiently.
- Chief Jackson states need priority as Assistant Chief, a mental health advocate, cameras, and additional workspace.
- Mayor Pro-Tem Bell suggests potential locations for office space until a new police station can be addressed, including; fire administrative building, and area previously discussed for police sub-station.
- Mayor's suggestion is for an Assistant Chief, (1) Patrol Officer, and (1) Advocate, funded in April.
- Councilwoman Mc Auliffe spoke of possible grant funding available to police departments to offset the cost of new personnel.
- Discussion about making one single purchase from the Game Room fund to alleviate police budget.

Break for lunch at 1:00 pm

CONSENSUS:

- No tax increase
- Implement Phase 1 of Salary Equity Plan
- COLA will include City Manager
- 1 Assistant Chief, 2 Patrol Officers, and 1 contracted licensed Social Worker

TAX RATE:

- Discussion about need for increased tax rate, most of Council not in favor of increase, however arguments were made for either a 1 or 2 cent increase.
- Consensus to maintain current tax rate

(4) ADJOURNMENT

Meeting was adjourned at 4:28 pm

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Kierra K. Nance
Deputy City Clerk

City of La Marque - 5-Year Capital Improvement Plan

Department	Item	Priority	Estimated Cost
Police	New Police Station	1	\$13,000,000
	City Wide Camera System	2	\$250,000
	Vehicle Video Equipment	3	\$200,000
	Vehicles	4	\$200,000
	Building Repairs	5*	\$100,000
	Indoor Vehicle Storage	6	
	2 UTV machines	7	\$35,000
	Replace TASER equipment	8	
	Crash reconstruction Equipment	9	
Fire	Medic Unit Remounts	1	\$500,000
	New (5th) medic unit	2	\$250,000
	4 Replacement Stretchers	3	\$80,000
	Bunker Gear	4	\$150,000
	Extrication Equipment	5	\$60,000
	Type IV Brush Truck	6	\$200,000
Utility Billing	Sensus Online Portal	1	\$40,000
	More Space	2	
Library	ADA Accessibility Improvements	1	\$20,000
	Windows	2	\$35,000
	Electrical Upgrades	3	\$9,000
	New Carpet	4	\$20,000
	Replace 3 HVAC Units	5	\$32,000
	Establish Community Garden	6	\$25,000
	Update Exterior Façade	7	
	Create Staff Break Room	8	\$3,000
	RFID Checkout	9	
	Building Renovations	10	
	Content Creation Technology	11	
	Foyer Entryway	12	
Human Resources	Additional Space	1	
IT Department	New Application Servers	1	\$50,000
	Network Storage Servers	2	\$40,000
	Vehicle for IT Tech	3	
	Desk/Workbench for IT Tech	4	\$1,200
	Replace 160 computers	5	\$160,000
	Replace Network Hardware	6	\$25,000
	Vehicle for Maintenance Tech	7	

More Space			
Municipal Court	New Building	1	
Public Works	Various Water/Sewer Projects	5 of 15 years	\$6,400,000
City Hall	Renovation/Replacement	1	
	City Wide WiFi	2	Unknown



**CITY OF LA MARQUE
CITY COUNCIL WORKSHOP
MINUTES
of
AUGUST 10, 2020**

City Council Workshop Minutes of the City of La Marque City Council held on Monday, August 10, 2020, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Workshop to order at 6:00 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson

Robin Eldridge

Kierra Nance

Derra Purnell

City Manager

City Clerk

Deputy City Clerk

Acting City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE- Skipped formally

(4) CITIZENS PARTICIPATION

No one spoke

(5) OLD BUSINESS

- a. Discussion/possible action regarding CARES Act Interlocal Agreement request by County of Galveston (THIS ITEM WAS TABLED FOR THE PREVIOUS MEETING)

City Manager explained and Councilmember Michetich asked if the City had received an itemized statement of what the County would use the portion of the money for. The City has not received such a list. It was also asked by Councilwoman Mc Auliffe if the County had planned to use any of their reserves

to help pay for the costs associated with COVID. The answer to that was also no, they had not planned on using any of their own reserve money for any COVID related expenses. Mayor Pro-Tem Bell asked if the money allocated to the County was based on residents in unincorporated areas of the County, and whether the breakdown was as ours, which was 75% of the money allocated would have to be spent medicals supplies, and other medical expenditures directly related to COVID. The other 25% would have to be used for equipment and other expenses other than medical related.

(6) CONSENT

- a. Discussion relating 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)
After the Emergency Management Coordinator Ms. Warren explained that this would need to be re-bid due to the absence of the word “engineering” from the first publication, there was no further discussion.
- b. Discussion relating to award Bid #LM 09-21 and approve contract for mowing services to Parrish & Parrish Tractor Services in the amount of \$32,472.00
There was no further discussion.
- c. Discussion relating 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
After Police Chief Jackson explained that the City has been participating in this agreement for the previous six years, there was no further discussion.
- d. Discussion relating 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.
There was no formal discussion.
- e. Discussion relating 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
There was no formal discussion.

(7) ADJOURNMENT

Mayor Hocking adjourned the Workshop at 6:20 p.m.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

DRAFT



**CITY OF LA MARQUE
CITY COUNCIL REGULAR
MINUTES
of
AUGUST 10, 2020**

City Council Regular Minutes of the City of La Marque City Council held on Monday, August 10, 2020, beginning immediately following the City Council Workshop that began at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Regular Meeting to order at 6:21 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson

Robin Eldridge

Kierra Nance

Derra Purnell

City Manager

City Clerk

Deputy City Clerk

Acting City Attorney

(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

Mayor Hocking closed the Regular Meeting and opened the Public Hearing at 6:21 p.m.

No one spoke.

- 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

No one spoke.

Mayor Hocking closed the Public Hearing and reconvened to the Regular Meeting at 6:22 p.m.

(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 Department of Transportation

****** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2020-0009, on the second and final reading.

****** Councilmember Michetich seconded. After roll call, **MOTION CARRIED UNANIMOUSLY**

- 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

****** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2020-0011 on the second and final reading.

****** Councilwoman Mc Auliffe seconded. After roll call, **MOTION CARRIED UNANIMOUSLY**

- c. Discussion/possible action regarding CARES Act Interlocal Agreement request by County of Galveston

****** Mayor Pro-Tem Bell made a motion to deny the Agreement request by County of Galveston.

****** Councilwoman Mc Auliffe seconded. After roll call, **MOTION CARRIED UNANIMOUSLY**

(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

- b. Announcing the First Public Hearing for the proposed FY 2020-2021 Budget to be held on Monday, September 8, 2020

City Attorney Derra Purnell said that the Tax and Budget Public Hearings were to be conducted via ZOOM, but also that the Council Chambers would be open for both in case a member of the public wished to attend and have comments as well.

- c. Letter of Recognition for Councilmember Chris Lane (District B) – letter read into the record (attached)

(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
 - 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
 - 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
 - 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)
 - 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
- ** Councilmember Michetich made a motion to approve the Consent Agenda.
** Mayor Pro-Tem Bell seconded. After roll call, **MOTION CARRIED UNANIMOUSLY**

(7) NEW BUSINESS

- a. Consider recommendation of the proposed FY 2020-2021 Tax Rate of .550764
- ** Councilmember Michetich made a motion to accept the proposed Tax rate of .550764.
** Mayor Pro-Tem Bell seconded. After roll call, **MOTION CARRIED UNANIMOUSLY**

(8) APPOINTMENTS

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

There were no appointments or reappointments.

(9) REQUESTS AND ANNOUNCEMENTS

Councilwoman Mc Auliffe requested the City to host workshop related to CBA and to learn more about the union with the Police Department

Then requested that drafting language when there are vendor contracts that we can reiterate their commitment to equity within their own companies and justice within their own operations.

(10) ADJOURNMENT

Councilwoman Mc Auliffe made a motion to adjourn the Regular meeting at 6:33 p.m. Mayor Pro-Tem Bell seconded. **MEETING ADJOURNED**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



**CITY OF LA MARQUE
SPECIAL
MINUTES
of La Marque Employee Trust
August 17, 2020**

City Council Special Minutes of a **Special Meeting of La Marque Employee Trust via telephone/video conference hosted through Zoom on Monday, August 17, 2020 at 5:45 p.m.**, with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Emergency Meeting to order at 5:45 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Robert Michetich

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District C

ABSENT:

Chris Lane

Robert Michetich

Councilmember, District B

Councilmember, district C

OTHER OFFICIALS PRESENT:

Robin Eldridge

City Clerk

(3) NEW BUSINESS

- a. Discussion/possible action authorizing the City Manager to execute renewal of the agreement with Gallagher Benefit Services, Inc. as consultant for city employees' benefits in the amount of \$40,000

****** Mayor Pro-Tem Bell made a motion to authorize the City Manager to execute renewal of the agreement with Gallagher Benefit Services, Inc. as consultant for city employees' benefits in the amount of \$40,000

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

- b. Discussion/possible action to award Cigna Healthcare as provider for Employees' Medical and Pharmacy Insurance for plan year 2020-21

****** Councilwoman Mc Auliffe made a motion to award Cigna Healthcare as provider for Employees' Medical and Pharmacy Insurance for plan year 2020-21

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

c. Discussion/possible action to award MetLife as provider for Employees' Life, Dental, and Voluntary Vision Insurance for plan year 2020-21

****** Mayor Pro-Tem Bell made a motion to award MetLife as provider for Employees' Life, Dental, and Voluntary Vision Insurance for plan year 2020-21

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

(4) ADJOURNMENT

****** Mayor Hocking adjourned the meeting at 5:50 p.m.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk



**CITY OF LA MARQUE
CITY COUNCIL SPECIAL
MEETING/PUBLIC HEARING
MINUTES
of
August 17, 2020**

City Council Special Minutes of a Special Called Meeting/Public Hearing on **Monday, August 17, 2020**, beginning at 6:00 p.m. **in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via teleconference (ZOOM)** for the purpose of considering the following agenda:

(1) CALL TO ORDER

Mayor Hocking called the Special Meeting/Public Hearing to order at 6:00 p.m.

(2) ROLL CALL

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

ABSENT:

Chris Lane	Councilmember, District B
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OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Derra Purnell	City Attorney
Robin Eldridge	City Clerk

(3) PUBLIC HEARING

- a. Conduct **FIRST** Public Hearing to hear public input regarding the FY 2020-2021 Proposed Tax Rate of .550764

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

No one spoke.

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

** Mayor Hocking adjourned the meeting at 6:01 p.m.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk



**CITY OF LA MARQUE
CITY COUNCIL SPECIAL
MINUTES
of
August 24, 2020**

City Council Special Minutes of a **Special Called Meeting via telephone/video conference hosted through Zoom on Monday, August 24, 2020 at 6:00 p.m.**, with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Special Meeting to order at 6:00 p.m.

(2) ROLL CALL

Bobby Hocking

Mayor

Keith Bell

Mayor Pro-Tem, Councilmember District A

Robert Michetich

Councilmember, District C

ABSENT:

Chris Lane

Councilmember, District B

Casey Mc Auliffe

Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson

City Manager

Derra Purnell

City Attorney

Robin Eldridge

City Clerk

- (3)** Consider recommendation to adopt **Resolution No. R-2020-0013**, designating ADICO, LLC and LNV, LLC as engineering service providers for the 2020 Community Development Block Grant – MIT (CDBG-MIT) Program applications and project implementation administered through the Texas General Land Office (GLO)

****** Councilman Michetich made a motion to adopt Resolution No. R-2020-0013 designating ADICO, LLC and LNV, LLC as engineering service providers for the 2020 Community Development Block Grant-MIT (CDBG-MIT) Program applications and project implementation administered through the Texas General Land Office GLO.

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

(4) EXECUTIVE SESSION

** Mayor Hocking closed the Public Meeting and entered into Executive Session at 6:02 p.m. returning at 6:17 pm**

(5) ACTION TAKEN FROM EXECUTIVE SESSION

** No action was taken.

(6) ADJOURNMENT

** Mayor Hocking adjourned the meeting at 6:18 p.m.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk



**CITY OF LA MARQUE
CITY COUNCIL SPECIAL
MEETING MINUTES
of
September 8, 2020**

City Council Minutes of the Special Meeting/Public Hearing on **Tuesday, September 8, 2020**, beginning at 6:00 p.m. **in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via teleconference (ZOOM)** for the purpose of considering the following agenda:

(1) CALL TO ORDER

Mayor Hocking called the Special Meeting to order at 6:00 p.m.

(2) ROLL CALL

Bobby Hocking
Keith Bell
Robert Michetich
Casey Mc Auliffe

Mayor
Mayor Pro-Tem, Councilmember District A
Councilmember, District C
Councilwoman, District D

ABSENT:

Chris Lane

Councilmember, District B

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson
Derra Purnell
Robin Eldridge

City Manager
City Attorney
City Clerk

(3) PUBLIC HEARING

- a. Conduct **FIRST** Public Hearing to hear public input regarding the FY 2020-2021 Proposed Budget

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

No one spoke.

Mayor closed Public Hearing and reconvened the Special Meeting at 6:00 p.m.

(4) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2020-0012**, making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2020 and ending September 30, 2021 appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque for 2020-21 fiscal year **THIS IS THE FIRST READING**
- ** Councilmember Michetich made a motion to adopt Ordinance O-2020-0012, on the first reading
- ** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**
- b. Discussion/possible action regarding adopting Ordinance No. **O-2020-0013**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2020 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid **THIS IS THE FIRST READING**
- ** Councilwoman Mc Auliffe made a motion "that the property tax rate be increased by the adoption of a tax rate of 0.550764 which is effectively a 12.54 percent increase in the tax rate." Adopting Ordinance No. O-2020-0013, on the first reading.
- ** Councilmember Michetich seconded. MOTION CARRIED BY ROLL CALL VOTE of 4 AYES and 1 ABSENT
- c. Discussion/possible action regarding adopting Ordinance No. **O-2020-0014**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges **THIS IS THE FIRST READING**
- ** Councilwoman Mc Auliffe made a motion to adopt Ordinance No. O-2020-0014 on the first reading.
- ** Councilmember Michetich seconded. After a roll call vote, **MOTION CARRIED UNANIMOUSLY**
- (5) ADJOURNMENT**
- ** Mayor Pro-Tem Bell made a motion to adjourn the Special meeting at 6:05 p.m.
- ** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

DRAFT



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Amanda Hobby/
Chaise Cary

Agenda item: 4a

Reviewed by: Charlene Warren/
Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid **LM #02-21** to Petroleum Traders Corporation for fuel in the amount of \$4,283.30 in differential costs

X

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Petroleum Traders Corporation as the lowest qualified bidder meeting all specifications
- Vendors were quoting on the differential between wholesale cost and their proposed fees
- Based on the City's fleet fuel program, purchases will consist of fueling backup generators, oil, hydraulic fluids as well as fuel/diesel drop during emergency storm preparation as needed
- All bids are based on the estimated quantities supplied by the City of La Marque
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period
- The bids were placed on the City's website as well as Bidnet
- Three (3) qualified bids were received
- Please see the enclosed bid tabulation for bid results

HISTORY:

- Petroleum Traders Corporation has been a vendor of the City of La Marque since 2008
- The amount bid by the vendors is a price differential of a (+/-) cost of the fuel Rack Average on the day of purchase

TARGET IMPLEMENTATION: October 1, 2020

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	\$93,500.00
Actual Bid	Unleaded+.0371 Diesel 2 +.0371 Diesel Sm Del +.4500
Estimated Expenditure	\$25,000.00
Acct. Name(s)	Fuel
Line Items #	01-2020-12-00 02-2020-22-00 02-2020-24-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid **LM #02-21** to Petroleum Traders Corporation for fuel in the amount of \$4,283.30 in differential costs

FISCAL IMPACT: Due to fluctuating fuel prices, a higher overall average increase could result in cost overruns in Fiscal Year 2020-21

**LM #02-21
FUEL
BID TAB**

BIDDER: Petroleum Traders Company

Estimated Quantity (Gals.)	Description	Price Differential	Extension
43,000	Unleaded plus gasoline as per specifications	\$ +.0371	\$1,595.30
30,000	Diesel No. 2 as per specifications	\$ +.0371	\$1,113.00
3,500	Diesel No. 2 in quantities of 100 to 500 gallons as additional sites	\$ +.4500	\$1,575.00
	TOTAL AMOUNT OF DIFFERENTIAL		\$4,283.30

BIDDER: XD Ventures dba Fidelity Fuels

Estimated Quantity (Gals.)	Description	Price Differential	Extension
43,000	Unleaded plus gasoline as per specifications	\$ +.2150	\$9,245.00
30,000	Diesel No. 2 as per specifications	\$ +.2875	\$8,625.00
3,500	Diesel No. 2 in quantities of 100 to 500 gallons as additional sites	\$ +.0950	\$3,325.00
	TOTAL AMOUNT OF DIFFERENTIAL		\$21,195.00

BIDDER: Gold Star Petroleum, Inc.

Estimated Quantity (Gals.)	Description	Price Differential	Extension
43,000	Unleaded plus gasoline as per specifications	\$ +.0800	\$3,452.39
30,000	Diesel No. 2 as per specifications	\$ +.0800	\$2,400.00
3,500	Diesel No. 2 in quantities of 100 to 500 gallons as additional sites	\$ +1.6000	\$5,600.00
	TOTAL AMOUNT OF DIFFERENTIAL		\$11,452.39



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Amanda Hobby/
Chaise Cary

Department: Public Works

Agenda item: 4b

Reviewed by: Charlene Warren/
Charles Jackson

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid **LM #03-21** to Century Asphalt for cold mix/cold lay in the amount of \$32,200.00

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Century Asphalt as the lowest qualified bidder meeting all specifications
- The cold mix cold lay products are used to repair/patch potholes throughout the city
- All bids are based on the estimated quantities supplied by the City of La Marque
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period
- The bids were placed on the City's website as well as Bidnet
- Two (2) qualified bids were received
- Please see the enclosed bid tabulation for bid results

HISTORY:

- The city has purchased cold mix/cold lay from Century Asphalt since 2008

TARGET IMPLEMENTATION: **October 1, 2020**

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	\$39,500.00
Actual Bid	\$32,200.00
Estimated Expenditure	\$39,500.00
Acct. Name(s)	Street Maint.
Line Item #	01-3010-12- 00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to award Bid **LM #03-21** to Century Asphalt for cold mix/cold lay in the amount of \$32,200.00

FISCAL IMPACT: Annual recurring cost.

BID TAB
LM #03-21
COLD MIX COLD LAY (CMCL) - SECTION I

Bidder: Century Asphalt LLC

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$92.00/ton	\$ 32,200.00
	TOTAL COST		\$ 32,200.00

Bidder: Waller County Asphalt

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$109.93/ton	\$ 38,475.50
	TOTAL COST		\$ 38,475.50



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Agenda item: 4c

Prepared by: Amanda Hobby/
Chaise Cary

Reviewed by: Charlene Warren/
Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid **LM #04-21** to Vulcan Construction Materials for limestone base in the amount of \$39,500.00

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Vulcan Construction Materials as the lowest qualified bidder meeting all specifications
- Limestone base is used to backfill holes and street repairs throughout the City
- All bids are based on the estimated quantities supplied by the City of La Marque
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period
- The bids were placed on the City's website as well as Bidnet
- One (1) qualified bids were received
- Please see the enclosed bid tabulation for bid results

HISTORY:

- The City has purchased limestone base from Vulcan Construction Materials since 2010

TARGET IMPLEMENTATION: **October 1, 2020**

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	\$39,500.00
Actual Bid	\$41,880.00
Estimated Expenditure	\$39,500.00
Acct. Name(s)	Street Maint.
Line Item #	01-3010-12-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to award Bid **LM #04-21** to Vulcan Construction Materials for limestone base in the amount of \$39,500.00

FISCAL IMPACT: Annual recurring cost.

**LM #04-21
LIMESTONE
BID TAB**

BIDDER: Vulcan Construction Materials

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,200 Tons	Limestone flexible base material as per specifications	\$34.90/ton	\$41,880.00
	TOTAL COST		\$41,880.00



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Amanda Hobby/
Chaise Cary

Agenda item: 4d

Reviewed by: Charlene Warren/
Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid **LM Bid #05-21** to Evoqua Water Technologies for odor and corrosion control in the amount of \$80,000.00

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid submitted to Evoqua Water Technologies as the lowest qualified bidder meeting all specifications
- Odor and corrosion control help maintain odor coming from sewer as well as protects and lengthens the life of the sewer pipes
- All bids are based on the estimated quantities supplied by the City of La Marque
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period
- The bids were placed on the City's website as well as Bidnet
- One (1) qualified bid was received
- Please see the enclosed bid tabulation for bid results

HISTORY:

- Council has awarded the bid for odor and corrosion to Evoqua Water Technologies since 2014 due to the lowest bid received as well as outstanding services

TARGET IMPLEMENTATION: October 1, 2020

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

Cost Details:

Budgeted	\$80,000.00
Actual Bid	\$175,320.00
Estimated Expenditure	\$80,000.00
Acct. Name(s)	STP Operating Supplies
Line Items #	01-3010-12-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to award Bid LM #05-21 to Evoqua Water Technologies for odor and corrosion control in the amount of \$80,000.00

FISCAL IMPACT: Annual recurring cost

LM 05-21
Bid Tab
Odor and Corrosion Control
Waste Water Treatment Plant

Bidder: Evoqua Water Technologies

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	Total Price
90,000 Gallons	\$ 1.948	\$ 175,320.00
Mobilization of Equipment	\$ Included	\$ Included
De-Mobilization of Equipment	\$ Included	\$ Included

Bidder: Univar Solutions Inc.

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	Total Price
90,000 Gallons	\$ No Bid	\$ No Bid
Mobilization of Equipment	\$ No Bid	\$ No Bid
De-Mobilization of Equipment	\$ No Bid	\$ No Bid



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Amanda Hobby/
Chaise Cary

Department: Public Works

Agenda item: 4e

Reviewed by: Charlene Warren/
Charles Jackson

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid **LM #06-21** to Sprint Waste Services for sludge removal in the amount of \$120,000.00

X

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Sprint Waste Services
- Sprint Waste Services' processes and methodology are preferable as they are more environmentally sound and efficient
- The selected vendor provides additional services such as tank cleaning after sludge removal
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period
- The bids were placed on the City's website as well as Bidnet
- All bids are based on the estimated quantities of supplies by the City of La Marque
- Two (2) qualified bids were received
- Please see the enclosed bid tabulation for bid results

HISTORY:

- The sludge removal process is performed approximately every six (6) weeks
- The independent contractor mobilizes a belt filter press and a fleet of 30-yard end dump trucks
- The filter press removes and separates liquids from solid materials from four (4) plant process digesters.
- The separated cake is deposited in the dump truck trailers and the material is hauled off to the landfill for disposal
- This whole process takes approximately two (2) weeks

TARGET IMPLEMENTATION: **October 1, 2020**

SIGNIFICANT ACTION DATES:

11.12.2018 - Council awarded Sludge Removal bid to Sprint Waste Services



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	\$120,000.00
Actual Bid	\$148,500.00
Estimated Expenditure	\$120,000.00
Acct. Name(s)	Repair / Maint STP
Line Item #	02-3010-24-00
Other Funding	

STAFF'S RECOMMENDATION: Motion award Bid **LM #06-21** to Sprint Waste Services for sludge removal in the amount of \$120,000.00

FISCAL IMPACT: The sludge removal process is an annual reoccurring cost that can change based on inflation as well as other factors. Estimated expenditure this fiscal year is \$120,000.00 from Water/Wastewater Operation-Sewage Treatment Plant account.

**LM #06-21
SLUDGE MANAGEMENT
BID TAB**

BIDDER: Sprint Waste Management

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$594.00	\$148,500.00

BIDDER: American Allwaste dba Wastewater Transport Services

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$595.00	\$148,750.00



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Amanda Hobby/
Chaise Cary

Agenda item: 4f

Reviewed by: Charlene Warren/
Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to award Bid **LM #07-21** to Ferguson Waterworks for water and sewer supplies in the amount of \$100,000.00

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the lowest bid received that was submitted by Ferguson Waterworks for water and sewer supplies
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period
- The bids were placed on the City's website as well as Bidnet
- All bids are based on the estimated quantities of supplies by the City of La Marque
- Three (3) qualified bids were received
- Please see the enclosed bid tabulation for bid results

HISTORY:

- Annual supplies are utilized to make repairs to the City's water mains, ranging in sizes from ¾" service lines up to 16" transmission lines
- In addition to water line repairs, these funds are utilized to purchase sewer repair piping from 4" service lines up to 36" trunk sewers
- The annual bid quantities reflect prices for a range of pipe sizes and materials for repairs, but not all items bid will be purchased
- We list an extensive range of materials to establish bid prices for the year

TARGET IMPLEMENTATION: **October 1, 2020**

SIGNIFICANT ACTION DATES: **N/A**



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	200,000.00
Actual Bid	168,286.52
Estimated Expenditure	100,000.00
Acct. Name(s)	R&M - Water R&M - Sewer
Line Items #	02 3010 22 00 02 3011 22 00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid **LM #07-21** to Ferguson Waterworks for water and sewer supplies in the amount of \$100,000.00

FISCAL IMPACT:



**BID TABULATION
LM 07-21
WATER AND SEWER SUPPLIES**

Bidder	Description	Amount of Bid
Ferguson Waterworks	Full Bid	\$ 168,286.52
Coburn's	Full Bid	\$ 179,057.47
ACT Pipe & Supply	Full Bid	\$ 179,294.60



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Amanda Hobby

Agenda item: 4g

Reviewed by: Charlene Warren

Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to approve a professional services agreement for Fiscal Year 2020-2021 with Precision Utility, LLC, for oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ, and to provide for health, safety and welfare of the City of La Marque, in the amount of \$150,000.00

☒

ATTACHMENTS FOR REFERENCE

1. Precision Utility approved contractual agreement
2. October 2018 Council minutes approving Precision Utility contract

STAFF BRIEFING:

- Precision Utility replaced MOC in June of 2018, providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque
- Precision Utility works alongside Public Works directors as well as city employees and provides the necessary training needed for WWTP operations
- The current annual contract for Precision Utility ends as of September 30, 2020, and can be renewed annually with agreement of both parties

HISTORY:

June 11, 2018 – City entered into first contractual agreement with Precision Utility

October 8, 2019 – City renewed contractual agreement with Precision Utility for FY 2018/2019 ending September 30, 2020

TARGET IMPLEMENTATION: **October 1, 2020**

SIGNIFICANT ACTION DATES:

ACTION:

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

Cost Details:

Budgeted	\$150,000
Actual Bid	\$135,000
Estimated Expenditure	\$150,000
Acct. Name(s)	Professional Fees
Line Item #	02-4040-24-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve a professional services agreement for Fiscal Year 2020-2021 with Precision Utility, LLC, for oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ, and to provide for health, safety and welfare of the City of La Marque, in the amount of \$150,000.00

FISCAL IMPACT: This is a budgeted item.

PROFESSIONAL SERVICES AGREEMENT

WATER SUPPLY AND WASTEWATER TREATMENT PLANT, WATER DISTRIBUTION, SANITARY SEWER COLLECTION AND DRAINAGE SYSTEMS

THIS AGREEMENT, entered into this 8th day of October, 2018, ("Effective Date") by and between City of La Marque, and PRECISION UTILITY, LLC, a Texas limited liability company, having its principal place of business at 9419 Lamkin Road, Houston, Texas 77049 (hereinafter sometimes referred to as the "Operator").

WHEREAS, City of La Marque presently owns or shall acquire water supply facilities, wastewater treatment facilities, a water distribution and sanitary sewer collection system, and drainage facilities, (hereinafter sometimes referred to as "Facilities"), located on property dedicated to the City of La Marque or to be acquired by the City of La Marque; and

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that

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

I. GENERAL

1.01- GENERAL GOAL

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

1.02 - DEFINITIONS

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

- A. "OPERATION" shall consist of furnishing all of the necessary personnel, services, tools, equipment, materials, supplies and transportation in order to provide efficient operation of the Facilities. Operation shall include, but shall

not be limited to, providing the necessary service in (1) the efficient distribution of water from the City of La Marque's water supply plant through its water distribution system, and/or (2) the efficient collection and movement of normal domestic sewage discharged into the City of La Marque's sewage collection system.

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

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

II. SCOPE OF WORK

2.01 - BASIC SERVICES

During the term of this Agreement, Operator shall perform the following basic services:

A. GENERAL

1. Operator shall operate and maintain the Facilities in a proper and workmanlike manner. Operator agrees to operate and maintain the Facilities in accordance with all applicable laws, permits, rules and regulations.
2. Operator shall be responsible for operating and maintaining the Facilities in accordance with the O & M Manual.
3. Operator shall arrange for and supervise all testing required by all regulatory agencies and applicable laws, permits and regulations and shall arrange for any regularly scheduled reports as required by any regulatory agencies and any applicable laws, permits and regulations.
4. Operator shall render a condensed monthly operating report to City of La Marque which shall include at least the following information:
 - a) Any abnormal change in condition of City of La Marque's equipment, necessary repairs and any recommendations as to the repair or replacement of such equipment;
 - b) Any damage to the Facilities and the possible causes thereof, including any

insurance claims filed on behalf of City of La Marque. In instances where the damage may be attributable to any contractor, builder, corporation, utility company or other person, Operator shall back charge the party responsible for such damage and report it to the City of La Marque;

- c) The number of gallons of water billed to City of La Marque's customers, along with the numbers of gallons pumped from the City of La Marque water plant and a comparison of water volume produced to the Ground Water Conservation District Permit holder;
 - d) Copies of monthly testing reports, if requested by the City of La Marque and correspondence to regulatory authorities, if appropriate.
- 5. Operator shall provide at least one fully qualified and competent operator to directly operate the Facilities. The person so provided shall have a Texas certification as required by the regulatory agencies.
 - 6. Operator shall maintain a twenty-four (24) hour telephone access number.
 - 7. Operator shall promptly notify City of La Marque's Representative of any condition known to Operator, which adversely affects the quality of water supply, wastewater collection or treatment, drainage or City of La Marque's compliance with all current permits or regulations.
 - 8. Operator shall render City of La Marque all reasonable assistance in the promotion of good relations with City of La Marque's customers.
 - 9. Operator shall routinely order and arrange for delivery of inventory items listed in the O & M Manual, expendable supplies, and other necessary supplies.
 - 10. Operator shall provide a representative to attend City of La Marque meetings as requested; said representative shall be familiar with the operations in City of La Marque's facilities.
 - 11. Operator shall provide operations and maintenance cost data available to City of La Marque's Bookkeeper for use in budget comparison.
 - 12. Operator shall maintain such information and reports as may be required for audit of City of La Marque's accounts and shall make same available to City of La Marque's auditor during regular business hours.
 - 13. Operator shall visually inspect and flow all the flushing valves within City of La Marque's facilities semiannually and submit a written status report to City of La

Marque and any fire department designated by City of La Marque.

14. Operator shall perform an ongoing manhole inspection program. This inspection shall include a visual inspection of the top of the manhole and the surrounding area (for depressions) and a visual inspection of the inside of the manhole as accessible from the top. Each manhole will be inspected on an as needed basis with subsequent reports to City of La Marque.
15. Operator shall inspect each water distribution valve on an as needed basis with subsequent reports submitted to the City of La Marque. This inspection shall include a visual inspection of the valve riser and cap as well as the utilization of a valve key to check valve operating nut accessibility and operability.

B. WATER SUPPLY PLANT

1. Operator shall maintain an operating log at City of La Marque's water supply plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the water supply plants routinely and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the water supply plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

C. WASTEWATER TREATMENT PLANT

1. Operator shall maintain an operating log at City of La Marque's Wastewater Treatment plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the wastewater plant the required number of days that are specified in the sewer plant permit and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the wastewater treatment plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

D. SLUDGE TREATMENT AND DISPOSAL

1. Operator shall routinely draw sludge from the City of La Marque's wastewater treatment plant to maintain the average sludge age and optimum concentrations.
2. In the event that extraordinary sludge hauling is required, sludge shall be processed from the facilities by others or by the Operator in a manner and at a cost to be agreed on from time to time by the parties hereto.

E. WATER DISTRIBUTION, SANITARY SEWER COLLECTION SYSTEMS

1. Operator shall be responsible for the installation of water taps, setting meters and meter boxes, the minor adjustment of meter boxes, reading water meters, the billing and collecting of tap fees, sewer inspection fees, deposits, water and sewer service charges and back charges, all in accordance with the City of La Marque's Rate Order, as amended from time to time. (Operator shall be compensated for said work according to rate schedule, attached hereto as Exhibit "A") Operator shall provide all the necessary personnel in order to read meters, mail statements to customers, collect and deposit revenues and provide customary accounting and office services. Operator shall cause all water taps to be made in accordance with a plat map or other written instructions from the City of La Marque's Representative.
2. Operator shall perform or cause to be performed a daily, weekly, monthly and yearly routine and preventive maintenance program as required to keep the facilities operational and in compliance with the regulatory authorities.
3. Operator shall at least monthly, patrol City of La Marque in order to observe and take corrective action regarding leaks, defects, damaged and missing equipment. Operator shall establish an inspection program in order to examine each sanitary manhole and each water main valve. Minor repairs or debris removal shall be performed immediately. (Operator shall be compensated for said inspections and repairs according to rate schedule, attached hereto as Exhibit "A".)
4. Operator shall report all damages to the City of La Marque Facilities. In the event that, in the Operator's opinion, foreseeable damage could occur, Operator shall report such opinion to City of La Marque Representative immediately and shall attempt to comply with the City of La Marque's policy governing control of damages to City of La Marque Facilities and to prevent others from causing additional damage. In those instances, in which damage is discovered, Operator shall diligently attempt to ascertain the causes therefore and report it in the monthly report.

2.02 - REPAIR OR REPLACEMENT: EMERGENCY RESPONSE

Operator shall provide routine repair or replacement when necessary. Operator shall provide Extraordinary Repair and Replacement when necessary, provided that Operator shall obtain advance approval of City of La Marque's Representative before providing any parts, equipment or extraordinary repair or replacement with an estimated repair cost of over \$1,000.⁰⁰, and Operator shall be additionally compensated therefore in accordance with Section 3.04, herein.

In the event that a repair or replacement is urgently necessary to prevent damage to life, property, or for concerns related to public health and if the Operator has diligently attempted to contact the City of La Marque's Representative in advance, the Operator shall cause such repairs to be performed at once. Such repairs or replacement and the charges for parts and equipment so utilized shall be at the City of La Marque's expense. Prior authorization shall not be necessary, provided that the Operator shall use its best efforts to minimize the cost thereof and provided that the Operator contacts the City of La Marque's Representative at the earliest possible opportunity thereafter.

Operator shall maintain personnel and equipment for emergency response twenty-four (24) hours per day, seven (7) days per week, and 365 days per year. Emergencies shall include but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewer collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by City of La Marque or its representative or response to insistent resident concerns when necessary to maintain good relations with the City of La Marque.

2.03 - SPECIAL SERVICES

In addition to basic services, Operator may be requested from time to time to perform special services such as conducting inventories and preparing reports in addition to reports required by various regulatory agencies and any other special services requested by City of La Marque or any of the City of La Marque's other consultants. Special service shall be at City of La Marque's expense based on estimates received from Operator and approved by City of La Marque.

City of La Marque's Representative may request that certain additional operation and maintenance procedures be followed in addition to the O & M Manual. From time to time, the City of La Marque's Representative shall prepare any and all suggested O & M Manual material which he shall deem necessary for the proper operation and maintenance of the facilities and shall submit same to City of La Marque and Operator. Thereupon, Operator shall calculate any additional cost of compliance with said material and shall present same to City of La Marque for approval.

2.04 - MODIFICATIONS TO CITY OF LA MARQUE FACILITIES

City of La Marque will provide Operator written notice of additions, deletions or other modifications to the Facilities, which are not proposed to be made by the Operator. In the event any such modification amounts to substantial change in the type or extent of the facilities or would

materially increase Operator's cost in performing its obligations hereunder, Operator shall provide City of La Marque with written notice of the additional costs of operation and maintenance resulting from the proposed modification; and if efforts to renegotiate this Agreement to absorb any additional operating cost are not successful, either party may terminate this Agreement upon thirty (30) days advance written notice.

2.05 - CITY OF LA MARQUE'S RESPONSIBILITIES

The payment for cost of all supplies, electricity, gas and other utility services utilized in connection with the operation and maintenance of Facilities and all modifications, extensions, expansions or structural changes to the Facilities shall be the direct responsibility of the City of La Marque.

III. COMPENSATION TO OPERATOR

3.01 - COMPENSATION TO OPERATOR

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

3.02 - COMPENSATION POLICIES

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

3.03 - BILLING AND PAYMENT

Unless otherwise agreed upon in writing during the initial or any renewal terms of this Agreement, Operator will submit prior to City of La Marque's regularly scheduled meeting, a statement to City of La Marque's bookkeeper or City of La Marque's Representative reflecting charges for the previous billing period in accordance with this Agreement. Said invoice shall include an itemization of all amounts requested for payment during the billing period, with supplementary invoices attached thereto, if requested by the City of La Marque. Said invoices shall include the date, price and description of all items purchased and the rate per category and description of the nature of all labor and equipment utilized. If the invoice is approved by the City of La Marque's bookkeeper or City of La Marque Representative, then such invoice shall be due and payable on the date of said meeting, provided, however, that any such invoice shall not preclude the withholding of approval of any additional items by the Board of Directors of City of La Marque at said meeting. In the event City of La Marque or City of La Marque's Representative withholds approval on any item or items in the invoice, the City of La Marque's Representative shall notify Operator at least on day in advance of said meeting. Any dispute involving payment of any item or items on the statement shall be resolved by City of La Marque, subject to any legal or equitable remedy available to Operator. Payment of said item or items by City of La Marque shall not be unreasonably withheld. Operator however shall be entitled to payment of the balance of said statement in the event that payment of any item or items in the statement are withheld pending resolution of a dispute. If the City of La Marque fails to make payment under this Agreement to the Operator of any undisputed sum named in any partial or final statement, when the payment is past due more than fifteen (15) days and has not been lawfully contested by the City of La Marque, City of La Marque shall pay to the Operator in addition to the undisputed sum shown as due by such statement, interest thereon at a rate of ten percent (10%) per annum, until fully paid. Interest shall not accrue on any disputed sum(s) unless said sum(s) remain unpaid for more than fifteen (15) days following resolution of dispute.

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

All materials and supplies purchased by the Operator are purchased on behalf of the City of La Marque and are labeled as the City of La Marque's property. The title to the purchased materials and supplies passes to the City of La Marque before such goods are used.

3.04 - ADDITIONAL COMPENSATION

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

Section 2.02 herein. Operator shall receive the following additional compensation;

- A. For performance of Extraordinary Repair and Replacement specified in section 2.02 herein. Unless specifically noted otherwise, all labor required for the performance of duties listed shall be considered Routine Repair and Replacement;
- B. For purchase of inventory items, expendable supplies, chemicals, parts, equipment or other replacement components of the Facilities, whether installed, repaired or replaced as Routine or Extraordinary Repairs and Replacements. City of La Marque shall pay Operator invoice amount plus ten percent (10%);
- C. For performance of special services as specified in Section 2.03, herein;
- D. For the cost of all testing required by all controlling agencies and applicable laws, permits and regulations as specified in Section 2.01 A (3), herein;
- E. For payment of subcontractors' invoices by Operator, City of La Marque shall pay Operator the subcontractors' invoice fees plus ten percent (10%);
- F. For any fees or assessments associated with the filing of any applicable regulatory requirements;
- G. For any reports or filings not currently required.

3.05 - CUSTOMER BILLING AND COLLECTIONS

- A. The Operator's billing and collection service shall insure that all funds of City of La Marque be kept separate and deposited to the City of La Marque's bank account at least monthly. The Operator shall pursue all delinquent accounts, including the forwarding of delinquent notices, as prescribed by the City of La Marque Rate Order.
- B. Operator recognizes that all sums of money which it collects on behalf of City of La Marque for water and wastewater services are public funds and are pledged to the payment of debts of the City of La Marque, and Operator agrees that all such moneys shall be deposited as provided herein in the named account without set-off, counter-claim, abatement or diminution.
- C. Operator shall read all meters connected to the City of La Marque's waterworks system once each month, and will provide monthly billing and collecting service to City of La Marque for water and sewer service charged to customers of City of La Marque's waterworks and sanitary sewer systems. Operator agrees to provide such monthly billing service within fifteen (15) days following the completion of the meter-reading period. Monthly bills shall include the date the meter was read. City of La Marque agrees that



IV. INSURANCE AND INDEMNIFICATION

- B. ADDITIONALLY, OPERATOR SHALL INDEMNIFY THE CITY INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE THAT ANYONE OR MORE OF CITY INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS AGAINST SUCH CITY INDEMNITEE ARISING OUT OF THE FAILURE OF OPERATOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR ANY SUBCONTRACTOR OF OPERATOR TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH OPERATOR'S OPERATION OF THE CITY'S FACILITIES UNDER THIS AGREEMENT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION OR REQUIREMENT WAS A DIRECT RESULT OF OPERATOR FOLLOWING THE EXPRESSED INSTRUCTION OF THE REPRESENTATIVES OF THE CITY. OPERATOR REQUIREMENT TO INDEMNIFY THE CITY INDEMNITEES IN THIS SECTION 4.02(B) SHALL NOT APPLY TO ANY CITY INDEMNITEE USED BY THE CITY TO DESIGN, BUILD OR OPERATE THE CITY'S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A DIRECT RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH CITY INDEMNITEE.
- C. OPERATOR MAY SUBCONTRACT SUCH OF ITS WORK HEREUNDER AS MAY, IN OPERATOR'S OPINION, BE DESIRABLE, SUBJECT TO THE CITY'S RIGHTS AS SET FORTH BELOW. HOWEVER, SUCH SUBCONTRACTING SHALL NOT RELIEVE OPERATOR OF ANY OF ITS OBLIGATIONS OR LIABILITIES HEREUNDER, AND SUBCONTRACTORS SHALL BE CONSIDERED TO BE EMPLOYEES OF OPERATOR WITH OPERATOR RETAINING RESPONSIBILITY FOR SUCH SUBCONTRACTORS' PERFORMANCE. SUBCONTRACTORS OR SUPPLIES EMPLOYED OR UTILIZED BY OPERATOR SHALL HAVE NO RECOURSE AGAINST CITY FOR ANY SERVICES RENDERED OR CHARGES INCURRED ON BEHALF OF OPERATOR AND OPERATOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS, ATTORNEYS' FEES AND COURT COSTS INCURRED AS A RESULT OF CLAIMS MADE BY SUCH SUBCONTRACTORS OR SUPPLIERS. THE CITY RESERVES THE RIGHT TO DIRECTLY EMPLOY SUBCONTRACTORS FOR CERTAIN OPERATION AND AND/OR MAINTENANCE SERVICES. OPERATOR SHALL RECEIVE NO COMPENSATION PURSUANT TO SECTION 2.04 (FL HEREIN AND SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTOR.

- D. Operator Agrees To Exercise Reasonable Diligence And Good Business Practices In The Operation And Maintenance Of The Facilities. Operator Will Be Liable For Any Direct Or Indirect Loss, Or Damages Resulting From The Diminution Or Interruption Of Service Within The Facilities And Utility System That Is Caused By Or Results From Either Directly Or Indirectly, The Improper Or Inadequate Operation Of The Facilities By Operator, Or The Intentional, Willful, Reckless, Or Negligent Acts, Omissions Or Other Operations By Operator, Or Its Employees, Representatives, Agents Or Subcontractors. However, It Is Understood And Agreed That Operator Is Not Otherwise Responsible For The Adequacy Or Quality Of The Water Supply Provided Or The Failure Of The Facilities To Meet State Or Federal Standards.

V. TERM AND TERMINATION

5.01 - TERM AND TERMINATION

This Agreement shall be and remain in effect for a period of one (1) year and shall continue thereafter from year to year, subject, however, to termination by either party hereto at any time, without cause, by providing thirty (30) days advance written notice to the other party. Provided, however, that either party may terminate this Agreement immediately for substantial failure to perform upon giving written notice to the other party of such failure to perform and the allowance of a reasonable period for curing such non-performance. In the event this Agreement is terminated, all billing cards, meter reading records, billing and collections forms, and any other forms or materials pertaining to the billing and collection of accounts of any customer of City of La Marque shall be furnished by Operator to City of La Marque without any additional costs to City of La Marque. In the event of termination, City of La Marque shall pay Operator compensation pursuant to this Agreement up to the date of termination (prorated for less than a full month, if necessary) and any unpaid expenses of Operator incurred pursuant to this Agreement. It is further understood by both parties hereto that any action or decision by any government unit or agency which has any effect upon the requirements of this Agreement, in part or in total, may be cause for immediate renegotiation of this Agreement.

VI. MISCELLANEOUS

6.01 - CITY OF LA MARQUE'S REPRESENTATIONS

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

6.02 - INDUSTRIAL AND HAZARDOUS WASTES

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

6.03 - SPECIFICATIONS AND WARRANTIES

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

6.04 - FORCE MAJEURE

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

6.05 - ASSIGNABILITY

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

6.06 - MODIFICATION

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

6.07 - RECORDS

Operator shall maintain all City of La Marque records in accordance with sound business practices, and all rules, regulations and records retention schedules adopted thereunder.

6.08 – INDEPENDENT CONTRACTOR; GOVERNING LAW

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

6.09 – NOTICE

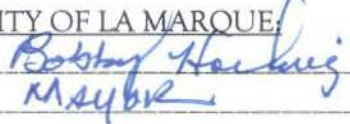
Whenever under the provisions of this Agreement notice is required to be given, such notice shall be given in writing by registered mail and addressed to the party for whom intended at its' then address of record, and such notices shall be deemed to have been given when the notice was thus mailed. The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

OPERATOR:

Precision Utility, LLC
P.O. Box 5794
Katy, TX 77491



CITY OF LA MARQUE:

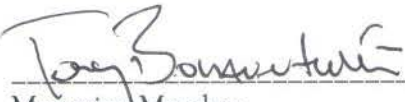




SIGNATURE PAGE

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

PRECISION UTILITY, LLC:

By: 
Managing Member
Precision Utility, LLC

CITY OF LA MARQUE:

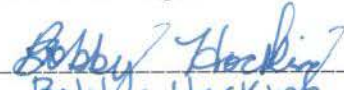
By: 
Name: Bobby Hocking
Title: MAVDR

EXHIBIT "A"
MONTHLY BASE FEE

The monthly base fee is pursuant to mutually agreed upon "Scope of Work" Established by Precision Utility and The City of La Marque: Operate Water Production Facilities, Sanitary Sewer Lift Stations, and the Wastewater Treatment Plant: \$7800

SCHEDULE OF STANDARD RATES

The following is a list of Service Provider charges showing the current hourly rate schedule:

Labor and Equipment	REGULAR TIME	OVERTIME
Officer	\$125.00	\$125.00
Environmental Compliance	\$105.00	\$105.00
Supervisor Foreman	\$65.00	\$97.50
Environ. Compl. Assist	\$60.00	\$60.00
Certified Operator	\$45.00	\$ 67.50
Clerical	\$45.00	\$67.50
Technician	\$65.00	\$ 97.50
Laborer	\$35.00	\$ 52.50
Vehicle	\$18.00	\$ 18.00
Backhoe Rig & Crew	\$195.00	\$ 225.00
Materials & Supplies	Cost + 10%	N/A
Rental Equipment	Cost +10%	N/A

EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES

The following is a list of Service Provider charges showing the current set fee schedule:

SET FEES / MISC	REGULAR TIME	OVERTIME
5/8 x 3/4 Residential Water Tap	New Construction \$500 Existing Bid	
Irrigation Tap	Bid	
Commercial Tap	Bid	
Residential Inspections: Pre Final	\$40.00	Re Inspect \$40.00
All Other Sewer Tap Inspection	Bid	
Residential Sewer Inspections	\$50.00	Re Inspect \$40.00
Replace / Test Meter + Brass	\$45.00	
Turn Off / Turn On	\$25.00 Each	
Meter Pull / Re Install	\$35.00 Each	
Residential CSI	\$60.00	

Commercial CSI	Bid	
Backflow Prevention	Cost + 10%	
Meter Re-Reading	Time & Material	N/A
Grease Trap Inspection With Report	\$25 Each	N/A
Customer Service Agreement Transfers	\$5.00	N/A
Per Connection Fee	\$3.00	N/A
Bi Monthly	\$2.50	

**EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES**

The following is a list of Service Provider charges showing the current set fee schedule:

Administration	REGULAR TIME	OVERTIME
Copies	\$0.15	
Faxes	\$2.00	
Envelopes	\$0.15	
Stationary	\$1.40	
Postage	Direct Pass Thru	
Record Storage	\$64.00	
Commercial Per Connection Charge - every 10K Gallons	\$3.00	
Bi Monthly	\$2.50	
Collection for Extra Line Items	\$0.30	
Door Tags Letters	\$10.00	

Outside contractors billed at cost + 10% | Direct Bill. Overtime rates of time and one-half will apply for work performed before 8:00 a.m. and after 5:00 p.m., and on weekends and holidays (excludes base operations). Overtime rates shall not apply to equipment. Holidays are New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve day and Christmas Day

PROFESSIONAL SERVICES AGREEMENT

WATER SUPPLY AND WASTEWATER TREATMENT PLANT, WATER DISTRIBUTION, SANITARY SEWER COLLECTION AND DRAINAGE SYSTEMS

THIS AGREEMENT, entered into this 8th day of October, 2018 ("Effective Date") by and between City of La Marque, and PRECISION UTILITY, LLC, a Texas limited liability company, having its principal place of business at 9419 Lamkin Road, Houston, Texas 77049 (hereinafter sometimes referred to as the "Operator").

WHEREAS, City of La Marque presently owns or shall acquire water supply facilities, wastewater treatment facilities, a water distribution and sanitary sewer collection system, and drainage facilities, (hereinafter sometimes referred to as "Facilities"), located on property dedicated to the City of La Marque or to be acquired by the City of La Marque; and

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that

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

I. GENERAL

1.01- GENERAL GOAL

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

1.02 - DEFINITIONS

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

- A. "OPERATION" shall consist of furnishing all of the necessary personnel, services, tools, equipment, materials, supplies and transportation in order to provide efficient operation of the Facilities. Operation shall include, but shall



not be limited to, providing the necessary service in (1) the efficient distribution of water from the City of La Marque's water supply plant through its water distribution system, and/or (2) the efficient collection and movement of normal domestic sewage discharged into the City of La Marque's sewage collection system.

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

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

II. SCOPE OF WORK

2.01 - BASIC SERVICES

During the term of this Agreement, Operator shall perform the following basic services:

A. GENERAL

1. Operator shall operate and maintain the Facilities in a proper and workmanlike manner. Operator agrees to operate and maintain the Facilities in accordance with all applicable laws, permits, rules and regulations.
2. Operator shall be responsible for operating and maintaining the Facilities in accordance with the O & M Manual.
3. Operator shall arrange for and supervise all testing required by all regulatory agencies and applicable laws, permits and regulations and shall arrange for any regularly scheduled reports as required by any regulatory agencies and any applicable laws, permits and regulations.
4. Operator shall render a condensed monthly operating report to City of La Marque which shall include at least the following information:
 - a) Any abnormal change in condition of City of La Marque's equipment, necessary repairs and any recommendations as to the repair or replacement of such equipment;
 - b) Any damage to the Facilities and the possible causes thereof, including any



insurance claims filed on behalf of City of La Marque. In instances where the damage may be attributable to any contractor, builder, corporation, utility company or other person, Operator shall back charge the party responsible for such damage and report it to the City of La Marque;

- c) The number of gallons of water billed to City of La Marque's customers, along with the numbers of gallons pumped from the City of La Marque water plant and a comparison of water volume produced to the Ground Water Conservation District Permit holder;
 - d) Copies of monthly testing reports, if requested by the City of La Marque and correspondence to regulatory authorities, if appropriate.
- 5. Operator shall provide at least one fully qualified and competent operator to directly operate the Facilities. The person so provided shall have a Texas certification as required by the regulatory agencies.
 - 6. Operator shall maintain a twenty-four (24) hour telephone access number.
 - 7. Operator shall promptly notify City of La Marque's Representative of any condition known to Operator, which adversely affects the quality of water supply, wastewater collection or treatment, drainage or City of La Marque's compliance with all current permits or regulations.
 - 8. Operator shall render City of La Marque all reasonable assistance in the promotion of good relations with City of La Marque's customers.
 - 9. Operator shall routinely order and arrange for delivery of inventory items listed in the O & M Manual, expendable supplies, and other necessary supplies.
 - 10. Operator shall provide a representative to attend City of La Marque meetings as requested; said representative shall be familiar with the operations in City of La Marque's facilities.
 - 11. Operator shall provide operations and maintenance cost data available to City of La Marque's Bookkeeper for use in budget comparison.
 - 12. Operator shall maintain such information and reports as may be required for audit of City of La Marque's accounts and shall make same available to City of La Marque's auditor during regular business hours.
 - 13. Operator shall visually inspect and flow all the flushing valves within City of La Marque's facilities semiannually and submit a written status report to City of La



Marque and any fire department designated by City of La Marque.

14. Operator shall perform an ongoing manhole inspection program. This inspection shall include a visual inspection of the top of the manhole and the surrounding area (for depressions) and a visual inspection of the inside of the manhole as accessible from the top. Each manhole will be inspected on an as needed basis with subsequent reports to City of La Marque.
15. Operator shall inspect each water distribution valve on an as needed basis with subsequent reports submitted to the City of La Marque. This inspection shall include a visual inspection of the valve riser and cap as well as the utilization of a valve key to check valve operating nut accessibility and operability.

B. WATER SUPPLY PLANT

1. Operator shall maintain an operating log at City of La Marque's water supply plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the water supply plants routinely and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the water supply plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

C. WASTEWATER TREATMENT PLANT

1. Operator shall maintain an operating log at City of La Marque's Wastewater Treatment plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the wastewater plant the required number of days that are specified in the sewer plant permit and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the wastewater treatment plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

D. SLUDGE TREATMENT AND DISPOSAL



1. Operator shall routinely draw sludge from the City of La Marque's wastewater treatment plant to maintain the average sludge age and optimum concentrations.
2. In the event that extraordinary sludge hauling is required, sludge shall be processed from the facilities by others or by the Operator in a manner and at a cost to be agreed on from time to time by the parties hereto.

E. WATER DISTRIBUTION, SANITARY SEWER COLLECTION SYSTEMS

1. Operator shall be responsible for the installation of water taps, setting meters and meter boxes, the minor adjustment of meter boxes, reading water meters, the billing and collecting of tap fees, sewer inspection fees, deposits, water and sewer service charges and back charges, all in accordance with the City of La Marque's Rate Order, as amended from time to time. (Operator shall be compensated for said work according to rate schedule, attached hereto as Exhibit "A") Operator shall provide all the necessary personnel in order to read meters, mail statements to customers, collect and deposit revenues and provide customary accounting and office services. Operator shall cause all water taps to be made in accordance with a plat map or other written instructions from the City of La Marque's Representative.
2. Operator shall perform or cause to be performed a daily, weekly, monthly and yearly routine and preventive maintenance program as required to keep the facilities operational and in compliance with the regulatory authorities.
3. Operator shall at least monthly, patrol City of La Marque in order to observe and take corrective action regarding leaks, defects, damaged and missing equipment. Operator shall establish an inspection program in order to examine each sanitary manhole and each water main valve. Minor repairs or debris removal shall be performed immediately. (Operator shall be compensated for said inspections and repairs according to rate schedule, attached hereto as Exhibit "A".)
4. Operator shall report all damages to the City of La Marque Facilities. In the event that, in the Operator's opinion, foreseeable damage could occur, Operator shall report such opinion to City of La Marque Representative immediately and shall attempt to comply with the City of La Marque's policy governing control of damages to City of La Marque Facilities and to prevent others from causing additional damage. In those instances, in which damage is discovered, Operator shall diligently attempt to ascertain the causes therefore and report it in the monthly report.

2.02 - REPAIR OR REPLACEMENT: EMERGENCY RESPONSE



Operator shall provide routine repair or replacement when necessary. Operator shall provide Extraordinary Repair and Replacement when necessary, provided that Operator shall obtain advance approval of City of La Marque's Representative before providing any parts, equipment or extraordinary repair or replacement with an estimated repair cost of over \$1,000.⁰⁰, and Operator shall be additionally compensated therefore in accordance with Section 3.04, herein.

In the event that a repair or replacement is urgently necessary to prevent damage to life, property, or for concerns related to public health and if the Operator has diligently attempted to contact the City of La Marque's Representative in advance, the Operator shall cause such repairs to be performed at once. Such repairs or replacement and the charges for parts and equipment so utilized shall be at the City of La Marque's expense. Prior authorization shall not be necessary, provided that the Operator shall use its best efforts to minimize the cost thereof and provided that the Operator contacts the City of La Marque's Representative at the earliest possible opportunity thereafter.

Operator shall maintain personnel and equipment for emergency response twenty-four (24) hours per day, seven (7) days per week, and 365 days per year. Emergencies shall include but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewer collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by City of La Marque or its representative or response to insistent resident concerns when necessary to maintain good relations with the City of La Marque.

2.03 - SPECIAL SERVICES

In addition to basic services, Operator may be requested from time to time to perform special services such as conducting inventories and preparing reports in addition to reports required by various regulatory agencies and any other special services requested by City of La Marque or any of the City of La Marque's other consultants. Special service shall be at City of La Marque's expense based on estimates received from Operator and approved by City of La Marque.

City of La Marque's Representative may request that certain additional operation and maintenance procedures be followed in addition to the O & M Manual. From time to time, the City of La Marque's Representative shall prepare any and all suggested O & M Manual material which he shall deem necessary for the proper operation and maintenance of the facilities and shall submit same to City of La Marque and Operator. Thereupon, Operator shall calculate any additional cost of compliance with said material and shall present same to City of La Marque for approval.

2.04 - MODIFICATIONS TO CITY OF LA MARQUE FACILITIES

City of La Marque will provide Operator written notice of additions, deletions or other modifications to the Facilities, which are not proposed to be made by the Operator. In the event any such modification amounts to substantial change in the type or extent of the facilities or would

materially increase Operator's cost in performing its obligations hereunder, Operator shall provide City of La Marque with written notice of the additional costs of operation and maintenance resulting from the proposed modification; and if efforts to renegotiate this Agreement to absorb any additional operating cost are not successful, either party may terminate this Agreement upon thirty (30) days advance written notice.

2.05 - CITY OF LA MARQUE'S RESPONSIBILITIES

The payment for cost of all supplies, electricity, gas and other utility services utilized in connection with the operation and maintenance of Facilities and all modifications, extensions, expansions or structural changes to the Facilities shall be the direct responsibility of the City of La Marque.

III. COMPENSATION TO OPERATOR

3.01 - COMPENSATION TO OPERATOR

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

3.02 - COMPENSATION POLICIES

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

3.03 - BILLING AND PAYMENT

Unless otherwise agreed upon in writing during the initial or any renewal terms of this Agreement, Operator will submit prior to City of La Marque's regularly scheduled meeting, a statement to City of La Marque's bookkeeper or City of La Marque's Representative reflecting charges for the previous billing period in accordance with this Agreement. Said invoice shall include an itemization of all amounts requested for payment during the billing period, with supplementary invoices attached thereto, if requested by the City of La Marque. Said invoices shall include the date, price and description of all items purchased and the rate per category and description of the nature of all labor and equipment utilized. If the invoice is approved by the City of La Marque's bookkeeper or City of La Marque Representative, then such invoice shall be due and payable on the date of said meeting, provided, however, that any such invoice shall not preclude the withholding of approval of any additional items by the Board of Directors of City of La Marque at said meeting. In the event City of La Marque or City of La Marque's Representative withholds approval on any item or items in the invoice, the City of La Marque's Representative shall notify Operator at least on day in advance of said meeting. Any dispute involving payment of any item or items on the statement shall be resolved by City of La Marque, subject to any legal or equitable remedy available to Operator. Payment of said item or items by City of La Marque shall not be unreasonably withheld. Operator however shall be entitled to payment of the balance of said statement in the event that payment of any item or items in the statement are withheld pending resolution of a dispute. If the City of La Marque fails to make payment under this Agreement to the Operator of any undisputed sum named in any partial or final statement, when the payment is past due more than fifteen (15) days and has not been lawfully contested by the City of La Marque, City of La Marque shall pay to the Operator in addition to the undisputed sum shown as due by such statement, interest thereon at a rate of ten percent (10%) per annum, until fully paid. Interest shall not accrue on any disputed sum(s) unless said sum(s) remain unpaid for more than fifteen (15) days following resolution of dispute.

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

All materials and supplies purchased by the Operator are purchased on behalf of the City of La Marque and are labeled as the City of La Marque's property. The title to the purchased materials and supplies passes to the City of La Marque before such goods are used.

3.04 - ADDITIONAL COMPENSATION

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

Section 2.02 herein. Operator shall receive the following additional compensation;

- A. For performance of Extraordinary Repair and Replacement specified in section 2.02 herein. Unless specifically noted otherwise, all labor required for the performance of duties listed shall be considered Routine Repair and Replacement;
- B. For purchase of inventory items, expendable supplies, chemicals, parts, equipment or other replacement components of the Facilities, whether installed, repaired or replaced as Routine or Extraordinary Repairs and Replacements. City of La Marque shall pay Operator invoice amount plus ten percent (10%);
- C. For performance of special services as specified in Section 2.03, herein;
- D. For the cost of all testing required by all controlling agencies and applicable laws, permits and regulations as specified in Section 2.01 A (3), herein;
- E. For payment of subcontractors' invoices by Operator, City of La Marque shall pay Operator the subcontractors' invoice fees plus ten percent (10%);
- F. For any fees or assessments associated with the filing of any applicable regulatory requirements;
- G. For any reports or filings not currently required.

3.05 - CUSTOMER BILLING AND COLLECTIONS

- A. The Operator's billing and collection service shall insure that all funds of City of La Marque be kept separate and deposited to the City of La Marque's bank account at least monthly. The Operator shall pursue all delinquent accounts, including the forwarding of delinquent notices, as prescribed by the City of La Marque Rate Order.
- B. Operator recognizes that all sums of money which it collects on behalf of City of La Marque for water and wastewater services are public funds and are pledged to the payment of debts of the City of La Marque, and Operator agrees that all such moneys shall be deposited as provided herein in the named account without set-off, counter-claim, abatement or diminution.
- C. Operator shall read all meters connected to the City of La Marque's waterworks system once each month, and will provide monthly billing and collecting service to City of La Marque for water and sewer service charged to customers of City of La Marque's waterworks and sanitary sewer systems. Operator agrees to provide such monthly billing service within fifteen (15) days following the completion of the meter-reading period. Monthly bills shall include the date the meter was read. City of La Marque agrees that



IV. INSURANCE AND INDEMNIFICATION

- B. ADDITIONALLY, OPERATOR SHALL INDEMNIFY THE CITY INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE THAT ANYONE OR MORE OF CITY INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS AGAINST SUCH CITY INDEMNITEE ARISING OUT OF THE FAILURE OF OPERATOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR ANY SUBCONTRACTOR OF OPERATOR TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH OPERATOR'S OPERATION OF THE CITY'S FACILITIES UNDER THIS AGREEMENT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION OR REQUIREMENT WAS A DIRECT RESULT OF OPERATOR FOLLOWING THE EXPRESSED INSTRUCTION OF THE REPRESENTATIVES OF THE CITY. OPERATOR REQUIREMENT TO INDEMNIFY THE CITY INDEMNITEES IN THIS SECTION 4.02(B) SHALL NOT APPLY TO ANY CITY INDEMNITEE USED BY THE CITY TO DESIGN, BUILD OR OPERATE THE CITY'S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A DIRECT RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH CITY INDEMNITEE.
- C. OPERATOR MAY SUBCONTRACT SUCH OF ITS WORK HEREUNDER AS MAY, IN OPERATOR'S OPINION, BE DESIRABLE, SUBJECT TO THE CITY'S RIGHTS AS SET FORTH BELOW. HOWEVER, SUCH SUBCONTRACTING SHALL NOT RELIEVE OPERATOR OF ANY OF ITS OBLIGATIONS OR LIABILITIES HEREUNDER, AND SUBCONTRACTORS SHALL BE CONSIDERED TO BE EMPLOYEES OF OPERATOR WITH OPERATOR RETAINING RESPONSIBILITY FOR SUCH SUBCONTRACTORS' PERFORMANCE. SUBCONTRACTORS OR SUPPLIES EMPLOYED OR UTILIZED BY OPERATOR SHALL HAVE NO RECOURSE AGAINST CITY FOR ANY SERVICES RENDERED OR CHARGES INCURRED ON BEHALF OF OPERATOR AND OPERATOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS, ATTORNEYS' FEES AND COURT COSTS INCURRED AS A RESULT OF CLAIMS MADE BY SUCH SUBCONTRACTORS OR SUPPLIERS. THE CITY RESERVES THE RIGHT TO DIRECTLY EMPLOY SUBCONTRACTORS FOR CERTAIN OPERATION AND AND/OR MAINTENANCE SERVICES. OPERATOR SHALL RECEIVE NO COMPENSATION PURSUANT TO SECTION 2.04 (FL HEREIN AND SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTOR.

- D. Operator Agrees To Exercise Reasonable Diligence And Good Business Practices In The Operation And Maintenance Of The Facilities. Operator Will Be Liable For Any Direct Or Indirect Loss, Or Damages Resulting From The Diminution Or Interruption Of Service Within The Facilities And Utility System That Is Caused By Or Results From Either Directly Or Indirectly, The Improper Or Inadequate Operation Of The Facilities By Operator, Or The Intentional, Willful, Reckless, Or Negligent Acts, Omissions Or Other Operations By Operator, Or Its Employees, Representatives, Agents Or Subcontractors. However, It Is Understood And Agreed That Operator Is Not Otherwise Responsible For The Adequacy Or Quality Of The Water Supply Provided Or The Failure Of The Facilities To Meet State Or Federal Standards.

V. TERM AND TERMINATION

5.01 - TERM AND TERMINATION

This Agreement shall be and remain in effect for a period of one (1) year and shall continue thereafter from year to year, subject, however, to termination by either party hereto at any time, without cause, by providing thirty (30) days advance written notice to the other party. Provided, however, that either party may terminate this Agreement immediately for substantial failure to perform upon giving written notice to the other party of such failure to perform and the allowance of a reasonable period for curing such non-performance. In the event this Agreement is terminated, all billing cards, meter reading records, billing and collections forms, and any other forms or materials pertaining to the billing and collection of accounts of any customer of City of La Marque shall be furnished by Operator to City of La Marque without any additional costs to City of La Marque. In the event of termination, City of La Marque shall pay Operator compensation pursuant to this Agreement up to the date of termination (prorated for less than a full month, if necessary) and any unpaid expenses of Operator incurred pursuant to this Agreement. It is further understood by both parties hereto that any action or decision by any government unit or agency which has any effect upon the requirements of this Agreement, in part or in total, may be cause for immediate renegotiation of this Agreement.

VI. MISCELLANEOUS

6.01 - CITY OF LA MARQUE'S REPRESENTATIONS

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



6.02 - INDUSTRIAL AND HAZARDOUS WASTES

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

6.03 - SPECIFICATIONS AND WARRANTIES

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

6.04 - FORCE MAJEURE

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

6.05 - ASSIGNABILITY

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

6.06 - MODIFICATION

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

6.07 - RECORDS

Operator shall maintain all City of La Marque records in accordance with sound business practices, and all rules, regulations and records retention schedules adopted thereunder.



6.08 – INDEPENDENT CONTRACTOR; GOVERNING LAW

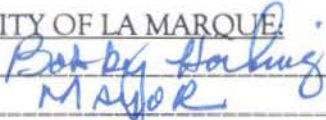
Operator is not an employee or subcontractor of City of La Marque, but serves City of La Marque as an independent contractor. This Agreement shall be governed by the laws of the State of Texas.

6.09 – NOTICE

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

OPERATOR:
Precision Utility, LLC
P.O. Box 5794
Katy, TX 77491

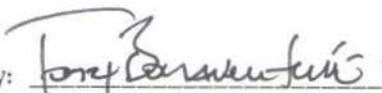


CITY OF LA MARQUE:

Mayor

SIGNATURE PAGE

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

PRECISION UTILITY, LLC:

By: 
Managing Member
Precision Utility, LLC

CITY OF LA MARQUE:

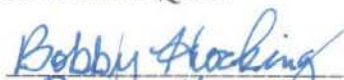
By: 
Name: Bobby Hocking
Title: Mayor

EXHIBIT "A"
MONTHLY BASE FEE

The monthly base fee is pursuant to mutually agreed upon "Scope of Work" Established by Precision Utility and The City of La Marque: Operate Water Production Facilities, Sanitary Sewer Lift Stations, and the Wastewater Treatment Plant: \$7800

SCHEDULE OF STANDARD RATES

The following is a list of Service Provider charges showing the current hourly rate schedule:

Labor and Equipment	REGULAR TIME	OVERTIME
Officer	\$125.00	\$125.00
Environmental Compliance	\$105.00	\$105.00
Supervisor Foreman	\$65.00	\$97.50
Environ. Compl. Assist	\$60.00	\$60.00
Certified Operator	\$45.00	\$ 67.50
Clerical	\$45.00	\$67.50
Technician	\$65.00	\$ 97.50
Laborer	\$35.00	\$ 52.50
Vehicle	\$18.00	\$ 18.00
Backhoe Rig & Crew	\$195.00	\$ 225.00
Materials & Supplies	Cost + 10%	N/A
Rental Equipment	Cost +10%	N/A

EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES

The following is a list of Service Provider charges showing the current set fee schedule:

SET FEES / MISC	REGULAR TIME	OVERTIME
5/8 x 3/4 Residential Water Tap	New Construction \$500 Existing Bid	
Irrigation Tap	Bid	
Commercial Tap	Bid	
Residential Inspections: Pre Final	\$40.00	Re Inspect \$40.00
All Other Sewer Tap Inspection	Bid	
Residential Sewer Inspections	\$50.00	Re Inspect \$40.00
Replace / Test Meter + Brass	\$45.00	
Turn Off / Turn On	\$25.00 Each	
Meter Pull / Re Install	\$35.00 Each	
Residential CSI	\$60.00	



Commercial CSI	Bid	
Backflow Prevention	Cost + 10%	
Meter Re-Reading	Time & Material	N/A
Grease Trap Inspection With Report	\$25 Each	N/A
Customer Service Agreement Transfers	\$5.00	N/A
Per Connection Fee Bi Monthly	\$3.00 \$2.50	N/A

**EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES**

The following is a list of Service Provider charges showing the current set fee schedule:

Administration	REGULAR TIME	OVERTIME
Copies	\$0.15	
Faxes	\$2.00	
Envelopes	\$0.15	
Stationary	\$1.40	
Postage	Direct Pass Thru	
Record Storage	\$64.00	
Commercial Per Connection Charge - every 10K Gallons Bi Monthly	\$3.00 \$2.50	
Collection for Extra Line Items	\$0.30	
Door Tags Letters	\$10.00	

Outside contractors billed at cost + 10% | Direct Bill. Overtime rates of time and one-half will apply for work performed before 8:00 a.m. and after 5:00 p.m., and on weekends and holidays (excludes base operations). Overtime rates shall not apply to equipment. Holidays are New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve day and Christmas Day





1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
October 8, 2018**

Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, October 8, 2018, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Regular Meeting to order at 6:00 p.m.

(2) ROLL CALL

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

OTHER OFFICIALS PRESENT:

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

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

(4) PRESENTATIONS/ PROCLAMATIONS

- a. Proclamation- Municipal Court Week - November 5-9, 2018
Mayor Hocking presented Municipal Court Judge Baker, City Marshall Russell Washington, Rosemary Bell, Municipal Court Clerk and Sheila Maya Deputy Court Clerk

(5) CITIZENS PARTICIPATION

1. Charles Williams shared his concerns of a property behind his home at 228 Splintered Arrow and his fence backs up to a vacant piece of property that hasn't ever been mowed and has bad mosquitoes.
2. Jerry Martinez addressed his objection to the rental registration program adopted by ordinance this past summer. He owns some rental property in La Marque and feels that the program places unnecessary burdens on property owners. He said he has a Property Manager and by doing so he is required by (TREC) Texas Real Estate Commission to maintain his property so that it is safe for the tenant and is



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required to make repairs as needed. He asked for Council to reconsider the Program

3. Leonard Payne said that he and his wife had inherited two houses on the same block that he lives on. "My daughter lives in one of these houses and I don't charge her a nickel rent, and I never intended to. She is going to inherit this property when I disappear. I don't think that it is right that the City done me another hundred bucks, when I am paying taxes on that property to begin with. There are members of this Council that don't pay property taxes in La Marque, but I (damn) sure do. If ya'll need more money, someone needs to get out and do some other law enforcement ordinance enforcement and collect on some of the revenue you are missing there. I do a lot of mowing around there and a lot of it is City right-of way that I cut. I can cut more right-of way than the City tractor does, when he is out just riding around." He continued and added that he worked for the city for over thirty years and that he knows the ordinances probably better than the people that are enforcing them. "I feel like the City is double dipping on me on the tax dollar. When they are asking me for another hundred dollars, for the rent houses, they are not rent houses, they belong to me, but nobody is paying rent. I pay the taxes every year. Now, if I gave it to my daughter today, it would probably be on the court house steps for sale in a year or two, because she wouldn't be paying the taxes, course Daddy would end up." He said he disagreed with the city charging this fee.

(6) CONSENT AGENDA

- a. Minutes of City Council for a Special meeting held on July 23, 2018 (5:00 p.m.)
- b. Minutes of City Council for the Regular meeting held on September 10, 2018
- c. Minutes of City Council for a Special meeting held on September 11, 2018
- d. Minutes of City Council for a Special meeting held on September 17, 2018
- e. Acceptance of a Proposal submitted by Ron Cox Consulting to conduct a search for a new City Manager for the City of La Marque
- f. Authorizing the Mayor to execute a letter to the La Marque Economic Development in regards to receiving revitalization funds for Galveston County match (\$1,000,000.00)
- g. Authorizing the Mayor to execute a letter to the La Marque Economic Development Corporation in regards to receiving funds for TxDOT infrastructure enhancements (\$60,000.00)
- h. Discussion/possible action regarding authorizing the City Manager to negotiate a sponsorship agreement with People Generation for Magical Winter Lights 2018 in an amount not to exceed \$40,000.00.
- i. Discussion/possible action regarding the approval of a three (3) year agreement between the City of La Marque and the La Marque Police Association beginning October 1, 2018 and ending on September 30, 2021.
- j. Adopting Resolution No. R-2018-0025 in Recognition of Municipal Court Week November 5-9, 2018.



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Mayor Hocking pulled items "f" and "g" to explain. "Basically, what item f is, the La Marque EDC has a Revitalization Fund and they have offered to match the Galveston County match, so for the road bonds, that were passed by the officials. This will need to go before the EDC Boards, but they are willing to match the County's one million, so, instead of 1.3 million for roads, we would get 3.7 for roads. Item "g", is for a consulting fee so that when the new overpasses go in, this will go towards the logo and stamps and really recognize our City."

- ** Mayor Pro-Tem Bell made a motion to approve the Consent agenda.
- ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

(7) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2018-0012**, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765.

Mayor Hocking closed the Regular Meeting and opened the Public Hearing at 6:14 p.m.

No one spoke.

Mayor Hocking closed the Public Hearing and reconvened the Regular Meeting at 6:15 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2018-0012**, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765 **THIS IS THE SECOND AND FINAL READING**

- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2018-0012.
- ** Councilwoman seconded. **MOTION CARRIED UNANIMOUSLY**

(9) AGREEMENTS/CONTRACTS

- a. Discussion/possible action authorizing the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing



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upon execution, and expiring September 30, 2019, in return for payment in the amount of twenty-two thousand five hundred dollars and no cents (\$22,500.00).

- ** MAYOR Pro-Tem Bell made a motion to authorize the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing upon execution, and expiring September 30, 2019, in return for payment in the amount of twenty-two thousand five hundred dollars and no cents (\$22,500.00).

- ** Councilwoman Mc Auliffe seconded. MOTION CARRIED UNANIMOUSLY.

- b. Discussion/possible action regarding approval of annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided, including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations, in the amount of \$12,708.00.

- ** Councilmember Michetich made a motion to approve the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided, including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations, in the amount of \$12,708.00.

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

- c. Discussion/possible action regarding approving a professional services agreement with Precision Utilities, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque in the amount of \$150,000.00.

- ** Councilmember Michetich made a motion to approve a professional services agreement with Precision Utilities, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque in the amount of \$150,000.00.

- ** Councilwoman Mc Auliffe seconded.

Mayor Pro-Tem Bell asked if there would be able to look at the current performance prior to contracting with a management company compared to our performance after, mostly in the area of expenditures and compliance history. Interim City Manager was going to look into this.

Interim Public Services Director, Mr. Deck Shaver commented, "The primary focus when hiring these folks is to have the required licenses and operators that TCEQ requires us to have. Under state regulations we are required to have either on



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staff or under contract the state licensed operators for the water and waste water services.”

MOTION CARRIED UNANIMOUSLY.

- d. Discussion/possible action regarding approval of the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,382,379.00 which includes Bond B in the amount of \$37,129.00 and Bond D in the amount of \$245,250.00.

** Councilwoman Mc Auliffe made a motion to approve the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,382,379.00 which includes Bond B in the amount of \$37,129.00 and Bond D in the amount of \$245,250.00.

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

(10) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2018-0013** approving a re-zone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main) **THIS IS THE FIRST READING.**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2018-0013.

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

- b. Discussion/possible action regarding Ordinance No. **O-2018-0014**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges **THIS IS THE FIRST READING.**

** Councilwoman Mc Auliffe made a motion to adopt Ordinance No. O-2018-0014.

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

- c. Discussion/possible action regarding authorizing the Police Department and the Municipal Court to finance the purchase of nine (9) marked patrol vehicles; eight (8) for the Police Department and one (1) for the City Marshal.



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- ** Councilwoman Mc Auliffe made a motion authorizing the Police Department and the Municipal Court to finance the purchase of nine (9) marked patrol vehicles; eight (8) for the Police Department and one (1) for the City Marshal
- ** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

(11) AWARD OF BIDS

- a. Discussion/possible action regarding the award of depository contract to Texas First Bank for a one-year term and an option to extend for one additional year.
 - ** Councilmember Michetich made a motion to award the depository contract to Texas First Bank for a one-year term and an option to extend for one additional year.
 - ** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**
- b. Discussion/possible action regarding award of Bid #LM 02-19 to Petroleum Traders Corporation for fuel in the amount of \$15,000.00, in differential costs.
 - ** Mayor Pro-Tem Bell made a motion to award Bid #LM 02-19 to Petroleum Traders Corporation for fuel in the amount of \$15,000.00, in differential costs.
 - ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**
- c. Discussion/possible action regarding award of Bid #LM 03-19 to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$30,800.00.
 - ** Mayor Pro-Tem Bell made a motion to award Bid #LM 03-19 to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$30,800.00.
 - ** Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**
- d. Discussion/possible action regarding award of Bid #LM 07-19 to CPR Services & Supplies dba MDN Enterprises for Water & Sewer Supplies in the amount of \$125,278.45.
 - ** Councilwoman Mc Auliffe made a motion to award Bid #LM 07-19 to CPR Services & Supplies dba MDN Enterprises for Water & Sewer Supplies in the amount of \$125,278.45.
 - ** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY.**
- e. Discussion/possible action regarding award of Bid #LM 01-19 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$ 65,000.00.
 - ** Councilmember Michetich made a motion to award Bid #LM 01-19 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$ 65,000.00.



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

- f. Discussion/possible action regarding award of Bid #LM 05-19 to Evoqua Water Technologies for Odor and Corrosion Control in the amount of \$178,200.00.

** Councilwoman Mc Auliffe made a motion to award Bid #LM 05-19 to Evoqua Water Technologies for Odor and Corrosion Control in the amount of \$178,200.00.

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

- g. Discussion/possible action regarding authorizing the City Manager to accept Texas Pride Utilities' proposal to perform emergency Sanitary Sewer manhole repairs at the 6th Street Lift station in the amount of \$64,300.00.

** Councilwoman Mc Auliffe made a motion to authorize the City Manager to accept Texas Pride Utilities' proposal to perform emergency Sanitary Sewer manhole repairs at the 6th Street Lift station in the amount of \$64,300.00.

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

- h. Discussion/possible action regarding approval of LJA Engineering's Proposal for Engineering Services for the City of La Marque Assessment and Feasibility Report for a 2.25 Million Gallon per Day (MGD) Wastewater Treatment Plant (WWTP) Expansion in the amount of \$135,925.00.

** Mayor Pro-Tem Bell made a motion to approve LJA Engineering's Proposal for Engineering Services for the City of La Marque Assessment and Feasibility Report for a 2.25 Million Gallon per Day (MGD) Wastewater Treatment Plant (WWTP) Expansion in the amount of \$135,925.00.

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

(12) APPOINTMENTS/NOMINATIONS

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

There were no appointments or reappointments.

(13) EXECUTIVE SESSION

There was no Executive Session

(14) REQUEST AND ANNOUNCEMENTS

Councilwoman Mc Auliffe stated October was her favorite month. Reported that she has witnessed persons helping each other in her district. It will be exciting to work with the consulting firm in search for a new City Manager. Wish all a happy Halloween.



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Reported Fall Sweep (City-wide cleanup) asked for volunteers. (November 3, 2018) from 8:00 to 4:00 p.m.

Councilmember Michetich said he was looking forward to good weather for Bayou Fest on October 20, 2018.

Mayor Hocking thanked all who participated in National Night Out. Wished all a great month of October.

(15) ADJOURNMENT

- ** Councilwoman Mc Auliffe made a motion to adjourn the Regular meeting at 6:33 p.m.
- ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Chaise Cary

Agenda item: 4h

Reviewed by: Charlene Warren

Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to approve the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of \$13,874.00

☒

ATTACHMENTS FOR REFERENCE

1. FY 2020-2021 Contract

STAFF BRIEFING:

- Annual agreement with Galveston County Health District, which provides inspection services, and responds to complaints generated by the public
- There are no changes from the previous year's agreement, and the expense is accounted for in the 2020-2021 budget
- The agreement provides for Health District employees to conduct inspections of commercial grease traps (twice a year) on a City-wide basis
- County also does "spot" inspections of municipal Wastewater Treatment Plant (WWTP) and a more "in-depth" annual inspection of the same
- Per the agreement, County responds to complaints received from residents/businesses and forwards grievances and resolutions to the City
- The annual agreement has increased \$807 since last year
- The City is provided with monthly updates
- Attorney and Finance Director have reviewed

HISTORY: N/A

TARGET IMPLEMENTATION: October 1, 2020

SIGNIFICANT ACTION DATES: N/A

Cost Details:	
Budgeted	\$15,000.00
Actual Bid	
Estimated Expenditure	\$13,874.00
Acct. Name(s)	Professional Fees
Line Item #	02-4040-24-00



CITY COUNCIL AGENDA FORM

ACTION:

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

Other Funding	
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STAFF'S RECOMMENDATION: Motion to approve annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of \$13,874.00

FISCAL IMPACT: \$13,874.00

Contractual Agreement
For the
City of La Marque

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

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

WITNESSETH

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

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

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

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

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

ARTICLE I

STATEMENT OF SERVICES

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

☒ **Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regard to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.
- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☒Source Inspections - Publicly Owned Treatment Works (POTW)

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

☒Source Inspections - Grease Traps

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.
- (11) The PERFORMING PARTY will immediately coordinate with the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and

substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ Sample Local Waterways (Surface Water Sampling)

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

ARTICLE II

REPORTING

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

A. Monthly Reports

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

B. Annual Reports

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

ARTICLE III

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

ARTICLE IV

EMPLOYEE TRAINING

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

ARTICLE V

COMPENSATION

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

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

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt of their quarterly statement. Final payment for services shall be due upon completion of these services.

ARTICLE VI

TERMINATION

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

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

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

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

ARTICLE VII

ASSIGNMENT AND SUBCONTRACTS

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

ARTICLE VIII

NOTICES

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

Attention: Chaise Cary
Public Works Director
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

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

Attention: Katie Wilson
Water Pollution Services Manager
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

ARTICLE IX

INSURANCE

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

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

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

ARTICLE X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

ARTICLE XI

REPRESENTATION

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

PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

ARTICLE XII

PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE XIII

GOVERNING LAW

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

ARTICLE XIV

LAWS AND ORDINANCES

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

ARTICLE XV

VENUE

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

ARTICLE XVI

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVII

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2020 and shall continue in full force until September 30, 2021, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

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

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF LA MARQUE

Kathy Barroso, CPA
Chief Executive Officer

Bobby Hocking
Mayor

Date

Date

Attachment A: Contract Pricing

City of La Marque October 1, 2020 – September 30, 2021			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	14,297	\$0.31	\$4,432
Wastewater Treatment Plant Inspection (Spot)	3	\$290	\$870
Wastewater Treatment Plant Inspection (CCI)	1	\$396	\$396
Source Inspections – Grease Traps	43	\$94	\$4,042
Surface Water Sampling (collect and lab testing)	6	\$689	\$4,134
Total			\$13,874



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Charlene Warren

Agenda item: 4i

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt a Citizen Participation Plan (CPP) for the CDBG-MIT program, for the City of La Marque

☒

ATTACHMENTS FOR REFERENCE

1. Citizen Participation

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
- CDBG-MIT infrastructure funds are competitive, and Round 1 will award grants from \$3 million up to \$100 million to 2015 Floods and Hurricane Harvey-impacted communities
- A professional grant administration service provider has been selected (GrantWorks) to assist with project applications and implementation
- One of the first steps necessary is to adopt a CPP

HISTORY: N/A

TARGET IMPLEMENTATION: September 14, 2020

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

Cost Details:

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



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt a Citizen Participation Plan (CPP) for the CDBG-MIT program, for the City of La Marque

FISCAL IMPACT: If grants are awarded, there will be a 1-percent (1%) match required

**THE CITY OF LA MARQUE
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK
GRANT MITIGATION (CDBG-MIT) PROGRAM**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office Community Development Block Grant Mitigation (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of La Marque, 1111 Bayou, La Marque, TX 77568, 409-938-9200 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project(s).

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the City Manager, at 1111 Bayou, La Marque, TX 77568 or may contact 409-938-9200.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;
3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-MIT funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-MIT funds
 - c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti-displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - Certified mail
 - Electronic mail or fax
 - First-class (regular) mail
 - Personal delivery (e.g., at a Council of Governments [COG] meeting)

PUBLIC HEARING PROVISIONS (IF APPLICABLE)

If a public hearing is scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
 - (a) The amount of CDBG-MIT funds available per application;
 - (b) The range of activities that may be undertaken with the CDBG-MIT funds;
 - (c) The estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - (d) The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.

2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
4. When a considerable number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Bobby Hocking, Mayor
City of La Marque

Date

LA CIUDAD DE LA MARQUE
PLAN DE PARTICIPACIÓN DEL CIUDADANO
TEXAS GENERAL LAND OFFICE (GLO) PROGRAMA DE MITIGACION (CDBG-
MIT) BLOQUE DE DESARROLLO COMUNITARIO

PROCEDIMIENTOS DE QUEJAS

Estos procedimientos de queja cumplen con los requisitos del Programa de Recuperación de Desastres (CDBG-MIT) y los Requisitos de Gobiernos Locales del Código de Regulaciones Federales (CFR §570.486). Los ciudadanos pueden obtener una copia de estos procedimientos en la ciudad de La Marque, 1111 Bayou. La Marque, TX 77568, 409-938-9200 (Teléfono) durante las horas de negocio.

A continuación se presentan los procedimientos formales de quejas y quejas en relación con los servicios prestados en el marco del proyecto (s) CDBG-MIT.

1. Una persona que tenga una queja o queja acerca de cualquier servicio o actividad con respecto al (los) proyecto (s) CDBG-MIT, si se trata de un proyecto (s) CDBG-MIT propuesto, en curso o terminado, presentar dicha queja o queja, por escrito al 1111 Bayou, La Marque, TX 77568 o puede llamar a 409-938-9200 (teléfono).
2. Una copia de la queja o queja será transmitida por el Administrador de la ciudad a la entidad que es el sujeto de la queja o queja y al Abogado de la ciudad dentro de los cinco (5) días hábiles después de la fecha de la queja o queja fue recibida .
3. El Administrador de la ciudad completará una investigación de la queja, si es factible, y proporcionará una respuesta escrita a tiempo a la persona que hizo la queja o queja dentro de diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por no. 3 anterior, la persona que hizo la queja o queja será notificada por escrito dentro de los quince (15) días cuando sea posible después de recibir la queja o queja original y detallará cuándo debe concluirse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior serán enviadas al programa CDBG-MIT para su revisión y comentario.
6. Si es apropiado, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otro idioma apropiado.

ASISTENCIA TÉCNICA

Cuando se le solicite, la ciudad proporcionará asistencia técnica a grupos que sean representativos de personas de ingreso bajo o moderado en el desarrollo de propuestas para el uso de fondos de CDBG-MIT. La ciudad, basado en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

La ciudad proporcionará un aviso público razonable, evaluación, examen y comentario sobre las actividades propuestas para el uso de fondos de CDBG-MIT. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particular por personas de ingresos bajos y moderados que residen en áreas de tugurios o áreas deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG-MIT que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT
 - c) el monto estimado de los fondos CDBG-MIT que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si procede, las actividades propuestas de CDBG-MIT que puedan resultar en desplazamiento y el plan de desplazamiento y deslocalización de la entidad
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado . Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - Correo certificado
 - Correo electrónico o fax
 - Correo de primera clase (normal)
 - Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA (SI ES APLICABLE)

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
 - a) La cantidad de fondos de CDBG-MIT disponibles por solicitud;
 - b) El rango de actividades que se pueden realizar con los fondos de la CDBG-MIT;

- c) El monto estimado de los fondos de CDBG-MIT propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
 - d) Las actividades propuestas de CDBG-MIT que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.
 3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas auxiliares o servicios si se ponen en contacto por lo menos dos días antes de cada audiencia.
 4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
 5. La ciudad puede conducir una audiencia pública vía webinar si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
 6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

Bobby Hocking, Alcalde
La ciudad de La Marque

Date



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Charlene Warren

Agenda item: 4j

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2020-0015**, authorizing the submission of an application for the Community Development Block Grant – Mitigation (CDBG-MIT) Hurricane Harvey grant programs administered by 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 for communities impacted by Hurricane Harvey
- 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
- A professional grant administration service provider has been selected (GrantWorks) to assist with project applications and implementation
- A resolution adopted by City Council is necessary to move forward with the application process
- Proposed application will be for funding up to \$30,000,000.00 for sewer improvements
- If awarded, the city must commit a matching contribution of up to \$300,000 (1% of award) may be required

HISTORY: N/A

TARGET IMPLEMENTATION: September 14, 2020

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2020-0015**, authorizing the submission of an application for the Community Development Block Grant – Mitigation (CDBG-MIT) Hurricane Harvey grant programs administered by the Texas General Land Office (GLO)

FISCAL IMPACT: If grants are awarded, there will be a 1-percent (1%) match required

RESOLUTION NO. R-2020-0015

A RESOLUTION OF THE CITY COUNCIL OF LA MARQUE, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) HURRICANE HARVEY HUD APPLICATION TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT PROGRAM

WHEREAS, the City of La Marque desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related to disastrous events, which represent a threat to the public health, safety and welfare; and

WHEREAS, it is necessary and in the best interests of to apply for funding under the CDBG-MIT Program;

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

SECTION 1. That a CDBG-MIT application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant-Mitigation.

SECTION 2. That the application be for up to **\$30,000,000** of grant funds to provide **sewer improvements**.

SECTION 3. That the Mayor is designated as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the CDBG-MIT Program.

SECTION 4. That the Mayor is designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.

SECTION 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 6. That contributing funds in the amount of **\$300,000** in cash are committed by the City of La Marque toward application activities.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2020.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Derra Purnell, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Charlene Warren

Agenda item: 4k

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2020-0016** authorizing the submission of an application for the Community Development Block Grant - Mitigation (CDBG-MIT) 2015 Flood grant programs administered by 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 for communities impacted by the 2015 Floods
- 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
- A professional grant administration service provider has been selected (GrantWorks) to assist with project applications and implementation
- A resolution adopted by City Council is necessary to move forward with the application process
- Proposed application will be for funding up to \$7,500,000.00 for sewer improvements
- If awarded, the city must commit a matching contribution of up to \$75,000 (1% of award) may be required

HISTORY: N/A

TARGET IMPLEMENTATION: September 14, 2020

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2020-0016**, authorizing the submission of an application for the Community Development Block Grant – Mitigation (CDBG-MIT) 2015 Flood grant programs administered by the Texas General Land Office (GLO)

FISCAL IMPACT: If grants are awarded, there will be a 1-percent (1%) match required

RESOLUTION NO. R-2020-0016

A RESOLUTION OF THE CITY COUNCIL OF LA MARQUE, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) 2015 FLOODING HUD APPLICATION TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT PROGRAM

WHEREAS, the City of La Marque desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related to disastrous events, which represent a threat to the public health, safety and welfare; and

WHEREAS, it is necessary and in the best interests of to apply for funding under the CDBG-MIT Program;

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

SECTION 1. That a CDBG-MIT application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant-Mitigation.

SECTION 2. That the application be for up to **\$7,500,000** of grant funds to provide **sewer improvements**.

SECTION 3. That the Mayor is designated as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the CDBG-MIT Program.

SECTION 4. That the Mayor is designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.

SECTION 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 6. That contributing funds in the amount of **\$75,000** in cash are committed by the City of La Marque toward application activities.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2020.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Derra Purnell, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Charlene Warren

Agenda item: 4I

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2020-0017**, designating the city attorney for certain purposes

X

ATTACHMENTS FOR REFERENCE

1. Resolution

STAFF BRIEFING:

- Former City Attorney Ellis Ortego retired effective September 8, 2019
- As an interim solution, City Council appointed Derra Purnell, formerly of Olson and Olson, as Acting City Attorney
- Ms. Purnell now serves as the City's Director of Legal and Development Services
- Ms. Purnell's duties under the resolution include providing legal advice to the City except when outside counsel has been retained for that purpose
- Megan Jones and Ashley Joyner have been serving as the City's attorneys for purposes of municipal prosecution and will continue to provide these services for the time being
- This resolution outlines a clear designation of responsibility for various legal services and complies with state law, but can be modified at a later date if needed without impacting Ms. Purnell's employment status or job description

HISTORY:

September 8, 2019 - City Attorney Ellis Ortego retired

TARGET IMPLEMENTATION: **September 14, 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	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2020-0017**, designating the city attorney for certain purposes

FISCAL IMPACT: N/A

RESOLUTION NO. R-2020-0017

A RESOLUTION OF THE CITY COUNCIL OF LA MARQUE, TEXAS DESIGNATING THE CITY ATTORNEY FOR CERTAIN PURPOSES

WHEREAS, the City of La Marque, Texas (the "City") is a home-rule municipality requiring legal services on a regular basis; and

WHEREAS, the City Council has determined that it is in the best interests of the City to have certain legal services provided to the City by an in-house attorney; and

WHEREAS, the City Council has also determined that it is currently in the best interests of the city to continue having certain legal services provided by outside counsel; and

WHEREAS, the City Council desires to provide a clear designation of responsibility for the various legal services received;

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

Section 1. Derra Purnell, Director of Legal and Development Services, is hereby designated as the City Attorney for the following purposes:

- 1) Legal research, analysis, advice and representation of the City when the requested or designated scope of work is not within the scope of work assigned to another attorney or law firm;
- 2) Coordination of insurance claims;
- 3) Coordination of and cooperation with outside counsel when authorized or requested by City Council or the City Manager to engage another attorney or law firm to provide legal services to the City; and
- 4) Legal representation of City boards, commissions and Tax Increment Reinvestment Zones, provided such representation does not constitute a conflict of interest with the ethical duties owed to the City.

This designation shall not include legal representation of the La Marque Economic Development Corporation except when specifically requested by the La Marque Economic Development Corporation Board of Directors and authorized by City Council.

Section 2. For purposes of Section 45.201 of the Texas Code of Criminal Procedure, Megan Jones is hereby designated as the City Attorney and Ashley Joyner is hereby designated as the Deputy City Attorney for the purpose of municipal prosecution.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2020.

CITY OF LA MARQUE, TEXAS

Bobby Hocking
Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Suzy Kou

Agenda item: 4m

Reviewed by: Charlene Warren/

Charles Jackson

Department: Finance

AGENDA ITEM DESCRIPTION: Consider recommendation to accept the quarterly investment reports for Second Quarter 2020

☒

ATTACHMENTS FOR REFERENCE

1. Investment Report-Second Quarter 2020

STAFF BRIEFING:

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

HISTORY: N/A

TARGET IMPLEMENTATION: N/A

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 accept the quarterly investment report for Second Quarter 2020

FISCAL IMPACT: N/A



City of La Marque, Texas

Quarter Ended **6/30/2020**

Detailed Holdings

TexPool Rate: 0.2165

Logic Rate: 0.626

DWS 0.0500

Fund	Fund Categories	Description	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	General Fund	Logic		0.6260			7,220,643.25	100.000	7,220,643.25	7,220,643.25	100.000	7,220,643.25	1	0.6260
General Fund	General Fund	TexPool		0.2165			685,943.42	100.000	685,943.42	685,943.42	100.000	685,943.42	1	0.2165
General Fund	General Fund	DWS		0.0500			354,410.95	101.000	354,410.95	354,410.95	100.000	354,410.95	1	0.0500
Utility Fund	Utility Fund	Logic		0.6260			3,550,829.99	100.000	3,550,829.99	3,550,829.99	100.000	3,550,829.99	1	0.6260
Utility Fund	Utility Fund	TexPool		0.2165			337,320.15	100.000	337,320.15	337,320.15	100.000	337,320.15	1	0.2165
Utility Fund	Utility Fund	DWS		0.0500			174,285.45	100.000	174,285.45	174,285.45	100.000	174,285.45	1	0.0500
Utility Fund	Utility Fund (Restricted)	Logic		0.6260			75,477.13	100.000	75,477.13	75,477.13	100.000	75,477.13	1	0.6260
Utility Fund	Utility Fund (Restricted)	TexPool		0.2165			7,170.14	100.000	7,170.14	7,170.14	100.000	7,170.14	1	0.2165
Utility Fund	Utility Fund (Restricted)	DWS		0.0500			3,704.65	100.000	3,704.65	3,704.65	100.000	3,704.65	1	0.0500
Replacement Fund	Replacement Fund	Logic		0.6260			318,703.76	100.000	318,703.76	318,703.76	100.000	318,703.76	1	0.6260
Replacement Fund	Replacement Fund	TexPool		0.2165			30,276.08	100.000	30,276.08	30,276.08	100.000	30,276.08	1	0.2165
Replacement Fund	Replacement Fund	DWS		0.0500			15,642.94	100.000	15,642.94	15,642.94	100.000	15,642.94	1	0.0500
Hotel Motel Fund	Hotel Motel Fund	Logic		0.6260			457,777.70	100.000	457,777.70	457,777.70	100.000	457,777.70	1	0.6260
Hotel Motel Fund	Hotel Motel Fund	TexPool		0.2165			43,487.76	100.000	43,487.76	43,487.76	100.000	43,487.76	1	0.2165
Hotel Motel Fund	Hotel Motel Fund	DWS		0.0500			22,469.11	100.000	22,469.11	22,469.11	100.000	22,469.11	1	0.0500
Debt Service	Debt Service Fund	Logic		0.6260			418,228.58	100.000	418,228.58	418,228.58	100.000	418,228.58	1	0.6260
Debt Service	Debt Service Fund	TexPool		0.2165			39,730.69	100.000	39,730.69	39,730.69	100.000	39,730.69	1	0.2165
Debt Service	Debt Service Fund	DWS		0.0500			20,527.92	100.000	20,527.92	20,527.92	100.000	20,527.92	1	0.0500
LM EDC Operating	LM EDC	Logic		0.6260			3,149,879.54	100.000	3,149,879.54	3,149,879.54	100.000	3,149,879.54	1	0.6260
LM EDC Operating	LM EDC	TexPool		0.2165			1,240,167.67	100.000	1,240,167.67	1,240,167.67	100.000	1,240,167.67	1	0.2165
LM EDC Operating	LM EDC	DWS		0.0500			653.36	100.000	653.36	653.36	100.000	653.36	1	0.0500
LM EDC Operating	LM EDC	Money Market		0.1500			35,815.22	100.000	35,815.22	35,815.22	100.000	35,815.22	1	0.1500
LM EDC Operating	LM EDC	Texas First	5177	1.3100	11/27/2019	11/27/2020	200,801.22	100.000	200,801.22	200,801.22	100.000	200,801.22	150	0.6000
LM EDC Operating	LM EDC	Amoco CD		2.1000	8/30/2019	8/30/2020	104,606.75	100.000	104,606.75	104,606.75	100.000	104,606.75	61	0.8000
LM EDC Operating	LM EDC	ACU CD		2.1780	8/31/2019	8/31/2020	100,000.00	100.000	100,000.00	100,000.00	100.000	100,000.00	62	1.0000
1998 TWDB Sewer Rehab	Capital Projects Fund	DWS		0.0500			163,864.23	100.000	163,864.23	163,864.23	100.000	163,864.23	1	0.0500
2005 CO	Capital Projects Fund	TexPool		0.2165			124,676.77	100.000	124,676.77	124,676.77	100.000	124,676.77	1	0.2165
2007 CO	Capital Projects Fund	TexPool		0.2165			391,030.99	100.000	391,030.99	391,030.99	100.000	391,030.99	1	0.2165
2016 CO	Capital Projects Fund	Logic		0.6260			487,468.55	100.000	487,468.55	487,468.55	100.000	487,468.55	1	0.6260
2018 CO	Capital Projects Fund	Logic		0.6260			2,419,634.53	100.000	2,419,634.53	2,419,634.53	100.000	2,419,634.53	1	0.6260
Special Revenue Funds	Special Revenue Fund	DWS		0.0500			13,179.45	100.000	13,179.45	13,179.45	100.000	13,179.45	1	0.0500
Special Revenue Funds	Special Revenue Fund	TexPool		0.2165			25,508.12	100.000	25,508.12	25,508.12	100.000	25,508.12	1	0.2165
Special Revenue Funds	Special Revenue Fund	Logic		0.6260			268,513.42	100.000	268,513.42	268,513.42	100.000	268,513.42	1	0.6260
Library Memorial	Fiduciary Fund	Logic		0.6260			2,886.61	100.000	2,886.61	2,886.61	100.000	2,886.61	1	0.6260
Drug Seizure	Fiduciary Fund	Logic		0.6260			1,282,364.14	100.000	1,282,364.14	1,282,364.14	100.000	1,282,364.14	1	0.6260
							23,787,680.24		23,787,680.24	23,787,680.24		23,787,680.24	3	0.5584

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of June 30, 2020 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Investment Officer, CPFIM



City of La Marque, Texas

Quarter ended 6/30/2020
Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	22,577,718.99	94.91%	1	0.573
MMKT	804,553.28	3.38%	1	0.054
CD	405,407.97	1.70%	105	0.750
	23,787,680.24	100.00%	3	0.558

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Texas First	200,801.22	0.84%	150	0.600
ACU CD	100,000.00	0.42%	62	1.000
Amoco CD	104,606.75	0.44%	61	0.800
Money Market	35,815.22	0.15%	1	0.150
DWS	768,738.06	3.23%	1	0.050
Logic	19,652,407.21	82.62%	1	0.626
TexPool	2,925,311.78	12.30%	1	0.217
	23,787,680.24	100.00%	3	0.558

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	8,260,997.62	34.73%	1	0.567
Utility Fund	4,062,435.59	17.08%	1	0.567
Utility Fund (Restricted)	86,351.92	0.36%	1	0.567
Replacement Fund	364,622.78	1.53%	1	0.567
Capital Projects Fund	3,586,675.07	15.08%	1	0.541
Hotel Motel Fund	523,734.57	2.20%	1	0.567
Debt Service Fund	478,487.19	2.01%	1	0.567
LM EDC	4,831,923.76	20.31%	10	0.528
Special Revenue Fund	307,200.98	1.29%	1	0.567
Fiduciary Fund	1,285,250.75	5.40%	1	0.626
	23,787,680.24	100.00%	3	0.558

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	23,586,879.02	99.16%
90 to 180 Days	200,801.22	0.84%
181 to 365 Days	-	0.00%
More Than 365 Days	-	0.00%
	23,787,680.24	100.00%



City of La Marque, Texas

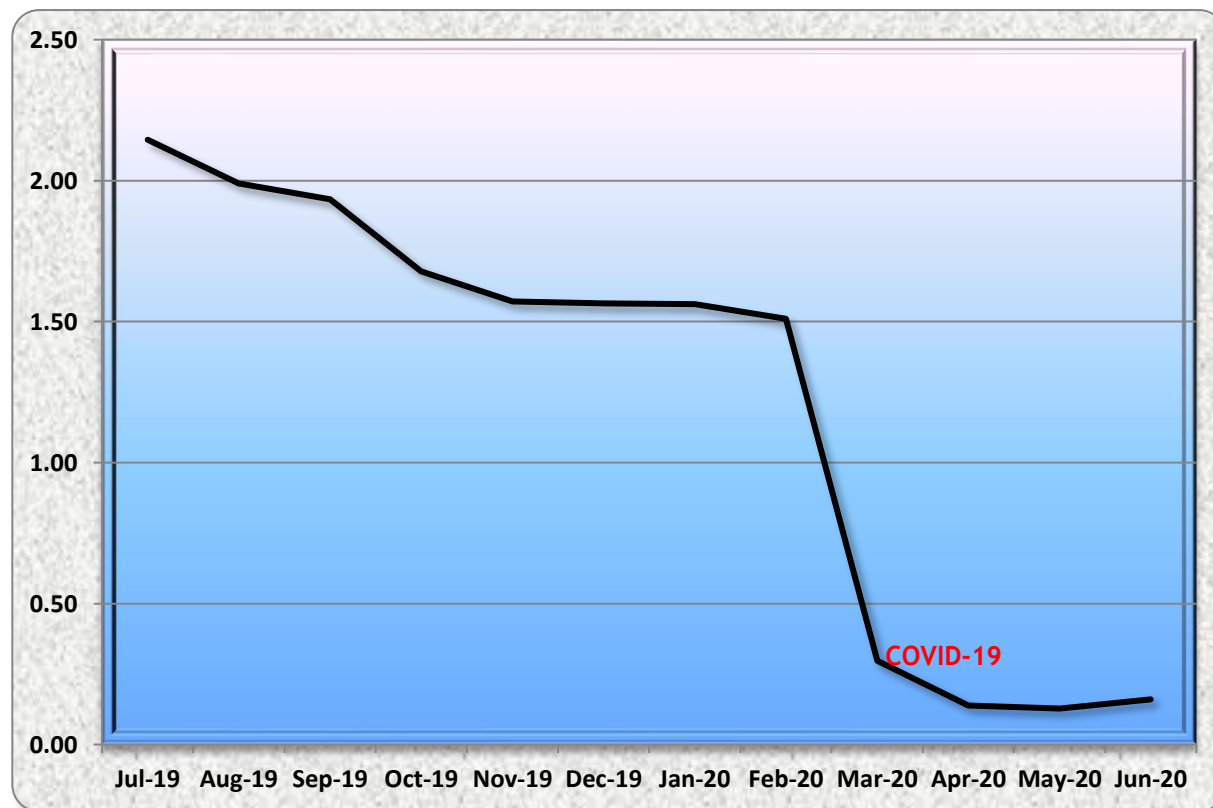
Summary Investment Report

For Period Ended 6/30/2020

Total Portfolio Summary			
	Current Quarter 6/30/2020	Prior Quarter 3/31/2020	Change From Prior
Book Value	23,787,680	26,317,785	-2,530,105
Market Value	23,787,680	26,317,785	-2,530,105
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	3 days	4 days	-1 days
Weighted Average Yield	0.56%	1.35%	-0.79%

Portfolio Performance Summary	
Beginning Book Value	26,317,785
Beginning Market Value	26,317,785
Beginning WAM	4 days <i>Liquidity measurement</i>
Ending Book Value	23,787,680
Ending Market Value	23,787,680
Change in market value	-2,530,105 <i>Volatility measurement</i>
Ending WAM	3 days <i>Liquidity measurement</i>
Period Average Yield	0.56%
Period Average Benchmark	0.14%

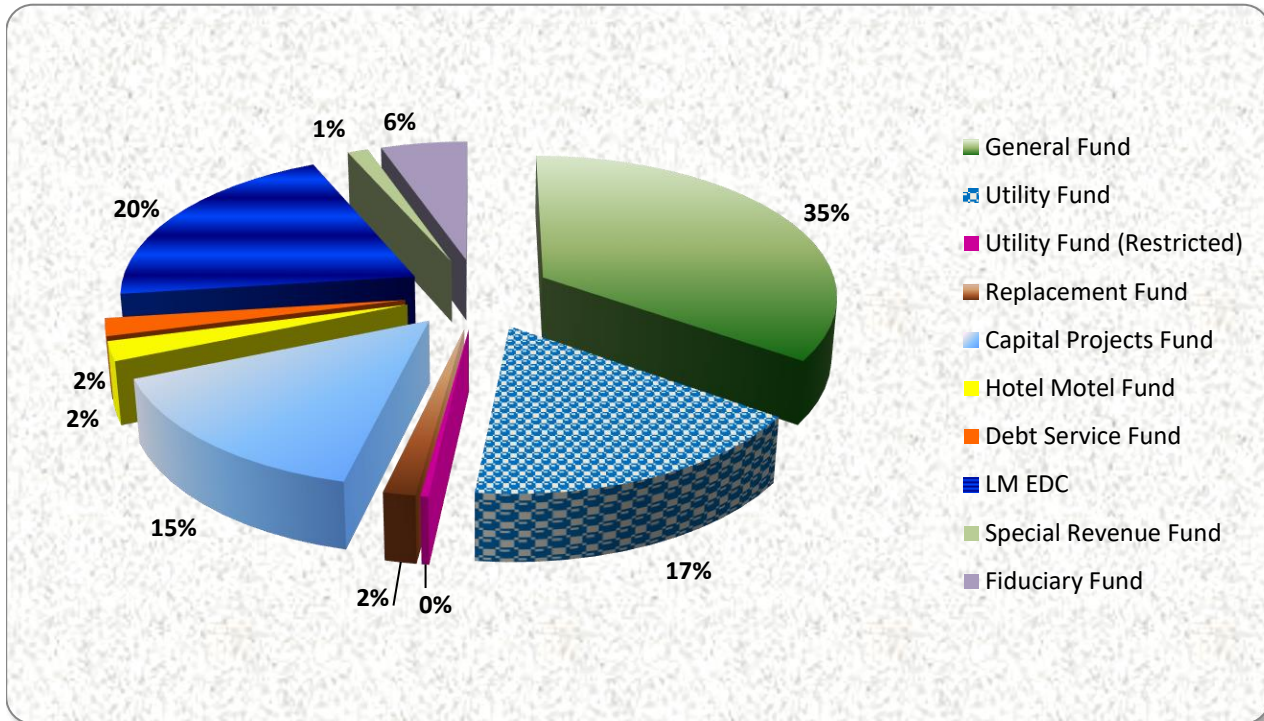
6-Month T-Bill Historical Trend





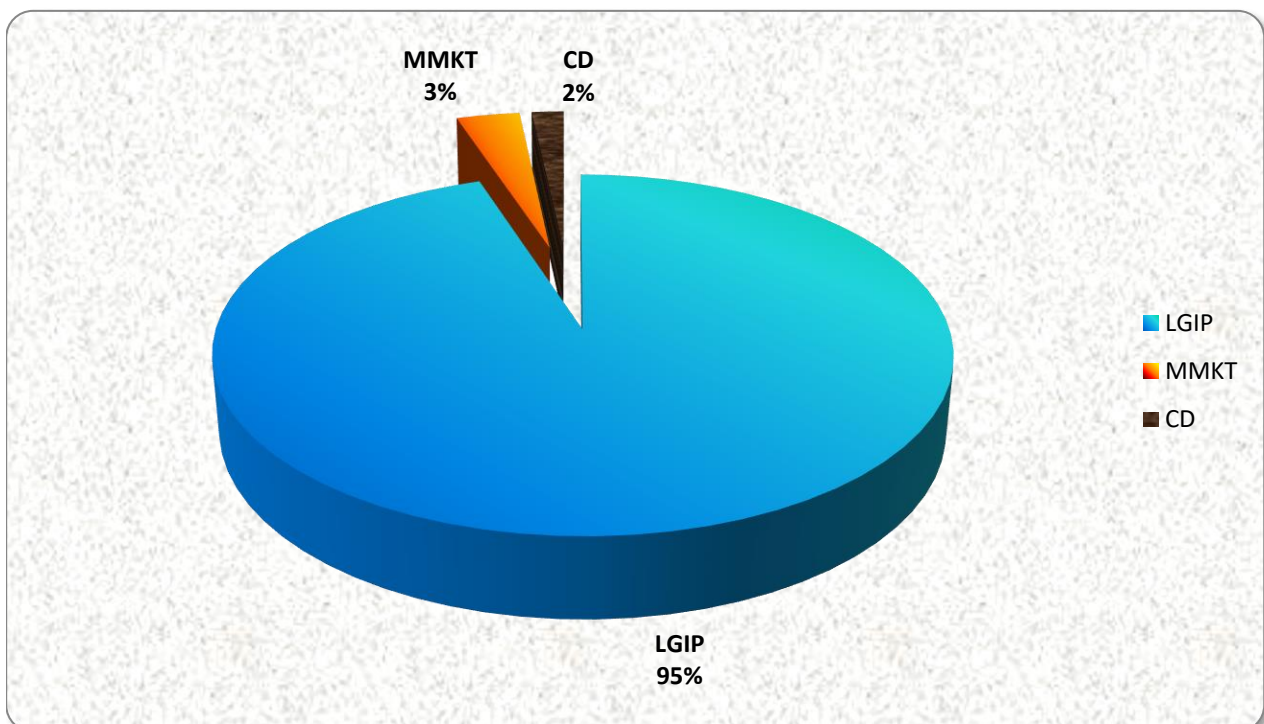
Investment Portfolio by Funds

As of 6/30/2020



Investment Portfolio by Types

As of 6/30/2020





CITY COUNCIL AGENDA FORM

Meeting Date: 9/14/2020

Prepared by: Suzy Kou

Agenda item: 4n

Reviewed by: Charlene Warren

Charles Jackson

Department: Finance

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2020-0018**, accepting the 2020 City of La Marque investment policy for investment of municipal funds per Public Funds Investment Act.

X

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Exhibit A-Investment Policy 2020

STAFF BRIEFING:

- Per Public Funds Investment Act of Texas, it is required that City Council review the City investment policy at least annually.
- No change to current policy.

HISTORY: Last reviewed and approved 9/17/2019

TARGET IMPLEMENTATION: September 14, 2020

SIGNIFICANT ACTION DATES: NA

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2020-0018**, accepting the 2020 City of La Marque investment policy for investment of municipal funds per Public Funds Investment Act.

FISCAL IMPACT: N/A

RESOLUTION NO. R-2020-0018

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, UPDATING THE CITY OF LA MARQUE INVESTMENT POLICY FOR THE INVESTMENT OF MUNICIPAL FUNDS; PROVIDING FOR AN EFFECTIVE DATE, AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, Chapter 2256 of the Texas Government Code requires the City Council to annually review its Investment Policy regarding the investment of City funds and funds under its control; and

WHEREAS, the City Council of the City of La Marque, Texas adopt its 2020 Investment Policy pursuant to Chapter 2256 Texas Government Code, Public Funds Investment Act;

WHEREAS, pursuant to the Public Funds Investment Act, the governing body of the City shall adopt a resolution stating it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies; and

WHEREAS, the 2020 Investment Policy, attached as Exhibit "A", has been reviewed and includes updates since the last adoption on September 17, 2019;

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

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

Section 2. Proceedings. That the 2020 City of La Marque Investment Policy, as updated, attached hereto as "Exhibit A" is hereby adopted as the investment policy of the City of La Marque, effective _____, 2020.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

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

PASSED, APPROVED and ADOPTED this the _____ day of _____, 2020.

CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Derra Purnell, City Attorney

Exhibit A

CITY OF LA MARQUE, TEXAS

AN INVESTMENT POLICY

Pursuant to Chapter 2256, Texas Government Code, Public Funds Investment Act; as amended by House Bill 2549 enacted by the 74th Texas Legislature:

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

TABLE OF CONTENTS

I.	Policy	(2256.005)*
II.	Scope	(2256.003)
III.	Objectives	(2256.005-b)
IV.	Investment Authority	(2256.005-f)
V.	Standards	(2256.006)
VI.	Internal Controls	(2256.005)
VII.	Authorized Investments	(2256.009)
VIII.	Prohibited Investments	(2256.009-b)
IX.	Reporting	(2256.023)
X.	Limitation of Personal Liability	
XI.	Diversification Strategy	(2256.005(b)(3)
XII.	Funds Strategy	(2256.005-d)
XIII.	Intent	
XIV.	Compliance	(2256.005-m)
XV.	Adoption	(2256.005-a,e)
	Exhibit A - Primary Dealers	
	Exhibit B - Broker/Dealer Certification	
	Glossary	

* Reference in parenthesis is to the Public Funds Investment Act.

CITY OF LA MARQUE, TEXAS

INVESTMENT POLICY

I. **Policy** -- It is the policy of the City of La Marque, Texas (the "City") to administer and invest its funds in a manner which will preserve the Principal and maintain the liquidity through limitations and diversification while meeting the daily cash flow requirements of the City. The City will invest all available funds in conformance with legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

II. **Purpose** – The purpose of this investment policy is to comply with all statutes governing the investment of the City's funds and Chapter 2256 of the Government Code ("Public Funds Investment Act"), which required the City to adopt a written investment policy regarding the investment of its fund and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III. **Scope** – The City will strive to earn a return on funds invested at the highest investment return possible after taking in consideration the primary goals of preservation of principal and liquidity of funds invested, consistent with the policy objectives described below. This investment policy applies to all financial assets and funds held by the City. It is also applicable to those monetary funds held in trust or safekeeping by the City eg. PID, La Marque Economic Development Corporation, or Employees Insurance Benefits Trust Fund. However this policy does not apply to the assets administered for the benefit of the entity by outside agencies under deferred compensation programs.

FUNDS INCLUDED The City's funds, which are pooled together and constitute the investment portfolio, include all financial assets of all funds managed by the City, including but not limited to receipts of tax revenues, charges for services, bond proceeds, interest incomes, loans and funds received by the City where the City performs a custodial function.

EDC FUNDS EDC funds were segregated from the City's pooled cash beginning January 2014 and shall comply to the same City investment policy under Chapter 2256 of the Public Funds Investment Act.

IV. **Objectives** --The investment policy of the City shall be governed by these primary objectives: safety, liquidity, and yield.

A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.

B. **Liquidity** - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

CITY OF LA MARQUE, TEXAS

INVESTMENT POLICY

- C. Yield** - The City shall avoid investment for speculation. Return on investment is of least importance compared to the safety and liquidity objectives described above and shall be expressed as **optimization of interest earnings**.
 - D. Public trust** from prudent investment activities.
- V. Investment Authority** -- Responsibility and authority to conduct investment transactions resides with Finance Administration pursuant to Article VIII, Section 8.25. INVESTMENTS, of the City Charter. The director of finance is designated as the Investment Officer with the authority and responsibility to conduct, record, and report all investment transactions, and maintain the operation of the investment program, as governed by this Investment Policy.
- A.** The investment officer shall exhibit prudence and discretion in the selection and management of securities. Skill and judgment shall be exercised in order that no individual or group or transactions undertaken would jeopardize the total capital sum of the overall portfolio. The City of La Marque shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The investment officer shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.
 - B.** The investment officer shall attend at least one training session relating to his/her responsibilities under this policy within 12 months after taking office or assuming duties and at least 10 hours once every two years thereafter. Training hereunder must include education in investment controls, security risks, strategy risks, market risks, and compliance with Chapter 2256 (T.G.C.)
 - C.** In keeping with sound accounting practice and to assure adequate internal controls, and in the event circumstances require timely action and the investment officer is not available, the investment officer may delegate to a designee to follow procedural responsibilities for the operation of the investment program consistent with this Policy.

No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the investment officer.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

- D. All investments made by the City will be made through either the City's Investment Officer or authorized securities broker/dealers. The use of brokers/dealers is encouraged to utilize their investment expertise, a method to obtain diversification and to gain an expanded market coverage.

Authorized securities dealer/broker shall be required to be classified as a "Primary Government Securities Dealer" reporting to the Market Reports Division of the Federal Reserve Bank of New York or; securities dealer may be considered authorized if they maintain a bona-fide clearing agent agreement with a primary dealer. This list is found as Exhibit "A" to this Policy. Dealers on this list are assumed to conduct business in a highly ethical and professional manner.

Coastal Securities is designated as an authorized broker/dealer.

Duncan-Williams, Inc. is designated as an authorized broker/dealer.

UBS Financial Services is designated as an authorized broker/dealer.

Every dealer with whom the City transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the investment program. The broker/dealer will be required to return a signed copy of the Certification Form certifying that the policy has been received and reviewed. (Exhibit "B")

The selection of investment instruments by dealer/broke will be on a competitive basis using a minimum of three (3) quotes.

VI. Standards -- To be observed.

- A. **Prudence** - The standard of prudence used by the City of La Marque shall be the "prudent person" and shall be applied in the context of managing the overall portfolio. The prudent person rule is restated below:

In acquiring, investing, reinvesting, exchanging, retaining, selling and managing property for any trust heretofore or hereafter created, the City of La Marque will exercise the judgment and care under the circumstances then prevailing which persons of prudence, discretion and intelligence exercise in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety for their capital.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

- B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.
- C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by this policy. Unless matched to a specific requirement, the investment officer may not invest more than 30% of the portfolio for a period greater than two (2) years. Unless matched to a specific requirement, the investment officer may not invest in any portion of the portfolio for a period greater than three (3) years.
- D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific issue, a specific issue size, with a specific issuer, in a specific maturity or in a specific class of securities. Risk of loss includes principal as well as potential investment income.
- Nevertheless, the City of La Marque recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. Also, it is intended that investments in all funds shall be managed in such a way that any market price losses resulting from interest-rate volatility shall be offset by income received from the balance of the portfolio during a 12-month period.
- C. **Yield** - The core of investment are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments will be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.
- D. **Weighted Average Maturity** – The portfolio shall carry a weighted average maturity for any quarter to be no more than 90 days.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

- G. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of La Marque shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, cusip number, yield and/or coupon, and other pertinent information. Each safekeeping receipt will clearly indicate that the instrument is held for the City of La Marque. All safekeeping arrangements shall be designated by the investment officer; said agreement to be documented.

All investment transactions shall be executed on a delivery vs. payment basis; to ensure the securities are deposited in the eligible financial institutions prior to the release of funds.

- H. The investment officer shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this investment policy. Those authorized to conduct the operation of the investment program shall be bonded.

- VII. **Internal Controls** -- The investment officer is responsible for establishing and maintaining an internal control structure designed to prevent losses of public funds arising from fraud, theft, misuse, employee error, and misrepresentation of third parties, unanticipated changes in financial markets or imprudent actions by any person involved in the investment program. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived; and 2) the valuation of costs and benefits requires estimates and judgments by management.

The internal control shall address the following points:

- A. **Control of Collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- B. **Separation of Transaction Authority from Accounting and Record Keeping** - By separating the person who authorizes or performs the transactions from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- C. **Custodial Safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

- D. **Avoidance of Bearer-form Securities** - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
 - E. **Clear Delegation of Authority to Subordinate Staff Member** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
 - F. **Written Confirmation of Telephone Transactions for Investments and Wire Transfers** - Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
 - G. **Development of a Wire Transfer Agreement with the Lead Bank or Third Party Custodian** - This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.
 - H. Limiting the number of authorized investment officials.
 - I. Documentation of transactions and strategies.
- VIII. **Authorized Investments** -- Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity and maturity. The choice of high grade government instruments is designed to provide for a safety of principal, return an acceptable yield and to assure marketability.
- City funds may be invested in the following:
- A. Obligations of the United States Government, its agencies and instrumentalities with ratings not lower than AA and, not to exceed three (3) years to stated maturities.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

- B. Fully insured (FDIC) or collateralized certificates of deposit from a bank or a savings and loan association that has its main office or a branch office in the State of Texas with ratings no lower than AAA, in face amount not to exceed \$250,000, and not to exceed 36 months to stated maturity. In addition, certificates of deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Public Funds Investment Act are authorized investments.
- C. No-load, SEC registered money market funds with ratings not lower than AAA.
- D. The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in an investment pool established hereunder. Texas Local Government Investment Pools authorized under this Policy:
 - 1. TEXPOOL
 - 2. LOGIC
 - 3. TEXSTAR
 - 4. TEXAS CLASS

The investment pools may invest in any of the securities authorized by statute. The pools must demonstrate compliance with Chapter 2256, Sections 016, 017, 018 and 019 and must maintain ratings of AAA.

- E. Overnight balances remaining with the City's depository institution subject to a written depository agreement. These are interest bearing accounts, fully collateralized by pledged U.S. and Texas State government securities with ratings no lower than AA.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities with ratings no lower than AA. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have

CITY OF LA MARQUE, TEXAS

INVESTMENT POLICY

a market value greater than or equal to 102 percent at the time funds are disbursed.

- G. Although additional types of securities and instruments are approved for investment, they are not eligible for investment by the City under this Policy. An amended version of this Policy approved by the City Council is required prior to investments in any other investment instrument not specified herein.
 - H. City shall monitor credit ratings of all securities within the portfolio periodically. If credit ratings fall below minimum allowed per policy, Investment Officer shall notify City Manager and Council of the change and liquidate the security as quickly as possible to minimize the risk on the City's portfolio..
- IX. **Prohibited Investments** -- There is an absolute prohibition on investments in any of the following investment instruments.
- A. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
 - B. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; inverse floaters.
 - C. The City will not invest in mortgage backed derivative products.
- X. **Reporting** -- The investment officer shall submit a quarterly and annual investment reports to the City Manager, Mayor and City Council that provides a clear picture of the status of the current investment portfolio. This report shall contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program, while allowing the entity to ascertain whether investment activities during the reporting period have conformed to the Investment Policy.

The annual report should encompass activity through the entire year. At a minimum this report should contain:

- A. A listing of individual securities with maturity dates.
- B. Overall weighted average maturity of the portfolio.
- C. Overall current yield of the portfolio.
- D. State the reported auction yield of the appropriate U.S. Treasury bill comparable to the overall portfolio.

CITY OF LA MARQUE, TEXAS

INVESTMENT POLICY

- E. Beginning and ending market value of the total portfolio by market sector and total portfolio.
- F. Beginning and ending carrying (book) value of the portfolio by market sector and total portfolio.
- G. Transactions which change market and book value.

All reports will be prepared jointly by all involved in the investment activity and be signed by all staff involved.

- XI. **Limitation of Personal Liability** - The investment officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accordance with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

- XII. **Diversifications Strategy** -- At a minimum, diversification standards by security type and issuer shall be:

U.S. Treasuries and securities with the U.S. Government's guarantee	NTE	100%
U.S. Government Agencies and Instrument abilities	NTE	85%
Certificates of Deposit	NTE	100%
Money Market Funds	NTE	75%
Local Government Investment Pools	NTE	100%

- XIII. **Fund Strategy** --

- A. **Accounting Funds Strategy Statement** - The City of La Marque maintains a portfolio which involves specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in context of the structure of the overall portfolio. Objectives to be considered for each fund type:

CITY OF LA MARQUE, TEXAS

INVESTMENT POLICY

1. suitability of the investment to the financial requirements of the fund
 2. preservation and safety of the principal
 3. liquidity
 4. marketability
 5. diversification
 6. yield
- B. **Operating Funds** - The general operating fund generates cash income stream on relatively predictable patterns. Investments are usually made during tax receipts season with maturities scheduled to coincide with a decreased income stream later in the year. The investment structure must be liquid with a short weighted average maturity. Consideration to unreserved fund balance permits some maturity to exceed one year.
- C. **Enterprise Funds** - A stable revenue stream from payment of utility bills coupled with fairly predictable expense patterns renders a smooth cash management program during the course of the year. Accordingly, weighted average maturities may extend to 120-150 days. Special consideration is given to the debt service payment requirements and maturities of certain investments are scheduled accordingly.
- D. **Construction and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to adequate liquidity at the time of payment. A portion of investments (10%) should be highly liquid to allow for flexible and unanticipated project outlays. The balance may be scheduled to coincide with engineered project construction payment timetables. The stated final maturity date of any security held should not exceed the estimated project completion date.
- E. **EDC Fund** – Main revenue source is sales tax. Beginning January 2014, EDC operating cash was segregated from the City's pooled cash. Funds not protected under the City pooled cash collateral agreement shall be invested in securities allowed by the City's investment policy which shall carry the appropriate FDIC or other equivalent insurance protection on EDC funds..
- F. **Other Fund Types** - These funds typically have identifiable income/expense patterns whereby investments can be diversified according to the needs established. Prime objective involved with these

CITY OF LA MARQUE, TEXAS

INVESTMENT POLICY

fund types is to provide for the safety of the investment with a low degree of volatility. Such securities will tend to hold their value during economic cycles. Particular attention is given to requirements which may govern the use of funds.

- G. **Overall Short-term Strategy** - The City uses a consolidated cash system where cash is co-mingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in a high liquid local government investment pool. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short term inter-fund borrowing during the course of the year using due to-due from accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund.
- XIV. **Intent** -- It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as Chapter 2256, Public Funds Investment Act, Texas Government Code as amended by House Bill 2459 enacted by the 74th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.
- XV. **Compliance** -- The investment officer shall establish a process for annual independent review by an external audit to assure compliance with management controls and adherence to these policies and procedures.
- XVI. **Adoption** -- This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

BROKER/DEALER CERTIFICATION FORM
As required by Texas Government Code 2256.005(k)

CITY OF LA MARQUE, TEXAS (the "City")

The City acknowledges that the only means the firm has to preclude "imprudent investment activities arising out of transactions between the firm and the City" is to confirm that all provisions of the City's investment policy are followed in investment transactions conducted between the firm and the City, and the second paragraph below should be read accordingly.

I, or the business organization, _____, do hereby certify that we have thoroughly reviewed the investment policy for the City.

We acknowledge that the business organization has implemented reasonable internal procedures and controls in an effort to preclude imprudent investment activity which may arise between the City and the organization.

Signature

Name: _____

Title: _____

Date: _____

Policy Amendments Through September 14, 2020

1. Add Texas Class as additional authorized investment pool option (2016).
2. Add Employees Insurance Benefits Trust Fund to the City's authorized investment portfolio (2016).
3. Revise Broker/Dealer Certification form to reflect "Business Organization" instead of individual. (2017).
4. No change in 2018.
5. No change in 2019.
6. No change in 2020.

GLOSSARY

1. **Certificate of Deposit (CD)** - A time deposit evidenced by a certificate that specifies the amount, maturity date, rate of interest and terms under which interest is calculated. Usually insured up to a face amount of \$100,000. Typically not marketable (illiquid) with a fixed maturity date and penalty for early redemption.
2. **Derivatives** - For the purposes of this Investment Policy, the definition of derivatives includes instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not correlated on a one-to-one basis to the associated index or market. Prohibited derivations include the following:

Interest Rate Swaps, Range Index Notes, Option Contracts, Futures Contracts, Inverse Floating Rate Notes, Non-Money Market Index Based Notes, Dual Index Notes, Index Amortizing Notes, Inverse Multi-Index Bonds, Stepped Inverse Index Bonds, Inverse Index Bonds, and Collateralized Mortgage Obligations.
4. **CMA Treasury Fund** - (the "Treasury Fund") is a no-load, diversified, open-end investment company seeking preservation of capital, liquidity and current income available from investing exclusively in a diversified portfolio of short-term marketable securities which are direct obligations of the U.S. Treasury. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Treasury Fund seeks to maintain a constant \$1.00 net asset value per share. An investment in the Treasury Fund is neither insured nor guaranteed by the U.S. Government.** The Treasury Fund has adopted a Distribution and Shareholder Servicing Plan in compliance with Rule 12b-1 under the Investment Company Act of 1940, as amended (the "Investment Company Act").
5. **CMA Government Securities Fund** - (the "Government Fund") is a no-load, diversified, open-end investment company seeking preservation of capital, liquidity and current income available from investing exclusively in a diversified portfolio of short-term marketable securities which are direct obligations of the U.S. Government and repurchase agreements pertaining to such securities. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Government Fund seeks to maintain a constant \$1.00 net asset value per share. An investment in the Government Fund is neither insured nor guaranteed by the U.S. Government.** The Government Fund has adopted

a Distribution and Shareholder Servicing Plan in compliance with Rule 12b-1 under the Investment Company Act of 1940 as amended (the “Investment Company Act”).

6. **CMA Money Fund** - (the “Money Market Fund”) is a no-load, diversified, open-end investment company seeking current income, preservation of capital and liquidity available from investing in a diversified portfolio of short-term money market securities. These securities will consist primarily of short-term U.S. Government securities, bank certificates of deposit, commercial paper and repurchase agreements. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Money Market Fund seeks to maintain a constant \$1.00 net asset value per share. An investment in the Money Market Fund is neither insured nor guaranteed by the U.S. Government.** The Money Market Fund has adopted a Distribution and Shareholder Servicing Plan in compliance with Rule 12b-1 under the Investment Company Act of 1940, as amended (the “Investment Company Act”).
7. **U.S. Treasury Bills** - (the “T-Bills”) are issued to meet the government’s short-term financing needs and are insured on a discount basis with a maturity ranged one year or less. Probable the most liquid money market instrument.
8. **U.S. Treasury Notes and Bonds** - are negotiable, interest-bearing securities redeemable at face value at maturity. Notes fall in a maturity range from one to ten years with current issues of 2, 3, 4, 5, 7 and 10 year notes issued on a regular basis. Bonds are the same as notes, except that they have maturities of 10 years or more. T-Notes have the advantages of generally trading at a yield higher than that of T-Bills for comparable maturities, yet retaining a high degree of liquidity.
9. **Federal Agencies and Discount Notes** - are Federal Government agencies established to help meet the credit needs of various classes of institutions. These agencies issue and sell debt obligations directly into the financial markets to meet their financing needs. Three of the more active agencies:

Farm Credit Administration (FFCB)
Federal Home Loan Bank (FHLB)
Federal National Mortgage Association (FNMA)



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Derra Purnell

Agenda item: 5a

Reviewed by: Charlene Warren/

Charles Jackson

Department: Development Services

AGENDA ITEM DESCRIPTION: Consider recommendation to approve Trails at Woodhaven Lakes General Plan with condition that an all-weather emergency access road suitable for fire truck and ladder use in an emergency response be provided at the entrance off of Delany Road

X

ATTACHMENTS FOR REFERENCE

1. General Plan

STAFF BRIEFING:

- This General Plan contains the detail and project phasing for the Trails at Woodhaven Lakes development
- General Plans are required for any phased development prior to submittal of a preliminary or final plat for any phase
- Council approved the Trails at Woodhaven Planned Development District zoning regulations at a previous meeting
- Planning and Zoning Commission recommended approval with the condition that an all-weather emergency access road suitable for fire truck and ladder use in an emergency response be provided at the entrance off Delany Road as part of Phase I
- The emergency access road is required because of the number of houses in Phase I, but the road will be constructed as a public street to City specifications as part of Phase II

HISTORY:

8/18/20 - Planning and Zoning recommended approval of the General Plan for Trails at Woodhaven Lakes subject to the emergency access road condition

TARGET IMPLEMENTATION: Preliminary Plat for Phase I has been submitted for staff review

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - General Land Plan | |
| ☒ 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 Trails at Woodhaven Lakes General Plan with condition that an all-weather emergency access road suitable for fire truck and ladder use in an emergency response be provided at the entrance off of Delany Road

FISCAL IMPACT: N/A

All information furnished regarding this property is from sources deemed reliable. However, 7gen Planning has not made an independent investigation of these sources and no warranty or representation is made by 7gen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land 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 this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

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SCALE: 1" = 100'
0 50 100 200
DATE: 07-27-2020



LAND USE SCHEDULE

PHASE 1

RESIDENTIAL

USE	UNITS	LOT MIX	ACREAGE
A 45 x 100	42±	33.0%	4.8± AC.
B 50 x 110	55±	43.3%	7.7± AC.
C 60 x 110	30±	23.7%	4.8± AC.
SUBTOTAL	127±	100%	17.3± AC.

NON-RESIDENTIAL

USE	ACREAGE
COMMERCIAL RESERVE	3.4± AC.
SENIOR LIVING RESERVE	9.0± AC.
COTTAGE RESERVE	2.7± AC.
OPEN SPACE AND AMENITY LAKE*	9.4± AC.
PARKS*	0.5± AC.
ROW (60' ROW & 50' ROW)	7.4± AC.
SUBTOTAL	32.4± AC.

PHASE 1 TOTAL= 49.7± ACRES

PHASE 2

RESIDENTIAL

USE	UNITS	LOT MIX	ACREAGE
A 45 x 100	18±	15.2%	2.3± AC.
B 50 x 110	86±	72.9%	11.5± AC.
C 60 x 110	15±	11.9%	2.5± AC.
SUBTOTAL	119±	100%	16.3± AC.

NON-RESIDENTIAL

USE	ACREAGE
OPEN SPACE AND AMENITY LAKE*	10.7± AC.
ROW (60' ROW & 50' ROW)	5.3± AC.
SUBTOTAL	16.0± AC.

PHASE 2 TOTAL= 32.3± ACRES

OVERALL TOTAL= 82.0± ACRES

* TOTAL PARK AND OPEN SPACE (INCLUDING AMENITY LAKE) = 20.6± AC. (25.1%)



TRAILS AT WOODHAVEN LAKES
82.0 ± AC. IN THE CITY OF LAMARQUE
(WITHIN GALVESTON COUNTY MUD # 68)
GENERAL PLAT





CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409-938-9252 S.Sutton@CityOfLaMarque.Org

Plat and Re-Plat Application

Project Address: TRAILS AT WOODHAVEN LAKES -SW CORNER OF TEXAS AVE. & DELANY ROAD

Permit #: _____

Parcel #: 521840, 729917, 720909, 397300

Legal Description: ABST 2 S F AUSTIN SUR TR 98-12 6.400 ACRES, ABST 2 S F AUSTIN SUR TR 98-13 (98-13-1) 7.880 ACRES, ABST 2 S F AUSTIN SUR TR 98-13 34.379 ACRES, ABST 2 S F AUSTIN SUR TR 98-3 33.351 ACRES

Fee: _____ **Zoning Designation:** TRAILS AT WOODHAVEN LAKES PDD

☐ Commercial Project ☐ Residential Project

Plot of Area Attached: ☒ YES ☐ NO **Metes and Bounds Attached:** ☒ YES ☐ NO **Survey Attached:** ☒ YES ☐ NO

Type of Plat: (circle one) ~~Amended Plat~~ ~~Re-Plat~~ ~~Final Plat~~ GENERAL PLAN

Property Description: Tract 1 - 67.4042 acres of land or 2,936,126 square feet. located in the Stephen F. Austin League, Abstract 297, Galveston County, Texas, Said 67.4042 acre tract being out of and a port of a 42.2590 acre tract of record in the name of Trails at Woodhaven Lakes, Ltd. in Galveston County Clerk's File (G.C.C.F.) Number 2017062418 and all of a 33.3575 acre tract of record in the name of Trails at Woodhaven Lakes, Ltd. in G.C.C.F. No. 2018054049

Tract 2 - 14.61 acres of land or 636,321 square feet, located in the Stephen F. Austin League, Abstract 297, Galveston County, Texas, Said 14.61 acre tract being all of o 7.8800 acre tract of record in the name of Trails land Holdings, LTD in Galveston County Clerk's File (G.C.C.F.) Number 20190973407, all of a 6.40 acre tract of record in the name of Trails Land Holdings, Ltd. in G.C.C.F. No. 2019006929, and out of and a part of a called 42.2590 acre tract of record in the name of Trails at Wood haven Lakes, Ltd. In G.C.C.F. #201762418.

Owner Name: Padua Realty Company (c/o - Arya Karve, 7Gen Planning and Landscape Architecture)

Phone: 713 579 3833

Email: akarve@7genplanning.com

FAX: _____

Address: 2107 CityWest Blvd. | 4th Floor | Houston, Texas 77042

Application Checklist

☒ Site Plan (to scale) with Existing Improvements, Developments and Property Lines

(8-1/2 X 11 if larger than 8 1/2 x 11 please fold to appropriate size)

☒ Survey (to scale, 2 copies)

☐ Original Certified Tax Receipt Showing Acre and Taxes Paid Current

☐ Title Report (If purchased in the last 60 days) or

☐ Platting Letter



CITY OF LA MARQUE

"Gateway to the Gulf"

1130 1st St., La Marque, TX 77568

409-938-9252 S.Sutton@CityOfLaMarque.Org

Plat and Re-Plat Application

Filing Fees

A filing fee of \$200.00 per plat plus \$8.00 per lot shall be required and made payable by check drawn to the order of city upon submission of the preliminary plat to the planning commission for approval. No charge will be made for the final plat. For re-plats, a charge of \$150.00 will be made in the event no preliminary plat is required. If preliminary plat is required, the required charge shall be the same as for a new subdivision plat.

Submitted to the Planning and Zoning Commission

Date Submitted: _____

APPROVED: _____

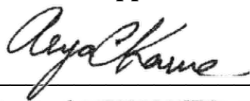
DENIED: _____

OTHER: _____

Comments: _____

Applicant Certificate

I affirm the statements contained in this application are true and correct to the best of my knowledge.

Signature of applicant: _____


Date: 07/28/20



CITY COUNCIL AGENDA FORM

Meeting Date: September 14, 2020

Prepared by: Chaise Cary

Agenda item: 5b

Reviewed by: Charlene Warren/

Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action to approve ADICO, LLC engineering agreement for improvements to the FM 2004 Dog Track Water Tower in the amount of \$62,000.00, and encumber funds for an additional estimated amount of \$388,000.00 for construction

X

ATTACHMENTS FOR REFERENCE

1. ADICO, LLC engineering proposal
2. TCEQ Summary of Investigation Findings

STAFF BRIEFING:

- Texas Commission on Environmental Quality (TCEQ) Investigation No. 1478359 (2017) - failure to maintain the regulated entity by not repairing the surface rust on the Dog Track elevated storage tank
- As a condition for compliance, TCEQ has granted an extension to repair the facility to the end of 2021
- Project is a part of the 2020 CO Bond
- Finance Director has reviewed and verified the availability of funds

HISTORY:

- Dog Track elevated water tower was developed in the 1990s and is located on the west side of La Marque off FM 2004
- March 28, 2018 - tank inspection report completed by TCEQ which confirmed rust on the internal and outer surface
- July 31, 2020 - ADICO, LLC completed a proposal for civil engineering services

TARGET IMPLEMENTATION: May 2021

SIGNIFICANT ACTION DATES:

09/14/2020 - Council meeting

03/28/2018 - TCEQ Notice of Violation, Summary of Investigation Findings



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budget 2020	
Actual Bid	\$62,000
Estimated Expenditure	\$450,000
Acct. Name(s)	GGP Elevated Water Storage Tank Rehab
Line Item #	02-7115-22-00-GGPWTR
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve ADICO, LLC engineering agreement for improvements to the FM 2004 Dog Track Water Tower in the amount of \$62,000.00, and encumber funds for an additional estimated amount of \$388,000.00 for construction

FISCAL IMPACT: Estimated \$450,000.00

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of La Marque, Texas (“Owner”)

and Adico, LLC – Consulting Engineers (“Engineer”)

Engineer agrees to provide the services described below to Owner for Rehabilitation of the Elevated Storage Tank at Gulf Greyhound Park (“Project”).

Description of Engineer’s Services: Engineer shall provide services as per Exhibit A, attached.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class

of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum for services)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$62,000.00** be established.

<u>Item</u>	<u>Description:</u>	<u>Fee Basis</u>	<u>Fee</u>
1.	Assessment of Coating Project & Report	Lump Sum	\$5,500
2.	Construction Documents and Specifications	Lump Sum	\$21,500
3.	Bidding Phase	Lump Sum	\$2,500
4.	Construction Phase Services	Lump Sum	\$7,500
5.	Construction Observation Services	Lump Sum	\$25,000
TOTAL PROPOSED PROFESSIONAL FEES			\$62,000

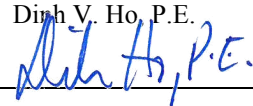
Total fees under the contract shall not exceed \$62,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of La Marque, Texas

ENGINEER: Adico, LLC

By: Mr. Charles "Tink" Jackson

By: Dinh V. Ho, P.E.


Title: City Manager

Title: President

Date Signed: _____

Date Signed: 7/31/2020

License or Certificate No. and State License No. 93895

Adico, LLC – TBPE Firm No. 16423

Address for giving notices:

Charles "Tink" Jackson
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Address for giving notices:

Dinh V. Ho, P.E.
Adico, LLC – Consulting Engineers
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546

**CITY OF LA MARQUE
REHABILITATION OF THE GULF GREYHOUND ELEVATED STORAGE TANK COATING
EXHIBIT "A"**

SCOPE OF SERVICES:

1. Coating Assessment:

A thorough evaluation of the exterior protective coating of the tank and foundation/base will be performed. The exterior of the tank will be assessed for any apparent leaks. The access door, overflow line, roof vent(s), roof hatch(es), handrail system and aircraft warning lights will be included in the evaluation. The roof will be inspected for low areas and potential areas of ponding water. A thorough evaluation of the interior dry and wet area protective coatings will be performed. The interior roof components will be inspected in the areas accessible for inspection for coating failures and possible structural deficiencies. The sidewalls and bowl of the tank (if applicable) will be inspected for evidence of coating failures, pitting and metal loss. Also included in the inspection will be the interior ladder and the fill, overflow and suction lines. The inspection will be performed while the tank is drained and out of service or the roof hatch. Provide a thorough evaluation of the exterior and interior of the protective coating of the tank and foundation base. The exterior of the tank will be assessed for any apparent leaks.

2. Construction Document & Specification: Prepare construction documents specifications that describe the maintenance to be performed. Bid documents will be prepared for use in obtaining bids. Contract documents will be EJCDC standard as described in agreement or other Owner provided contract document.

The budget for this service is based on the following repairs as initially identified in the 201 TCEQ Tank Inspection Report: full interior and exterior coating system replacement, coating of yard piping, miscellaneous steel repairs including leak repairs, and site work. Additional items of work that require special detail attention that may be identified will require authorization for additional service by the City.

3. Bidding Phase Services: Prepare contract bid documents and obtain public competitive bids for the project. Review bids, prepare tabulations, and recommend award to the City. Assist the City will contract documents for execution.

4. Construction Phase Services: Provide construction phase services to include construction meetings, coordinate construction observers, review of contractor's materials and shop drawings submittals, review contractor pay estimates, coordination of required laboratory testing, preparation of change orders and communications between Owner and contractor.

5. Coating Inspection Services: Provide the services of a coating inspector for construction observation. Inspection shall include exterior and interior surfaces of the 500,000-gallon elevated storage tank, associated interior and exterior piping and appurtenances will be visually inspected. Also, included within the scope of our inspection, we will check the ambient conditions, the surface profile, correct product, and application per Manufacturers/Engineers specifications; dry mil thicknesses of the protective coatings applied and perform a low voltage holiday test where applicable.

6. Reimbursable: Reimbursable expenses including reproduction, delivery, advertising for bids and construction observer vehicle trip charges (@ \$25/trip) will be provide for the project on actual cost.

Summary of Investigation Findings

CITY OF LA MARQUE

4635 TEXAS AVE

LA MARQUE, GALVESTON COUNTY, TX 77568

Investigation #

1478359
Investigation Date: 03/28/2018

Additional ID(s): 0840006

OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 674277 **Compliance Due Date:** 08/15/2018

30 TAC Chapter 290.46(m)

Alleged Violation:

Investigation: 1478359

Comment Date: 05/09/2018

Failure to properly maintain the regulated entity by not repairing the surface rust on the Dog Track elevated storage tank.

At the time of the investigation the investigator noted the outer coating on the elevated storage tank at the Dog Track plant was heavily rusted all over excepting the lower third of the tower. The tank inspection report received on March 28, 2018 confirmed the rust was on the outer surface.

Recommended Corrective Action: Submit compliance documentation demonstrating corrective measures have been taken to resolve the alleged violation.

Track No: 674308 **Compliance Due Date:** 06/16/2018

30 TAC Chapter 290.46(m)

Alleged Violation:

Investigation: 1478359

Comment Date: 05/09/2018

Failure to properly maintain the regulated entity by not removing the plants hanging over the fence and the ground storage tank at the Magnolia plant.

At the time of the investigation the investigator noted tree branches hanging over the fence at the back corners of the plant and the roof of the ground storage tank at the Magnolia plant.

Recommended Corrective Action: Submit compliance documentation demonstrating corrective measures have been taken to resolve the alleged violation.

Track No: 674310 **Compliance Due Date:** 08/15/2018

30 TAC Chapter 290.46(m)

Alleged Violation:

Investigation: 1478359

Comment Date: 05/09/2018

Failure to properly maintain the regulated entity by not repairing or replacing the out of service ground storage tank at the Stonewall Plant and the out of service booster pump at the FM 1764 plant.

At the time of the investigation the ground storage tank at the Stonewall Plant had been taken out of service due to severe age damage. A service pump at the FM 1764 plant was also out of service due to damage sustained during Hurricane Harvey. The regulated entity stated that a FEMA grant for funding to repair the service pump was currently being processed.

Recommended Corrective Action: Submit compliance documentation demonstrating corrective measures have been taken to resolve the alleged violation.



CITY COUNCIL AGENDA FORM

/Meeting Date: September 14, 2020 Agenda item: 6a
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 (**Deanie Barrett has submitted her resignation from this Commission as of October**)
- **CEMETERY-** Districts "A", "B" and "C" all have appointments
- **CIVIL SERVICE COMMISSION** - City Manager has one appointment
- **ECONOMIC DEVELOPMENT CORPORATION-** **Deanie Barret has submitted her resignation from this Corporation as of October**
- **KEEP LA MARQUE BEAUTIFUL COMMISSION-** Mayor has one appointment and District "A" has one appointment



CITY COUNCIL AGENDA FORM

- **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
- **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: TOM R GRIFFIN

Home Address: 2619 BELLVIEW STREET

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

Home Telephone: 409 457 6647 Home E-mail: treneegriffin1@gmail.com

Profession: CEO/FOUNDER

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

Other Information (Civic Activities):

KHAMBEEL FOUNDATION RIGHTEDS 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: [Handwritten 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 Etheredge 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