



1111 Bayou
La Marque, Texas 77568
409.938.9202

Mayor Bobby Hocking
Mayor Pro- Tem Keith Bell- District A

Councilmember James Osteen- District B
Councilmember Connie Trube- District C
Councilmember Clint Brown- District D

OFFICIALLY POSTED ON THE
WEB:
DATE: **3.20.2014** TIME: **8:40 p.m.**

AGENDA

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting on Monday, March 24, 2014 at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

Ordinance No. O-2014-0011
Resolution No. R-2014-008

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

(4) MINUTES

- a. City Council Regular Meeting held on March 10, 2014

(5) CITIZEN'S PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). In compliance with Texas Open Meeting Act the City Council may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.

(6) PUBLIC HEARING

a. Conduct Public Hearing to receive public input regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-001**, an Ordinance of the City Council of the City of La Marque, Texas changing the Zoning classification from Single Family Residential to General Commercial, of a tract of land, lots six (6), seven (7), eight (8) and nine (9) in Section 1 Amburn's Subdivision in the Daugherty Survey No. 4, out of the Marchand Tract, S.F. Austin, League No. 4, Galveston County, Texas, according to the map or plat thereof recorded in Volume 254 A, Page 50, all in the map of records in the office of the County Clerk of Galveston County, Texas; Amending the Zoning Map of the City adopted the 12th day of December 2005, by Ordinance Number 953.

b. Conduct Public Hearing to receive public input regarding the recommendation of the Parks Board to adopt Ordinance No. **O-2014-006**, an Ordinance of the City Council of the City of La Marque, Texas, Amending Section 44-19, City Park Hours, of the Code of Ordinances, City of La Marque, Texas, to provide an exception for Bayou Fest, organized sport activities and other events authorized by the Parks Board or the City in any City Park.



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c. Conduct Public Hearing to receive public input regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-007**, an Ordinance regarding the proposed abandonment of a 70.5' wide street (Oak Street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and 80' to 100' wide street section of Prune between block 49 and block 56.

d. Conduct Public Hearing to receive public input regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-008**, an Ordinance amending Section 41-210 and Section 71-4 of the Code of Ordinances of the City of La Marque, Texas to add definitions of approved fence materials and screening fence or blind fence; amending Section 41-211 of the Code of Ordinances of the City of La Marque, Texas, to prohibit screening fences or blind fences in front yards; amending Section 71-21 (3) a. and b., of the Code of Ordinances of the City of La Marque, Texas to increase the maximum height of screening elements and fences for residential districts from six (6) feet to seven (7) feet and the maximum height of screening elements and fences for nonresidential districts from eight (8) feet to twelve feet (12); amending Section 71-21 (3) by adding a new subsection c. to prohibit screening fences or blind fences in front yards; and providing for a severability clause.

e. Conduct Public Hearing to receive public input regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-009**, an Ordinance of the City Council of the City of La Marque, Texas changing the Zoning classification from Single Family Residential to General Commercial, a tract of land, Lots two (2); three (3) and four (4), Block 22, Division J Cook and Stewart Subdivision, Galveston County, Texas recorded in Volume 81, Page 526, all in the map records in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the Zoning map of the City adopted the 12th day of December 2005 by Ordinance 953.

(7) OLD BUSINESS

a. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-001**, an Ordinance of the City Council of the City of La Marque, Texas changing the Zoning classification from Single Family Residential to General Commercial, of a tract of land, Lots six (6), seven (7), eight (8) and nine (9) in Section 1 Amburn's Subdivision in the Daugherty Survey No. 4, out of the Marchand Tract, S.F. Austin, League No. 4, Galveston County, Texas, according to the map or plat thereof recorded in Volume 254 A, Page 50, all in the map of records in the office of the County Clerk of Galveston County, Texas; Amending the Zoning Map of the City adopted the 12th day of December 2005, by Ordinance Number 953 – Development Services Director A. Tims.
THIS IS THE SECOND AND FINAL READING.

b. Discussion/possible action regarding the recommendation of the Parks Board to adopt Ordinance No. **O-2014-006**, an Ordinance of the City Council of the City of La Marque, Texas, Amending Section 44-19, City Park Hours, of the Code of Ordinances, City of La Marque, Texas, to provide an exception for Bayou Fest, organized sport activities and other events authorized by the Parks Board or the City in any City Park – Interim Public Works Ed Hersh **THIS IS THE SECOND AND FINAL READING.**

c. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-007**, an Ordinance regarding the proposed abandonment of a 70.5' wide street (Oak Street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and 80' to 100'



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wide street section of Prune between block 49 and block 56 – Development Services Director A. Tims. **THIS IS THE SECOND AND FINAL READING.**

d. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-008**, an Ordinance amending Section 41-210 and Section 71-4 of the Code of Ordinances of the City of La Marque, Texas to add definitions of approved fence materials and screening fence or blind fence; amending Section 41-211 of the Code of Ordinances of the City of La Marque, Texas, to prohibit screening fences or blind fences in front yards; amending Section 71-21 (3) a. and b., of the Code of Ordinances of the City of La Marque, Texas to increase the maximum height of screening elements and fences for residential districts from six (6) feet to seven (7) feet and the maximum height of screening elements and fences for nonresidential districts from eight (8) feet to twelve feet (12); amending Section 71-21 (3) by adding a new subsection c. to prohibit screening fences or blind fences in front yards; and providing for a severability clause – Development Services Director A. Tims. **THIS IS THE SECOND AND FINAL READING.**

e. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-009**, an Ordinance of the City Council of the City of La Marque, Texas changing the Zoning classification from Single Family Residential to General Commercial, a tract of land, Lots two (2); three (3) and four (4), Block 22, Division J Cook and Stewart Subdivision, Galveston County, Texas recorded in Volume 81, Page 526, all in the map records in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the Zoning map of the City adopted the 12th day of December 2005 by Ordinance 953 – Development Services Director A. Tims. **THIS IS THE SECOND AND FINAL READING.**

(8) CONTRACTS/AGREEMENTS

a. Discussion/possible action regarding the approval of Resolution No. **R-2014-005**, a resolution for a Fourth Amendment to the Mainland Water Project Customer Contract – Public Works Director M. Morgan

b. Discussion/possible action regarding the approval of Resolution No. **R-2014-006**, a Resolution for a Second Amendment to Mainland Water Project Customer Contract (South Project) – Public Works Director M. Morgan

c. Discussion/possible action regarding submittal of a grant application to H-GAC for surveillance equipment to eliminate solid waste dumping – Public Works Director M. Morgan

d. Discussion/ Possible action regarding award of Bid #LM 02-14 to Mike's Tree Services for demolition of substandard structures for the amount of \$98,000.00 – Development Service Director A. Tims. **THIS ITEM WAS TABLED FROM THE MARCH 10, 2014 CITY COUNCIL MEETING.**

(9) NEW BUSINESS

a. Discussion/possible action regarding Resolution No. **R-2014-008**, a Resolution approving the Commissioners' Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health – City Manager C. Buttler

b. Discussion/possible action regarding Ordinance No. **O-2014-0011**, an Ordinance of the City of La Marque, Texas, repealing Chapter 32, Flood Damage Prevention, the Code of Ordinances of the City of



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La Marque, Texas; and in its place adopting a new Chapter 32, Flood Damage Prevention; and amending Sec. 41-36 to apply the provisions of the new Chapter 32 to apply to Manufactured Homes and to Manufactured Home Parks. **THIS IS THE FIRST READING.**

- c. Discussion/possible action regarding possible Re-use of Water Project – Councilmember Brown
- d. Discussion/possible action regarding three vacancies on the Clean City Commission – City Manager C. Buttler
- e. Discussion/possible action regarding cancelling the Regular City Council meeting of May 12, 2014 and schedule a Special Called City Council meeting for May 19, 2014 – City Manager C. Buttler

(10) CITY MANAGER REPORT – No Council Action Necessary

- **Development Services**
- **Judicial**
- **Police/OEM**
- **Fire/EMS**
- **Public Works**
- **Financials**

(11) EXECUTIVE SESSION

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

(12) REQUESTS AND ANNOUNCEMENTS

- a. Requests by Mayor and Council Members for items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" includes:
 - (1) expressions of thanks, congratulations, or condolence;
 - (2) information regarding holiday schedules;
 - (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
 - (4) a reminder about an upcoming event organized or sponsored by the governing body;
 - (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and
 - (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

(13) ADJOURNMENT

CERTIFICATION:



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I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before 8:00 p.m. the 20th of March, 2014.

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)

Robin Eldridge, TRMC
City Clerk

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



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**City of La Marque
Minutes
March 10, 2014**

Minutes of the City Council Regular Meeting of the City of La Marque, Texas that was conducted on Monday, March 10, 2014 at 6:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

(1) Mayor Hocking called the meeting to order at 6:00 pm.

(2) ROLL CALL

**Mayor Hocking
Mayor Pro-Tem Bell
Councilmember Brown
Councilmember Trube
Councilmember Osteen**

**City Manager Buttler
City Attorney Ortego
City Clerk Eldridge**

(3) Mayor Pro- Tem Bell led the invocation and the Pledge of Allegiance.

(4) MINUTES

a. City Council Regular Meeting held on February 24, 2014.

** Councilmember Trube made a motion to approve the minutes of Regular Meeting held on February 24, 2014.

** Councilmember Osteen seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(5) PRESENTATIONS

a. Certificates of Commendation

Chief Aragon briefly described a previous hostage situation to which the La Marque Police Department, along with other entities responded and participated in and presented Certificates of Commendation to the following: Lieutenant Kirk Jackson, Sergeant Shawn Spruill, Detective Shelby Samuelson, Community Policing Officer Jessica Clark, Officer David Hunter, Officer Conan King, Texas City Police Chief Robert Burby, Efran Cavazos, and Donna Cavazos

(6) BOARDS/COMMISSIONS REPORTS

a. Quarterly Reports for Clean City Commission and Cemetery Board

Chairman David Pennington provided a Power Point Presentation and overview of the Clean City and Cemetery Boards financials.

Councilmember Bell asked Mr. Pennington if it would possible to continue working closely with the Rising Star Cemetery and include it in the 'Wreaths Across America' celebration yearly. Mr.



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Pennington said that he has been working with them and that are interested in participating yearly, and will be an item on the upcoming Cemetery Board meeting for discussion.

He also asked that that his appointee, Peggy Phillips, showed on the Power Point presentation as in District B, but it should be and remain in District A, as assigned by that District.

Councilmember Brown congratulated David for having a 90% attendance rate on the Clean City Commission. Mayor Hocking praised him for being one of the most successful Chairmen on the Boards and Commissions.

(7) CITIZEN PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). In compliance with Texas Open Meeting Act, the City Council may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.

(8) PUBLIC HEARING

a. Conduct Public Hearing to receive input regarding Ordinance No. **O-2014-005**, an Ordinance repealing Ordinance 981, Chapter 44, Article 1, Section 44-2, Curfew for Minors of the Code of Ordinances of the City of La Marque, Texas .

Mayor Hocking closed the Regular Meeting and opened the Public Hearing at 6:44 p.m.

1. Geraldine Sam spoke in favor of a curfew ordinance, but was not in favor of a curfew change. "Maybe we could do other things to curb what is happening with our youth, by doing some more community policing and patrolling in the neighborhoods. What data and crime statistics do we have that shows that crimes are being committed by minors? I am concerned because we have some children that are homeschooled and that work in the evenings, past the time that this new ordinance allows. We have some children that are playing in sports, baseball, football, and basketball, and we really don't want to criminalize our children. We want to keep them out of jail. Being taken home in a police car can be quite a dramatic experience for some of the children. Will there be exceptions during times, such as when school is out, or like now, during Spring Break? I think that the old curfew helped the children, more than this curfew ordinance does."

Mayor Hocking closed the Public Hearing and reconvened the Regular Meeting at 6:47 p.m.

Mayor Hocking added, "Ms. Sam, all of the answers to your questions are online in the background material and you will find that they are answered adequately, and address most of your concerns."

(9) OLD BUSINESS

a. Discussion/possible action regarding Ordinance No. **O-2014-005**, an Ordinance repealing Ordinance 981, Chapter 44, Article 1, Section 44-2, Curfew for Minors of the Code of Ordinances of the City of La Marque, Texas. **THIS IS THE SECOND AND FINAL READING.**

** Councilmember Trube made a motion to adopt Ordinance **O-2014-005**.



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** Councilmember Osteen seconded the motion.

Councilmember Bell called Chief Aragon up to the podium. “I have several questions, but first and foremost, let’s deal with the issue of homeschooling, that is a valid issue that I am contemplating as we are deliberating this particular ordinance. How will you handle those students that are homeschooled?”

Chief Aragon answered, “There are eight exemptions in the ordinance; and all of them fall in-line with what Mayor Sam mentioned. Children that work are out, because their parents allow them to be out for such as that, school events, and sporting events. It is designed for youths that are out unaccompanied doing nothing but stirring up trouble for themselves or being a victim.”

Councilmember Bell asked, “How would you ascertain that the children that are out, are out for the reason they say? I am all for the ordinance, provided that is it directed by the City Manager to implement a policy that specifies that for the first time, those children are to be taken home, unless they are committing a crime. This ordinance could be a gateway to potential problems that are going on in the home. If this ordinance does pass, would it be possible to distribute literature to the schools? I want them to be knowledgeable of the ordinance. They could possibly be doing the right thing, but unaware of their rights. We want them to be able to communicate that to the officer, if approached, and not be fearful.” **MOTION CARRIED UNANIMOUSLY.**

b. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to approve Ordinance No. **O-2014-001**, an ordinance of the City Council of the City of the City of La Marque, Texas, changing the zoning classification from Single Family Residential to General Commercial, of a tract of land, Lots six (6), seven (7), eight (8) and nine (9) in Section 1, Amburn’s Subdivision in the Daugherty Survey No.4, out of the Marchand Tract, S.F. Austin League No. 4, Galveston County, Texas, according to the map or plat thereof recorded in Volume 254 A, Page 50, all in the map records in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the Zoning map of the City adopted the 12th day of December 2005 by Ordinance Number 953. **THIS ITEM WAS TABLED FROM THE JANUARY 13, 2014 CITY COUNCIL MEETING. THIS IS THE FIRST READING.**

** Councilmember Bell made a motion to adopt Ordinance No. **O-2014-001**.

** Mayor Hocking seconded the motion.

Councilmember Osteen asked, “Has everyone within a hundred feet of that property agreed to it, there was no opposition?”

Ana Tims replied, “There were no negative comments during the Public Hearing of the Planning and Zoning Commission.” **MOTION CARRIED UNANIMOUSLY.**

(10) CONTRACTS/AGREEMENTS

a. Discussion/possible action regarding the approval of an Agreement with the La Liga Soccer League for use of Field #1 at Highland Bayou Park.

** Councilmember Bell made a motion to approve the Agreement with the La Liga Soccer League



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For use if Field #1 at Highland

** Councilmember Osteen seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

Councilmember Trube asked, “I was wondering, didn’t all of these contracts used to come through the Parks Board as recommended by the Board and then onto City Council by them? It says on the Agenda Form, that it is staff recommendation. When we get recommendations from other Boards, it always says that it is recommended by that Board. It has always been the straight recommendation from the Parks Board and not staff. I used to be a member of the Parks Board and that’s how we did it.”

Mac McGaffey, Chairman of the Parks Board, stated, “The Committees work for the Mayor and City Council. We recommend it to City Council.”

Councilmember Trube continued, “There is a change in procedures. “I don’t like the word “staff”. I was a member of this Board, and I respect them. In the future, I would like to see that items being referred from the Parks Board, to state that. Staff does not belong to the Parks Board. I was a member of that Board, and I respect what they do and I don’t want to see credit taken away from them. They have worked with the leagues for a long time.”

Councilmember Osteen reported that the City Attorney explained that staff and he have looked over these agreements.

Mr. Ortego responded, “It was also a requirement that by City Charter, that certain items have to recommended by the Planning & Zoning Commission, but it is a not a requirement of the Parks Board to officially make the recommendation to City Council.”

After a lengthy discussion it was agreed to change the wording in Section 5, the last sentence to read,

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

Councilmember Bell made motion to approve the amended agreement.

Councilmember Osteen seconded the amended agreement. **MOTION CARRIED UNANIMOUSLY.**

b. Discussion/possible action regarding the approval of an Agreement with the Super Ladies Soccer League for use of Field #2 at Highland Bayou Park.

** Councilmember Bell made a motion to accept the agreement with the Super Ladies Soccer League for use of Field #2 at Highland Bayou Park, with the same wording changed in the last sentence of Section 5.

** Councilmember Brown seconded the motion.

** Councilmember Bell made a motion to accept the amended agreement. **MOTION CARRIED UNANIMOUSLY**

** Councilmember Osteen seconded the motion for the amended agreement. **MOTION CARRIED UNANIMOUSLY**



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Councilmember Bell asked, “Who gave permission to these leagues to paint all of the cities’ signs to their logo? It is Hondo’s outfit, Hustle Baseball. No one is aware that this is Mahan Park and is owned by the City.”

Chairman Mc Gaffey, “At the signing of his contract we gave him permission to put his logo as their home-field. The Mahan Park sign is still there.”

Councilmember Bell asked, “Is there any way we can get a prominent sign to let people know that it is still a City of La Marque owned park?”

Parks Board Chairman Mr. McGaffey responded, “I will put it on the next Parks Board Agenda.”

c. Discussion/possible action regarding award of Bid #LM 02-14 to Mike’s Tree Services for demolition of substandard structures for the amount of \$98,000.00.

City Manager said, “I understand that the next step is to go before the Building Standard Commission to issue the demolition orders. There is still an opportunity for the owners to do something with these structures.”

Councilmember Osteen said that one of his concerns was the large spread that was given, between both of the bidders total amount of the bids, especially the one for the school. It was determined that one of the pages presented by one of the bidders had a typo on the amount of the total bid. He also asked to receive a copy of the insurance provided by Mike’s Tree Service.

Councilmember Bell asked that a representative of Mike’s Tree Service be present at the next meeting.

It was determined that the amount for asbestos abatement was the contractor’s responsibility and that it would be taken before a third party, on commercial structures only, not on residential structures. Co-Chairman Mc Gaffey said that one of the bidders turned in their bid based on the asbestos abatement for all of the structures.

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

** Councilmember Bell seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

d. Discussion/possible action regarding approval of submission to the Texas General Land Office (TGLO), of LJA Engineering, Inc. Construction Contract Change Order Request Form #1 for the 36” Sanitary Sewer Improvements.

** Councilmember Trube made a motion to approve the submission to the Texas General Land Office (TGLO), of LJA Engineering, Inc. Construction of the Change Order Form #1 for the 36’ Sanitary Sewer Improvements.

** Councilmember Osteen seconded the motion. **MOTION CARRIED UNANIMOUSLY.**



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e. Discussion/possible action regarding authorizing and designating Crescent Electric as the City's Contract Electrician to provide electric repair services for budget year 2013-2014 for various City facilities.

** Councilmember Brown made a motion to authorize Crescent Electric as the City's Contract Electrician to provide electric repair services for budget year 2013-2014 for various City facilities.

** Councilmember Osteen seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

f. Discussion/possible action for the approval of budgeted expenditures with Crescent Electric for Bayou Fest Electrical Up-Grades in the amount of \$30,281.00.

** Councilmember Trube made a motion for the approval of budgeted expenditures with Crescent Electric for Bayou Fest Electrical Up-Grades in the amount of \$30,281.00.

** Councilmember Brown seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(11) NEW BUSINESS

a. Discussion/possible action canceling the second Regular City Council meeting of May 26, 2014, due to Memorial Day.

** Councilmember Trube made a motion to cancel the second Regular Meeting of May 26, 2014, due to Memorial Day.

** Councilmember Brown seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

b. Discussion/possible action regarding Resolution No. **R-2014-007**, authorizing rescission of existing Emergency Medical Services patient billing waiver policy for unpaid balances not covered by insurance for "In-District Resident Patients"; and authorizing implementation of a revised Emergency Medical Services patient billing policy for "In-District Resident Patients" and "Out-of-District Patients".

** Councilmember Bell made a motion to approve Resolution No. **R-2014-007**.

** Councilmember Trube

c. Discussion/possible action regarding the recommendation of the Parks Board to adopt Ordinance No. **O-2014-006**, an Ordinance of the City Council of the City of La Marque, Texas, Amending Section 44-19, City Park Hours, of the Code of Ordinances, City of La Marque, Texas, to provide an exception for Bayou Fest, organized sport activities and other events authorized by the Parks Board and the City in any City Park. **THIS IS THE FIRST READING.** Mayor Hocking corrected the wording to read....."by the Parks Board **or** the City in any City Park."

** Councilmember Trube made a motion to adopt Ordinance No. **O-2014-006**.

** Councilmember Bell seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

d. Discussion/possible action regarding Ordinance No. **O-2014-007**, an Ordinance regarding the proposed abandonment of a 70.5' wide street (Oak Street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and 80' to 100' wide street section of Prune between block 49 and block 56. **THIS IS THE FIRST READING.**

** Councilmember Brown made a motion to adopt Ordinance No. **O-2014-007**.

** Councilmember Bell seconded the motion.



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Councilmember Osteen asked if all of the utility companies were sent letters, to which Ms. Tims answered yes and commented, "All of the utility companies were notified and we have received a few emails, and that there were no facilities or utilities through the property."

MOTION CARRIED UNANIMOUSLY.

- e. Discussion/ possible action regarding Ordinance No. **O-2014-008**, an Ordinance amending Section 41-210 and Section 71-4 of the Code of Ordinances of the City of La Marque, Texas to add definitions of approved fence materials and screening fence or blind fence; amending Section 41-211 of the Code of Ordinances of the City of La Marque, Texas, to prohibit screening fences or blind fences in front yards; amending Section 71-21 (3) a. and b., of the Code of Ordinances of the City of La Marque, Texas to increase the maximum height of screening elements and fences from six (6) feet to seven (7) feet and the maximum height of screening of nonresidential uses in Residential Districts from eight (8) feet to twelve feet (12); amending Section 71-21 (3) by adding a new subsection c., to prohibit screening fences or blind fences in front yards; and providing for a severability clause. **THIS IS THE FIRST READING.** Mayor Hocking asked that the wording be corrected since it made no sense.

** Councilmember Brown made a motion to adopt Ordinance No. **O-2014-008**.

** Councilmember Bell seconded the motion.

A. Tims gave a brief overview of how the ordinance changes have been reviewed before the Planning and Zoning and Board of Adjustments several times in the last few years.

Councilmember Trube said she isn't in favor, considered it to be double standard. Stating that "We don't allow those in residential areas to put up a privacy fences in front of their homes, but we allow and enforce the ordinance that requires a fence to be around a trailer park."

** Councilmember Brown made a motion to adopt Ordinance No. **O-2014-008**.

** Councilmember Bell seconded the motion. **MOTION CARRIED 3 to 1, WITH COUNCILMEMBER TRUBE VOTING IN OPPOSITION**

- f. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to approve Ordinance No. **O-2014-009**, an Ordinance of the City of La Marque, Texas, changing the Zoning classification of a tract of land from Single Family Residential to General Commercial, Lots two (2), three (3) and four (4) in Block 22 Division J Cook and Stewart Subdivision, Galveston County, Texas, recorded in Volume 81, page 526 all in the Map records in the office of the County Clerk of Galveston County, amending the Zoning Map of the City adopted the 12th day of December 2005 by Ordinance Number 953 **THIS IS THE FIRST READING.**

** Councilmember Bell made a motion to adopt Ordinance No. **O-2014-009**.

** Mayor Hocking seconded the motion. **MOTION CARRIED 3 to 1, WITH COUNCILMEMBER BROWN VOTING IN OPPOSITION**

- g. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to deny Ordinance No. **O-2014-0010**, an Ordinance of the City Council of the City of La Marque, Texas, changing the Zoning Classification from Single Family Residential to Agricultural a tract of land described as 5.994 acres of land out of part of the S.



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409.938.9202

F. Austin League Survey No. 4 in Galveston County Texas, as more fully described by metes and bounds attached in Exhibit “A” , all in the map records in the office of the County Clerk of Galveston County, Texas; Amending the Zoning map of the City adopted the 12TH day of December 2005 by Ordinance 953 – Development Services Director A. Tims **THIS IS THE FIRST READING**

** Councilmember Osteen made a motion to approve the recommendation of the Planning and Zoning Commission to deny the rezone request.

** Councilmember Trube seconded the motion.

Councilmember Bell the reason the Planning and Zoning Commission was recommending the denial of the rezone request.

Commissioner Colombo reported that several neighbors opposed the request during the public hearing before the Planning and Zoning Commission, and if it is more than 20%, the recommendation has to be recommended to deny the request. **MOTION CARRIED UNANIMOUSLY.**

(12) CITY MANAGER REPORT – No Council Action Necessary

- **Development Services**
- **Judicial**
- **Police/OEM**
- **Fire/EMS**
- **Library**
- **Public Works**

(13) EXECUTIVE SESSION

Council will adjourn into Executive Session in accordance with the Texas Government Code Sections: 551.071(Consultation with Attorney) - Discuss proposed settlement regarding a grievance with the La Marque Police Association and 551.071 (Consultation with Attorney) – Discuss the appeal of Alfred Decker

Mayor Hocking thanked all that attended the Council meeting before recessing the Regular Council meeting to go into Executive Session at 8:24 p.m.

Mayor Hocking reconvened the Regular Meeting at 10:09 p.m.

(14) Discuss/possible action taken from Executive Session regarding the grievance with the La Marque Police Association.

Mayor Hocking made a motion to approve the settlement between the City of La Marque and the La Marque Police Association, dated March, 3, 2014.



1111 Bayou
La Marque, Texas 77568
409.938.9202

Councilmember Osteen said that he wanted it duly noted, that this occurred in 2009 before he, and Councilmember Brown and the Mayor were on City Council.

Councilmember Bell wanted it duly noted that although he and Councilmember Trube were on City Council, the monies were budgeted in the City's coffers available for disbursement.

(15) REQUESTS AND ANNOUNCEMENTS

Mayor Hocking wished Mr. Koneman a Happy 88 Year Birthday and for those to continue to pray for Sonny Manuel, as he is very ill.

Councilmember Bell asked that the resignation letter of Peggy Phillips for acceptance and the appointment of another member of the Clean City Commission to replace her be on the next agenda.

(16) ADJOURNMENT

Councilmember Trube made a motion to adjourn and Councilmember Osteen seconded at 10:12 p.m.

Mayor Bobby Hocking

ATTEST:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Ana Tims
Department: Development Services

Agenda item: 6&7a
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-001**, an ordinance of the City Council of the City of La Marque, Texas, changing the zoning classification from Single Family Residential to General Commercial, of a tract of land, lots six (6), seven (7), eight (8) and nine (9) in Section 1, Amburn's Subdivision in the Daugherty Survey No.4, out of the Marchand Tract, S.F. Austin League No. 4, Galveston County, Texas, according to the map or plat thereof recorded in Volume 254 A, Page 50, all in the map records in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the Zoning map of the City adopted the 12th day of December 2005 by Ordinance Number 953. (T. Vaught - Kirby) **THIS IS THE SECOND AND FINAL READING.**

☒ Attachments for reference

1. Ordinance
2. BACKUP- including application requesting zoning change for lots six (6), seven (7), eight (8) and nine (9) in section 1 Auburn's Subdivision in the Daugherty Survey No.4, out of the Marchand Tract, S. F. Austin League No. 4; Galveston County Appraisal District 200 Foot Radius; survey, letters to residents, Zoning map of the area
3. **Copy of unapproved** Planning and Zoning Commission minutes for February 18, 2014
4. Letter of Recommendation from P&Z Commission

Staff Briefing:

The La Marque Planning and Zoning Commission received a request for a change in zoning to a parcel described as a tract of land lots six (6), seven (7), eight (8) and nine (9) in section 1 Amburn's Subdivision in the Daugherty Survey No.4, out of the Marchand Tract, S. F. Austin League No. 4 Galveston County, Texas, according to the map or plat thereof recorded in volume 254A, Page 50, all in the map records in the office of the County Clerk of Galveston from Single Family Residential to General Commercial.

History:

- **September 19, 2013-** Galveston County Central Appraisal District 200 Foot Radius determined.
- **September 20, 2013-** Application requesting zoning change for lots (6), seven (7), eight (8) and nine (9) in section 1 Amburn's Subdivision in the Daugherty Survey No.4, out of the Marchand Tract, S. F. Austin League No. 4 received.
- **January 13, 2014-** tabled at the City Council Meeting
- **February 18, 2014-** Planning and Zoning Public Hearing held.
- City Attorney has reviewed and approved the proposed Ordinance
- **March 10, 2014-** Ordinance passed on first reading by City Council
- **March 24, 2014-** Conduct Public Hearing/second and final reading of Ordinance

Target Implementation: March 24, 2014



CITY COUNCIL AGENDA FORM

Significant Action Dates:

- **September 20, 2013**- Received application requesting zoning change for lots (6), seven (7), eight (8) and nine (9) in section 1 Amburn's Subdivision in the Daugherty Survey No.4, out of the Marchand Tract, S. F. Austin League No. 4.
- **February 18, 2014**-Planning and Zoning Public Hearing held.
- **March 10, 2014**- Ordinance passed on first reading by City Council.
- **March 24, 2014**- Public Hearing/second and final reading before City Council.

Action:

- | | | | |
|-------------------------------------|--|-------------------------------------|----------------------|
| ☒ | Ordinance | ☐ | Resolution |
| ☐ | Proclamation | ☐ | Special Presentation |
| ☐ | Finance Report | ☒ | Public Hearing |
| ☐ | Other (be Specific) | | |
| ☒ | Check box if there is no conflict with City Charter, ordinances, resolutions, or policies. | | |

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

Staff's Recommendation: Motion to adopt Ordinance No. **O-2014-001**, an Ordinance of the City Council of the City of La Marque, Texas, changing the zoning classification from Single Family Residential to General Commercial, a tract of land, lots six (6), seven (7), eight (8) and nine (9) in Section 1 Amburn's Subdivision in the Daugherty Survey No. 4, out of the Marchand Tract, S.F. Austin League No. 4, Galveston County, Texas, according to the map or plat thereof recorded in Volume 254A, Page 50, all in the map records in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the Zoning map of the City adopted the 12th day of December 2005 by Ordinance number 953. **THIS IS THE SECOND AND FINAL READING.**

Fiscal Impact: Approval of the re-zone request allows the opportunity to establish a commercial usage on the parcel that will increase tax revenues to the city once the property is developed.

ORDINANCE NO. O-2014-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL, A TRACT OF LAND, LOTS SIX (6), SEVEN (7) , EIGHT (8) AND NINE (9) IN SECTION 1 AMBURN'S SUBDIVISION IN THE DAUGHERTY SURVEY NO. 4, OUT OF THE MARCHAND TRACT, S.F. AUSTIN LEAGUE NO. 4 GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254A, PAGE 50 , ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Tom Vaught (the "Applicant") agent of the owner of the property who has purchased the tract of land described as A TRACT OF LAND LOTS SIX (6), SEVEN (7), EIGHT (8), AND NINE (9) IN SECTION 1 AMBURN'S SUBDIVISION IN THE DAUGHERTY SURVEY NO. 4, OUT OF THE MARCHAND TRACT, S.F. AUSTIN LEAGUE NO. 4 GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254A, PAGE 50 , ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") made part hereof for all purposes; and

WHEREAS, the Property presently has a zoning classification of Single Family Residential under Chapter 71: Zoning of the Code of ordinances of the City of La Marque; and

WHEREAS, the applicant has made application to the City to change such zoning classification of said property from Single Family Residential to General Commercial as authorized by the City's Zoning Ordinance; and

WHEREAS, the City Council of the City has conducted, in time and manner and after the notice required by law and Chapter 71: Zone of the Code of Ordinances of the City of La Marque, a public hearing on such request in classification; and

WHEREAS, The request for amendment to the zoning boundaries was submitted together with the required fees to the administrative official causing the petition to be placed on the February 18, 2014, Special Scheduled Planning and Zoning meeting agenda; and

WHEREAS, The Planning and Zoning Commission held a public hearing on January 14, 2014; and

WHEREAS, Written notice of all public hearings on proposed changes to district boundaries was sent to all property owners within 200 feet of the tract to be re-zoned using the last known address as listed on the City tax roll and depositing the notice, postage paid, in the United States mail sent not less than ten days before such hearing was held; and

WHEREAS, the Planning and Zoning Commission, after the public hearing was closed, voted to recommend the proposed change and the report was forwarded to City Council for setting and holding of public hearing thereon; and

WHEREAS, City Council of the City has not received protest against such change; and

WHEREAS, City Council now deems it appropriate to grant such requested change in classification;

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

Section 1. The facts and the matters set forth in the preamble on this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of the certain tract of land described as A TRACT OF LAND LOTS SIX (6), SEVEN (7) , EIGHT (8) AND NINE (9) IN SECTION 1 AMBURN'S SUBDIVISION IN THE DAUGHERTY SURVEY NO. 4, OUT OF THE MARCHAND TRACT, S.F. AUSTIN LEAGUE NO. 4 GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254A, PAGE 50, ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS is hereby changed from Single Family Residential to General Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

Section 3. The zoning map of the City, adopted on the 12th day of December, 2005 by ordinance number 953, shall be revised and amended to show the zoning reclassification of said tract of land as provided in section 2 hereof, with the appropriate reference to the number and effective date of this Ordinance and brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the change in zoning classification of the tract described in section 2 hereof.

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the 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 AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the 10th day of March, 2014.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2014.

Bobby Hocking, Mayor
City of La Marque, Texas

APPROVED AS TO FORM

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldridge, City Clerk

1712424 12111115

529°17'W 326.46'

set 3/8" I.P.

N. 31°W LOTS

237.80'

BRUSH

Lot 6

(7.40 ACRES)

145.81'

289°17'E (2003050971)

North
SCALE
1"=50'

Lot 7

set 3/8" I.P.

Lot 8

Lot 9

54°13'01"E 345.46' (Gulf Freeway)
H.S. 45

Find 1/2 I.P.

SURVEY OF LOTS SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) IN SECTION 1 AMBURN'S SUBDIVISION OF THE DAUGHERTY SURVEY, BEING A RE-SUBDIVISION OF THE DAUGHERTY SURVEY NO. 4, OUT OF THE MARCHAND TRACT, S.F. AUSTIN LEAGUE NO. 4, GALVESTON COUNTY, TEXAS

5592 - COMMONWEALTH TITLE
#2650000205/GARZA
ACME PARTNERSHIP
L.M. SODERBERG

SURVEYED SEPTEMBER 4, 2013

BY:

[Signature]

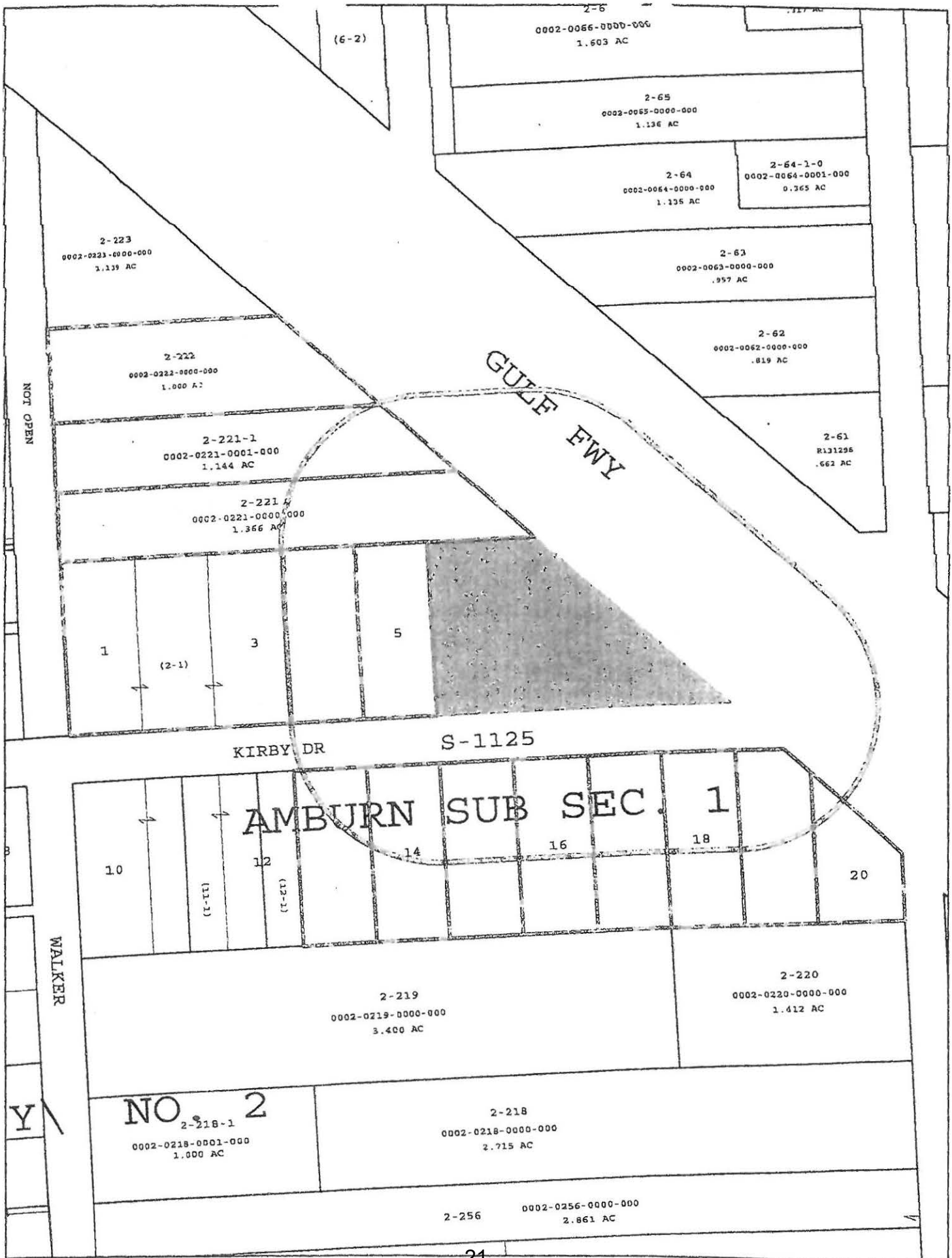


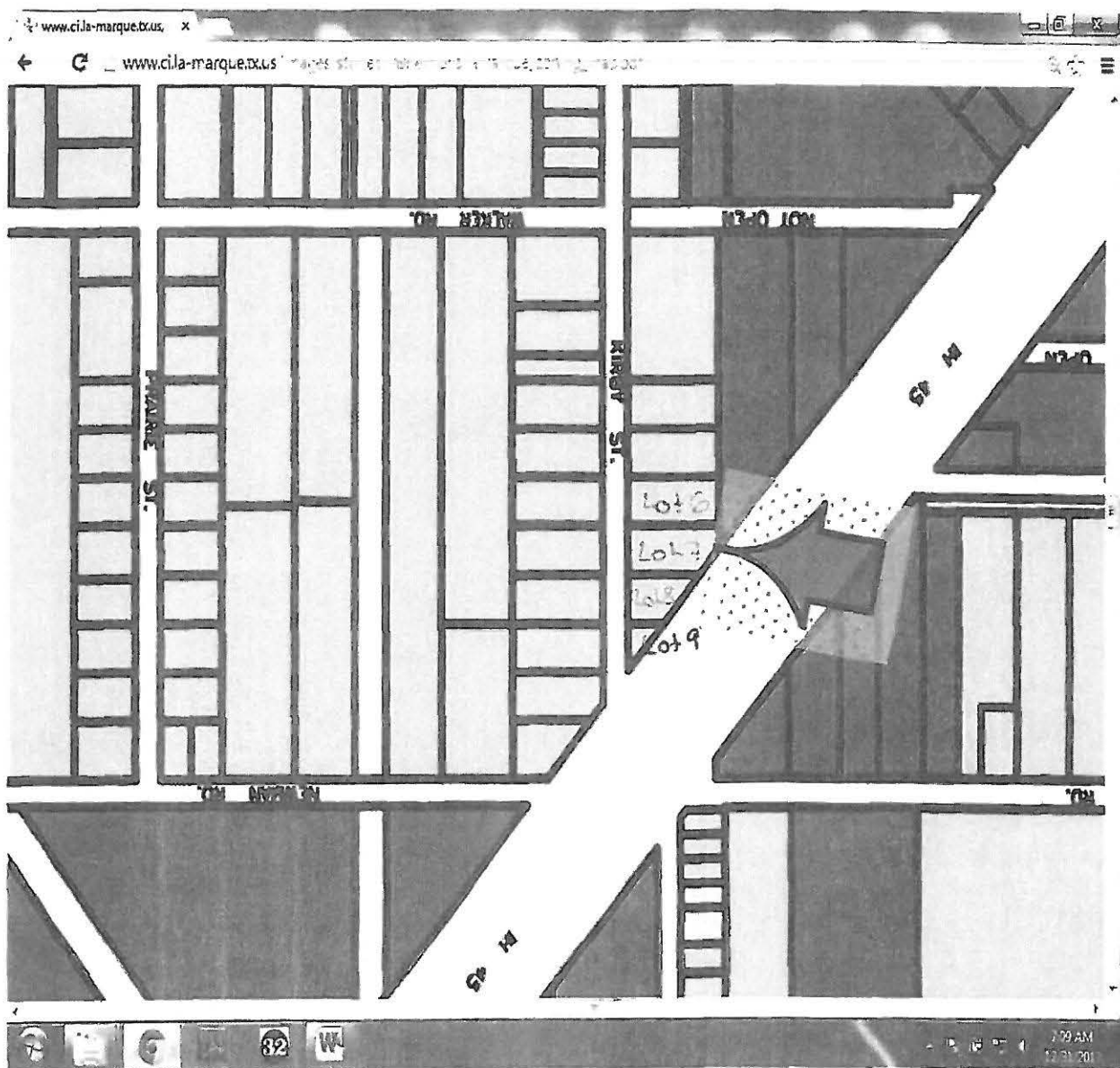
JAMES W. GARTRELL, JR.

GULF COAST ENGINEERING
AND SURVEYING

CONSULTING ENGINEER - SURVEYOR
P.O. BOX 382 LA MARQUE, TEXAS 77568

409/935-2462 TEXAS CITY 281/488-6969 HOUSTON





Lots 9, 8, 7 & 6

Requesting zoning change

From Single Family Residential
to General Commercial



Welcome to the City of La Marque Gateway to the Gulf

LA MARQUE DEPARTMENT OF BUILDING AND INSPECTIONS

1111 Bayou Road
La Marque, Texas 77568
O. 409.938.9204
F. 409.908.0549

CITY OF LAMARQUE
Planning and Zoning Commission

ALL PROPERTY OWNERS WITHIN 200 FEET WILL BE NOTIFIED BY MAIL. THERE IS A 15 DAY APPEAL PERIOD AFTER THE PUBLIC HEARING DURING WHICH NO CONSTRUCTION CAN BE DONE. THIS APPLICATION MUST BE RETURNED TO CITY HALL AT LEAST 14 DAYS PRIOR TO THE HEARING DATE.

(Warning: FILING OF APPLICATION STOPS ALL AFFECTED CONSTRUCTION)

DATE OF APPLICATION 9/20/13 FEE RECEIVED _____

NAME OF AGENT Thomas Vaught PHONE 210-724-9516

ADDRESS 10755 Lake Park Dr., San Antonio TX 78217

NAME OF OWNER Alvin + Lila Soderberg PHONE 281-703-1425

ADDRESS 13123 CR 761, Alvin TX 77511 ^{with copy to}
Robert Smith, Broker
PO Box 121

PROPERTY DESCRIPTION:

ADDRESS: Northwest Corner of IH 45 Access Rd and Kirby Dr.
Friendswood, TX 77549

PLOT OF AREA ATTACHED Yes METES AND BOUNDS ATTACHED Yes

PRESENT ZONE Residential

APPLICATION CHECKLIST

[] CERTIFIED PROPERTY OWNERS WITHIN 200-FEET OF THE PROPERTY-
LISTS PRINTED MORE THAN TWO WEEKS PRIOR TO APPLICATION SUBMITTAL
MAY NOT BE ACCEPTED

(CENTRAL APPRAISAL DISTRICT (CAD)- 600 GULF FREEWAY (EXIT 13- CENTURY
BOULEVARD EXIT) 409/935-1980)

[] SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS,
AND PROPERTY LINES [8-1/2X11] IF LARGER THAN 8-1/2X11, PLEASE FOLD TO
APPROPRIATE SIZE)

[] SURVEY (TO SCALE) (2 COPIES)

[] CURRENT TAX RECEIPTS-COUNTY TAX OFFICE, 722 MOODY (766-2481)

[] TITLE REPORT (IF LAND WAS PURCHASED WITHIN THE LAST 60 DAYS)



Welcome to the City of La Marque Gateway to the Gulf

SUBMITTED

DATE: 9/20/2013

APPROVED 2/18/2014 DENIED OTHER

COMMENTS Commissioner Castelline made a motion to approve the rezone. Commissioner Colombo seconds the motion. Motion passed unanimously.
BORA Denied variance to place a billboard on the property
APPLICANT'S CERTIFICATE ON 2-18-2014

I AFFIRM THAT MY STATEMENT CONTAINED IN THE APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Thomas C. Vaught
SIGNED

City of La Marque

1111 Bayou Rd., La Marque TX 77568

Receipt Number: 201301598

(409)938-9204

Date: 09/20/2013
Name:**Canceled:****Cashier:** EGRUNDMANN**Payer/Payee**Vaught, Thomas
10755 Lake Path Dr
San Antonio TX 78217-3214

Tracking Number	Parcel	Fee Description	Fee Amount	Amount Paid	Fee Balance
RZ2013-006 Kirby & I-45 LaMarque rezone	Kirby & I-45	REZONING CLASSIFICATION FEE 01-3300 (REZONING)	\$400.00	\$400.00	\$0.00
RZ2013-006 Kirby & I-45 LaMarque rezone	Kirby & I-45	REZONING CLASSIFICATION FEE 01-3300 (REZONING)	\$50.00	\$50.00	\$0.00

Total: \$450.00

Payment Method	Reference Number	Payment Amount	Total Amount
CHECK	7433	\$200.00	200.00
CHECK	7432	\$200.00	200.00
CHECK	10161	\$50.00	50.00
		Total:	\$450.00

That the following Schedule of fees shall apply for zoning change requests:

a. 0-25 Acres:

1. \$400 plus \$50 for each type of rezoning requested; or
2. \$450 if planned development Unit

b. 25-50 Acres:

1. \$450 plus \$50 for each type of rezoning requested;
2. or \$500 if planned development Unit

c. 50-75 Acres:

1. \$500 plus \$50 for each type of rezoning requested; or
2. \$550 if planned development Unit

d. 75-100 Acres:

1. \$550 plus \$50 for each type of rezoning requested; or
2. \$600 if planned development Unit

e. 100+ Acres:

1. \$600 plus \$50 for each type of rezoning requested; or
2. \$650 if planned development Unit

f. Re-Plats NO CHARGE

g. Zoning Letters/Certificate of Compliance \$25



Galveston County

Tax Office

Sunday, February 23, 2014

Property Tax Statement

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Unless otherwise noted, all data refers to tax information for 2013. All amounts due include penalty, interest, and attorney fees when applicable.

Cross Reference ID: 112500000006000

Pending Internet Payments:
No Payment Pending

Account Number: R131693

Address:
SODERBERG ALVIN L
13723 CR 761
ALVIN, TX 77511

Pay by Credit Card or E-Check

Market Value: \$29,730

Property Site Address:

Land Value: \$29,730

Legal Description:
ABST 2 PAGE 6 LOT 6 AMBURN SUB

Improvement Value: \$0

Current Tax Levy: \$870.61

Capped Value: \$0

Current Amount Due: \$0.00

Agricultural Value: \$0

Prior Year Amount Due: \$0.00

Exemptions: None

Total Amount Due: \$0.00

[Exemption and Tax Rate Information](#)

Last Payment Amount for Current Year Taxes: \$870.61

[Taxes Due Detail by Year and Jurisdiction](#)

Last Payer for Current Year Taxes:
SODERBERG ALVIN L

[Payment Information](#)

Last Payment Date for Current Year Taxes: 12/16/2013

[Print a Current Tax Statement](#)

Active Lawsuits: None

[Register to Receive Electronic Tax Statements](#)

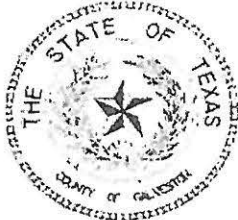
[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

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Cross Reference ID: 112500000007000

Pending Internet Payments:
No Payment Pending

Account Number: R131694

Address:
SODERBERG ALVIN L
13723 CR 761
ALVIN, TX 77511

[Pay by Credit Card or E-Check](#)

Property Site Address:

Market Value: \$27,790

Legal Description:
ABST 2 PAGE 6 LOT 7 AMBURN SUB

Land Value: \$27,790

Current Tax Levy: \$813.80

Improvement Value: \$0

Current Amount Due: \$0.00

Capped Value: \$0

Agricultural Value: \$0

Prior Year Amount Due: \$0.00

Exemptions: None

Total Amount Due: \$0.00

[Exemption and Tax Rate Information](#)

Last Payment Amount for Current Year Taxes: \$813.80

[Taxes Due Detail by Year and Jurisdiction](#)

Last Payer for Current Year Taxes:
SODERBERG ALVIN L

[Payment Information](#)

Last Payment Date for Current Year Taxes: 12/16/2013

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Active Lawsuits: None

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Cross Reference ID: 112500000008000

Pending Internet Payments:
No Payment Pending

Account Number: R131695

Address:
SODERBERG ALVIN L
13723 CR 761
ALVIN, TX 77511

[Pay by Credit Card or E-Check](#)

Property Site Address:

Market Value: \$17,130

Legal Description:
ABST 2 PAGE 6 LOT 8 AMBURN SUB

Land Value: \$17,130

Current Tax Levy: \$501.63

Improvement Value: \$0

Current Amount Due: \$0.00

Capped Value: \$0

Agricultural Value: \$0

Prior Year Amount Due: \$0.00

Exemptions: None

Total Amount Due: \$0.00

[Exemption and Tax Rate Information](#)

Last Payment Amount for Current Year Taxes: \$501.63

[Taxes Due Detail by Year and Jurisdiction](#)

Last Payer for Current Year Taxes:
SODERBERG ALVIN L

[Payment Information](#)

Last Payment Date for Current Year Taxes: 12/16/2013

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Active Lawsuits: None

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Galveston County

Tax Office

Sunday, February 23, 2014

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Cross Reference ID: 11250000009000

Pending Internet Payments:
No Payment Pending

Account Number: R131696

Address:
SODERBERG ALVIN L
13723 CR 761
ALVIN, TX 77511

Pay by Credit Card or E-Check

Property Site Address:

Market Value: \$5,480

Legal Description:
ABST 2 PAGE 6 LOT 9 AMBURN SUB

Land Value: \$5,480

Current Tax Levy: \$160.47

Improvement Value: \$0

Current Amount Due: \$0.00

Capped Value: \$0

Prior Year Amount Due: \$0.00

Agricultural Value: \$0

Total Amount Due: \$0.00

Exemptions: None

Last Payment Amount for Current Year Taxes: \$160.47

[Exemption and Tax Rate Information](#)

Last Payer for Current Year Taxes:
SODERBERG ALVIN L

[Taxes Due Detail by Year and Jurisdiction](#)

Last Payment Date for Current Year Taxes: 12/16/2013

[Payment Information](#)

Active Lawsuits: None

[Print a Current Tax Statement](#)

[Register to Receive Electronic Tax Statements](#)

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GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591
Telephone: (409) 935-1980 or toll free (866) 277-4725
Fax: (409) 935-4319

City Planning Packs

Check The One(s) That Apply:

☒ 200 Foot Radius

☐ Adjacent Property Owners Listing

Subject Property Address: _____

Subject Property Acct #: _____ R 131693, R 131694, R 131695, R 131696

Name Of Contact Person: Tom Vaughn

Phone Number Of Contact Person: 210-724-9516

Date: 9-19-13 Request Will Be Ready After Noon On
Next Day. (Some Exceptions May Apply)

* The charge for this service is between \$2.00 and \$5.00, depending on the number of property owners involved.



Media Choice™

tvault@mediachoice.com
Cell: 210-724-9516

MEDIA CHOICE LLC
3701 BEE CAVES RD SUITE 101
AUSTIN, TX 78746
PHONE: 512-693-9905
FAX: 512-693-9904



1111 Bayou Road
La Marque, Texas 77568
409.938.9202

CITY OF LA MARQUE
PROPERTY OWNER PUBLIC NOTICE
REZONING REQUEST

February 3, 2014

Dear Property Owner:

This PUBLIC NOTICE is in accordance with Section 26, AMENDMENTS, Subsection D. PUBLIC HEARING AND NOTICE, of the City of La Marque's Zoning Ordinance. An application for rezoning has been received by the Planning and Zoning Commission. Land under your ownership or care, as listed with the City of La Marque Tax Records, is located within 200 feet of the property that is being considered for rezoning.

The area under consideration for rezoning include. LOTS SIX (6), SEVEN (7), EIGHT (8), AND NINE(9) IN SECTION 1 AMBURN'S SUBDIVISION OF THE DAUGHERTY SURVEY, BEING A RE-SUBDIVISION OF THE DAUGHERTY SURVEY NO. 4, OUT OF THE MARCHAND TRACT, S.F. AUSTIN LEAGUE NO. 4, GALVESTON COUNTY, TEXAS

SUBDIVISION The property is located at Kirby Street at IH-45 Southbound Access Road.

The Current zoning is (R-1) Single Family Residential. The proposed zoning is (C-1) General Commercial.

NOTE:

This is your OFFICIAL NOTICE that the Planning and Zoning Commission will conduct a PUBLIC HEARING, on February 18, 2014 at 4:00 PM, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above rezoning request.

Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call or write to the City of La Marque Inspection Department at the following:

City of La Marque
Inspection Department
a.tims@ci.la-marque.tx.us
1111 Bayou Rd.
La Marque, TX 77568
409-938-9206

Respectfully,

Ana Tims
Building Official

(REF	NAME	ADDRESS	ADDRESS2	CITY	ST	ZIP
0002-0221-0000-000	HERNANDEZ, CHRISTOPHER L &	DEBORAH J	2750 HOLLY HALL #1305	HOUSTON	TX	77054
0002-0221-0001-000	HERNANDEZ, CARLOS V & NORA A	26 N SANDPIPER		LA MARQUE	TX	77568
0002-0222-0000-000	LANE, JESSE	5764 N ORANGE BLOSSOM TRL	PMB181	ORLANDO	FL	32810
1125-0000-0002-001	ASHLEY, BILLY LEE	4206 KIRBY DR		LA MARQUE	TX	77568-3108
1125-0000-0004-000	ASHLEY, LORETTA J HOWARD	4206 KIRBY DR		LA MARQUE	TX	77568-3108
1125-0000-0005-000	ASHLEY, BILLY L &	LORETTA J	4202 KIRBY	LA MARQUE	TX	77568
1125-0000-0013-000	BEARD, CARL E & MYRA	4207 KIRBY DR		LA MARQUE	TX	77568-3107
1125-0000-0014-000	FLORES, EVA M	4111 KIRBY DR		LAMARQUE	TX	77568
1125-0000-0015-000	BURTON, SANDRA M	1601 DUROUX RD		LA MARQUE	TX	77568-4642
1125-0000-0016-000	ODONOHUE, RAYMOND B & GLORIA J	4107 KIRBY DR		LA MARQUE	TX	77568-3105
1125-0000-0017-000	PEARSON, RONNIE	& ASHLEE PFUNDSTEIN	4103 KIRBY DR	LA MARQUE	TX	77568
1125-0000-0018-000	BRADY FAMILY TRUST C	PO BOX 16109		GALVESTON	TX	77552-6109
1125-0000-0019-000	BRADY FAMILY TRUST C	PO BOX 16109		GALVESTON	TX	77552-6109
1125-0000-0020-000	BRADY FAMILY TRUST C	PO BOX 16109		GALVESTON	TX	77552-6109

Hernandez, Christopher
2750 Holly Hall #1305
Houston, TX 77054

Hernandez, Carlos
26 N. Sandpiper
LaMarque, TX 77568

Lane, Jesse
5764 N. Orange Blossom Trail
Orlando, FL 32810

Ashley, Billy
4206 Kirby
LaMarque, TX 77568

Beard, Carl
4207 Kirby
LaMarque, TX 77568

Flores, Eva
4111 Kirby
LaMarque, TX 77568

Burton, Sandra
1601 Duroux
LaMarque, TX 77568

Ondonohoe, Raymond
4107 Kirby
LaMarque, TX 77568

Ashlee Pfundstein
4103 Kirby
LaMarque, TX 77568

Brady Family trust
PO Box 16109
Galveston, Tx 77552



1111 Bayou
La Marque, Texas 77568
409.938.9202

Planning and Zoning Committee
Special Meeting
February 18, 2014

1. CALL TO ORDER

Chairman Stanley called the meeting to order at 4:02 p.m.

2. ROLL CALL

PRESENT:

Dickey Stanley
Chris Colombo
Mike Castelline

ABSENT: Annette Callis

Norman Koneman

STAFF PRESENT:

Ana Tims, Director Development Services
Robin Eldridge, City Clerk
City Attorney Ellis Ortego

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Bobby Hocking dispensed the Invocation and Pledge of Allegiance was presented by Commissioner Stanley.

4. APPROVAL OF MINUTES

- a. Special Meeting on December 3, 2013.
- b. Regular Meeting on January 14, 2014.

Commissioner Colombo made a motion to approve the minutes of the Special Meeting held on December 3, 2013 and the Regular Meeting held on January 14, 2014. Commissioner Castelline seconded the motion. Motion carried unanimously.

5. CITIZEN'S PARTICIPATION

There was none.

6. PUBLIC HEARING

- a. Conduct Public Hearing - regarding proposed re-zone for properties described as lots six (6), seven (7), eight (8), and nine (9) in Section 1 Amburn's Subdivision of the Daugherty Survey, being a re-subdivision of the Daugherty Survey No. 4, out of the Marchand Tract, S. F. Austin League No. 4, Galveston County, Texas from Single Family Residential to General Commercial.

Chairman Stanley closed the Regular meeting and opened the Public Hearing at 4:05 p.m.

1. Tom Vought was present representing the properties that border the I-45 access Road and Kirby and the frontage road. "We do have a few developers that are interested in the properties. One of which is a medical clinic."



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Chairman Stanley closed the public hearing and reconvened the Regular meeting at 4:08 p.m.

The public had no comments.

7. NEW BUSINESS

- a. Discussion/Possible Action- regarding proposed re-zone for properties described as 5.994 Acres of Land out and part of the S.F. Austin League Survey No. 4 in Galveston County Texas. As more fully described by metes and bounds from Single Family Residential to Agricultural. Public Hearing was held on January 14, 2014.

Commissioner Stanley made a motion to make a recommendation to City Council to deny the rezone request. Commissioner Colombo seconded the motion. Motion carried unanimously.

- b. Discussion/possible action-regarding proposed re-zone for properties described as Abstract 150 Page 5 Lots 2, 3 & 4 Block 22 Division J Cook & Stewart Subdivision as recorded in Galveston County Texas from Single family Residential to General Commercial. Public Hearing was held on January 14, 2014.

Commissioner Colombo made a motion to make a recommendation to City Council to approve the rezone request. Commissioner Castelline seconded the motion. Motion carried unanimously.

- c. Discussion/possible action-regarding the proposed preliminary plat for Landing at Delaney Cove Section One containing approximately 6.9 acres proposing to create thirty-two single family residential lots and two landscape/open space reserves within the limits of the preliminary plat.

Brian Gerald, a representative of IDS Engineering, presented the preliminary plat which outlined the northwest corner of 1765 and Delaney Road.

Commissioner Colombo made a motion to approve the preliminary plat for Landing at Delaney Cove. Commissioner Stanley seconded the motion. Motion carried unanimously.

- d. Discussion/ possible action regarding proposed re-zone for properties described as lots six (6), seven (7), eight (8), and nine (9) in Section 1 Amburn's Subdivision of the Daugherty Survey, being a re-subdivision of the Daugherty Survey No. 4, out of the Marchland Tract, S. F. Austin League No. 4, Galveston County, Texas from Single Family Residential to General Commercial. Public Hearing was held on January 14, 2014

Commissioner Castelline made a motion to make a recommendation to City Council to approve the rezone request. Commissioner Colombo seconded the request. Motion carried unanimously.

8. OLD BUSINESS

- a. Discussion/ possible action – regarding a proposed ordinance in reference fences and requirements. After a brief discussion, motion was made by Commissioner Colombo to approve the proposed ordinance pertaining to fences. Commissioner Castelline seconded the motion. Motion carried unanimously.



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- b. Discussion/ possible action- regarding development permits
After a brief discussion and a question of the City Attorney, Commissioner Colombo made a motion to table this item in order to prepare an ordinance. Commissioner Castelline seconded the motion. Motion carried unanimously.
- c. Discussion/possible action regarding up-dates to City Ordinance Chapter 32 Flood Damage Prevention and related ordinances.

Commissioner Colombo made a motion to approve the proposed up-dates to the ordinance and refer this item to the City Council. Commissioner Stanley seconded the motion. Motion carried unanimously.

9. CHAIRMAN REPORT

There was no report.

10. REQUESTS AND ANNOUNCEMENTS

Commissioner Colombo thanked staff and the City Manager for their help.

11. ADJOURNMENT

It was the consensus of the present members to adjourn the meeting at 4:25 p.m.

Dickey Stanley, Chairman
Planning & Zoning Commission



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409.938.9203

Planning & Zoning Commission

Dickey Stanley, Chairman
Chris Colombo, Commissioner
Mike Castelline, Commissioner
Norman Koneman, Commissioner
Annett Callis, Commissioner

March 5, 2014

Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Dear Mayor and City Council:

On February 18, 2014, the Planning and Zoning Commission conducted a Public Hearing to receive public input on the rezone request from Thomas Vaught to rezone lots six (6), seven (7), eight (8), and nine (9) in Section 1 Amburn's Subdivision of the Daugherty Survey, being a re-subdivision of the Daugherty Survey No. 4, out of the Marchand Tract, S. F. Austin League No. 4, Galveston County, Texas from Single Family Residential to General Commercial.

The Planning and Zoning Commission would like to recommend to City Council for consideration, the approval of this rezoning request.

Thank you,



Dickey Stanley
Chairman, Planning and Zoning Commission



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Ed Hersh
Department: Public Works

Agenda item: 6&7b
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the recommendation of the Parks Board to adopt Ordinance No. **O-2014-006**, an Ordinance of the City Council of the City of La Marque, Texas, Amending Section 44-19, City Park Hours, of the Code of Ordinances, City of La Marque, Texas, to provide an exception for Bayou Fest, organized sport activities and other events authorized by the Parks Board or by the City in any City Park. **THIS IS THE SECOND AND FINAL READING.**

X

Attachments for reference

1. Ordinance
2. Copy of **unapproved** February 20, 2014 Park Board Minutes

Staff Briefing:

- Current ordinance requires parks (except Mahan) be open one-half hour before sunrise to one-half hour after sunset. Mahan can remain open after sunset as this park is used for athletic events and has lights.
- Closing parks, especially Highland Bayou Park, during special events creates a hardship for participants as they would need to vacate the park and leave their booths unattended.
- Bayou Fest is the City's major special event and the cook off teams need to set up the evening prior to begin preparations for cook-off.
- Amending the hours would allow for greater use of Highland Bayou Park to include scout camp overs, Easter Sunrise Services and other special events.

History:

- The current Ordinance No. 44-19 restricts park operating hours, except Mahan Park to one-half hour prior to sunrise to one-half hour after sunset.
- **February 20, 2014** – Parks Board reviewed the proposed ordinance and voted unanimously to recommend that Council adopt this proposed ordinance to amend park hours.
- **March 10, 2014** – Passed on first reading by City Council.
- **March 24, 2014** – Public Hearing/second and final reading before City Council.

Target Implementation: April 1, 2014

- Significant Action Dates: **February 20, 2014** – Parks Board reviewed the proposed ordinance and voted unanimously to recommend that Council adopt this proposed ordinance to amend park hours.
- **March 10, 2014** – Passed on first reading by City Council
- **March 24, 2014** – Public Hearing/second and final reading before City Council.



CITY COUNCIL AGENDA FORM

Action:

- | | |
|---|--|
| ☒ Ordinance | ☐ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☒ Public Hearing |
| ☐ Other (be Specific) | |
- ☒ Check box if there is no conflict with City Charter, ordinances, resolutions, or policies.

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

Staff's Recommendation: Motion to adopt Ordinance No. **O-2014-006** an Ordinance of the City Council of the City of La Marque, Texas, Amending Section 44-19, City Park Hours, of the Code of Ordinances, City of La Marque, Texas, to provide an exception for Bayou Fest, organized sport activities and other events authorized by the Parks Board or by the City in any City Park. **THIS IS THE SECOND AND FINAL READING.**

Fiscal Impact: None

ORDINANCE NO. O-2014-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING SECTION 44-19, CITY PARK HOURS, OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, TO PROVIDE AN EXCEPTION FOR BAYOU FEST, ORGANIZED SPORTS ACTIVITIES AND OTHER EVENTS AUTHORIZED BY THE PARKS BOARD OR BY THE CITY IN ANY CITY PARK.

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

That Sec. 44-19, City Park Hours, of the Code of Ordinances, City of La Marque, Texas, is hereby amended to read as follows:

“Section 44-19. City Park Hours

(a) All city parks with the exception of Mahan Park shall be open to the public only during designated hours as set out below:

The designated hours for all city parks except Mahan Park shall be from one-half hour before sunrise to one-half hour after sunset. No person shall be allowed to be in or on park grounds except during designated hours.

(b) This section shall not apply to Bayou Fest, any approved organized sports activities or other events as recommended and authorized by the Parks Board or by the City in any city park.

(c) Any violation will be subject to a penalty as provided by Section 1-9 of the Code of Ordinances, City of La Marque, Texas.”

PASSED AND APPROVED on first reading this 10th day of March, 2014.

PASSED AND APPROVED on second and final reading this the _____ day of _____, 2014.

Bobby Hocking, Mayor
City of La Marque, Texas

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldridge, City Clerk



LA MARQUE PARKS BOARD
REGULAR MEETING MINUTES
February 20, 2014

1. CALL MEETING TO ORDER

Chairman McGaffey called the meeting to order at 6:40 p.m.

2. ROLL CALL

Roll was called and a quorum was present.

PRESENT: Louis "Mac" McGaffey, Bo Hunter, Larry Walker, Herbert Franklin, Al Reida, C. J. Leggett.
Michael "Rock" Bock

ABSENT: Larry Walker

STAFF: Ed Hersh

3. APPROVAL OF MINUTES

- a. Regular Meeting, January 14, 2014

Bo Hunter made a motion to approve the minutes.

C. J. Leggett seconded the motion. Minutes were passed unanimously.

4. CITIZEN PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Parks Board limited to three (3) minutes). In compliance with Texas Open Meeting Act the Parks Board may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours –

None

5. OLD BUSINESS

- a. Discussion/possible action- approving the Parks Board Monthly Financial Report

Bo Hunter made a motion to approve the financial report.

Al Reida seconded the motion; motion passed unanimously.

- b. Discussion/possible action – repairs to equipment in all parks –

Ed Hersh reported the following:

- Fall surface has been installed at MLK Jr. Park playground; under the swings at Lagana Park and under the swings at Highland Bayou Park.
- Trees have been trimmed in Mahan Park.
- The security light in MLK Jr. Park has been repaired and is now working.
- The Walter Feigle Park sign has been installed

6. NEW BUSINESS

- a. Discussion/possible action –Designating soccer fields at Highland Bayou Park for youth, teen and adult use.

Mr. McGaffey opened the discussion describing the current layout of the three soccer fields and suggesting that it would be beneficial to identify each field by a number.

Al Reida made the motion to designate each field #1, #2 and #3 going from left to right with field #2 being the field directly behind the pavilion.

C. J. Leggett seconded the motion. Motion passed unanimously.

- b. Discussion/possible action-An agreement with LaLiga soccer for the use of a soccer field at Highland Bayou Park.

Last month a representative from the LaLiga Soccer League appeared to request use of one field at Highland Bayou Park for their season games.

Herb Franklin made the motion to approve the contract and recommend to Council allowing the LaLiga Soccer program use of Field #1 at Highland Bayou Park with the exception of the month of October.

Bo Hunter seconded the motion. Motion passed unanimously.

- c. Discussion/possible action-An Agreement for adult soccer and for use of the soccer field at Highland Bayou Park.

A new adult soccer group has requested use of a field for soccer games.

C.J. Leggett made the motion to approve the contract and recommend to Council allowing the adult soccer program use of Field #2 at Highland Bayou Park with the exception of the month of October.

Al Reida seconded the motion. Motion passed unanimously.

- d. Discussion/possible action-An Agreement with Alejandro Medellin-Hustle Baseball for use of the baseball fields at Mahan Park.

Bo Hunter made a motion to table this item until the March meeting.

Herb Franklin seconded the motion. Motion passed unanimously.

- e. Discussion/possible action-changing Highland Bayou Park hours for City sponsored events.

The Chairman explained that this ordinance is needed to allow the BBQ teams at Bayou Fest to spend the night(s) in preparation for the cook off. The current ordinance requires the park to be closed one half hour after sunset.

Al Reida made the motion to approve the proposed ordinance with the amendment that under Section B the word and be changed to or as to read....authorized by the Parks Board or by the City....

C.J. Leggett seconded the motion. Motion passed unanimously.

- f. Discussion/possible action-Purchase of stabilized sand for Mahan Park not to exceed \$425.00.

The chairman explained the need for stabilized sand to be added around the boat ramp as much of the ground has been washed away.

C.J. Leggett made the motion to approve funds not to exceed \$425.00 for stabilized sand.

Bo Hunter seconded the motion. Motion passed unanimously.

- g. Discussion/possible action-Next meeting date-March 20, 2014

Herb Franklin made a motion to accept March 20, 2014 as the date for the next meeting.

C.J. Leggett seconded the motion; motion passed unanimously.

7. REQUESTS AND ANNOUNCEMENTS –

- Bo Hunter gave a financial report from the Bayou Fest 3 on 3 basketball tournament. He reported that the tournament netted a profit of \$31.00 after expenses.

- Mr. Hunter also said that the parks operation is on track and keep on progressing!
- “Rock” discussed the BBQ cook off and some possible new Friday evening options.
- Mac also discussed the BBQ and said that he would like to add a chili category.

10. ADJOURNMENT: Next Meeting March 20, 2014

C. J. Leggett made a motion to adjourn.

Bo Hunter seconded the motion; motion passed unanimously.

Meeting adjourned at 7:55 pm.

Louis McGaffey, Chairperson



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Ana Tims
Department: Development Services

Agenda item: 6&7c
Reviewed by: Carol Battler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-007**, an ordinance regarding the proposed abandonment of a 70.5' wide street (Oak Street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and 80' to 100' wide street section of Prune between block 49 and block 56. (Land & Sea) **THIS IS THE SECOND AND FINAL READING.**

Attachments for Reference

1. Ordinance with Exhibits (metes & bounds; survey)
2. Appraisal
3. Release of property Forms
4. Supporting documentation
5. Letter of Recommendation from P & Z Commission
6. Planning and Zoning Commission minutes- November 13, 2012

Staff Briefing:

- The City of La Marque received a petition to abandon a 70.5 wide street (Oak street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and 80' to 100' wide street section of Prune between block 49 and block 56.
- City Attorney has approved Ordinance for content and form
- Estimated market value based on attached appraisal of \$.40 per square foot is \$9,130.00 owed to City of La Marque for abandonment.

History (if applicable):

- **July 13, 2012** – Received request (petition)
- **July 13, 2012** – Letters sent to abutting property owners
- **July 25, 2012** – Received responses from utility company
- **November 13, 2012** – Planning & Zoning Meeting approving the abandonment with stipulations
- **November 12, 2013** – Received release forms from abutting property owners.
- **March 10, 2014** – Ordinance passed on first reading.
- **March 24, 2014** – Conduct Public Hearing/second and final reading before City Council.

Target Implementation:

Significant Action Dates:

- **July 13, 2012** – Received request (petition)
- **July 13, 2012** – Letters sent to abutting property owners
- **July 25, 2012** – Received a response from utility companies
- **November 13, 2012** – Planning & Zoning Meeting approving the abandonment with stipulations
- **November 12, 2013** – Received release forms from abutting property owners
- **March 10, 2014** – Ordinance passed on first reading.
- **March 24, 2014** – Conduct Public Hearing/second and final reading before City Council.



CITY COUNCIL AGENDA FORM

Action:

☒

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☒

Public Hearing

☐

Other

☒

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

Cost Details: N/A

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name	
Other Funding	

Staff's Recommended Motion: Motion to adopt Ordinance No. **O-2014-007**, an Ordinance regarding the proposed abandonment of a 70.5' wide street (Oak Street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and 80' to 100' wide street section of Prune between block 49 and block 56. **THIS IS THE SECOND AND FINAL READING.**

Fiscal Impact: Fee paid to City _____ if approved.



CITY COUNCIL AGENDA FORM

Sec. 56-4. - Abandonment, etc., of streets and alleys.

(a)

All persons desiring to have the city exercise its powers regarding abandoning, altering, closing and vacating streets, alleys and other public ways and portions thereof, shall file their petition with the city clerk, in writing, directed to the city council. Such petition shall contain a description of the street, alley or portion thereof, and attached to said request shall be a list of all owners abutting said street, alley or portion thereof, together with the last known address of all such owners. In the event that all abutting property owners do not join in said petition, a statement shall be attached to said request showing the reason for nonparticipation of those who have not signed. The city clerk shall make the city tax rolls available to any petitioner under this section for the purpose of determining the names and address of all abutting property owners, and the tax rolls shall be conclusive as to the names of the abutting property owners for the purpose of this section.

(b)

Upon filing of such request and payment of the fee as hereinafter provided, the city clerk shall mail notices of said request and release forms by certified mail, return receipt requested, to all abutting property owners, and all utility companies (phone, electric, gas, cable, water and sewer). Any person filing such petition shall deposit with the city clerk, upon said filing, a sum of money in the amount as is determined from time to time by ordinance. Said sum shall be used to pay for the mailing of notices of said request and release forms. The requirements of this subsection shall apply equally to section 56-5, concerning the abandonment of easements.

(c)

In the event the petition requests that only a portion of a through street, alley or public way which is open to public access from either direction is to be abandoned, altered, closed or vacated, then it shall be necessary for the petitioner to provide the city clerk with the names and last known mailing addresses of all abutting property owners both for the portion to be closed and for that portion which is to remain open in either direction up to the next intersection with another street, alley or public way. Notices and release forms will be mailed to all such abutting property owners for the closed and open portions of said street, alley or public way as provided in subsection (b) above.

(d)

Said petition shall be submitted to the planning commission for its recommendation to the city council at its next regularly scheduled meeting, provided at least 30 days have lapsed from the date said request was filed. The planning commission shall be allowed no more than 30 days to formulate its recommendation to council.

(e)

Streets or alleys, whether owned by the city or whether such streets or alleys are designated by easements only, when abandoned shall then belong properly to the owner or owners of the abutting property. In order to abandon any street or alley, all property owners abutting said street or alley shall have consented to the abandonment, or such abandonment shall not be approved by the city council. No street or alley shall be abandoned until payment of a fee as determined from time to time by ordinance or the appraised market value of the street or alley based upon at least one bona fide appraisal selected by the city at the petitioner's expense, whichever is greater; and after

abandonment of such street or alley the city will deliver a quitclaim deed to the owners as to their proportionate ownership interest, upon payment of their proportionate share of the market value of the street, alley or public way. The determination of market value or proportionate ownership going to the abutting property owner of any street or alley shall ultimately be determined by the city council, and such determination shall be final. The preparation of all transfer documents shall be at the expense of petitioner. Recipients of such deeds shall be required to record their deeds with the county clerk and to render the acquired property to the central appraisal district.

(f)

This section shall not be construed to give any person the vested right to compel the city to abandon or vacate a street or alley.

(Code 1972, § 16-4; Ord. No. 564; Ord. No. 713, § 1)



CITY COUNCIL AGENDA FORM

Sec. 56-5. - Abandonment of easement.

(a)

Upon the payment of (i) a fee in an amount as determined from time to time by ordinance or (ii) the appraised market value of the easement based on not less than one appraisal, whichever is greater, and after abandonment of the easement, the city will deliver a quitclaim deed to the owners of the fee simple title thereto. The determination of market value of any easement as fixed by city council shall be final.

(b)

This section shall not be construed to give any person the vested right to abandon or dispose of any easement.

(Code 1972, § 16-5; Ord. No. 564)

ORDINANCE NO. O-2014-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, PROVIDING FOR THE VACATING, ABANDONMENT, AND CLOSING OF A 70.5' WIDE STREET (OAK STREET) R.O.W. ABANDONED SECTION OF 4TH STREET BETWEEN BLOCK 50 AND BLOCK 49 AND TO 100' WIDE STREET SECTION OF PRUNE BETWEEN BLOCK 40 AND BLOCK 56 BETTER DESCRIBED BY METES AND BOUNDS HERETO ATTACHED IN EXHIBIT "A".

WHEREAS, The City Council of City of La Marque, Texas, finds that said portion of a 70.5' wide street (Oak Street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and to 100' wide street section of Prune between block 40 and block 56; and

WHEREAS, there is no longer any public need for the City of La Marque, Texas to retain ownership of nor perform maintenance on said portion of a 70.5' wide street (Oak Street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and to 100' wide street section of Prune between block 40 and block 56; and

WHEREAS, on July 13, 2012, Land & Sea filed a petition for abandonment with the City of La Marque, Texas, in accordance with La Marque Code of Ordinances Section 56-4 and 56-5; and

WHEREAS, on November 13, 2012, the Planning and Zoning Commission of the City of La Marque, Texas recommended that City Council review the petition filed by Land & Sea; and

WHEREAS, the burden of continued maintenance and the risk of liability which would be incurred by the City of La Marque, Texas, exceed any benefit to the City of La Marque, Texas from continued ownership; and

WHEREAS, Land & Sea has agreed to fulfill it's obligations under Section 56-4 and 56-5 of the City of La Marque, Texas' Code of ordinances including payment to the City of La Marque, Texas of the fair market value of the abandoned portion as a precondition of City Council approval and Land & Sea's receipt of a quit claim deed memorializing the abandonment.

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

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the 10th day of March, 2014.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas on the second and final reading this the_____ day of _____, 2014.

Bobby Hocking, Mayor
City of La Marque, Texas

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldrdge, TRMC
City Clerk

DERRICK ENGINEERING

(409-925-7221) - 13016 Elizabeth Drive - Santa Fe, Texas 77510

March 4, 2014 - Job No. 9423

EXHIBIT "A" - TRACT ONE

A tract of land out of that portion of 4th Street 70.5 foot wide right of way lying East of Block 49 and West of Block 50 and a portion of Prune Street 80 foot wide right of way lying South of Block 49 and that portion of Block 50 lying East of the G.H. & H. railroad right of way and North of Block 56, all in Subdivision "K" of the COOK AND STEWART SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 81, Page 526 in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the Northeast corner of said Block 50;

THENCE East across said 4th Street right of way, a distance of 70.5 feet to a 3/8" iron rod found for corner at the Northwest corner of said Block 49;

THENCE South, along the East line of said 4th Street right of way and the West line of said Block 49, at 265 feet pass the South line of said Block 49, and continuing across part of Prune Street right of way, a total distance of 315 feet to a 1/2" iron rod set for corner;

THENCE West, parallel with the South line of said Prune Street right of way, a distance of 63.40 feet to a 1/2" iron rod set for corner on the Northeast right of way line of Oak Street (55' R.O.W.);

THENCE North 38 deg. 22 min. West, along said Oak Street right of way, a distance of 63.77 feet to a 1/2" iron rod found for corner on the North right of way line of said Prune Street;

THENCE East, along the North right of way line of said Prune Street and the South line of said Block 50, a distance of 32.48 feet to a 1/2" iron rod found for corner on the West right of way line of said 4th Street;

THENCE North, along the West right of way line of said 4th Street and the East line of said Block 50, a distance of 265 feet to the POINT OF BEGINNING, and containing 0.524 acres of land, more or less.





REAL ESTATE APPRAISING

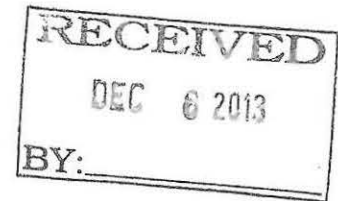
RICK WILKENFELD, IFAS
State Certified
TX-1321349-G

617 8TH AVENUE NORTH
P.O. BOX 250
TEXAS CITY, TX 77592
(281) 474-7722
(409) 945-8336
FAX (409) 945-0102
wilkenfeldco@aol.com

May 10, 2013

Larry Alexander
Land & Sea
1900 Oak St.
La Marque, TX 77569

RE: Abandoned easements
La Marque, TX



Dear Mr. Alexander,

Pursuant to your request I have this date completed a limited restricted appraisal report of the above referred property.

The purpose of this appraisal is to estimate the market value of the fee simple estate of the subject property as of May 7, 2013.

Market value as used in this report is defined as:

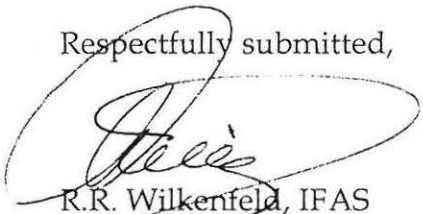
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing of sales concessions granted by anyone associated with the sale.

It is my opinion, based on inspection and analysis, subject to contingent and limiting conditions that the **whole property** has a market value of:

\$0.40 per square foot

This appraisal, per our agreement, is considered to be defined as a limited restricted appraisal as defined by USPAP. The conclusions are presented in a brief format and the report does deviate from the USPAP as permitted upon agreement between client and appraiser.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "R.R. Wilkenfeld", is written over a circular line.

R.R. Wilkenfeld, IFAS

THE WILKENFELD COMPANY

RRW/rjm



1111 Bayou Road
La Marque, Texas 77568
409.938.9202

CITY OF LA MARQUE RELEASE FORM

I Ray L Hill hereby release my portion of property in accordance with Chapter 56, Section 4, Subsection B and C of the City of La Marques's Ordinance. Located at which is abutting on 70.5' Wide Street (Oak Street) R.O.W abandoned section of 4th Street between block 50 & block 49 and 80' to 100' Wide Street section of prune between block 49 and 56). On a street that is being considered for abandonment.

I do not release or wave my rights to my portion of property located at which is abutting 70.5' Wide Street (Oak Street) R.O.W abandoned section of 4th Street between block 50 & block 49 and 80' to 100' Wide Street section of prune between block 49 and 56). On a street that is being considered for abandonment under Chapter 56, Section 4, Subsection B and C in the City of La Marques's Ordinance.

Signature of Owner

Date of signature


11-12-13



1111 Bayou Road
La Marque, Texas 77568
409.938.9202

CITY OF LA MARQUE RELEASE FORM

I *Dennis McColan* hereby release my portion of property in accordance with Chapter 56, Section 4, Subsection B and C of the City of La Marques's Ordinance. Located at which is abutting on 70.5' Wide Street (Oak Street) R.O.W abandoned section of 4th Street between block 50 & block 49 and 80' to 100' Wide Street section of prune between block 49 and 56). On a street that is being considered for abandonment.

I do not release or wave my rights to my portion of property located at which is abutting 70.5' Wide Street (Oak Street) R.O.W abandoned section of 4th Street between block 50 & block 49 and 80' to 100' Wide Street section of prune between block 49 and 56). On a street that is being considered for abandonment under Chapter 56, Section 4, Subsection B and C in the City of La Marques's Ordinance.

Signature of Owner

Date of signature

Ana Tims

From: Marcum, Dennis <Dennis.Marcum@tnmp.com>
Sent: Wednesday, July 25, 2012 10:55 AM
To: Ana Tims
Cc: Bertrand, Dean
Subject: Abandonment of 4th Street and Prune

Texas-New Mexico Power Company has no objection of the Abandonment of that part of 4th Street out of Blocks 49 & 50 and Prune between Blocks 49 & 56 in LaMarque Texas. Thank you for including us as a part of this Abandonment and if you have any questions you can contact Dennis Marcum @ 409 948-8451 x4223 or Dean Bertrand @ x4229.



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

July 18, 2012

City of La Marque
Attn: Ana Tims
Inspection Department
1111 Bayou Rd.
La Marque, Texas 77568

RE: Street Abandonment--4th Street between Blocks 49 and 50; Prune Street between Blocks 49 and 56 of Cook & Stewart Subdivision, Division K; Volume 81, Page 526 Galveston County Deed Records; File No. 87432

VIA CERTIFIED MAIL 7011 0110 0001 9790 3239

Dear Ana Tims:

The City of La Marque has requested the abandonment a portion of 4th Street and Prune Street.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that there are facilities located within the street(s) to be abandoned. Therefore, CenterPoint Energy OBJECTS to the abandonment of the aforementioned streets, as shown by the crosshatched area on the attached sketch labeled Exhibit 'A'.

Should you have further questions or concerns, please do not hesitate to contact me as indicated below. Future correspondence regarding road abandonments should be directed to:

CenterPoint Energy Houston Electric
Surveying & Right of Way
Attn: Property Rights
P.O. Box 1700
Houston, Texas 77251-1700

Regards,

Terika N. Davis
Sr. Right of Way Technician
Surveying & Right of Way
713-207-4848

Enclosures

Sharon Davis

From: Bruce Goldston [BGoldston@WillistonFinancial.com]
Sent: Tuesday, January 18, 2011 9:29 AM
To: Sharon Davis
Cc: Betsy Thompson; Bert Massey
Subject: RE: Help Please

Sharon

It appears the street was never opened at all, although it appears on the plat as a street. First, we will need something from the City to that effect.

After that, the best solution would be for the landowners on either side to execute reciprocal deeds so that each party ended up with the half of the unopened street that borders their own property. I don't believe there is any theory in which the entirety of the "roadway" would belong entirely to one landowner or the other.

Bruce L. Goldston
Vice President and Regional Counsel
WFG National Title Insurance Company
613 NW Loop 410, Suite 150
San Antonio, Texas 78216
(877) 366-8781 (210) 444-9120
(210) 444-9473 (Fax) (210) 275-5196 (Cell)
BGoldston@willistonfinancial.com

for Center Point Energy



WFG National Title Insurance Company
a Williston Financial Group company

This message is intended only for the use of the individual to whom it is addressed and contains information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address or email address.

From: Sharon Davis [<mailto:sdavis@southlandtitle.net>]
Sent: Monday, January 17, 2011 4:56 PM
To: Bruce Goldston
Subject: Help Please
Importance: High

Bruce, would you please review the attached survey and email from our examiner? What is the next step in determining who owns the 70.5' wide street r.o.w.?

Sharon Davis

Land & Sea Service 1 Inc.
1900 Oak St.
La Marque, TX 77568
E Mail: lns1900@sbcglobal.net
409-935-9466 Fax Number: 409-935-9649

July 13, 2012

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

Fax 409-908-0549

ATTENTION: City Council, City Clerk

Re: Abandoned section of 4th street between block 50 and block 49 and 80' to 100' wide street (shown as not open by CAD) Abandoned section of Prune between block 49 and 56

Enclosed is a copy of survey that shows the 70.5' wide street that CAD shows as abandoned. This property is located behind 2001 Oak Street (property we recently purchased). We are interested in obtaining possession of this and paying taxes on this piece of property.

It was our understanding that our first step is to petition the City Clerk of which we are doing at this time. If there is anything else you need, please let us know.

Also, please let us know what our next step needs to be in moving forward.

Thank you,

Chris Cotter
Co Owner

City of La Marque, Texas V 877-837-8775
1111 Bayou Rd.
La Marque, TX 77568
(409)938-9204 Fax:(409)908-0549

Replat Fee Permit

RP05-09-12-3

Printed: 5/9/2012

Applicant

Name: Larry Alexander & Chris Cotter

Approval Date: 5/9/2012

Job Site

Address: 1900 Oak

Zoning:

Legal Description:

Contractors

Fees and Receipts:

Number	Description	Amount
FEE2012-1628	SA: Street Abandonment, filing	\$25.00
FEE2012-1629	Credit Card Fees	\$0.75
Total Fees:		\$25.75
RCPT2012-706		\$25.75
Total Receipts:		\$25.75

Other Fields:



GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

P.O. Box 3647 (600 Gulf Freeway), Texas City, Texas 77592-3647

Telephone: (409) 935-1980 or toll free (866) 277-4725

Fax: (409) 935-4319

City Planning Packs

Check The One(s) That Apply:

☒ 200 Foot Radius

☐ Adjacent Property Owners Listing

Subject Property Address: 1900 Oak La Marque

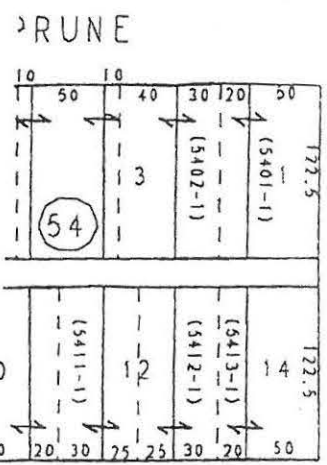
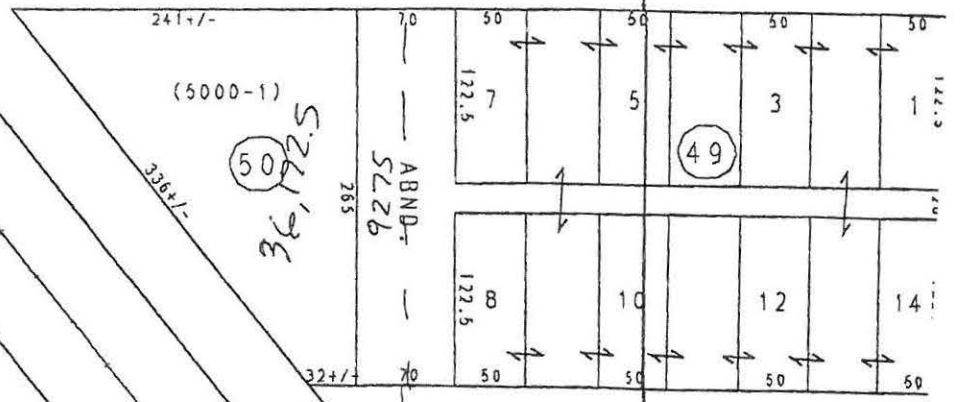
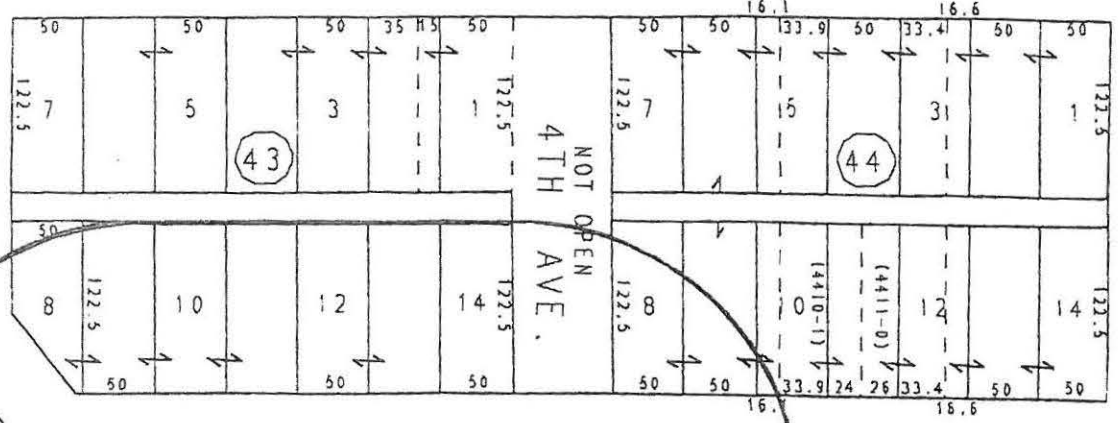
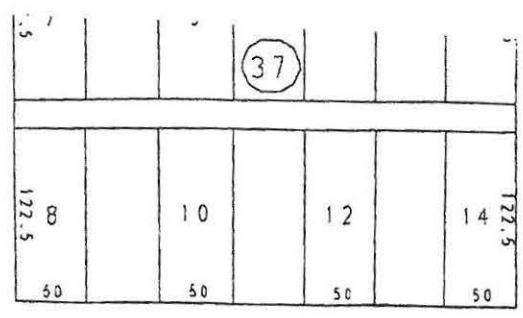
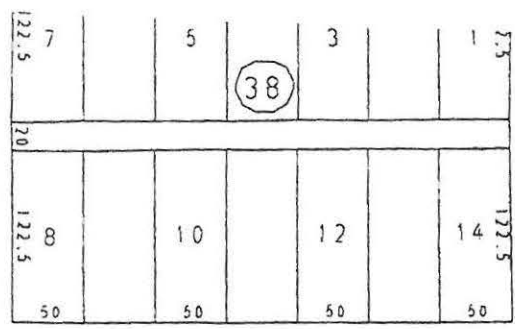
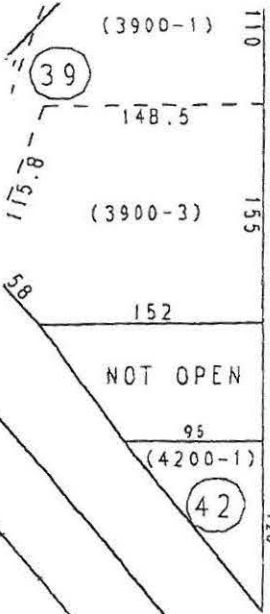
Subject Property Acct #: 2175-0001-4308-000 IR 196059

Name Of Contact Person: J. Brown

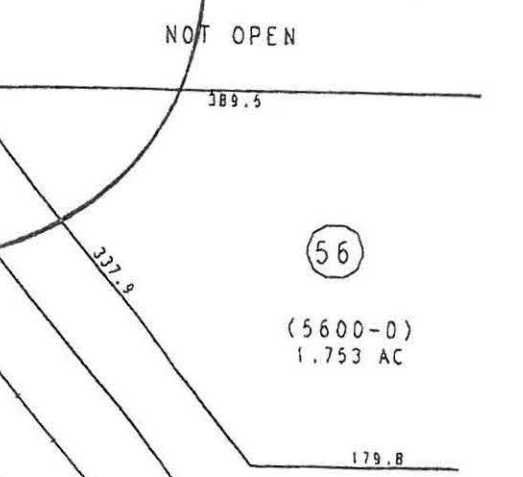
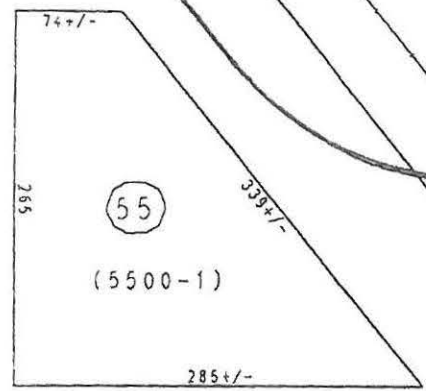
Phone Number Of Contact Person: 409-935-6834, 409-759-0260

Date: 5-9-12 Request Will Be Ready After Noon On
Next Day. (Some Exceptions May Apply)

* The charge for this service is between \$2.00 and \$5.00, depending on the number of property owners involved.



5TH AVE.





1111 Bayou Road
La Marque, Texas 77568
409.938.9202

CITY OF LA MARQUE
PROPERTY OWNER PUBLIC NOTICE
ABANDONEMENT REQUEST

July 12, 2012

Dear Property Owner:

This PUBLIC NOTICE is in accordance with Chapter 56, Section 4, Subsection B and C, PUBLIC HEARING, RELEASE FORM AND NOTICE, of the City of La Marques's Ordinance. An application for abandonment on 70.5' Wide Street (Oak Street) R.O.W abandoned section of 4th Street between block 50 & block 49 and 80' to 100' Wide Street section of prune between block 49 and 56). has been received by the La Marque City Clerk. Land under your ownership or care, as listed with the Galveston County Appraisal District, is abutting the portion of street that is being considered for abandonment.

This is your OFFICIAL NOTICE that the Planning and Zoning Commission will conduct a PUBLIC HEARING, on August 14, 2012 at 4:00 PM, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above abandonment request.

Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call, write or e-mail to the City of La Marque Inspection Department at the following:

Your release is required prior to abandonment, if you are unable to sign a release form please inform us of the reason. Please fill out the attached Release form and return it to the following address.

City of La Marque
Inspection Department
1111 Bayou Rd.
La Marque, TX 77568
409-938-9206
a.tims@ci.la-marque.tx.us

Respectfully,

Ana Tims
Building Official/ Code Enforcement Officer
City of La Marque

REF	NAME	ADDRESS	ADDRESS2	CITY	STATE	ZIP
!775-0011-4200-001	HEALEY, LORAIN E	ARBOR SENIOR APTS	115 LOUIE AVE APT 249	LODI	CA	95240-8217
!775-0011-4301-000	STAGGS, JOSEPH JR & MARGARET	PO BOX 1254		LAMARQUE	TX	77568
!775-0011-4303-000	MUNSON, RUSSELL J	411 PEAR		LAMARQUE	TX	77568
!775-0011-4305-000	FANNIE MAE	14221 DALLAS PKWY	STE 200	DALLAS	TX	75254-2942
!775-0011-4307-000	DOPSON, RONALD D	PO BOX 553		ACE	TX	77326
!775-0011-4312-000	MARTINEZ, FRANK					
!775-0011-4314-000	MCCLURKIN, PATRICIA	402 PLUM ST		LA MARQUE	TX	77568-6251
!775-0011-4901-000	HILL, JAY L & LINDA	325 PINEAPPLE ST		TEXAS CITY	TX	77591-4801
!775-0011-5000-001	COTTER, CHRISTOPHER	2001 OAK ST		LA MARQUE	TX	77568

**PLANING AND ZONING COMMISSION
REGULAR MEETING
November 13, 2012**

1. CALL TO ORDER

The meeting was called to order at 4:07 p.m. by Dickey Stanley

2. ROLL CALL

PRESENT:

Mike Castelline
Norman Koneman
Dickey Stanley

ABSENT:

Annette Callis

STAFF PRESENT:

Ellis Ortego, City Attorney
Ana Tims, Building Official

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Commission dispensed with the Invocation. Commissioner Castelline led the Pledge of Allegiance to the Flag.

4. APPROVAL OF MINUTES

Special Meeting of October 9, 2012

Commissioner Koneman made a motion to approve the minutes. Commissioner Stanley seconded the motion. The minutes were approved as written.

5. CITIZENS PARTICIPATION

No one signed up to address the Commission at this time.

6. NEW BUSINESS

a. Discussion/Possible action on the proposed abandonment on 70.5' Wide Street (Oak Street) R.O.W abandoned section of 4th Street between block 50 & block 49 and 80' to 100' Wide Street section of prune between block 49 and 56) ; possible recommendation to City Council.

Jay Hill, Akers Mobil Home Park, explained that he had discussed the abandonment with Councilman Brown. He stated that he has been paying taxes on the property in question. Mr. Hill added he understands that the owners of Land & Sea are interested in obtaining the 70 foot right of way and half of the 80-100 foot of the other side of the ROW. Discussion continued which revealed that half of the property that has not been abandoned. Mr. Cotter, Land & Sea, discussed the proposed plans for the property. Mr. Cotter also stated he is aware that there is a pipeline running through the property which limits his options. Mr. Ortego, City Attorney, and the Commission proposed moving forward with the item. The representatives of Land & Sea are aware that they

must obtain a letter of release from all abutting property owners. This letter was provided to them at the meeting. They were made aware that a consensus had to be reached by these three property owners as to who was going to absorb which property, and they were also informed that it is their responsibility to have the property platted to the new areas, as well as appraised before presentation to City Council could be made.

Commissioner Stanley made a motion to recommend that Council approve the abandonment with the stipulation that City Council be provided the survey, release forms from all abutting property owners and appraisals have been turned into city staff for presentation to City Council. Commissioner Castelline seconded the motion and the motion passed unanimously.

b. Discussion/possible action the proposed rezone for a property described as ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX; 206 Duroux from (R-1) single family residential to (R-2) Two family residential

Mrs. Darlene Davis, representing Samuel Davis, addressed the Commission regarding the proposed plans. Building Official Ana Tims explained to the Commission that Mr. Davis intended to construct a duplex on his property. The Commission had the opportunity to see the blueprints of the proposed construction. Commissioner Koneman asked the size of each unit. Mrs. Davis explained the units will have 3 bedroom 2 baths.

Commissioner Stanley made a motion to recommend that City Council approve the rezone of a property described as ABST 2 PAGE 6 MIDDLE 100 FT OF LOT 17 (17-2) DUROUX; 206 Duroux from (R-1) single family residential to (R-2) Two family residential. Commissioner Castelline seconded the motion and the motion passed unanimously.

7. REQUESTS AND ANNOUNCEMENTS

There were no requests at this time.

8. ADJOURNMENT –

Commissioner Stanley made a motion to adjourn the meeting. Commissioner Castelline seconded the motion. The meeting adjourned at 4: 42p.m.

Norman Konnemann



1111 Bayou
La Marque, Texas 77568
409.938.9203

Planning & Zoning Commission

Dickey Stanley, Chairman
Chris Colombo, Commissioner
Mike Castelline, Commissioner
Norman Koneman, Commissioner
Annett Callis, Commissioner

March 17, 2014

Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Dear Mayor and City Council:

On November 13, 2012, the Planning and Zoning Commission voted to approve with stipulations the abandonment of the following property, at the request of Larry Alexander and Chris Cotter.

- a 70.5 wide street (Oak street) R.O.W. abandoned section of 4th Street between block 50 and block 49 and 80' to 100' wide street section of Prune between block 49 and block 56.

Since that time, all of the required stipulations have been met and the City has received the required documentation.

The Planning and Zoning Commission would like to recommend to City Council for consideration, the approval of this abandonment.

Thank you,

A handwritten signature in black ink, appearing to read "Dickey Stanley", is written over a horizontal line.

Dickey Stanley
Chairman, Planning and Zoning Commission



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Ana Tims
Department: Development Services

Agenda item: 6&7d
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-008**, an Ordinance of the City Council of the City of La Marque, Texas, amending Section 41-210 and Section 71-4 of the Code of Ordinances of the City of La Marque, Texas to add definitions of approved fence materials and screening fence or blind fence; amending Section 41-211 of the Code of Ordinances of the City of La Marque, Texas, to prohibit screening fences or blind fences in front yards; amending Section 71-21 (3) a. and b., of the Code of Ordinances of the City of La Marque, Texas to increase the maximum height of screening elements and fences for residential districts from six (6) feet to seven (7) feet and the maximum height of screening elements for nonresidential districts in Residential Districts from eight (8) feet to twelve feet (12); amending Section 71-21 (3) by adding a new subsection c. to prohibit screening fences or blind fences in front yards; and providing for a severability clause. **THIS IS THE SECOND AND FINAL READING.**

X

Attachments for reference

1. Ordinance
2. Board of Adjustments minutes for July 30, 2013
3. Board of Adjustments minutes for October 29, 2013
4. Board of Adjustments minutes for November 12, 2013
5. Planning and Zoning Commission minutes for November 12, 2013
6. Planning and Zoning Commission minutes for January 14, 2014
7. Planning and Zoning Commission minutes for February 18, 2014, **unapproved**
8. Letter of Recommendation from P& Z Commission

Staff Briefing:

- On July 30, 2013 Development Services received a request from Board of Adjustments Commissioner Westerlage to prohibit privacy fences in front yards.
- On November 12, 2013 Commissioner Westerlage presented her request to the Planning and Zoning Commission where Planning and Zoning Commissioner Colombo motion to proceed with drafting an ordinance that regulates privacy fences in front yards and increased the minimum height of fences.
- The item was discussed in the Planning and Zoning meetings of November 12, 2013, January 14, 2014 and February 18, 2014.
- The most recent variance requested from the Board of Adjustments in reference to fences has been for the property located at 309 Johnson.
- Attached are the minutes relevant to this discussion dated October 29, and November 12, 2013.

History:

- **July 30, 2013-** Commissioner Westerlage requested that privacy fences in front yards be evaluated.
- **October 29, 2013-** Board of Adjustments discussed a variance in reference to fence height.
- **November 12, 2013-** Board of Adjustments discussed a variance in reference to fence height.
- **November 12, 2013-** the Planning and Zoning Commission discussed fences at their regular meeting.
- **December 10, 2013-** the Planning and Zoning Commission discussed fences at their regular meeting.
- **January 6, 2014-** City Attorney Ellis Ortego revised ordinance.
- **January 14, 2014-** Planning and Zoning Commission evaluated the Ordinance.
- **February 18, 2014-** Planning and Zoning Commission evaluated the ordinance and proposed sending it to City Council for approval.
- **March 10, 2014-** Ordinance passed on first reading by City Council.
- **March 24, 2014-** Conduct Public Hearing/second and final reading of Ordinance.

Target Implementation: March 24, 2014



CITY COUNCIL AGENDA FORM

Significant Action Dates:

- **July 30, 2013**- Commissioner Westerlage requested that privacy fences in front yards be evaluated.
- **October 29, 2013**- Board of Adjustments discussed a variance in reference to fence height.
- **November 12, 2013**- Board of Adjustments discussed a variance in reference to fence height.
- **November 12, 2013**- the Planning and Zoning Commission discussed fences at their regular meeting.
- **December 10, 2013**- the Planning and Zoning Commission discussed fences at their regular meeting.
- **January 6, 2014**- City Attorney Ellis Ortego revised ordinance.
- **January 14, 2014**- Planning and Zoning Commission evaluated the Ordinance.
- **February 18, 2014**- Planning and Zoning Commission evaluated the ordinance and proposed sending it to City Council for approval.
- **March 10, 2014**- Ordinance passed on first reading by City Council.
- **March 24, 2014**- Public Hearing/second and final reading of Ordinance.

Action:

☒	Ordinance	☐	Resolution
☐	Proclamation	☐	Special Presentation
☐	Finance Report	☒	Public Hearing
☐	Other (be Specific)		
☒	Check box if there is no conflict with City Charter, ordinances, resolutions, or policies.		

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

Staff's Recommendation: Motion to adopt Ordinance No. **O-2014-008**, an Ordinance of the City Council of the City of La Marque, Texas, amending Section 41-210 and Section 71-4 of the Code of Ordinances of the City of La Marque, Texas to add definitions of approved fence materials and screening fence or blind fence; amending Section 41-211 of the Code of Ordinances of the City of La Marque, Texas, to prohibit screening fences or blind fences in front yards; amending Section 71-21 (3) a. and b., of the Code of Ordinances of the City of La Marque, Texas to increase the maximum height of screening elements and fences for residential uses from six (6) feet to seven (7) feet and the maximum height of screening elements for nonresidential uses in Residential Districts from eight (8) feet to twelve feet (12); amending Section 71-21 (3) by adding a new subsection c. to prohibit screening fences or blind fences in front yards. **THIS IS THE SECOND AND FINAL READING.**

Fiscal Impact: The new ordinance restricts privacy fences construction in front yards in the city. This may have a positive impact by improving aesthetics for residences and businesses.

ORDINANCE NO. O-2014-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING SECTION 41-210 AND SECTION 71-4 OF THE CODE OF ORDINANCES CITY OF LA MARQUE, TEXAS, TO ADD DEFINITIONS OF APPROVED FENCE MATERIALS AND SCREENING FENCE OR BLIND FENCE; AMENDING SECTION 41-211 OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, TO PROHIBIT SCREENING FENCES OR BLIND FENCES IN FRONT YARDS; AMENDING SECTION 71-21(3) a. AND b., OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, TO INCREASE THE MAXIMUM HEIGHT OF SCREENING ELEMENTS AND FENCES FOR RESIDENTIAL DISTRICTS FROM SIX FEET TO SEVEN FEET AND THE MAXIMUM HEIGHT OF SCREENING ELEMENTS AND FENCES FOR NONRESIDENTIAL USES IN RESIDENTIAL DISTRICTS FROM EIGHT FEET TO TWELVE FEET; AMENDING SECTION 71-21(3) BY ADDING A NEW SUBSECTION c. TO PROHIBIT SCREENING FENCES OR BLIND FENCES IN FRONT YARDS; AND PROVIDING FOR A SEVERABILITY CLAUSE.

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

SECTION 1.

That Section 41-210 of the Code of Ordinances, City of La Marque, Texas is hereby amended to add the following definitions:

“Approved fence materials means a material normally manufactured as, used as, and recognized as, fencing materials such as wrought iron, or other decorative metals suitable for the construction of fences, fired masonry, concrete, stone, chain link, metal tubing, wood planks, and vinyl or fiberglass composite. Fence materials must also be materials approved for exterior use and are weather and decay-resistant.

Screening fence or blind fence means a fence that screens from view the interior of a property so that the visibility through the fence is prevented from the exterior side of the fence.”

SECTION 2.

That Section 71-4 of the code of Ordinances, City of La Marque, Texas, is hereby amended to add the following definitions:

“Approved fence materials means a material normally manufactured as, used as, and recognized as, fencing materials such as wrought iron, or other decorative metals suitable for the construction of fences, fired masonry, concrete, stone, chain link, metal tubing, wood planks, and vinyl or fiberglass composite. Fence materials must also be materials approved for exterior use and are weather and decay-resistant.

Screening fence or blind fence means a fence that screens from view the interior of a property so that the visibility through the fence is prevented from the exterior side of the fence.”

SECTION 3.

That Section 41-211 of the Code of Ordinances of the City of La Marque, Texas, is hereby amended by adding a subsection j. which said subsection reads as follows:

“j. Screening fences or blind fences shall be prohibited in front yards.”

SECTION 4.

That Section 71-21(3) a. of the Code or Ordinances, City of La Marque, Texas, is hereby amended to read as follows:

“a. Screening elements and fences shall be restricted to a maximum height of seven feet, measured from the adjacent grade line, except as otherwise allowed.”

SECTION 5.

That Section 71-21(3) b. of the Code of Ordinances, City of La Marque, Texas, is hereby amended to read as follows:

“b. Nonresidential uses in a residential district shall be suitably screened from view, to a height not less than six feet or more than twelve feet of any adjacent residential lot or dwelling use along the side and rear property lines of such nonresidential use. Said screening requirements shall not be mandatory for public schools, parks or churches, except where a parking lot or active outdoor intensive use area (such as a playground) is adjacent to a residential lot or dwelling. Parking lot screening need not be more than 3½ feet in height. Off-street loading areas of any nonresidential use shall be adequately screened from view of any residential dwelling or lot or of any other adjacent public or semi-public land use.”

SECTION 6.

That Section 71-21(3) of the Code of Ordinances, is hereby amended to add a new subsection c. which said subsection reads as follows:

“c. Screening fences or blind fences shall be prohibited in front yards.”

SECTION 7.

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

PASSED AND APPROVED on first reading this 10 day of March, 2014.

PASSED AND APPROVED on second and final reading this the ____ day of _____, 2014.

Bobby Hocking, Mayor
City of La Marque, Texas

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldridge, City Clerk

**BOARD OF ADJUSTMENT COMMISSION
SPECIAL MEETING
July 30, 2013**

1. CALL TO ORDER

The meeting was called to order at 2:16 p.m. by Commissioner Leggett

2. ROLL CALL

PRESENT:

Commissioner Augustus
Commissioner Harper
Commissioner Cornett
Chairman Leggett
Commissioner Westerlage

ABSENT:

Commissioner Johnston
Commissioner Alexander

STAFF PRESENT:

Ana Tims, Building Official
Alex Getty, Economic Development Director

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was presented by Commissioner Harper and he also led the Pledge of Allegiance to the Flag.

4. APPROVAL OF MINUTES

Regular Meeting of July 9, 2013

Commissioner Harper made a motion to approve the minutes. Commissioner Augustus seconds the motion. The minutes were approved as written.

5. CITIZENS PARTICIPATION

No one signed up to address the Commission at this time.

6. PUBLIC HEARING

Open for discussion at 2:18 p.m. Discussion closed at 2:22 p.m.

- a. Public Hearing - variance to Section 71-20 front setback requirements
ABST 150 PAGE 2 LOT 8 BLK 1 T S GEORGE SUB also known as 201
FM 1765 (Texas Avenue) La Marque, TX.**

Building Official Ana Tims presented to the board the footprint of the building and explained the 10 feet front setback variance that is being requested at this time.

Gail Burgois representative of the property presented to the board the intended use of the building, and the need for more space.

Director of economic development Alex Getty informed the board that she is complaint with the side setback requirements, as well as rear setbacks. Mr. Getty added that all she needs is a variance on 10 foot from her frontage to be complaint with City Ordinance.

Open for discussion at 2:24 p.m. Discussion closed at 2:28 p.m.

b. Public Hearing- variance to Section 71-20 Minimum side yard setback requirements ABST 150 PAGE 8 S 65FT OF 4 (4-2) L & S SUB also known as 2402 Downey Street La Marque, TX 77568

Louis McGaffey was present to represent the owner of the property. Mr. McGaffey presented to the board the intent of the owner to place a car port at her property line. Mr. McGaffey added that he did not have any problems with the placement of the carport, and to his understanding none of the neighbors have an issue with it.

7. NEW BUSINESS

a. Discussion/possible action- variance to Section 71-20 setback requirements ABST 150 PAGE 2 LOT 8 BLK 1 T S GEORGE SUB also known as 201 FM 1765 (Texas Avenue) La Marque, TX.

Commissioner Harper made a motion to approve the variance. Commissioner Cornett seconds the motion and the motion passed anonymously.

b. Discussion/possible action - variance to Section 71-20 Minimum side yard setback requirements ABST 150 PAGE 8 S 65FT OF 4 (4-2) L & S SUB also known as 2402 Downey Street La Marque, TX 77568

Commissioner Cornett made a motion to approve the variance. Commissioner Westerlage seconds the motion and the motion passes unanimously.

8. REQUESTS AND ANNOUNCEMENTS

Commissioner Westerlage requested a proposal that eliminates privacy fences in front yards.

9. ADJOURNMENT:

Chairman Harper made a motion to adjourn the meeting. Commissioner Cornett seconded the motion. The meeting adjourned at 2:35 p.m.

C.J. Legget/ Charman

**BOARD OF ADJUSTMENT COMMISSION
SPECIAL MEETING
October 29, 2013**

1. CALL TO ORDER

Meeting was called to order at 2:04 p.m.

2. ROLL CALL

PRESENT:

Chairman Leggett
Commissioner Cornett
Commissioner Harper

ABSENT:

Commissioner Alexander
Commissioner Augustus
Commissioner Johnston

STAFF PRESENT:

Ana Tims, Building Official

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance to the Flag was administered by Commissioner Cornett.

4. APPROVAL OF MINUTES

Motion was made to approve the minutes of Special meeting July 30, 2012 by commissioner Westerlage, commissioner Cornett seconds the motion and the motion passed unanimously.

5. CITIZENS PARTICIPATION

No one signed up to address the Commission at this time.

6. PUBLIC HEARING

- a. Public Hearing - variance to Section 71-20 paving requirements ABST 150 PAGE 4 LOT 13 BLK 14 THE HIGHLANDS also known as 1601 West Crockett, La Marque, TX.

Building Official Ana Tims explained the request to the commission and how this is paving in excess of the zoning ordinance. Donald Sharper neighbor of the property owner who is requesting this variance stated that he is fine with the variance request, and added that the two strips that are being proposed to be completely paved were part of the original structure.

- b. Public Hearing- variance to Section 71-21 Maximum height of six feet ABST 150 PAGE 1 LOT 8 BLK 7 EDGARS ADDN also known as 309 Johnson, La Marque, TX

Building official Ana Tims informed the board that the request for the variance was to have the height of a privacy fence to be seven feet when City ordinance

limits these fences to six feet in residential neighborhoods. Owner of the property was present and stated that the reason that there is a request to extend the fence to seven feet is that when a rolling gate was installed the coasters lifted the gate approximately 11 inches making the fence nearly seven feet to enable the gate to work properly.

- c. Public Hearing-variance to Chapter 41 Land Development Article III Recreational vehicular Parks ABST 150 PAGE 2 S 37.8 FT OF LOT 2 & N 37.8 FT OF LOT 3 (2-4) DEPOT ADDN_known as 215 Oak_La Marque, TX 77568

Joe Gutierrez developer for the property was present and informed the board that that he wants to develop an RV park at the location that will allow skilled workers to come and work on community service projects. He explained to the board that he currently has two projects that are within driving distance and that for lack of better words the free labor would be utilized to restore churches.

Mr. Gutierrez also added that the RV Park would not be open to the public, and that it is strictly for the non-profit group. He also added that it would only be open for half of the year.

Commissioner Westerlage asked what the space would be between each RV. Commissioner Leggett stated that there was more information is needed on the proposed RV. Commissioner Westerlage asked who would keep the grounds of the park if it will be closed for half of the year.

Mr. Gutierrez informed the commission that the church will continue to maintain the grounds. Commissioner Cornett asked if this was Mr. Gutierrez property. Mr. Gutierrez replied that this was his property. Mr. Gutierrez added that he has schematics on the works at this time. And according to the zoning codes he can place 6 RV's in the space that he has. Mr. Gutierrez informed the commission that the schematic will be complete in 30 days.

7. NEW BUSINESS

- a. Discussion/possible action- variance to Section 71-20 paving requirements ABST 150 PAGE 4 LOT 13 BLK 14 THE HIGHLANDS also known as 1601 West Crockett, La Marque, TX.

Commissioner Cornett made a motion to approve the variance. Commissioner Westerlage seconds the motion and the motion passed unanimously.

- b. Discussion/possible action - variance to Section 71-21 Maximum height of six feet ABST 150 PAGE 1 LOT 8 BLK 7 EDGARS ADDN also known as 309 Johnson, La Marque, TX

Commissioner Conett stated that he does not see a problem with having the fence elevated to seven feet. Commissioner Cornett made a motion to approve the variance. Commissioner Westerlage seconds the motion and the motion passé unanimously.

- c. Discussion/possible action- variance to Chapter 41 Land Development Article III Recreational vehicular Parks ABST 150 PAGE 2 S 37.8 FT OF LOT 2 & N 37.8 FT OF LOT 3 (2-4) DEPOT ADDN known as 215 Oak La Marque, TX 77568

Commissioner Cornett stated that in his opinion 6 RV's housing 4-5 people a piece is a pretty good crew. Commissioner Cornett made a motion to table the item. Commissioner Westerlage seconds the motion and the motion passes unanimously.

8. REQUESTS AND ANOUNCEMENTS

There were no requests.

9. ADJOURNMENT:

Commissioner Cornett made a motion to adjourn commissioner Cornett seconds the motion and the motion passed unanimously

C.J. Legget/ Charman

BOARD OF ADJUSTMENT COMMISSION
SPECIAL MEETING
November 12, 2013

1. CALL TO ORDER

Meeting was called to order at 2:00 p.m.

2. ROLL CALL

PRESENT:

Chairman Leggett
Commissioner Cornett
Commissioner Harper
Commissioner Westerlage

ABSENT:

Commissioner Alexander
Commissioner Augustus
Commissioner Johnston

STAFF PRESENT:

Ana Tims, Building Official

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance to the Flag was administered by Chairman Leggett.

4. APPROVAL OF MINUTES

Motion was made to approve the minutes of Special meeting October 23, 2013 by Commissioner Westerlage, Chairman Leggett seconded the motion and the motion passed unanimously.

5. CITIZENS PARTICIPATION

No one signed up to address the Commission at this time.

6. PUBLIC HEARING- opened at 2:06

- a. Public Hearing - variance to Section 71-21 (c) (4) A carport may project into a required side yard, provided every part of such carport or canopy is unenclosed, ABST 150 J D MOORE SUR S 35FT OF LOT 44 & N 30FT OF LOT 45 BLK 1 BOGATTO'S ADDN. also known as 728 Avenue A, La Marque, TX.

Charlie Bledsoe owner of the property was present to speak in reference to the property. He stated that he would like to maintain the carport as it sits with the sides enclosed. Mr. Bledsoe stated that the need for this was because people cut through his yard and walk around his car.

Chairman Leggett stated that he has seen the carport and there appears to be more than enough room and everything appears to be in order.

Commissioner Cornett stated that he has seen it as he is driving down Cedar Drive.

Commissioner Harper stated that he too had looked at the structure. Chairman Leggett stated that it is a really nice carport, but it is enclosed, which violates the city ordinance, however he does not see a problem with this.

- b. Public Hearing- variance to Section 71-15 (c) (2) Billboard to be placed ONLY on Industrial Zoned district authorizing billboard on C-1 General Commercial. LOTS SIX (6), SEVEN (7), Eight (8) AND NINE (9) IN SECTION 1 AMBURN'S SUBDIVISION OF THE DAUGHERTY SURVEY NO. 4, OUT OF THE MARCHAND TRACT, S.F. AUSTIN LEAGUE NO. 4, GALVESTON COUNTY, TEXAS also known as Grebb Avenue at IH-45 North Bound Access Road, La Marque, TX

Building Official Ana Tims asked that this item be tabled.

- c. Public Hearing- variance to Section 71-21 Maximum height of six feet ABST 150 PAGE 1 LOT 8 BLK 7 EDGARS ADDN also known as 309 Johnson, La Marque, TX

Jamie Loftis, owner of the property was present to speak in reference to the property. She stated that she is requesting a variance to increase the height of the fence that separates her from her neighbor because he can see her from her porch. Mrs. Loftis also stated that her neighbor films her and that he takes photos. Mrs. Loftis also indicated to the Commissioners the position of the cameras that her neighbor has, and presented pictures to the Commission.

Commissioner Westerlage and Chairman Legett stated that they had no problems with the increase of the fence height and that it will not affect the traffic view.

Commissioner Cornett stated that he does not see the increase in the fence height stopping the neighbor's behavior.

Commissioner Harper asked Mrs. Loftis if she had vicious dogs. She stated that she did not. Mrs. Loftis explained that since she installed a pool it has been getting worse, she added that she has called PD and they have been unable to stop the Neighbors behavior.

Building Official Ana Tims informed the Commission that her department has evaluated the code of criminal procedure, and due to the nature of the cameras being electronic recording devices it is not a clear violation.

Public Hearing was closed at 2:18

7. NEW BUSINESS

- a. Discussion/possible action- variance to Section 71-21 (c) (4) A carport may project into a required side yard, provided every part of such carport or canopy is unenclosed, ABST 150 J D MOORE SUR S 35FT OF LOT 44 & N 30FT OF LOT 45 BLK 1 BOGATTO'S ADDN. also known as 728 Avenue A, La Marque, TX.

Commissioner Cornett made a motion to approve the carport as it is placed at this time. Commissioner Harper seconds the motion and the motion passed unanimously.

- b. Discussion/possible action - variance to Section 71-15 (c) (2) Billboard to be placed ONLY on Industrial Zoned district authorizing billboard on C-1 General Commercial. LOTS SIX (6), SEVEN (7), Eight (8) AND NINE (9) IN SECTION 1 AMBURN'S SUBDIVISION OF THE DAUGHERTY SURVEY NO. 4, OUT OF THE MARCHAND TRACT, S.F. AUSTIN LEAGUE NO 4, GALVESTON COUNTY, TEXAS also known as Grebb Avenue at IH-45 North Bound Access Road, La Marque, TX

Commissioner Harper made a motion to table this item commissioner Cornett seconds the motion and the motion passed unanimously.

- c. Discussion/possible action - variance to Section 71-21 Maximum height of six feet ABST 150 PAGE 1 LOT 8 BLK 7 EDGARS ADDN also known as 309 Johnson, La Marque, TX

Commissioner Westerlage made a motion to approve raising the fence to seven feet. Chairman Leggett seconds the motion and the motion passed unanimously.

8. REQUESTS AND ANOUNCEMENTS- There was no requests at this time.

9. ADJOURNMENT:

Commissioner Harper made a motion to adjourn, Commissioner Westerlage seconds the motion and the motion passed unanimously.

C.J. Leggett/ Charman

**PLANING AND ZONING COMMISSION
REGULAR MEETING
November 12, 2013**

1. CALL TO ORDER

The meeting was called to order at 4:00 p.m. by Dickey Stanley

2. ROLL CALL

PRESENT:

Dickey Stanley
Chris Colombo
Mayor Bobby Hocking

ABSENT:

Annette Callis
Norman Konneman
Mike Casteline

Mayor Hocking served as serve as a non-voting member of the commission in accordance to Section 10.01 of our city charter.

STAFF PRESENT:

Ellis Ortego, City Attorney
Ana Tims, Building Official

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Commission commenced with the Invocation and Pledge of Allegiance which was presented by Mayor Hocking.

4. APPROVAL OF MINUTES

Special October 28, 2013. Commissioner Colombo made a motion to approve the minutes. Chairman Stanley seconds the motion and the motion passed unanimously.

5. CITIZENS PARTICIPATION

No one signed up to participate.

6. PUBLIC HEARING- opened at 4:12

- a. Public Hearing- regarding proposed re-zone for properties described as ABST 2 PAGE 6 LOTS 6, 7, 8 & 9 AMBURN SUBDIVISION from Single Family Residential to General Commercial.

Tom Vaught was present to represent the property. Mr. Vaught stated that he is proposing to use the property as a medical clinic. Commissioner Colombo asked if there was any interest in placing a billboard on the parcel. Mr. Vaught stated that he was also interested in placing a billboard.

Building official Ana Tims informed the board that the current zoning ordinance does not allow at this time for billboards to be placed in general commercial areas. Commissioner Colombo also asked about the other two additional strips on Newman.

Mr. Vaught informed the commission that they would not affect Newman, and that his lot was on the west side of Kelley's restaurant. Mr. Vaught also showed the commission and the audience a map that showed where the property was at.

Commissioner Colombo asked Mr. Vaught if he had purchased the property. Mr. Vaught stated that the sale of the property was contingent on the approved re-zone of the property.

Nora Hernandez asked if there were any houses on the property at this time. Mr. Vaught responded that there were no houses at this time on the property, however there were houses to the south of lot 6. Commissioner Colombo asked Building Official Ana Tims if everyone within 200 feet of the parcel had been notified. Mrs. Tims informed him that they had.

- b. Public Hearing- regarding proposed re-zone for properties described as ABST 150 PAGE 8 LOTS 1 THRU 14 BLKS 7 THRU 42 & 45 THRU 50 & ABND STREETS from Public to General Commercial.

Steven Morehead resident on Walnut Street stated that he can see the motor cross from his house. He added that it was very loud, and very close to his neighbors who were not able to make the meeting. Mr. Moorhead added that the owner of the property addressed as 2406 Walnut has concerns about people running outside of the golf tract and neighbors had in additional concerns about the hours of operation.

Chairman Stanley made the statement that Walnut Street was parallel to the area that is being proposed for the re-zone.

Steven Rhodes the project operator for the motor park asked Mr. Morehead if his property abutted the golf course. He proceeded to read the mission statement of the motor park and stated that he (Mr. Rhodes) wants to give vehicles a safe environment. He added that the motocross consists of bicycles as well, and that he had not had any complaints.

Mr. Rhodes also stated that the track was rented to an agency that hosted an event at the location and he had placed decibel meters which showed that there was not an excess of noise to regulations.

Mr. Rhodes also added that if there was noise that created a nuisance the track would be moved, or they would do whatever it took. Mr. Rhodes also added that there were remaining lakes in the property and that the lakes would be renamed the lakes of La Marque.

Mr. Rhodes stated that his intent was to have the park open to the public including fishing facilities, a grill, and that there would be discounts for EMS, Fire and Police personnel.

Mr. Rhodes stated that all he is doing is training for the kids, and that he is doing his best to improve the property and make the golf course a park. Mr. Rhodes proposed the flying of kites and stated once again that he would alter the course of the tracts.

Commissioner Colombo asked Mr. Rhodes if he would check all vehicles to ensure that the noise is kept down, and that there are no people out of control.

Mr. Morehead asked what would the hours of operation be. And he also directed to Mr. Rhodes the question of will the same regulations be in effect two years from now? Mr. Rhodes responded that he will make sure the park is closed at dusk. Mr. Rhodes also added that there would be no events on the property on Sundays. And the only events that would be held outside these parameters was when the park is rented out to sanctioned events.

Mr. Morehead stated that the police department cannot chase the burglars and have no control over people using motorcycles and ATV's to get back and forth on the ditches in that area. Mr. Rhodes stated "I chase the burglars, and encourage them to ride on the tract". Mr. Rhodes also stated that he wants to add to the community however he has no control over people riding in the park at night.

Mr. Moorhead asked if the concept can change over time. Mr. Rhodes responded that he wants to give kids the opportunity to get involved in the sport and does not want to detract from the community.

Mr. Moorhead stated that he can hear the noise from the Gulf Freeway and that it has not affected him. Mr. Morehead added that his concern was that once it was re-zoned anything could be done with the property. Commissioner Colombo stated that we had ordinances in place that would enact restrictions. Commissioner Colombo also added that the honesty of Mr. Rhodes would have to be maintained intact.

Diana O'Sea who lives at 1117 Main Street stated that the back of her fence is on Walnut Street she asked if the entrance to the park would be from Palm Street. Mr. Rhodes responded that this would not be case, and that the entrance would be from the IH-45 northbound feeder and that people are discouraged from using 12th Street as an entrance. Mr. Rhodes informed the commission and the audience that 90% of the activity should come from the feeder road.

Mrs. O'Sea asked if there were any plans for soundproofing. Mr. Rhodes stated that noise abatement would be done by not cutting down any trees. He added that as a temporary measure he would like to use what is known as the highland bayou cut ditch to alleviate the noise at Walnut Street. Mr. Rhodes informed the commission and the audience that he cannot do anything in reference to the echoes.

Mrs. O'Sea stated that she did not want to wake up at seven in the morning to hear noise or have lights that creates a nuisance at night.

Mr. Rhodes stated that he expects three Saturdays a month to have a sanctioned event Mr. Rhodes also informed the Commission and the audience that if this does not work we must find another use for the property. Mr. Rhodes also added that these events would be three Saturdays a month and they would run until nine pm, but that the times can be changed.

Sherry Burmaster resident of 626 Walnut stated that this sounds like a good reuse for the property, but she personally would like to see a more defined scope of the project, as well as to show a plan. Mr. Rhodes stated that he has presented a plan to the city

The Building Official Ana Tims informed Mrs. Burmaster that this public hearing was the initial meeting to receive input in reference to the proposed re-zoning of the property in accordance with Local Government Code.

Bob Greig owner of the property stated that the property had been used as public usage, but when he purchased the property the zoning changes were made final in December of 2005 and has maintained that designation. Mr. Greig stated that there were several proposals for the property, but the motor cross development seems to be the least intrusive use of the property, and less adverse. Mr. Greig added that the parcel will never be a residential area, or a park. Mr. Greig added that the property backs up to Walnut Street which has a mixed zoning. Mr. Greig added that he thinks the citizens would be better served by the motor cross and that this usage would promote development. Mr. Greig also added that he is looking at options that do not have to do with this enterprise and it needs to become commercial. Mr. Greig also added that the change in this zoning will also translate to higher taxation value.

Mr. Morehead stated that his concern is that once the property is rezoned commercial anything can be placed in the parcel. Mr. Morehead stated that he is not worried about the motor cross; he already has to deal with paragon being in close proximity of his home, and another industrial usage would decrease his property values.

Mayor Hocking stated that he thinks it is important to note that the property lies in a commercial area. Building official explained the zoning of the area which includes general commercial and single family designations. Mayor Hocking added that the purpose of this zoning meeting was to move the designation of the parcel from public to commercial. Mayor Hocking added that the citizens are the most important resource of the city. Mayor Hocking stated that in response to Mrs. Burmaster the purpose of the public hearings is to hear the input of the citizens both positive and negative, and that we were aware of the needs of the city and if "this thing goes wako" it will be over. Mayor Hocking also added that this was a better usage that per say a light industrial.

Building Official Ana Tims informed the commission and the audience that the property lies in a flood zone

Mr. Rhodes stated that he intends to place hike trails, bicycles, and that all funding is being done by private money to benefit the community. Mr. Rhodes also added that the re-zoning from public to commercial will increase property values.

7. NEW BUSINESS

- a. LOTS 6, 7, 8 & 9 AMBURN SUBDIVISION from Single Family Residential to General Commercial.

Commissioner Colombo made a motion to approve the re-zone. Commissioner Stanley seconds the motion and the motion passed unanimously.

- b. Discussion/ Possible Action - regarding proposed re-zone for properties described as ABST 150 PAGE 8 LOTS 1 THRU 14 BLKS 7 THRU 42 & 45 THRU 50 & ABND STREETS from Public to General Commercial.

Commissioner Colombo made a motion to table the item. Commissioner Stanley seconds the motion and the motion passed unanimously. Commissioner Colombo asked that a more defined layout be presented in the next time the item was presented before the board.

- c. Discussion/ Possible Action – regarding a proposed ordinance in reference fences and requirements.

Commissioner Westerlage (Board of Adjustments) stated a neighbor in her neighborhood had placed a privacy fence around the front of the house. And that it declined the beauty of the neighborhood. She asked the commission to consider changing the regulations that allow these fences to be placed.

Building Official Ana Tims presented ordinance form various cities that define front yard fences to a maximum height of forty eight inches, and added that she would like to request from the commission that the minimum height on residential fences be increased to seven feet to alleviate the amount of variance requests presented to the Board of Adjustments for seven feet fences.

Commissioner Colombo stated that he had concerns about fences that were only forty eight inches because some dogs may not be contained by this. Commissioner Colombo stated that he has studied the regulations of the zoning ordinance chapter 71-21 in reference to fences and he did not see any restriction on privacy fences on the front yards. He stated that a 6 foot iron fence would be a pleasing sight and he did not have objections to a fence of this character, or a chain link fence.

Mr. Feigel asked if the an ordinance was adopted to regulate the fences would this have any effect on the fences that have already been erected, or would they be "grandfathered".

Commissioner Colombo made a motion to proceed with drafting an ordinance regulating fences in the front yard, and height on fences. Commissioner Stanley seconds the motion and the motion passed unanimously.

d. Discussion/ Possible Action – regarding development permits.

Building Official Ana Tims informed the board that this was a secondary portion to the flood ordinance that the board had worked on previously. She added that Development Permit in the flood prone areas will have to be required to comply with federal regulations. Mrs. Tims also added that she would like to extend the development requirements to all parts of the city to ensure that development occurs in accordance with adopted regulations within the city.

Commissioner Colombo made a motion to move forward with the development permit and directed Building Official Ana Tims to create a development permit for the city. Commissioner Stanley seconds the motion and the motion passed unanimously.

8. CHAIRMAN REPORT

Commissioner Stanley stated that he did not have a report.

9. REQUESTS AND ANNOUNCEMENTS

Commissioner Stanley presented information on fiber reinforced concrete and requested that it be consider for the denial of its application in the city by the Building Standards Commission.

10. ADJOURNMENT –

Chairman Stanley made a motion to adjourn the meeting. Commissioner Colombo seconds the motion. The meeting adjourned at 5:12p.m.

Dickey Stanley



1111 Bayou
La Marque, Texas 77568
409.938.9202

Planning and Zoning Committee
Special Meeting
January 14, 2014

1. CALL TO ORDER

Chairman Stanley called the meeting to order at 4:09 p.m.

2. ROLL CALL

PRESENT:

Dickey Stanley
Chris Colombo
City Manager, Carol Buttler (no vote)

ABSENT: Annette Callis

Norman Koneman
Mike Casteline

STAFF PRESENT:

Ana Tims, Director Development Services
Robin Eldridge, City Clerk

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Commission dispensed with the Invocation and Pledge of Allegiance was presented by Commissioner Stanley

4. APPROVAL OF MINUTES

- a. Regular Meeting December 3, 2013

It was the consensus of the present members to table the item and call a Special Meeting at a later date, when a quorum could be reached.

5. CITIZEN'S PARTICIPATION

There was none.

6. PUBLIC HEARING

- a. Public Hearing- regarding proposed re-zone for properties described as 5.994 Acres of land out of and part of the S.F. Austin League Survey No. 4 in Galveston County, Texas, as more fully described by metes and bounds from Single Family Residential to Agricultural.

Chairman Stanley called the Public Hearing at 4:13 p.m.

1. Charles Messina, 1416 Duroux spoke against the re-zone request.
2. Patricia Dequire, 1408 Duroux spoke against the re-zone request.
3. Monica and Sidney Singleton (residents) of 1404 Duroux spoke against the rezone request.
4. Odell and Beverly Wilkins, 1402 Duroux spoke against the rezone request.
5. Diana Taylor, owner of the houses at 1404 Duroux and 1600 Duroux spoke against the rezone request.



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La Marque, Texas 77568
409.938.9202

6. Joe Maza, 1222 Duroux spoke against the rezone request.

Discussion included whether or not that the property had a problem in the past with coyotes before the present owners (Shaukat Osman) cleared it off and put up a fence. The odor was discussed and the owner commented that he didn't smell an odor from his animals and that there is a horse pasture that abuts his property, and that his goats were at least three hundred feet away from any neighbor. The limit of the number of animals was discussed and the current ordinance referred to domestic animals, not barnyard animals. The question of whether the taxes would be lower if the property was rezoned to agricultural was briefly discussed. The legal process and procedures were explained by the Building Official Ana Tims.

Chairman Stanley closed the public hearing at 4:26 p.m.

b. Public Hearing- regarding proposed re-zone for properties described as Abstract 150, Page 5 Lots 2,3, & 4, Block 22, Division J Cook & Stewart Subdivision as recorded in Galveston County, Texas from Single Family to General Commercial.

Chairman Stanley called the public hearing at 4:26 p.m.

Ruben Garcia is the owner of said property (915 Orange), and he would like to operate a business at this location.

The public had no comments.

Chairman Stanley closed the public hearing at 4:33 p.m.

7. NEW BUSINESS

a. Discussion/possible action regarding proposed re-zone for properties described as 5.994 Acres of land out of and part of the S.F. Austin League Survey No. 4 in Galveston County, Texas, as more fully described by metes and bounds from Single Family Residential to Agricultural.

It was the consensus of the present members to table the voting of the item and call a Special Meeting at a later date, when a quorum could be reached.

b. Public Hearing- regarding proposed re-zone for properties described as Abstract 150, Page 5 Lots 2,3, & 4, Block 22, Division J Cook & Stewart Subdivision as recorded in Galveston County, Texas from Single Family to General Commercial.

It was the consensus of the present members to table the voting of the item and call a Special Meeting at a later date, when a quorum could be reached.

8. CHAIRMAN REPORT

There was no report.

9. REQUESTS AND ANNOUNCEMENTS

There was none.

10. ADJOURNMENT



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It was the consensus of the present members to adjourn the meeting at 4:34 p.m.

Dickey Stanley, Chairman
Planning & Zoning Commission



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409.938.9202

Planning and Zoning Committee
Special Meeting
February 18, 2014

1. CALL TO ORDER

Chairman Stanley called the meeting to order at 4:02 p.m.

2. ROLL CALL

PRESENT:

Dickey Stanley
Chris Colombo
Mike Casteline

ABSENT: Annette Callis

Norman Koneman

STAFF PRESENT:

Ana Tims, Director Development Services
Robin Eldridge, City Clerk
City Attorney Ellis Ortego

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Bobby Hocking dispensed the Invocation and Pledge of Allegiance was presented by Commissioner Stanley.

4. APPROVAL OF MINUTES

- a. Special Meeting on December 3, 2013.
- b. Regular Meeting on January 14, 2014.

Commissioner Colombo made a motion to approve the minutes of the Special Meeting held on December 3, 2013 and the Regular Meeting held on January 14, 2014. Commissioner Casteline seconded the motion. Motion carried unanimously.

5. CITIZEN'S PARTICIPATION

There was none.

6. PUBLIC HEARING

- a. Conduct Public Hearing - regarding proposed re-zone for properties described as lots six (6), seven (7), eight (8), and nine (9) in Section 1 Amburn's Subdivision of the Daugherty Survey, being a re-subdivision of the Daugherty Survey No. 4, out of the Marchand Tract, S. F. Austin League No. 4, Galveston County, Texas from Single Family Residential to General Commercial.

Chairman Stanley closed the Regular meeting and opened the Public Hearing at 4:05 p.m.

1. Tom Vought was present representing the properties that border the I-45 access Road and Kirby and the frontage road. "We do have a few developers that are interested in the properties. One of which is a medical clinic."



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Chairman Stanley closed the public hearing and reconvened the Regular meeting at 4:08 p.m.

The public had no comments.

7. NEW BUSINESS

- a. Discussion/Possible Action- regarding proposed re-zone for properties described as 5.994 Acres of Land out and part of the S.F. Austin League Survey No. 4 in Galveston County Texas. As more fully described by metes and bounds from Single Family Residential to Agricultural. Public Hearing was held on January 14, 2014.

Commissioner Stanley made a motion to make a recommendation to City Council to deny the rezone request. Commissioner Colombo seconded the motion. Motion carried unanimously.

- b. Discussion/possible action-regarding proposed re-zone for properties described as Abstract 150 Page 5 Lots 2, 3 & 4 Block 22 Division J Cook & Stewart Subdivision as recorded in Galveston County Texas from Single family Residential to General Commercial. Public Hearing was held on January 14, 2014.

Commissioner Colombo made a motion to make a recommendation to City Council to approve the rezone request. Commissioner Castelline seconded the motion. Motion carried unanimously.

- c. Discussion/possible action-regarding the proposed preliminary plat for Landing at Delaney Cove Section One containing approximately 6.9 acres proposing to create thirty-two single family residential lots and two landscape/open space reserves within the limits of the preliminary plat.

Brian Gerald, a representative of IDS Engineering, presented the preliminary plat which outlined the northwest corner of 1765 and Delaney Road.

Commissioner Colombo made a motion to approve the preliminary plat for Landing at Delaney Cove. Commissioner Stanley seconded the motion. Motion carried unanimously.

- d. Discussion/possible action regarding proposed re-zone for properties described as lots six (6), seven (7), eight (8), and nine (9) in Section 1 Amburn's Subdivision of the Daugherty Survey, being a re-subdivision of the Daugherty Survey No. 4, out of the Marchand Tract, S. F. Austin League No. 4, Galveston County, Texas from Single Family Residential to General Commercial.

Commissioner Castelline made a motion to make a recommendation to City Council to approve the rezone request. Commissioner Colombo seconded the request. Motion carried unanimously.

8. OLD BUSINESS

- a. Discussion/ possible action – regarding a proposed ordinance in reference fences and requirements. After a brief discussion, motion was made by Commissioner Colombo to approve the proposed ordinance pertaining to fences. Commissioner Castelline seconded the motion. Motion carried unanimously.
- b. Discussion/ possible action- regarding development permits



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After a brief discussion and a question of the City Attorney, Commissioner Colombo made a motion to table this item in order to prepare an ordinance. Commissioner Castelline seconded the motion. Motion carried unanimously.

- c. Discussion/possible action regarding up-dates to City Ordinance Chapter 32 Flood Damage Prevention and related ordinances.

Commissioner Colombo made a motion to approve the proposed up-dates to the ordinance and refer this item to the City Council. Commissioner Stanley seconded the motion. Motion carried unanimously.

9. CHAIRMAN REPORT

There was no report.

10. REQUESTS AND ANNOUNCEMENTS

Commissioner Colombo thanked staff and the City Manager for their help.

11. ADJOURNMENT

It was the consensus of the present members to adjourn the meeting at 4:25 p.m.

Dickey Stanley, Chairman
Planning & Zoning Commission



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409.938.9203

Planning & Zoning Commission

Dickey Stanley, Chairman
Chris Colombo, Commissioner
Mike Castelline, Commissioner
Norman Koneman, Commissioner
Annett Callis, Commissioner

March 5, 2014

Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Dear Mayor and City Council:

On July 30, 2013 Development Services received a request from Board of Adjustments Commissioner Westerlage to prohibit privacy fences in front yards. On November 12, 2013 Commissioner Westerlage presented her request to the Planning and Zoning Commission where Planning and Zoning Commissioner Colombo motion to proceed with drafting an ordinance that regulates privacy fences in front yards and increased the minimum height of fences.

The item was discussed in the Planning and Zoning meetings of November 12, 2013, January 14, 2014 and February 18, 2014. The Commission voted unanimously to refer the proposed Ordinance to the City Council for recommendation for approval.

Thank you,



Dickey Stanley
Chairman, Planning and Zoning Commission



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Ana Tims
Department: Development Services

Agenda item: 6&7e
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2014-009**, an ordinance of the City Council of the City of La Marque, Texas changing the Zoning classification from Single Family Residential to General Commercial, a tract of land, lots two (2); three (3) and four (4), Block 22, Division J Cook and Stewart Subdivision, Galveston County, Texas recorded in Volume 81, Page 526, all in the map records in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the Zoning map of the City adopted the 12th day of December 2005 by Ordinance 953. (915 Orange) **THIS IS THE SECOND AND FINAL READING.**

☒ X

Attachments for reference

1. Ordinance
2. BACKUP- includes application requesting zoning change for lots two (2), three (3) and four (4) in block 22 divisions J Cook and Stewart subdivision; Galveston County Appraisal District 200 Foot Radius; letter to owners within 200 foot radius; Zoning Map for the area
4. Planning and Zoning Commission minutes for January 14, 2014 (Public Hearing)
5. Planning and Zoning Commission minutes for February 18, 2014, **unapproved**
6. Letter of Recommendation from P & Z Commission

Staff Briefing:

The La Marque Planning and Zoning Commission received a request for a change in zoning classification from Single Family Residential to General Commercial for a parcel described as a tract of land lots two (2), three (3) and four (4) in block 22 division J Cook and Stewart Subdivision Galveston County, all in the map records in the office of the County Clerk of Galveston.

History:

- **December 13, 2013**- Galveston County Central Appraisal District 200 Foot Radius determined.
- **December 14, 2013**- Application requesting zoning change for lots two (2), three (3), and four (4) in block 22 division J Cook and Stewart Subdivision received.
- **January 14, 2014**- Public Hearing held by the Planning and Zoning Commission.
- **February 18, 2014**- Planning and Zoning Commission meeting held.
- **March 10, 2014**- Ordinance passed on first reading by City Council.
- **March 24, 2014**-Public Hearing/second and final reading of Ordinance.

Target Implementation: After ordinance adopted at second reading.



CITY COUNCIL AGENDA FORM

Significant Action Dates:

December 13, 2013 Galveston County Central Appraisal District 200 Foot Radius determined.

December 14, 2013- Application requesting zoning change for lots two (2), three (3), and four (4) in block 22 division J Cook and Stewart Subdivision received.

January 14, 2014- Public Hearing held by the Planning and Zoning Commission.

February 18, 2014- Planning and Zoning Commission meeting held.

March 10, 2014- First Reading of Ordinance heard before City Council.

March 24, 2014- Public Hearing and second and final reading.

Action:

- | | |
|---|--|
| ☒ Ordinance
☐ Proclamation
☐ Finance Report
☐ Other (be Specific)

☒ Check box if there is no conflict with City Charter, ordinances, resolutions, or policies. | ☐ Resolution
☐ Special Presentation
☒ Public Hearing |
|---|--|

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

Staff's Recommendation: Motion to adopt Ordinance No. **O-2014-009**, an Ordinance of the City Council of the City of La Marque, Texas changing the zoning classification from Single Family Residential to General Commercial, a tract of land, Lots two (2); three (3) and four (4), Block 22, Division J Cook and Stewart Subdivision, Galveston County, Texas recorded in Volume 81, Page 526, all in the map records in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the Zoning map of the City adopted the 12th day of December 2005 by Ordinance 953. **THIS IS THE SECOND AND FINAL READING.**

Fiscal Impact: Approval of the re-zone request allows the opportunity to establish a commercial usage on the parcel immediately. At this time owner of "Call Electric" will establish his business locally. This will increase sales tax revenues to the city due to the goods that six employees will consume, including, but not limited to fuel, food, and supplies. Our city now houses three electrical supply warehouses.

ORDINANCE NO. O-2014-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL, A TRACT OF LAND LOTS TWO (2), THREE (3) AND FOUR (4) IN BLOCK 22 DIVISION J COOK AND STEWART SUBDIVISION GALVESTON COUNTY, TEXAS RECORDED IN VOLUME 81, PAGE 526, ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Ruben Guzman (the “Applicant”) is the agent of the owner of the property who has purchased the tract of land described as A TRACT OF LAND LOTS TWO (2), THREE (3) AND FOUR (4) IN BLOCK 22 DIVISION J COOK AND STEWART SUBDIVISION GALVESTON COUNTY, TEXAS RECORDED IN VOLUME 81, PAGE 526, ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY,(the “Property”) generally situated in the corporate city limits of the City of La Marque, Texas (the “City”) made part hereof for all purposes; and

WHEREAS, the Property presently has a zoning classification of Single Family Residential under Chapter 71: Zoning of the Code of ordinances of the City of La Marque; and

WHEREAS, the applicant has made application to the City to change such zoning classification of said property from Single Family Residential to General Commercial as authorized by the City’s Zoning Ordinance; and

WHEREAS, the City Council of the City has conducted, in time and manner and after the notice required by law and Chapter 71: Zone of the Code of Ordinances of the City of La Marque, a public hearing on such request in classification; and

WHEREAS, the request for amendment to the zoning boundaries was submitted together with the required fees to the administrative official causing the petition to be place on the January 14, 2014 Regularly Scheduled Planning and Zoning meeting and on the February 18, 2014 Special Scheduled Planning and Zoning meeting agenda; and

WHEREAS, the Planning and Zoning Commission held a public hearing on January 14, 2014; and

WHEREAS, written notice of all public hearings on proposed changes to district boundaries was sent to all property owners within 200 feet of the tract to be re-zoned using the last known address as listed on the City tax roll and depositing the notice, postage paid, in the United States mail sent not less than ten days before such hearing was held; and

WHEREAS, the Planning and Zoning Commission, after the public hearing was closed, voted to recommend the proposed change and the report was forwarded to City Council for setting and holding of public hearing thereon; and

WHEREAS, City Council of the City has not received protest against such change

WHEREAS, City Council now deems it appropriate to grant such requested change in classification;

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

Section 1. The facts and the matters set forth in the preamble on this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of the certain tract of land described as A TRACT OF LAND LOTS TWO (2), THREE (3) AND FOUR (4) IN BLOCK 22 DIVISION J COOK AND STEWART SUBDIVISION GALVESTON COUNTY, TEXAS, RECORDED IN VOLUME 81, PAGE 526 ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, is hereby changed from Single Family Residential to General Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

Section 3. The zoning map of the City, adopted on the 12th day of December, 2005 by ordinance number 953, shall be revised and amended to show the zoning reclassification of said tract of land as provided in section 2 hereof, with the appropriate reference to the number and effective date of this Ordinance and brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the change in zoning classification of the tract described in section 2 hereof.

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the 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 AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the 10th day of March, 2014.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2014.

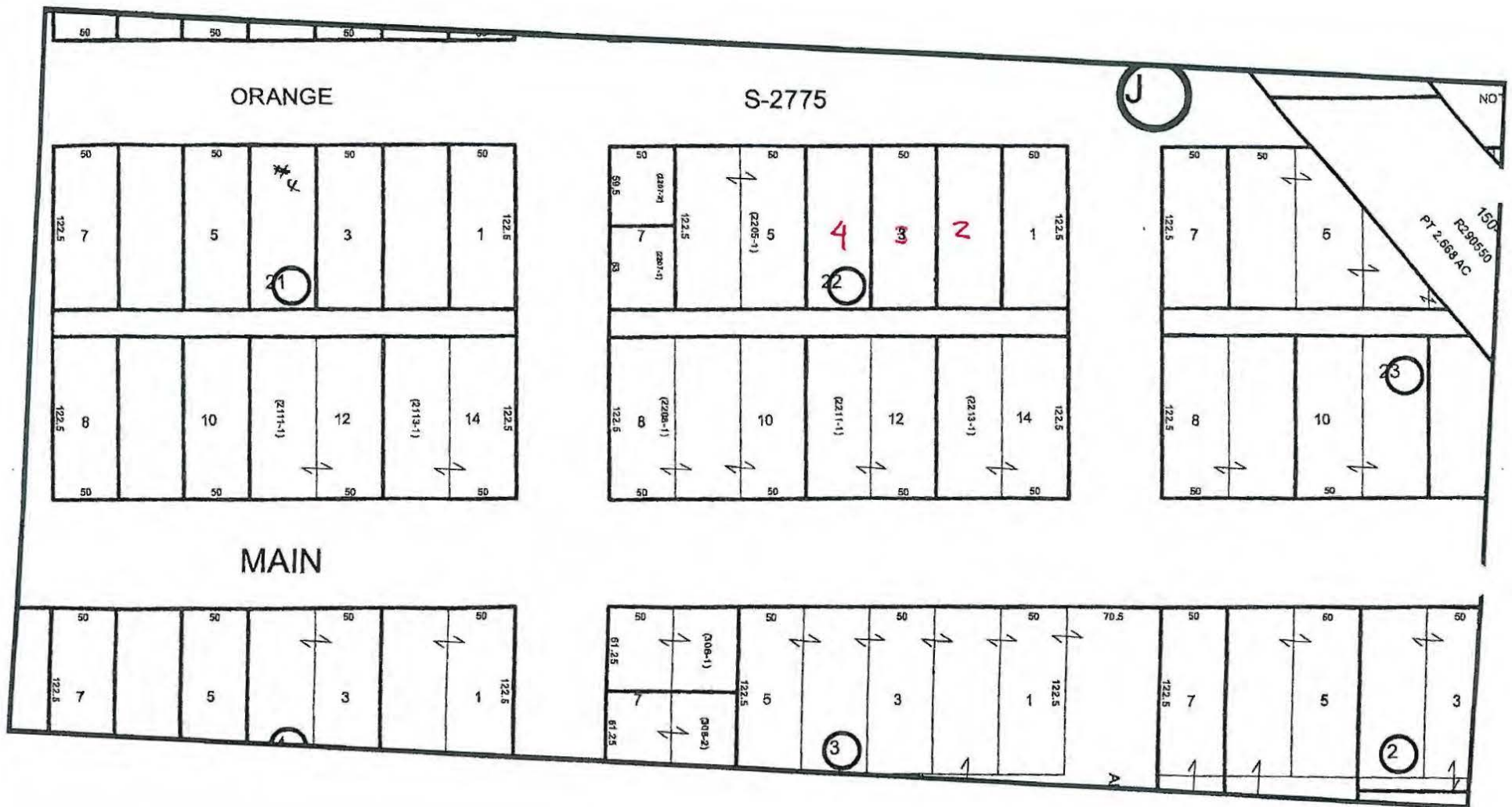
Bobby Hocking, Mayor
City of La Marque, Texas

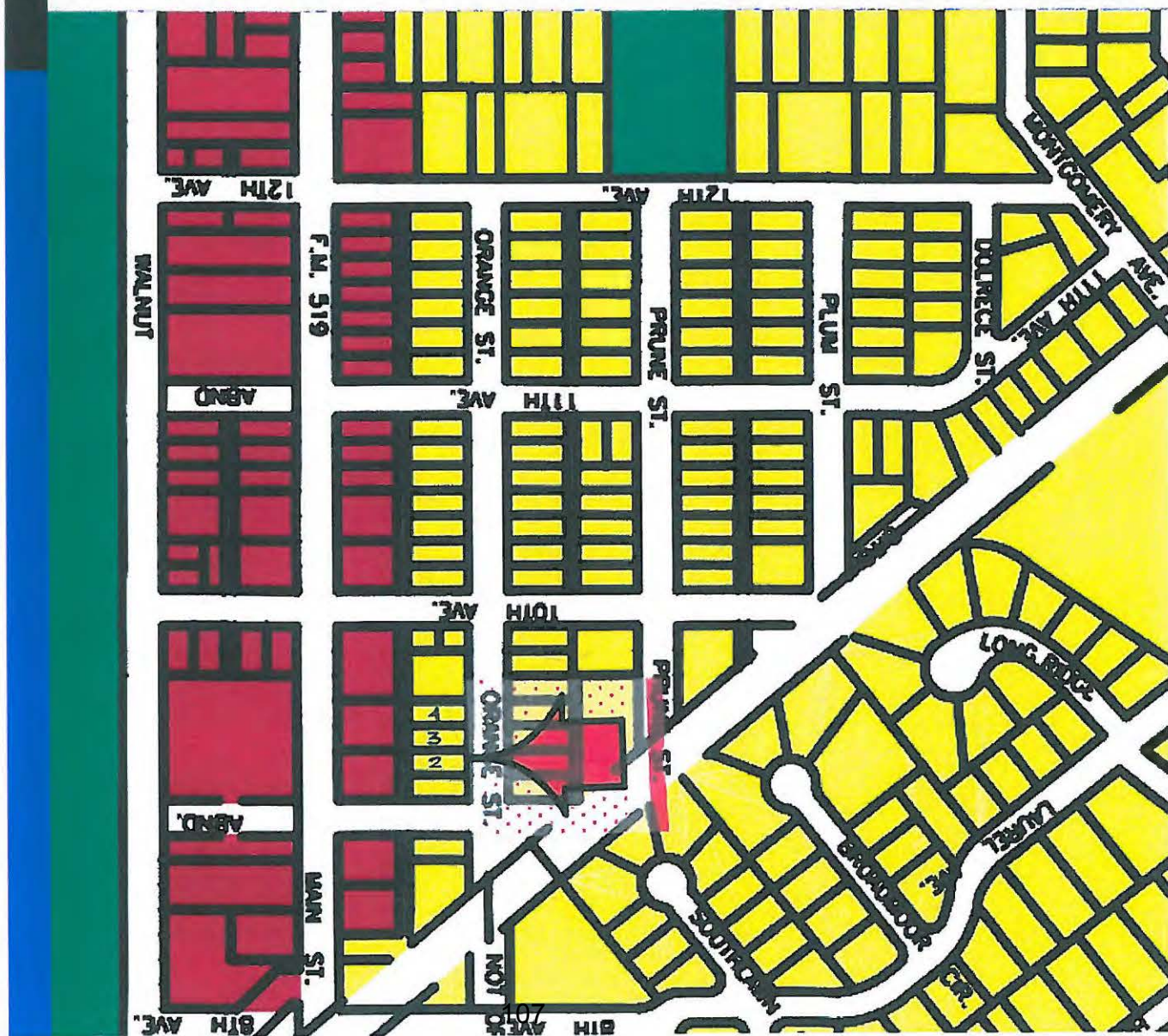
APPROVED AS TO FORM

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldridge, City Clerk







Welcome to the City of La Marque Gateway to the Gulf

LA MARQUE DEPARTMENT OF BUILDING AND INSPECTIONS

1111 Bayou Road
La Marque, Texas 77568
O. 409.938.9204
F. 409.908.0549

CITY OF LAMARQUE
Planning and Zoning Commission
Request for Subdivision Variance

ALL PROPERTY OWNERS WITHIN 200 FEET WILL BE NOTIFIED BY MAIL. THERE IS A 15 DAY APPEAL PERIOD AFTER THE PUBLIC HEARING DURING WHICH NO CONSTRUCTION CAN BE DONE. THIS APPLICATION MUST BE RETURNED TO CITY HALL AT LEAST 14 DAYS PRIOR TO THE HEARING DATE.

(Warning: FILING OF APPLICATION STOPS ALL AFFECTED CONSTRUCTION)

DATE OF APPLICATION 1-14-2014 FEE RECEIVED \$450⁰⁰

NAME OF AGENT Reuben Guzman PHONE 409-457-6922

ADDRESS 1713 3rd Ave N. Tx City 77590

NAME OF OWNER Richard & Lonna Palmette PHONE 361-758-7487

ADDRESS 2041 W. Highland Avenue Arkansas Pass, TX 78336

PROPERTY DESCRIPTION: ABST 150 PAGE 5 LOTS 2, 3, 4 BLOCK 22 DIV 3 COOK & STEWART SUB

ADDRESS: 915 Orange

PLOT OF AREA ATTACHED ☒ METES AND BOUNDS ATTACHED ☐

PRESENT ZONE Single Family Residential

APPLICATION CHECKLIST

- ☒ CERTIFIED PROPERTY OWNERS WITHIN 200-FEET OF THE PROPERTY- LISTS PRINTED MORE THAN TWO WEEKS PRIOR TO APPLICATION SUBMITTAL MAY NOT BE ACCEPTED (CENTRAL APPRAISAL DISTRICT (CAD)- 600 GULF FREEWAY (EXIT 13- CENTURY BOULEVARD EXIT) 409/935-1980)
- ☒ SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS, AND PROPERTY LINES [8-1/2X11] IF LARGER THAN 8-1/2X11, PLEASE FOLD TO APPROPRIATE SIZE)
- ☒ SURVEY (TO SCALE) (2 COPIES)
- ☒ CURRENT TAX RECEIPTS-COUNTY TAX OFFICE, 722 MOODY (766-2481)
- ☒ TITLE REPORT (IF LAND WAS PURCHASED WITHIN THE LAST 60 DAYS)

N/A



Welcome to the City of La Marque Gateway to the Gulf

SUBMITTED TO

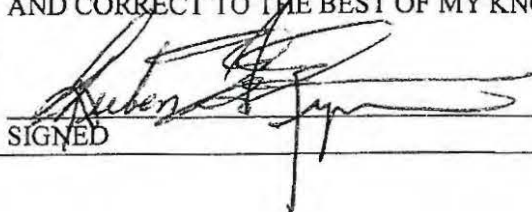
DATE: 1-14-2014

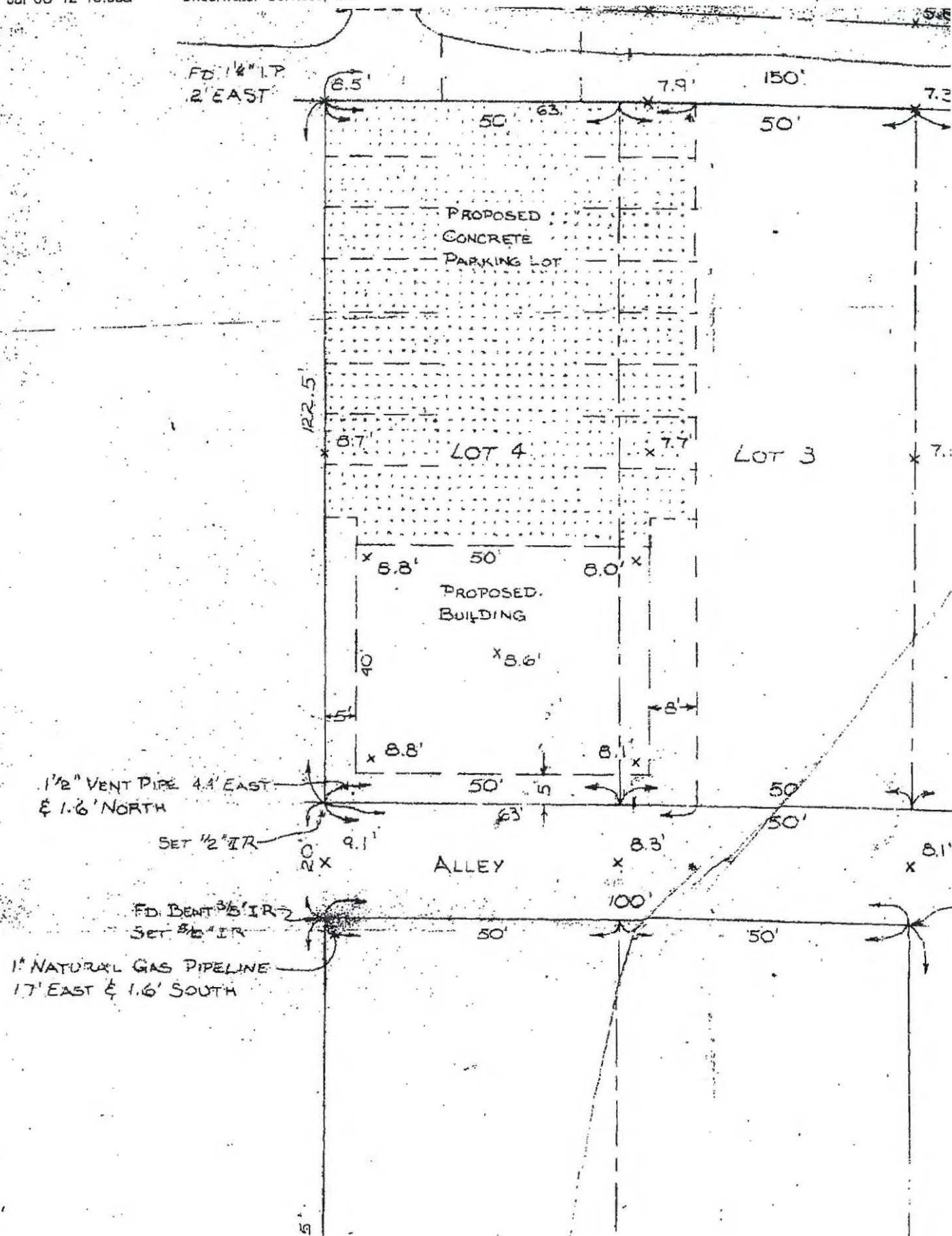
APPROVED 2/18/2014 DENIED _____ OTHER _____

COMMENTS Commissioner Colombo approved the motion to rezone. Commissioner Castelline seconds the motion and the motion passed unanimously

APPLICANT'S CERTIFICATE

I AFFIRM THAT MY STATEMENT CONTAINED IN THE APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNED



City of La Marque

1111 Bayou Rd., La Marque TX 77568

Receipt Number: 201400026

(409)938-9204

Date: 01/08/2014 **Canceled:** **Cashier:** EGRUNDMANN **Payer/Payee** Reuben Guzman
Name: 915 Orange
LA MARQUE TX 77568

Tracking Number	Parcel	Fee Description	Fee Amount	Amount Paid	Fee Balance
RZ2014-001 915 Orange St. La Marque Rezone Reuben Guzman	PARC2010-105	REZONING CLASSIFICATION FEE 01-3300 (REZONING)	\$450.00	\$450.00	\$0.00

Total: \$450.00

Payment Method	Reference Number	Payment Amount	Total Amount
CHECK	2938	\$450.00	450.00
		Total:	\$450.00



Galveston County

Tax Office

Wednesday, January 8, 2014

Property Tax Statement

[Begin a New Search](#) [Go to Your Portfolio](#)

PLEASE NOTE: Beginning with the 2013 tax year, we began transitioning to using the "short" account number (previously referred to as CAD or Appraisal District number). While we are in transition, please keep both the "long" and "short" numbers handy when making online payments.

Unless otherwise noted, all data refers to tax information for 2013. All amounts due include penalty, interest, and attorney fees when applicable.

Cross Reference ID: 277500102202000

Pending Internet Payments:
No Payment Pending

Account Number: R195986

Address:
PALMIETTO RICHARD & LADONNA
2041 W HIGHLAND AVE
ARANSAS PASS, TX 78336

Pay by Credit Card or E-Check

Property Site Address:
915 ORANGE
77568

Market Value: \$25,630

Land Value: \$3,060

Legal Description:
ABST 150 PAGE 5 LOT 2 BLK 22 DIV J COOK
& STEWART SUB

Improvement Value: \$22,570

Capped Value: \$0

Current Tax Levy: \$668.53

Agricultural Value: \$0

Current Amount Due: \$0.00

Exemptions: None

Prior Year Amount Due: \$0.00

[Exemption and Tax Rate Information](#)

Total Amount Due: \$0.00

[Taxes Due Detail by Year and Jurisdiction](#)

Last Payment Amount for Current Year Taxes: \$668.53

[Payment Information](#)

Last Payer for Current Year Taxes:
PALMIETTO RICHARD & LADONNA

[Print a Current Tax Statement](#)

Last Payment Date for Current Year Taxes: 11/19/2013

[Register to Receive Electronic Tax Statements](#)

Active Lawsuits: None

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

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GALVESTON COUNTY TAX OFFICE
722 Moody
Galveston, TX 77550
(409) 766-2481
(877) 766-2284

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CITY OF LA MARQUE
PROPERTY OWNER PUBLIC NOTICE
REZONING REQUEST

February 11, 2014

This PUBLIC NOTICE is in accordance with Section 26. AMENDMENTS. Subsection D. PUBLIC HEARING AND NOTICE, of the City of La Marque's Zoning Ordinance. An application for rezoning has been received by the Planning and Zoning Commission. If land is under your ownership or care, as listed with the City of La Marque Tax Records, within 200 feet of the property that is being considered for rezoning this is your OFFICIAL NOTICE.

The area under consideration for rezoning is ABST 150 PAGE 5 LOTS 2, 3 & 4 BLOCK 22 DIV J COOK & STEWART SUBDIVISION as recorded in the office of the County Clerk of Galveston County, Texas

The current zoning is (R-1) Single Family Residential. The proposed zoning is (C-1) General Commercial.

This is your OFFICIAL NOTICE that the La Marque Planning and Zoning Commission will conduct a PUBLIC HEARING, on **February 11, 2014 at 4:00 PM**, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above rezoning request.

Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call, write or e-mail a.tims@ci.la-marque.tx.us to the City of La Marque Development Services Department at the following:

City of La Marque
Development Services Department
1111 Bayou Rd.
La Marque, TX 77568
409-938-9204

Respectfully,

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

Anna Tims
Building Official/ Code Enforcement Officer
City of La Marque

2012
R195986

06/29/2012
Page 1 of 2

Current Owner		Description		Estimated Value	
PALMIETTO, RICHARD & LADONNA (O0044583) 2041 W HIGHLAND AVE ARANSAS PASS, TX 78336		ABST 150 PAGE 5 LOT 2 BLK 22 DIV J COOK & STEWART SUB		25,630	
				GGA, J05, S15, C32, RFL, D02 25,630	
Site Address		History Information			
915 ORANGE LA MARQUE, TX 77568		2011	2010	2009	2008
		Imp HS	-	-	-
		Imp NHS	\$22,570	\$22,570	\$22,570
		Land HS	-	-	-
		Land NHS	\$3,060	\$3,060	\$3,060
		Ag Mkt	-	-	-
		Ag Use	-	-	-
		Tim Mkt	-	-	-
		Tim Use	-	-	-
		HS Cap	-	-	-
		Assessed	\$25,630	\$25,630	\$25,630
Building Attributes					
Construction	Foundation	Exterior	Interior	Roof	Flooring
	CS			MT	
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms
			1996		
Land Segments					
SPTS	Description	Area	Market	Ag Value	
F1	Residential Lot	6125F	3,060		

2000 sq -
↔

160,000.00
Commercial -
listing.

2012
R195987

06/29/2012
Page 1 of 2

Current Owner		Legal Description	Exemptions		Market						
PALMIETTO, RICHARD & LADONNA (00044583) 2041 W HIGHLAND AVE ARANSAS PASS, TX 78336		ABST 150 PAGE 5 LOT 3 BLK 22 DIV J COOK & STEWART SUB			51,440						
			Lodges		Assessed						
			GGA, J05, S15, C32, RFL, D02		51,440						
Site Address		History Information									
915 ORANGE LA MARQUE, TX 77568		2011	2010	2009	2008						
		Imp HS	-	-	\$0	\$0					
		Imp NHS	\$48,380	\$48,380	\$48,380	\$48,380					
		Land HS	-	-	\$0	\$0					
		Land NHS	\$3,060	\$3,060	\$3,060	\$3,060					
		Ag Mkt	-	-	\$0	\$0					
		Ag Use	-	-	\$0	\$0					
		Tlm Mkt	-	-	\$0	\$0					
		Tlm Use	-	-	\$0	\$0					
		HS Cap	-	-	-	-					
		Assessed	\$51,440	\$51,440	\$51,440	\$51,440					
Building Attributes						Improvements					
Construction	Foundation	Exterior	Interior	Roof	Flooring	Type	Description	Area	Year Built	Eff Year	Value
	CS	SI	SR	MT	VI	C	Commercial				\$41,350
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms	MA	Main Area	2000	1985	1985	\$40,100
CH-CA			1985			CPY	Canopy	250	1985	1985	\$1,250
Land Segments											
SPTS	Description	Area	Market	Ag Value							
F1	Commercial Lot	6125F	3,060	0							

2012
R195988

07/03/2012
Page 1 of 1

Current Owner		Legal Description		Exemptions		Mark	
PALMIETTO, RICHARD & LADONNA (00044583) 2041 W HIGHLAND AVE ARANSAS PASS, TX 78336		ABST 150 PAGE 5 LOT 4 BLK 22 DIV J COOK & STEWART SUB				3,060	
				GGA, J05, S15, C32, RFL, D02		3,060	
Sale History				History Information			
Date	Volume	Page	Seller Name	2011	2010	2009	2008
03/12/2010	2010011899		DOUGHTY, DONALD L & PATRICIA DOUGHTY, DONALD				
				Imp HS	-	-	-
				Imp NHS	-	-	-
				Land HS	-	-	-
				Land NHS	\$3,060	\$3,060	\$3,060
				Ag Mkt	-	-	-
				Ag Use	-	-	-
				Tim Mkt	-	-	-
				Tim Use	-	-	-
				HS Cap	-	-	-
				Assessed	\$3,060	\$3,060	\$3,060
Building Attributes						Improvements	
Construction	Foundation	Exterior	Interior	Roof	Flooring	Type	Description
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms	Area	Year-Built
						Eff Year	Value
Land Section							
SPTB	Description	Area	Market	Ag Value			
C1	Residential Lot	6125F	3,060				



GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway, Suite A, Texas City, Texas 77591
Telephone: 409-935-1980 or (Toll Free) 1-866-277-4725
Fax: 409-935-1799

City Planning Packs

Check the one (s) that apply:

☒ 200 Foot Radius

☐ Adjacent Property Owners Listing

Subject Property Address: 915 Orange La Marque.

Subject Property Acct #: NR 195986

NR 195987

Name of Contact Person: ERICA City of La Marque.

Phone Number of Contact Person: 409 938-9204

Date: 12/13/13

Request will be ready after Noon on Next Day. (Some Exceptions may apply)

*The charge for this service is between \$2.00 and \$5.00, depending on the number of property owners involved.

Prepaid Amount: Check Cash

ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
R195927	FRANK, AMERICA	842 ELLINGTON ST			HOUSTON	TX	77088-5104
R195928	SOWELL, AMOS C	1817 PORTGLEN DR			LEAGUE CITY	TX	77573
R195929	TAYLOR, LESLIE IRENE	918 ORANGE ST			LA MARQUE	TX	77568-5722
R195930	WILLIAMS, EDWARD L JR &	LAKIA J	9111 SUNRISE CT		HITCHCOCK	TX	77563
R195931	COTTON, RONALD G & PAMELA	910 ORANGE ST			LA MARQUE	TX	77568-5722
R195932	DAVIES, TAYLOR	PO BOX 2806			BELLAIRE	TX	77402
R195933	YOAKUM, GLAURICA D	802 ORANGE ST			LA MARQUE	TX	77568-5722
R195985	OLIPHANT, ALMA P	112 PRUNE			LA MARQUE	TX	77568
R195988	PALMIETTO, RICHARD & LADONNA	2041 W HIGHLAND AVE			ARANSAS PASS	TX	78336
R195989	CERVANTES, RALPH & IDA-BUYERS	BRUCE E LATIMER - SELLER	PO BOX 1324		SANTA FE	TX	77510
R195990	KOEPP, OTTIMAR L & MARY E	2206 10TH AVE			LA MARQUE	TX	77568-3701
R195991	COUNTY-GALVESTON	722 MOODY AVE			GALVESTON	TX	77550-2317
R195992	928 MAIN LLC	2109 POST OFFICE ST	# 115		GALVESTON	TX	77550
R195993	SOWELL, AMOS	1817 PORTGLEN DR			LEAGUE CITY	TX	77573
R195994	DOWNEY, C WRENN	1800 DEATS RD			DICKINSON	TX	77539
R195995	STANLEY, RICHARD & DONNA	PO BOX 553			LA MARQUE	TX	77568
R195997	BYRD, JUDY WEAR	PO BOX 2028			GALVESTON	TX	77553
R195998	STANLEY, RICHARD A & DONNA	PO BOX 553			LA MARQUE	TX	77568-0553
R290551	CENTERPOINT ENERGY INC	HOUSTON ELECTRIC	AD VALOREM TAX DEPT	PO BOX 1475	HOUSTON	TX	77251-1475
R290552	CENTERPOINT ENERGY INC	HOUSTON ELECTRIC	AD VALOREM TAX DEPT	PO BOX 1475	HOUSTON	TX	77251-1475



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La Marque, Texas 77568
409.938.9202

Planning and Zoning Committee
Special Meeting
January 14, 2014

1. CALL TO ORDER

Chairman Stanley called the meeting to order at 4:09 p.m.

2. ROLL CALL

PRESENT:

Dickey Stanley
Chris Colombo
City Manager, Carol Buttler (no vote)

ABSENT: Annette Callis

Norman Koneman
Mike Casteline

STAFF PRESENT:

Ana Tims, Director Development Services
Robin Eldridge, City Clerk

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Commission dispensed with the Invocation and Pledge of Allegiance was presented by Commissioner Stanley

4. APPROVAL OF MINUTES

- a. Regular Meeting December 3, 2013

It was the consensus of the present members to table the item and call a Special Meeting at a later date, when a quorum could be reached.

5. CITIZEN'S PARTICIPATION

There was none.

6. PUBLIC HEARING

- a. Public Hearing- regarding proposed re-zone for properties described as 5.994 Acres of land out of and part of the S.F. Austin League Survey No. 4 in Galveston County, Texas, as more fully described by metes and bounds from Single Family Residential to Agricultural.

Chairman Stanley called the Public Hearing at 4:13 p.m.

1. Charles Messina, 1416 Duroux spoke against the re-zone request.
2. Patricia Dequire, 1408 Duroux spoke against the re-zone request.
3. Monica and Sidney Singleton (residents) of 1404 Duroux spoke against the rezone request.
4. Odell and Beverly Wilkins, 1402 Duroux spoke against the rezone request.
5. Diana Taylor, owner of the houses at 1404 Duroux and 1600 Duroux spoke against the rezone request.



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It was the consensus of the present members to adjourn the meeting at 4:34 p.m.

Dickey Stanley, Chairman
Planning & Zoning Commission



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Planning and Zoning Committee
Special Meeting
February 18, 2014

1. CALL TO ORDER

Chairman Stanley called the meeting to order at 4:02 p.m.

2. ROLL CALL

PRESENT:

Dickey Stanley
Chris Colombo
Mike Casteline

ABSENT: Annette Callis

Norman Koneman

STAFF PRESENT:

Ana Tims, Director Development Services
Robin Eldridge, City Clerk
City Attorney Ellis Ortego

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Bobby Hocking dispensed the Invocation and Pledge of Allegiance was presented by Commissioner Stanley.

4. APPROVAL OF MINUTES

- a. Special Meeting on December 3, 2013.
- b. Regular Meeting on January 14, 2014.

Commissioner Colombo made a motion to approve the minutes of the Special Meeting held on December 3, 2013 and the Regular Meeting held on January 14, 2014. Commissioner Casteline seconded the motion. Motion carried unanimously.

5. CITIZEN'S PARTICIPATION

There was none.

6. PUBLIC HEARING

- a. Conduct Public Hearing - regarding proposed re-zone for properties described as lots six (6), seven (7), eight (8), and nine (9) in Section 1 Amburn's Subdivision of the Daugherty Survey, being a re-subdivision of the Daugherty Survey No. 4, out of the Marchand Tract, S. F. Austin League No. 4, Galveston County, Texas from Single Family Residential to General Commercial.

Chairman Stanley closed the Regular meeting and opened the Public Hearing at 4:05 p.m.

1. Tom Vought was present representing the properties that border the I-45 access Road and Kirby and the frontage road. "We do have a few developers that are interested in the properties. One of which is a medical clinic."



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After a brief discussion and a question of the City Attorney, Commissioner Colombo made a motion to table this item in order to prepare an ordinance. Commissioner Castelline seconded the motion. Motion carried unanimously.

- c. Discussion/possible action regarding up-dates to City Ordinance Chapter 32 Flood Damage Prevention and related ordinances.

Commissioner Colombo made a motion to approve the proposed up-dates to the ordinance and refer this item to the City Council. Commissioner Stanley seconded the motion. Motion carried unanimously.

9. CHAIRMAN REPORT

There was no report.

10. REQUESTS AND ANNOUNCEMENTS

Commissioner Colombo thanked staff and the City Manager for their help.

11. ADJOURNMENT

It was the consensus of the present members to adjourn the meeting at 4:25 p.m.

Dickey Stanley, Chairman
Planning & Zoning Commission



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Planning & Zoning Commission
Dickey Stanley, Chairman
Chris Colombo, Commissioner
Mike Castelline, Commissioner
Norman Koneman, Commissioner
Annett Callis, Commissioner

March 5, 2014

Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

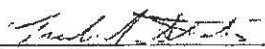
Dear Mayor and City Council:

On January 14, 2014 the Planning and Zoning Commission conducted a Public Hearing to receive public input on the rezone request of Reuben Guzman on a tract of land, Lots two (2); three (3) and four (4), Block 22, Division J Cook and Stewart Subdivision, Galveston County, Texas recorded in Volume 81, Page 526, all in the map records in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial;

On February 18, 2014 the Planning and Zoning Commission voted on the request mentioned above. The vote was 3 to 0 with the motion carrying to approve the request.

The Planning and Zoning Commission would like to recommend to City Council for consideration, the approval of this rezoning request.

Thank you,


Dickey Stanley
Chairman, Planning and Zoning Commission



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Cyndi Efird
Department: Public Works

Agenda item: 8a
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the approval of Resolution No. **R-2014-005**, a Resolution for a Fourth Amendment to the Mainland Water Project Customer Contract



Attachments for reference

1. Resolution of Fourth Amendment to Mainland Water Project Customer Contract
2. Copy of Mainland Water Customer Contract dated August 7, 1981
3. **September 14, 1981**- Amendment #1 executed
4. **June 22, 1998**- Amendment #2 Resolution # 844
5. **June 16, 2011**- Amendment #3
6. Gulf Coast Water Authority Contract Revenue Bonds, Series 2014

Staff Briefing:

- Staff has reviewed and agrees with the enclosed Fourth Amendment to the Mainland Water Project Customer Contract's changes.
- The changes are necessary to make repairs to the reservoir gates and contract changes with up-to-date water conservation requirements.
- The attached Revenue Bond schedule of payments shows estimated annual cost for the next twelve years.

History (if applicable):

- **November 2013**-Staff received the first draft amendment from Gulf Coast Water Authority
- **January 3, 2014**-The first draft was submitted to the City Attorney for review
- **January 24, 2014**-Received Revenue Bond schedule from GCWA
- **January 31, 2014**-Received copies of all contracts and amendments from GCWA
- **February 12, 2014**-Received final revision from GCWA
- **February 27, 2014**-Final review with City Attorney
- **March 10, 2014**-Workshop with City Council

Target Implementation: **March 24, 2014**

Significant Action Dates:

- **Amendment to Section 5.3(c)(1)(A) will go in effect in the 2014-2015 budget**
- **Section 12.1 Terms: Current Contract will expire December 31, 2022**
- **Section 12.1 Terms: Contracts will be extended until December 31, 2027**



CITY COUNCIL AGENDA FORM

Action:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

Cost Details:	
Budgeted	0.00
Estimated Expenditure	\$19,900.40/yr.
Acct. Name	Bond Series 2014

☒

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

Staff's Recommendation: Motion to approve Resolution No. **R-2014-005**, a resolution for a Fourth Amendment to the Mainland Water Project Customer Contract.

Fiscal Impact: Approximately \$20,000.00 increase in the annual utility budget for the next eleven years.

RESOLUTION NO. 2014-005

**FOURTH AMENDMENT
TO MAINLAND WATER PROJECT CUSTOMER CONTRACT**

This Fourth Amendment to Mainland Water Project Customer Contract (this “Amendment”) between the **GULF COAST WATER AUTHORITY** (the “Authority”) and **THE CITY OF LA MARQUE, TEXAS** (the “Purchaser”) is entered into effective as of the 1st day of May, 2014, and amends that certain Mainland Water Project Customer Contract, dated as of August 7, 1981, as amended on September 14, 1981, June 22, 1998 and June 16, 2011 (collectively, the “Original Agreement”) between the Authority and the Purchaser.

W I T N E S S E T H:

WHEREAS, Authority previously entered into substantially similar contracts (with the amendments thereto, the “Mainland Project Contracts”) with customers located on the mainland in Galveston County for the purpose of allowing the Authority to acquire, construct and operate a water treatment plant and related water supply system in order to provide potable water to certain municipalities and others in Galveston County, Texas (the “Mainland Project Customers”); and

WHEREAS, the Mainland Project Contracts provided for the financing and operation and maintenance for the system known and referred to as the “Mainland Project” or the “Mainland Division;” and

WHEREAS, certain customers (the “South Project Customers”) requested, and the Authority agreed to expand and extend the Mainland Division by: (i) the construction and equipment of an expansion to the capacity of the Thomas Mackey water treatment plant and the extension of certain distribution facilities serving the South Project Customers, and (ii) various related distribution facilities serving individual South Project Customers in order to enable the Authority to produce and provide potable water to the South Project Customers in an integrated manner with the Mainland Division Customers served by the Mainland Division (the Mainland Project Customers and the South Project Customers are hereinafter referred to collectively as the “Customers”); and

WHEREAS, such expansion and extension of the Mainland Division was and is known as the “South Project” and the South Project Customers (including certain Mainland Project Customers who also needed additional water) that purchased potable water from the Mainland Thomas Mackey water treatment plant as a result of the expansions entered into contracts (with the amendments thereto, the “South Project Contracts”) with the Authority that were substantially similar to the Mainland Project Contracts (the South Project Contracts and the Mainland Project Contracts, being collectively referred to herein as the “Projects Contracts”); and

WHEREAS, the potable water supplied by the Mainland Division to the Customers under the Projects Contracts is supplied by means of the Authority’s Industrial Division, which supplies raw water to the Mainland Division, and under the terms of the Projects Contracts the Customers must comply with certain provisions of the Industrial Division Customer Contract (as

defined in the Projects Contracts), including an obligation to make the Industrial Division Payments (as defined in the Projects Contracts); and

WHEREAS, the Authority has identified the need to make certain capital improvements to the Texas City Reservoir and the Industrial Pump Station, which are water supply facilities in the Industrial Division, in order to facilitate the supply of raw water to the Industrial Division and the Mainland Division; and

WHEREAS, in connection with making provision for the financing of such improvements, the Authority and the Industrial Division Customers have entered or will enter into an amended and restated Industrial Division Customer Contract in order to simplify and modernize the provisions of the Industrial Division Customer Contract and provide for the equitable allocation of the costs of facilities improvements among those customers of the Industrial Division and the Mainland Division that benefit from such facilities improvements; and

WHEREAS, in order to facilitate the issuance of bonds for the financing of such improvements the Authority has provided the Customers with copies of a form of the amended and restated Industrial Division Customer Contract and wishes to obtain the consent of the Customers to the issuance of the bonds contemplated in the amended and restated Industrial Division Customer Contract and to extend the term of the Original Agreement to run concurrently with the amended and restated Industrial Division Customer Contract; and

WHEREAS, state law requires that this Amendment also incorporate provisions related to water conservation;

NOW THEREFORE, BE IT RESOLVED THAT for good and valuable consideration including the premises, the parties agree that the Original Agreement shall be amended as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning given in the Original Agreement. The terms defined in the Recitals to this Amendment are incorporated herein for all purposes.

ARTICLE II.

AMENDMENTS

Section 2.1. Amendment to Section 1.1 of the Original Agreement. Section 1.1 of the Original Agreement is hereby amended by amending and restating the definitions of the terms “Industrial Division” and “Industrial Division Customer Contracts,” which shall read as follows:

“Industrial Division” shall mean the Industrial Pump Station and Raw Water Transmission System (as defined in the Industrial Division Customer

Contracts) and the Texas City Reservoir and Raw Water Conveyance System (as defined in the Industrial Division Customer Contracts), including the reservoir and water distribution system (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and other physical properties acquired by Seller from Industrial Water Company, under that certain "GCWA Agreement" dated June 1, 1971, between Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by the Authority, all exclusive, however, of any physical properties which are located outside of Galveston County, Texas, or which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts), or which are part of the Canal System (as defined in the Industrial Division Customer Contracts).

"Industrial Division Customer Contracts" shall mean those contracts providing for the sale of water for industrial purposes to the customers in the Industrial Division from time to time.

Section 2.2. Amendment to Section 5.3(c)(1)(A) of the Original Agreement. Section 5.3(c)(1)(A) of the Original Agreement is hereby amended and restated to read as follows:

(A) For the Water Plant, Operating Charges shall be allocated among all Customers based upon their respective Contract Quantities then in effect; provided, however, that the Board of Directors of the Authority shall adopt a revised cost allocation mechanism for Operating Charges for the Water Plant designed to incentivize water conservation prior to the adoption of its 2014-2015 budget. Upon adoption by the Board of Directors of the Authority, the parties agree that such cost allocation mechanism, as amended from time to time, shall govern the allocation of Operating Charges for the Water Plant under this Agreement.

Section 2.3. Amendment to Section 5.6 of the Original Agreement. Section 5.6 of the Original Agreement is amended to add the following language following the last sentence of the existing text of Section 5.6:

Nothing in this Section, however, shall be construed as preventing the Purchaser, in its sole discretion from making any payment due to the Authority from sources other than revenues and income of the Purchaser's water supply system. During the term of this Agreement, so long as the Authority has potable water available from the Water Plant to supply purchaser in amounts sufficient to meet Purchaser's needs, Purchaser shall not obtain potable water from a source other than the authority except (i) from facilities owned by the Purchaser or contracted for on the date hereof, (ii) from groundwater sources now or hereafter available to the Purchaser, (iii) as may otherwise be permitted by this Agreement, or (iv) with the consent of the Authority.

Section 2.4. Amendment adding Section 10.5 to the Original Agreement. The Original Agreement is hereby amended by the adding Section 10.5 to read as follows:

Section 10.5. Conservation of Water. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall reasonably maintain and operate its facilities in a manner that will promote beneficial use, and prevent unnecessary waste, of water. The Authority, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation and drought management for water supplied by the Authority to Purchaser and other customers of the Authority. Purchaser shall adopt and implement a water conservation and drought contingency plan, as required by applicable law, which may be reviewed by the Authority. If required by applicable law or regulation Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or provide water services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation and drought contingency plan in compliance with such applicable law or regulation.

Section 2.5. Amendment to Section 12.1. Section 12.1 of the Original Agreement shall be amended and restated to read as follows:

Section 12.1. Term. This Agreement shall remain in force and effect to and including December 31, 2027, and thereafter until payments in full of the principal, premium, if any and interest on all Mainland Project Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

ARTICLE III.

GENERAL

Section 3.1. Amended and Restated Industrial Division Customer Contract; Consent to the Issuance of Seller's Revenue Bonds.

(a) Purchaser recognizes that the potable water supplied by the Mainland Project to Purchaser under the Mainland Projects Contract is supplied by means of the Authority's Industrial Division, which supplies raw water to the Mainland Division. Purchaser is obligated to comply with certain provisions of the Industrial Division Customer Contract, including the absolute and unconditional obligation to make the payments specified in Article 6 of the Industrial Division Customer Contract, which are designated as Industrial Division Payments and Raw Water Charges in the Original Agreement, pursuant to Article 5 of the Original Agreement. Purchaser hereby acknowledges and agrees that it familiar with the terms and provisions of the Industrial Division Customer Contract, a current form of which is attached hereto as Exhibit A.

(b) Purchaser hereby consents to the issuance of Seller's Revenue Bonds, as such term is defined in the Industrial Division Customer Contract. Purchaser hereby agrees to furnish

the Authority with such financial information, data, projections and related information as may be reasonably required by the Authority in connection with the sale of the Seller's Revenue Bonds in order to comply with all applicable laws, rules and regulations, including the approval of Seller's Revenue Bonds by the Attorney General of the State of Texas. Following the issuance of a series of Seller's Revenue Bonds, the Authority shall furnish the Purchaser with a maturity schedule showing the annual Industrial Division Payments associated with such Seller's Revenue Bonds estimated to be required to pay the principal of and the interest on the Seller's Revenue Bonds when and as the same shall become due and payable (including any sinking fund payments to be made in respect the Seller's Revenue Bonds).

Section 3.2. Original Agreement Remains in Effect. The Original Agreement shall remain in full force and effect as amended and supplemented by this Amendment, and is hereby ratified and approved. To the extent of a conflict between this Amendment and the Original Agreement, this Amendment shall prevail.

Section 3.3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.4. Severability. If any provision of this Amendment shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 3.5. Counterparts. This Amendment may be signed in multiple counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Execution Page to Follow]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking, Mayor

APPROVED AS TO FORM:

By: _____
Ellis J. Ortego, City Attorney

ATTEST:

By: _____
Robin Eldridge, City Clerk

GULF COAST WATER AUTHORITY

James McWhorter
President

ATTEST:

R. Sue Edrozo
Secretary-Treasurer

Exhibit A

Form of Amended and Restated Industrial Division Customer Contract

GALVESTON COUNTY WATER AUTHORITY
MAINLAND WATER PROJECT CUSTOMER CONTRACT

MAINLAND WATER PROJECT CUSTOMER CONTRACT

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MAINLAND WATER PROJECT CUSTOMER CONTRACT

THIS AGREEMENT, dated the 7th day of AUGUST, 1981, by and between GALVESTON COUNTY WATER AUTHORITY, a Texas conservation and reclamation district (the "Authority"), and the CITY OF LA MARQUE, TEXAS ("Purchaser"),

W I T N E S S E T H:

Premises

Purchaser is located in Galveston County, Texas, and needs a reliable supply of potable surface water.

The Authority represents that pursuant to the Water Supply Contracts a supply of surface water is available to the Authority through its Industrial Division for use by the Mainland Water Project. The Authority and Purchaser desire by this Agreement to provide for the sale by the Authority and the purchase by Purchaser of potable surface water. Purchaser is aware that because the water to be supplied Purchaser under the terms of this Agreement will be supplied by means of the Authority's Industrial Division to the Mainland Water Project, the Authority must comply with certain provisions of the Industrial Division Customer Contracts. Copies of the Water Supply Contracts and an Industrial Division Customer Contract have been made available to Purchaser, and Purchaser is familiar with their terms and provisions.

Purchaser acknowledges that the Authority is unable to make potable surface water available to the Customers until it acquires and constructs the Mainland Water Project. To accomplish such acquisition and construction, the Authority proposes to enter into the transaction described in Article 2 hereof in reliance upon this Agreement and similar Agreements with other Customers.

The Authority and Purchaser each, for and on behalf of itself, represents to the other that it is authorized to enter into this Agreement under the constitution and laws of the State of Texas, including without limitation, Article 4413(32c) Vernon's Texas Civil Statutes.

AGREEMENT

For and in consideration of the mutual premises, covenants, obligations and benefits in this Agreement, the Authority and Purchaser agree as follows:

ARTICLE 1

Definitions

Section 1.1. For all purposes of this Agreement, the following definitions of certain terms used herein shall apply:

"Authority" shall mean Galveston County Water Authority, and its successors and assigns.

"Purchaser" shall mean the Purchaser named on page 1 of this Agreement, and its successors and assigns.

"American Contract" shall mean that certain Water Agreement between American Canal Company of Texas and Galveston County Water Company, dated January 31, 1966, as amended by that certain BRA Water Contract between Brazos River Authority (the successor to American Canal Company of Texas) and Galveston County Water Authority of Galveston County, Texas, dated as of June 1, 1971.

"Briscoe Contract" shall mean that certain Agreement between Briscoe Irrigation Company and Galveston County Water Company, dated March 12, 1948, as supplemented by six supplements thereto between the same parties, dated, respectively, June 1, 1951, February 4, 1953, December 29, 1953, January 2, 1956, March 10, 1957, and November 17, 1962, and as amended by said BRA Water Contract between Brazos River Authority and Galveston County Water Authority of Galveston County, Texas, dated as of June 1, 1971.

"BRA Contract" shall mean said BRA Water Contract between Brazos River Authority and Galveston County Water Authority of Galveston County, Texas, dated as of June 1, 1971, exclusive, however, of the amendments thereby effected in (i) said Agreement between Briscoe Irrigation Company and Galveston County Water Company, dated March 12, 1948, and said six supplements thereto, and (ii) said Water Agreement between American Canal Company of Texas and Galveston County Water Company, dated January 31, 1966.

"Water Supply Contracts" shall mean the American Contract, the Briscoe Contract and the BRA Contract.

"Industrial Division" shall mean all the physical properties acquired by Authority from Industrial Water Company pursuant to that certain GCWA Agreement between Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, dated as of June 1, 1971, including, but not limited to, the reservoir and water distribution system (and the lands and rights of way on which the same are situated) now used by the Authority in supplying water to industrial customers having plants in the Texas City industrial area, together with all additions to, replacements in, and expansions and extensions of said physical properties, and together also with any other physical properties, acquired by the Authority pursuant to the provisions of Section 4.3 of the Industrial Division Customer Contracts or pursuant to any similar provisions of Seller's agreements with other water customers similar thereto, all exclusive, however, of any physical properties which are located outside of Galveston County, Texas, or which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts).

"Industrial Division Customer Contracts" shall mean those certain Customer Contracts between the Authority and (1) The American Oil Company, a Texas corporation; (2) Union Carbide Corporation, a New York corporation; (3) Monsanto Company, a Delaware corporation; (4) GAF Corporation, a Delaware corporation; (5) Borden, Inc., a New Jersey corporation; (6) Texas City Refining, Inc., a Delaware corporation; and (7) Kelso Marine, Inc., a Texas corporation; all dated June 1, 1971; and between the Authority and Marathon Oil Company, dated June 1, 1976, and the Authority and Gulf Chemical and Metallurgical Corporation, dated August 27, 1975.

"Customers" or "Mainland Customers" shall mean each of the members of the Bayshore Group, the City of Texas City and the City of LaMarque (all of Galveston County, Texas), any additional entities that become parties to Mainland Water Project Customer Contracts, and their successors and assigns.

"Bayshore Group" shall mean Baccliff Municipal Utility District, Bayview Municipal Utility District, Galveston County Water Control and Improvement District No. 1, (all of Galveston County, Texas), Houston Lighting & Power Company, a Texas corporation (at its P. H. Robinson Plant in Galveston County, Texas), any other Customers who are served by the Bayshore Distribution System, and their successors and assigns.

"Mainland Division" shall mean that division of the Authority established to operate and maintain the Project.

"Project" or "Mainland Water Project" shall mean and include the surface water supply, treatment and distribution system to be constructed and acquired hereunder by the Authority for the benefit of the Customers including all pipelines, valves, pumps,

treatment equipment, interests in land, and everything appurtenant thereto necessary to supply Purchaser and the other Customers with potable surface water at their respective Points of Delivery which Project shall initially consist of three (3) Components: the Water Plant, the North Line and the Bayshore Distribution System, and, subject to the terms hereof, any additional Components, or other additions, improvements and extensions as may subsequently be acquired or constructed. Such term shall not, however, mean or include the Industrial Division or any part or parts thereof.

"Water Plant" shall mean that certain property more fully described in Exhibit "A-1" attached hereto, including but not limited to the water plant and all other improvements, equipment, pumps, fixtures and facilities located thereon or used in association therewith, and all additions and improvements thereto.

"North Line" shall mean that certain water conveyance line or lines from the Water Plant to the Bayshore Distribution System, more fully described in Exhibit "A-2" attached hereto, and all additions and improvements thereto.

"Bayshore Distribution System" shall mean that certain water distribution system from the North Line to the Points of Delivery for the Bayshore Group, more fully described in Exhibit "A-3" attached hereto, and all additions, improvements and extensions thereto.

"Fiscal Year" shall mean the one year period beginning September 1, subject to change by the Authority's Board of Directors.

"Reserved Capacity" shall mean that maximum quantity of water which the Authority is obligated to provide to each Customer from the Project. The Reserved Capacities for each Customer shall initially be as set forth in Exhibit "B" attached hereto.

"Contract Quantity" shall mean the quantity of water in effect under the terms of this Agreement from time to time during the term of this Agreement (be it either the initial Contract Quantity or some greater or lesser quantity resulting from one or more increases and/or decreases made pursuant to the provisions of this Agreement). The initial Contract Quantities of the Customers are set forth in Exhibit "C" to this Agreement.

"Bonds" shall mean any or all of the revenue bonds, as the case may be, issued by the Authority pursuant to Article 2 of this Agreement to finance or to refinance all or any portion of the Mainland Water Project.

"Reserve Fund" shall mean the special fund to be established, maintained, and utilized as a debt service reserve for the Bonds and a reserve for certain operations of the Project as more fully described in Section 2.6 of this Agreement.

"Industrial Division Payments" shall mean the amounts required to be paid by the Mainland Division to

the Authority's Industrial Division in accordance with the Industrial Division Customer Contracts.

"Annual Budget" shall mean the budget of anticipated expenditures for the Mainland Division which is to be prepared each year by the Authority pursuant to Article 5 hereof.

ARTICLE 2

The Project, Financing and Ownership

Section 2.1. The Project. The Authority proposes to acquire and construct and thereafter own, operate and maintain the Mainland Water Project to provide potable surface water to Purchaser and the other Mainland Customers. Purchaser and the Authority agree to cooperate as provided in this Article 2 in order to permit the Authority to acquire, construct and complete the Project, to provide all necessary financing therefor, and to commence operation thereof. The Authority agrees to use its best efforts to complete such acquisition and construction so that the Project will be able to provide potable water to the Customers on or before January 1, 1983, but the Authority shall have no liability for failure to meet any particular service date. If any portion of the Project should be located on any land now or hereafter owned by Purchaser or in any present or future rights-of-way or public place of Purchaser, Purchaser hereby consents thereto and hereby grants or will grant to the Authority the non-exclusive right, privilege, easement and right-of-way to use such lands, rights-of-way, or public places for the purpose of maintaining, operating, laying, and repairing such portion of the Mainland Project until termination of this Agreement, in order for the Authority to comply with the provisions of this Agreement.

Section 2.2. Purchase of Water Plant. Subject to the remaining provisions of this Article, the Authority shall use its best efforts to purchase and acquire the Water Plant

from the City of Texas City for an amount equal to the cost of acquisition and construction thereof, but in no event greater than \$10,500,000. The Reserved Capacity designated for Texas City in Exhibit "B" attached hereto is in consideration for a \$5,000,000 capital contribution which shall be made by Texas City as an offset against the purchase price for the Water Plant.

Section 2.3. Construction of North Line and Bayshore Distribution System. The Authority will cause plans, specifications and contract documents for construction of the North Line and the Bayshore Distribution System to be prepared by Bovay Engineers, Inc., and Walsh Engineering, Inc. Such plans, specifications and contract documents shall be submitted to each member of the Bayshore Group and, in the case of the North Line, to Texas City, for their approval. The approval of such plans, specifications and contract documents shall be deemed to have been given by each such Customer who does not notify the Authority in writing, within 15 days after receipt thereof, that it does not approve, which approval shall not unreasonably be withheld. If any such Customer does so notify the Authority, the Authority shall have an additional ten (10) days to revise such plans, specifications and contract documents sufficiently to obtain the approval (evidenced in the foregoing manner) of such Customer. If such approval is not obtained, such Customer may terminate its Agreement (except for Texas City, which may only terminate as to its interest in the North Line) upon paying to the Authority its proportionate share of all of the expenses (including specifically, but not limited to, engineering fees and expenses) incurred by the Authority to the date of termination in connection with each Component of the Project serving such Customer. If any such Customer does not approve same, and elects to terminate

its Agreement with the Authority, amended plans, specifications and contract documents will be prepared and submitted for approval of the remaining Customers and the same procedures as set forth above shall apply to the approval process.

After approval by all such Customers of the plans, specifications and contract documents (or such approvals have been deemed to have been given pursuant to the foregoing paragraph) the Authority shall advertise for and receive competitive construction bids for the North Line and the Bayshore Distribution System.

When construction bids have been received, the Authority shall furnish the Bayshore Group and, with respect to the North Line only, Texas City with a tabulation of such bids and if the lowest and best bid for the North Line does not exceed \$3,500,000, and the lowest and best bid for the Bayshore Distribution System does not exceed \$2,500,000, such Customers shall be deemed to have approved the construction bids. If such bids exceed such amounts each of such Customers shall have a period of 10 days after receipt of such bid tabulation to notify the Authority in writing of its election to (1) amend the plans and specifications or (2) terminate this Agreement (except for Texas City, which may only terminate as to the North Line). If no notice is received by the Authority within such 10 day period, such Customer shall be deemed to have elected to approve such bid. The Authority agrees to negotiate with each Customer regarding any such amendment in good faith if in the Authority's opinion the Project is still feasible. If a Customer elects to terminate this Agreement, such Customer shall pay to the Authority the Customer's proportionate share of the expenses (including specifically, but not limited to, engineering fees and expenses) incurred by the Authority to the date of termination in connection with each Component of the

Project serving such Customer. If any Customer elects to terminate its Agreement with the Authority pursuant to this paragraph, amended plans, specifications, and contract documents will be prepared and submitted to the other Customers for approval and the same procedures as set forth above shall apply to the approval process. Subject to the Authority's ability to issue its Bonds and obtain all necessary approvals as provided in Section 2.4, the Authority shall, upon entering into a construction contract, proceed with diligence to cause the North Line and Bayshore Distribution System to be completed and placed in service on or before January 1, 1983, but the Authority shall have no liability for failure to meet any service date.

Section 2.4. Financing the Project; Issuance of Bonds.

Subject to the Authority's ability to provide for the purchase and construction of the Project as provided in Sections 2.2 and 2.3 hereof, and the Authority's receipt of all requisite approvals from the Texas Department of Water Resources and all other federal, state and local agencies having regulatory jurisdiction over the Authority, the Authority shall issue the Bonds in one or more series at such time or times and in such amounts as the Authority shall deem appropriate to finance the estimated costs of the Project, after taking into account any capital contributions by any of the Customers for costs of the Project or any of its Components. In this regard, Texas City shall make a capital contribution to the Authority for Texas City's interest in the North Line (which shall be the right to receive 2 million gallons per day of water from said North Line) by paying to the Authority in cash an amount equal to 25.97402% of the construction bid for the North Line and all estimated costs in connection therewith. The amount of Texas City's capital contribution shall be adjusted based upon actual costs.

The Bonds shall be special revenue obligations of the Authority payable from and secured solely by the Debt Service Payments to be made under this Agreement and similar agreements with the other Customers, certain proceeds of the Bonds, and other amounts from time to time on deposit in the various funds created in connection with the issuance of the Bonds.

The Authority shall use its best efforts to sell the Bonds so that the net effective interest rate on the entire issue or issues shall not exceed 9.95%, calculated in accordance with Article 717k-2, Vernon's Texas Civil Statutes, as amended. The Authority agrees that it shall not issue the Bonds at a higher net effective interest rate unless all Customers (except Texas City) agree to such higher interest rate.

Each Customer agrees to furnish the Authority with such financial information, data, projections and related information as may reasonably be required by the Authority in the sale of the Bonds to comply with all applicable laws, rules and regulations. Following sale of the Bonds, the Authority shall furnish Purchaser a maturity schedule showing the annual payments required to pay all interest on and principal of the Bonds when and as the same shall become due and payable (including all sinking fund payments to be made in respect of the Bonds).

Section 2.5. Application of Bond Proceeds. The Authority shall apply the proceeds of each series of Bonds first to make any required deposits to the interest and sinking fund for the Bonds in an amount sufficient to provide for the payment of debt service on such series of Bonds through the estimated date of completion of the Project (or the portion thereof being financed from Bond proceeds), and then to make the required deposit to the Reserve Fund described

in Section 2.6. All remaining proceeds shall be deposited into a construction fund to pay costs of issuance of the Bonds and to pay all proper costs of the Project. Any amounts remaining in the construction fund after completion of the Project shall be applied to pay debt service on the Bonds by calling and redeeming Bonds prior to maturity and/or transferring such remaining amounts to the interest and sinking fund for the Bonds.

Section 2.6. Reserve Fund. (a) Each resolution of the Authority authorizing the issuance of a series of Bonds shall provide for the establishment and maintenance of a Reserve Fund in which there shall be capitalized and/or accumulated an amount equal to the maximum annual debt service requirement on the Bonds (the "Reserve Requirement"). Out of the proceeds of each issue of Bonds there shall be deposited into the Reserve Fund an amount sufficient to establish a balance therein at least equal to 80% of the Reserve Requirement. Such bond resolutions shall also provide that all interest earnings and investment income from the Reserve Fund shall remain therein so long as the balance therein is less than the Reserve Requirement. However, whenever the balance therein is at least equal to the Reserve Requirement, all interest earnings and investment income shall be transferred to the interest and sinking fund for the Bonds and shall constitute a credit against Debt Service Payments.

(b) Amounts in the Reserve Fund may be used at any time by the Authority for the following purposes:

(i) To prevent a default in the payment of principal of or interest on the Bonds or to make the final payments thereof; or

(ii) To the extent, but only to the extent, of amounts in the Reserve Fund in excess of 75% of the Reserve Requirement:

(A) To make Industrial Division Payments if there is insufficient money for such purpose; or

(B) To pay the cost of any extraordinary repairs to or replacements of the Project; or

(C) To pay Operating Charges if there is insufficient money for such purpose.

Section 2.7. Additional Bonds. The Authority reserves the right to issue additional parity bonds payable from the same source as the Bonds to finance any costs of completing the Project and to finance any additions, extensions or improvements to the Project. However, the Authority will not issue any such additional bonds without the prior written consent of all Customers then paying Debt Service Charges.

Section 2.8. Refunding Bonds. The Authority reserves the right to issue refunding bonds payable from the same source as the Bonds to refinance all or any portion of the Bonds outstanding, and no consent of any Customer shall be required so long as the issuance of such refunding bonds does not have the effect of increasing Debt Service Charges. If Debt Service Charges would be increased in any year, however, the Authority shall not issue such refunding bonds without the prior written consent of every Customer for whom there is any increase in Debt Service Charges.

Section 2.9. Ownership and Operation. It is expressly agreed and understood that as between the parties hereto, the Authority shall be the owner and operator of the Project, including related appurtenances, sites, rights-of-way, easements and improvements thereto. The Authority shall operate the Project in accordance with accepted good practices and standards, and will use diligence to keep the

Project in readiness to serve Purchaser and the other Customers in accordance with the terms of this Agreement.

Section 2.10. Expansion of Project. The Authority reserves the right to expand the Project from time to time in such manner and by such increments as the Authority shall deem appropriate; to allocate any additional capacity provided thereby among the Customers, and others, subject to the provisions hereof; and to provide for the financing thereof by issuing Additional Bonds or Special Project Bonds, from capital contributions, or from any other lawful source of funds, subject to the applicable provisions hereof.

ARTICLE 3

Reserved Capacity and Contract Quantity

Section 3.1. Reserved Capacity. The Project will be acquired, designed and constructed in such a way that the Authority will be able to deliver, and shall be obligated to deliver, to Purchaser (and to the other Customers pursuant to agreements similar to this Agreement) a maximum number of gallons of water per day (averaged over each calendar month) equal to Purchaser's Reserved Capacity set forth in Exhibit "B" attached hereto.

Section 3.2. Contract Quantity. Subject to the other provisions of this Agreement, the Authority shall sell and deliver to Purchaser, and Purchaser shall take and pay for, or pay for whether taken or not, its Contract Quantity. The initial Contract Quantity (averaged over each calendar month) for each Customer is designated in Exhibit "C" to this Agreement. Purchaser's initial Contract Quantity shall remain in effect hereunder until the termination of this Agreement unless increased or decreased pursuant to the provisions of this Agreement.

Purchaser may increase its Contract Quantity from the initial Contract Quantity up to its Reserved Capacity in any

increments desired by Purchaser so long as the Authority is given three months notice of each such increase. The quantity of water being supplied Purchaser after each such increase shall become Purchaser's Contract Quantity on the effective date of the increase, and the new Contract Quantity shall remain in effect hereunder until the termination of this Agreement unless further increased or decreased pursuant to the provisions of this Agreement. In addition, the Authority shall have the right to increase Purchaser's Contract Quantity in certain instances pursuant to Section 5.4 hereof.

The unit of measurement for water delivered pursuant to this Agreement shall be 1,000 gallons, U. S. Standard Liquid Measure.

Section 3.3. Increases in Reserved Capacity. At any time and from time to time during the term of this Agreement, Purchaser shall have the option to increase its Reserved Capacity by any amount of water (consistent with the capacity of the Project to treat such water) which is available to the Project and which the Authority has not previously become contractually obligated to supply then or thereafter through the Project to one or more other industrial or municipal water customers under agreements similar to this Agreement. Purchaser recognizes and agrees that the Authority must comply with the provisions of the Water Supply Contracts regarding increases in quantity. Accordingly, if the exercise of any such option by Purchaser requires the Authority to increase its water purchases under any Water Supply Contract, each exercise of such option by Purchaser shall be accomplished by giving written notice to the Authority specifying (a) the amount of the increase in the Reserved Capacity and (b) the date upon which it is desired that the resulting new Reserved Capacity is to become effective,

which date shall be the effective date of the increase if such notice is given at least 12 months in advance thereof. If, however, such notice is given less than 12 months in advance of such date, the effective date of the increase shall be the date next following the expiration of 12 months from the giving of such notice unless the Operating Advisory Committee (as defined in the Industrial Division Customer Contracts) of the Industrial Division shall make a determination that the effective date of the increase on the earlier date specified in such notice would not impair the ability of the the Authority to supply the contract quantities of its other industrial or municipal water customers under and in accordance with their agreements similar hereto, in which event (i) such earlier date shall be the effective date of the increase and (ii) Purchaser shall pay to the Authority a sum equal to the product of \$1,300 times the number of million gallons per day by which the Reserved Capacity is to be increased, times the number of months by which such notice was deficient of being 12 months' advance notice. Each exercise by Purchaser of such option shall increase the Reserved Capacity on the effective date of the increase, and the new Reserved Capacity shall remain in effect hereunder until the termination of this Agreement unless further increased or decreased pursuant to the provisions of this Agreement.

Section 3.4. Decreases in Reserved Capacity and/or Contract Quantity. Purchaser's Reserved Capacity and/or Contract Quantity may be decreased at any time and from time to time by any amount equal to or less than the Reserved Capacity or Contract Quantity which another financially responsible water customer (whether new or old) is willing to contract for from the Authority by means of the Project for a term extending to and including December 31, 2009

(upon and subject to substantially the same provisions as contained in this Agreement other than those contained in Exhibit "E" hereto) and which will be available (taking into account Purchaser's requested decrease) from the Authority to such other customer. Each such decrease shall be accomplished by written notice from Purchaser to the Authority which (i) shall be signed also by such other customer, (ii) shall specify the amount and effective date of such decrease and the Reserved Capacity or Contract Quantity desired by such other customer, (iii) shall express such other customer's willingness to enter into such an agreement with the Authority effective as of the specified effective date for such decrease, and (iv) shall be given at least three (3) months in advance of such effective date. Such decrease, however, shall not become effective if the Authority and such other customer should fail to execute such an agreement by such effective date, but the Authority agrees with Purchaser that the Authority shall enter into such an agreement with such other customer if the latter is willing to do so; provided, however, that if such other customer is not a Mainland Customer, Purchaser shall give the other Mainland Customers the right of first refusal to assume the decrease in Reserved Capacity and/or Contract Quantity being effected (each Mainland Customer's right of first refusal with respect to the decrease in Reserved Capacity to be in the same proportion as such Customer's Reserved Capacity bears to the sum of the Reserved Capacities of all Mainland Customers exercising their rights of first refusal, and each Mainland Customer's right of first refusal with respect to the decrease in Contract Quantity to be in the same proportion as such Customer's Contract Quantity bears to the sum of the Contract Quantities of all Customers exercising their rights of first refusal) and provided, further, that the exercise of rights

of first refusal shall not be binding on Purchaser unless the Mainland Customer(s) exercising same, collectively assume all of the decrease in Reserved Capacity and/or Contract Quantity being effected. Such right of first refusal must be exercised, if at all, within 45 days after Purchaser notifies the Mainland Customers of such proposed decrease. Moreover, so long as any Bonds are outstanding (as that term is defined in Section 13.2 hereof), such decrease shall not have the effect of relieving Purchaser of any liability which it would otherwise have pursuant to Article V if no such decrease had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by such other customer (or its successors or assigns).

Section 3.5. Effective Date of Decreases. Each decrease in the Reserved Capacity and/or Contract Quantity pursuant to Section 3.4 hereof shall be effective as of the effective date specified for such decrease, and the new Reserved Capacity and/or Contract Quantity shall remain in effect hereunder until the termination of this Agreement unless increased or further decreased pursuant to the provisions of this Agreement.

ARTICLE 4

Water Delivery, Use, Quality and Measurement

Section 4.1. Point of Delivery. All water delivered by the Authority to Purchaser pursuant to this Agreement shall be delivered at Purchaser's Point or Points of Delivery identified in Exhibit "D" to this Agreement.

As between the parties hereto the Authority shall be in exclusive control and possession of, and solely responsible for, all water deliverable hereunder until the same shall pass through such Point of Delivery, and thereafter Purchaser

shall be in exclusive control and possession thereof and solely responsible therefor.

Section 4.2. Use. The Authority recognizes that the water delivered to Purchaser under this Agreement will be distributed to Purchaser's customers through Purchaser's water distribution system, and that such system is now or may hereafter be interconnected with the distribution system or systems of one or more Mainland Customers. Purchaser recognizes that the water delivered by the Authority hereunder is not intended for resale by Purchaser's customers, and Purchaser agrees that no water delivered by the Authority hereunder will be sold or made available to any third party that intends to resell such water other than another Mainland Customer under emergency conditions.

Section 4.3. Quality and Pressure. The Authority agrees to sell and deliver to Purchaser the Contract Quantity of surface water of a quality which meets minimum federal and state regulatory standards for human consumption, at a pressure not less than that set forth in Exhibit "D".

Section 4.4. Measurement. The Authority shall furnish, install, operate and maintain at or near the Point of Delivery the necessary equipment and devices of standard type for measuring properly the quantity of water delivered to Purchaser. Such meter or meters or other equipment so installed shall remain the property of the Authority. Purchaser shall have access to such metering equipment at all reasonable times, but the reading, calibration and adjustment thereof shall be done only by the employees or agents of the Authority. For the purpose of this Agreement, the original record or reading of the meter or meters shall be in a journal or other record book of the Authority in which the records of the employees or agents of the Authority who take the readings are or may

be transcribed. Upon written request of Purchaser, the Authority will give Purchaser a copy of such journal or record book, or permit Purchaser to have access to the same in the office of the Authority during reasonable business hours.

Purchaser shall have the right to request the Authority in writing to calibrate the meter or meters measuring water delivered to Purchaser, not more than once in each one hundred eighty (180) day period, in the presence of a representative of Purchaser, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustment shall be necessary. If the check meters hereinafter provided for shall have been installed, the same shall be calibrated by Purchaser in the presence of a representative of the Authority and the parties shall jointly observe any adjustment in case any adjustment is necessary. If Purchaser shall in writing request the Authority to calibrate its meters and the Authority shall give Purchaser notice of the time when any such calibration is to be made and if a representative of Purchaser is not present at the time set, the Authority may proceed with calibration and adjustment in the absence of any representative of Purchaser.

Purchaser may, at its option and expense, install and operate a check meter or meters to check each meter installed by the Authority, but the measurement of water for the purposes of this Agreement shall be solely by the Authority's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, but if any check meter is being used to measure water for billing purposes, the reading, calibration and adjustment thereof shall be by the Authority with like effect as if such check meter or meters had been furnished or installed

by the Authority. All such check meters installed by Purchaser shall remain the property of Purchaser and may be removed at any time.

If, upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of ninety (90) days. If for any reason any meter is out of service or in need of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or in need of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (a) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (b) by determining the quantity of water delivered during the preceding period under similar conditions when the meter was registering accurately.

Section 4.5. Rules and Regulations. It is understood and agreed that the Authority has and shall have the sole authority and responsibility for operation of the Mainland Division. The Authority may from time to time establish reasonable standards and rules for such operation which are

not inconsistent with providing water service to Purchaser in accordance with the other terms and provisions of this Agreement.

ARTICLE 5

Charges

Section 5.1. General. The parties hereto recognize that because debt service on the Bonds is not presently known and because the operation, maintenance and repair expenses of the Project will vary from time to time, it is neither practical nor possible to fix a schedule of specific rates in this Agreement which will control the price paid by Purchaser to the Authority for water delivered throughout the term of this Agreement. The parties further recognize, however, that the Authority is not organized for profit and that its rates for water should at all times be the lowest possible rates which are consistent with good business management on the part of the Authority and with the commitment which the Authority must make to its bondholders in order to provide funds with which to construct and operate the Mainland Water Project. Purchaser further recognizes that the water supplied to it will be supplied by means of the Authority's Industrial Division, and that the Mainland Division must pay the Industrial Division for such water.

As full and complete payment for its Reserved Capacity and its Contract Quantity from time to time in effect, and the water from time to time hereafter taken and received hereunder, Purchaser shall pay monthly to the Authority, in the manner set forth in Article 6, total charges which shall include its allocated share of (a) Debt Service Charges to provide for the payment of the Bonds, (b) Raw Water Charges to provide for the Industrial Division Payments and (c) Operating Charges relating to the operation, maintenance and repair of the Mainland Water Project.

Section 5.2. Description of Charges. The Authority shall charge to the Customers and the Customers shall pay to the Authority, on a monthly basis, total charges equal in the aggregate to the sum of all of the following charges:

(a) DEBT SERVICE CHARGES. Debt Service Charges equal to the sum of the following:

(1) For the purpose of paying current debt service on the Bonds:

(A) One-sixth (1/6th) of interest payments on all Bonds then outstanding on the next interest payment date; plus

(B) One-twelfth (1/12th) of all principal payments on all Bonds on the next principal payment date, whether payable at maturity or by reason of any optional, mandatory or extraordinary redemption provisions (provided the Authority will not exercise optional redemption provisions without the consent of all Customers then paying Debt Service Charges); plus

(C) One-sixth (1/6th) of all paying agent or trustee fees and similar charges payable on the next principal and/or interest payment date on the Bonds.

(2) For the purpose of assuring the maintenance of the proper balance in the Reserve Fund, an amount sufficient to reimburse the Reserve Fund, within a period of one (1) year, for any amounts withdrawn therefrom for the payment of debt service on the Bonds;

provided, however, that the Customers shall be entitled to a credit against the above Debt Service Charges described in part (1) above equal to (i) interest income and investment

earnings on the Reserve Fund whenever the Reserve Fund contains an amount therein at least equal to the Reserve Requirement, (ii) amounts escrowed out of Bond proceeds for the purpose of paying interest on any series of Bonds during the construction of any portion of the Project, and (iii) any other amounts on deposit in the interest and sinking fund for the Bonds and available for the foregoing purposes by reason of any overpayment or because of the deposit of surplus proceeds of the Bonds after completion of the Project.

(b) RAW WATER CHARGES. An amount equal to the Industrial Division Payments to accrue in such month.

(c) OPERATING CHARGES. Operating Charges shall be equal to the sum of the following:

(i) One-twelfth (1/12th) of the estimated annual expenses of the operation, maintenance and repair of the Project, including additions or improvements and overhead, and the cost of repairing and replacing damaged, worn-out or obsolete parts of the Project, all of which shall be broken down for each of the Components of the Project based upon the budget more fully described below;
plus

(ii) An amount sufficient to reimburse the Reserve Fund, within a period of one (1) year, for any amounts withdrawn therefrom for the purposes described in Section 2.6(b)(ii) of this Agreement.

The Operating Charges described in (c)(i) above shall be based upon budgets prepared by the Authority which shall break down Operating Charges for each Component of the Project, and shall include an amount sufficient to allow the Authority to maintain up to a three (3) months' operating reserve. Such budget shall be based upon estimates prepared

by the Authority. If the payment of Operating Charges by the Customers during any Fiscal Year is more than or less than the amount set out in the Annual Budget for that Fiscal Year, the Authority shall make appropriate adjustments in the budget for the next Fiscal Year to take into account such excess or deficiency. The Authority will use its best efforts to furnish the Purchaser with a copy of each annual budget three months prior to the effective date of such budget.

Section 5.3. Allocation of Charges. The Debt Service Charges, Raw Water Charges and the Operating Charges that the Authority is authorized to collect from the Customers shall be allocated among the Customers as follows:

(a) DEBT SERVICE CHARGES. The Debt Service Charges described in Section 5.2(a)(1) shall be allocated among the Customers in accordance with the following two-step procedure:

(1) The Debt Service Charges shall first be allocated among the various Components of the Project in the same proportion that the acquisition, construction, and engineering cost of each Component financed with proceeds of the Bonds bears to the sum of the acquisition, construction, and engineering costs of all of the Components financed with proceeds of the Bonds; and

(2) The Debt Service Charges allocable to each Component shall next be allocated to each Customer (other than Customers who are not served by such Component or do not hold an interest in such Component or, such as Texas City, who have made a capital contribution to finance their proportionate share of the capital cost thereof) in the same proportion that each Customer's Reserved

Capacity bears to the sum of the Reserved Capacities of all Customers to whom Debt Service Charges for such Component are allocated.

The Debt Service Charges described in Section 5.2(a)(2) shall be allocated in the same manner as the Debt Service Charges described in Section 5.2(a)(1) are allocated except that if any Customer defaults in his payment thereof, such amount shall be reallocated among the remaining non-defaulting Customers, so that the full amount of the Debt Service Charges described in Section 5.2(a)(2) shall always be paid notwithstanding the failure of any Customer or Customers to pay any portion thereof.

(b) RAW WATER CHARGES. Raw Water Charges shall be allocated among all Customers based upon their respective Reserved Capacities.

(c) OPERATING CHARGES. Operating Charges shall be allocated among all of the Customers as follows:

(1) Operating Charges for the various Components of the Project shall be allocated as follows:

(A) For the Water Plant, Operating Charges shall be allocated among all Customers based upon their respective Contract Quantities then in effect;

(B) For the North Line, Operating Charges shall be allocated to the Customers based upon their respective Contract Quantities then in effect and being taken through the North Line;

(C) For the Bayshore Distribution System, the Operating Charges shall be allocated among the Bayshore Group based upon their respective Contract Quantities then in effect;

provided, however, no Operating Charges for any Component shall be allocated to any Customer to whom service from such Component has not commenced; provided, further, that if the Mainland Water Project becomes inoperable so as to be unable to provide water to any Customer for longer than 48 consecutive hours, "Available Funds" (as defined in the next succeeding sentence) shall be used to pay the Operating Charges described in Section 5.2 (c)(1) of said Customer which are attributable to said period during which the Mainland Water Project is unable to provide water to such Customer. Available Funds shall mean (i) the available operating funds held by the Authority pursuant to this Agreement in excess of a 1-1/2 month's operating reserve and (ii) funds on deposit in the Reserve Fund in excess of 92% of the Reserve Requirement. Under no circumstances will inability to receive water from the Mainland Water Project relieve any Customer from the obligation to timely pay said Operating Charges that are attributable to a period during which there are no Available Funds.

(2) Any Operating Charges imposed in order to reimburse the Reserve Fund for amounts withdrawn pursuant to Section 2.6(b)(ii) hereof shall be allocated among all Mainland Customers as follows:

(A) Allocations for items described in Section 2.6(b)(ii)(A) and (B) shall be based on the respective Reserved Capacities then in effect.

(B) Allocations for items described in Section 2.6(b)(ii)(C) shall be based on the respective Contract Quantities then in effect.

Section 5.4. Excess Use. (a) If Purchaser takes water hereunder during any Fiscal Year in excess of Purchaser's then existing Contract Quantity (expressed as an average daily amount in gallons per day), Purchaser shall pay, for each 1,000 gallons (or portion thereof) of such excess, the amount per 1,000 gallons payable by Purchaser as Operating Charges for its Contract Quantity during that Fiscal Year.

(b) If Purchaser, for any given 180-day period, takes a quantity of water that when averaged over such period is 10% or more greater than Purchaser's Contract Quantity, Purchaser's Contract Quantity shall, at the Authority's option, increase to the amount of water taken over such 180-day period divided by 180. Each exercise of such option by the Authority shall be accomplished by giving written notice to Purchaser within 45 days after the end of such 180-day period. Such notice shall specify an effective date of the increase that shall be the next day after the date such 180-day period ended or a date thereafter as specified by the Authority. Each exercise by the Authority of such option shall increase the Contract Quantity on the effective date of the increase, and the new Contract Quantity shall remain in effect hereunder until the termination of this Agreement unless further increased or decreased pursuant to the provisions of this Agreement. The Authority's failure to exercise such option with respect to any given 180-day period shall not be deemed a waiver of the right to exercise such option with respect to other 180-day periods.

Section 5.5. Special Projects. The Authority will reserve the right, in each of its resolutions authorizing the issuance of the Bonds, to issue bonds (hereinafter called "Special Project Bonds") for the purpose of constructing, acquiring, adding to, expanding or extending facilities to

serve any new or existing water customers ("Special Project Customers") by means of the Mainland Division and/or the Industrial Division. Facilities constructed or acquired with the proceeds of Special Project Bonds or paid for by any Special Project Customers are hereinafter called "Special Project Facilities." The principal of and interest on Special Project Bonds shall be payable from revenues derived from Special Project Facilities, and the term "the Bonds" shall not include Special Project Bonds, nor shall expenses and other expenditures attributable to Special Project Facilities be included in the annual budget of either the Industrial Division or the Mainland Division or treated as their expense and expenditures. The Authority's general overhead and administration expenses and any other expenses and expenditures applicable to the Industrial Division, the Mainland Division and Special Project Facilities shall be fairly apportioned between them based on the amount of water committed by the Authority to each.

To the extent of the quantity of water that is supplied to a Special Project Customer by means of the Mainland Division or any part thereof, such Special Project Customer shall pay to the Authority as revenues of the Mainland Division the charges which would be payable under the other provisions of this Article 5 if such Special Project Customer were the purchasing party under a contract similar hereto and such quantity of water were its contract quantity. Each such payment by a Special Project Customer shall be a maintenance and operating expense of the Special Project Facility serving such Special Project Customer.

Section 5.6. Customers' Systems; Rates and Operation Expenses. All sums due to the Authority pursuant to this Article 5 from any Customer that is a municipal corporation or a political subdivision of the State of Texas shall

constitute operating expenses of such Customer's water supply system. Each such Customer shall fix, establish, charge and collect fees, rates, and charges for service from its water supply system as will at all times be fully sufficient to enable such Customer to pay when due all operating expenses of such system, including all sums due from such Customer to the Authority pursuant to this Article 5.

Section 5.7. Audit. After the end of each Fiscal Year (beginning with the Fiscal Year or fraction thereof after any part of the Project is placed in operation) the Authority will have an audit of all receipts and expenditures related to the Project during the last Fiscal Year prepared by a certified public accountant or firm of certified public accountants, not in the regular employ of the Authority, which shall be submitted to Purchaser within 150 days after the end of the fiscal year:

ARTICLE 6

Billing and Payment; Defaults and Remedies

Section 6.1. Billing and Payment. The Authority shall bill Purchaser monthly for Raw Water Charges and Operating Charges, commencing in the first month in which water service is given or is available to the Purchaser from the Project, and the Authority shall bill Purchaser monthly in advance for all Debt Service Charges, commencing in the last month for which escrowed interest from proceeds of the Bonds is available as a credit against Debt Service Charges. All such billings shall be sent to Purchaser not later than the 5th day of each month. The amount so billed shall be due and paid by Purchaser by the 25th day of the month. All payments hereunder by Purchaser shall be made to the Authority at the address shown for the Authority in Section 11.1 hereof, or at such other address as may have been designated pursuant to Section 11.1.

Section 6.2. Event of Default. If any bill has not been fully paid within 30 days after the due date, such failure to pay shall constitute an event of default under this Agreement.

Section 6.3. Remedies. If an event of default shall occur and be continuing, the Authority shall have the right to cease delivery of water under this Agreement by giving to Purchaser 30 days' advance written notice of the effective date of such cessation. Such cessation, however, shall not be effective if prior to the effective date of cessation Purchaser shall have fully paid such bill and the interest accrued thereon. In addition, the Authority shall have all other rights and remedies afforded by the Constitution and laws of the State of Texas, and shall further have the right to terminate all of Purchaser's other rights under this Agreement, including Purchaser's Reserved Capacity and Contract Quantity hereunder, or to sell water to other purchasers for the account of Purchaser. Each overdue bill shall bear interest on the unpaid balance thereof at the rate of 10% per annum. If the Authority terminates all of Purchaser's rights under this Agreement, each other Customer not in default shall have the option to acquire any of said rights (in the same proportion as such Customer's Reserved Capacity bears to the sum of the Reserved Capacities of all Customers exercising their options or in such other proportions as the Customers exercising their options may agree), including Purchaser's Reserved Capacity and Contract Quantity hereunder, provided, however, that any Customer acquiring any terminated rights of Purchaser shall assume and be liable for all of Purchaser's duties, obligations and liabilities attributable to the rights acquired. Customers exercising an option to acquire terminated rights of Purchaser must exercise said option, if at all, within 45 days after the

Authority notifies such Customers of the termination of Purchaser's rights under this Agreement. No termination or reacquisition of any rights of Purchaser shall have the effect of relieving Purchaser of any liability which it would otherwise have had if no such termination or reacquisition had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by Customers acquiring terminated rights of Purchaser (or their successors or assigns).

ARTICLE 7

Force Majeure

Section 7.1. General. Neither party hereto shall be liable in damages or otherwise suffer any default for any failure to perform, or for delay in performing, its obligations hereunder where the same is due to acts of God, fire, storm, flood, war, riot, sabotage, strikes or other differences with labor (whether or not within the power of such party to settle the same), decrees or orders of courts or other governmental authority, or other similar or dissimilar causes not within the reasonable control of such party and not due to the negligence of such party, while and so long as and to the extent that performance is prevented from such cause (hereinafter sometimes referred to as a "force majeure") and due diligence is being used to resume performance at the earliest practicable time. The failure in whole or in part of Purchaser to take water hereunder where such is due to the inability of any of Purchaser's customers to take water for any of the above causes shall be deemed a force majeure applicable to Purchaser, but only in proportion and to the extent that Purchaser's demand, or ability to take water, is reduced thereby.

Section 7.2. The Authority's Water Supply. The Authority receives its supply of water from others, and such water

must be transported over long distances before it is received by the Authority. It is agreed, therefore, that the event of stoppage or diminution of the water received by the Authority from one or more of its contracted sources of supply (other than by reason of the Authority's failure to make payments due to its suppliers) shall be deemed a force majeure, and that the Authority cannot and does not guarantee constant availability of water hereunder but does agree to use its best efforts to maintain such availability. It is further agreed that the Authority may, without liability or default, interrupt its service hereunder to make necessary alterations to or repairs in its facilities, but only if such interruption cannot otherwise reasonably be avoided. The Authority shall give reasonable prior notice of any such interruption to Purchaser and, to the extent possible, the Authority shall schedule interruptions in advance after consultation with Purchaser.

ARTICLE 8

Operating Advisory Committee

Section 8.1. Creation and Composition. The Authority shall arrange to create and maintain during the term of this Agreement a Mainland Division Operating Advisory Committee composed of one representative selected from time to time by each industrial or municipal water customer served by the Mainland Water Project. Said committee shall be composed of only those representatives so selected, and if any Customer fails to select a representative, said committee shall be deemed fully composed of only the representatives selected by the other Customers.

Section 8.2. Functions. Members of the Committee shall have access at all reasonable times to inspect the books, records, facilities and properties of the Authority pertaining to the Mainland Division and shall receive ad-

vance notice of, and be entitled to attend, all meetings of the Authority's Board of Directors. Prior to the execution of any contract by the Authority for the purchase of an additional water supply for the Mainland Division and prior to the adoption of each annual operating budget for the Mainland Division copies of such instruments shall be supplied to all members of the Committee, and they shall be given a reasonable time to examine each such instrument and to make comments and recommendations to the Board of Directors in regard thereto. The Authority shall solicit the advice and counsel of each member of the Committee in regard to the operation, maintenance, repair, replacement and enlargement of the Mainland Water Project and each member shall be given full opportunity from time to time to express his views in regard to all such matters.

Section 8.3. Procedures. In addition to functioning as provided in Section 8.2 hereof, the members of the Operating Advisory Committee may establish dates for and hold regular periodic meetings, provide for the calling of and hold special meetings, provide for the election of a chairman and other offices, and establish such other procedures for the functioning of the Committee as the members may agree upon. However, members of said Committee shall not receive any compensation from the Authority for their services as members or for expenses incurred by them.

ARTICLE 9

Successors and Assigns

Section 9.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, this Agreement may not be assigned in whole or in part by the Authority, except that the Authority expressly reserves the right to pledge the Debt Service Charges to

secure the payment of the Bonds; and no assignment hereof, in whole or in part, by Purchaser shall relieve Purchaser of its obligation to make the payments for water as herein provided. Nothing in this Section shall prevent Purchaser from pledging its rights under this Agreement to secure debt.

ARTICLE 10

Miscellaneous

Section 10.1. Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto, there being no oral promises, warranties or representations affecting it.

Section 10.2. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 10.3. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 10.4. Table of Contents, Etc. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part thereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE 11

Notice

Section 11.1. Addresses. Wherever notice from one party to the other is required or permitted hereunder and no other method is provided, such notice shall be in writing and shall be given by delivery of the same to the other party or by mailing the same by registered mail to the other party at the following address of the other party:

The Authority's Mailing Address:

Galveston County Water Authority
P. O. Box 1651
Texas City, Texas 77590

Purchaser's Mailing Address:

City of La Marque
322 Laurel
La Marque, Texas 77568

ATTENTION: City Manager

or to such other address of the other party as may have been theretofore designated in writing by the other party to the one giving the notice. Notice by mail shall be deemed to have been given as of the date it is received.

ARTICLE 12

Term, Termination and Remedies

Section 12.1. Term. This Agreement shall remain in force and effect to and including December 31, 2009, unless sooner terminated pursuant to the other provisions hereof.

Section 12.2. Termination. The Authority's obligation to acquire and construct the Project and to issue Bonds under this Agreement is contingent upon receipt by the Authority of all necessary approvals, permits, or licenses from all local, state or federal agencies, departments or instrumentalities having jurisdiction, including without limitation the Texas Department of Water Resources, the Texas Department of Health Resources, and the Attorney General of Texas, and upon sale of the Bonds. If the Au-

thority is unable to obtain any such approval, permit, or license, or is unable to sell the Bonds by September 17, 1981, this Agreement shall terminate and Purchaser shall pay to the Authority a share of the Authority's expenses incurred in connection with the Project (including specifically, but not limited to, engineering fees and expenses) to the date of termination, based upon Purchaser's share of the total Reserved Capacities set forth in Exhibit "B".

ARTICLE 13

Unconditional Commitments

Section 13.1. Payments. Obligation to Pay Debt Service Charges and Raw Water Charges Unconditional. It is understood and acknowledged by the Purchaser that the Bonds will be sold to the purchasers thereof and the Authority will exercise options to purchase raw water under the Water Supply Contracts in reliance upon the commitment of Purchaser to make the payments of Debt Service Charges and Raw Water Charges provided in Article 5 hereof. Accordingly, any other provision of this Agreement notwithstanding, Purchaser's obligation to pay Debt Service Charges and Raw Water Charges shall be absolute and unconditional under any and all circumstances. So long as the Bonds remain outstanding the Purchaser (i) will not suspend or discontinue any payments of Debt Service Charges or Raw Water Charges provided herein, and (ii) will not terminate this Agreement or otherwise seek to avoid or to reduce the payment of Debt Service Charges or Raw Water Charges for any reason, including, without limiting the generality of the foregoing, failure of any other Customer to perform its obligations under any agreement, failure of the Authority to complete the construction or acquisition of the Project, failure of the Authority to pay or cause to be paid any costs of the Project or any acts or circumstances that may constitute failure of consideration, destruction or

damage to such facilities, frustration or purpose, any change in the tax or other laws of the United States of America or the State of Texas, or any political subdivision of either, or any failure of the Authority to perform or observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. It is provided, however, that nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and in the event the Authority should fail to perform any such agreement, the Purchaser may institute such actions against the Authority as it may deem necessary to compel the performance thereof or to restrain or enjoin forbidden acts so long as such shall not result in a reduction of the payment of Debt Service Charges and Raw Water Charges hereunder.

Section 13.2. Outstanding Bonds. For the purposes of this Agreement, no Bond shall be deemed to be outstanding after the date -

- (a) of its scheduled maturity,
- (b) on which it is retired by reason of payment to the holder thereof of the principal thereof and accrued interest thereon, or
- (c) on which, due provision having been made therefor pursuant to the terms of the resolution authorizing its issuance, there has been deposited with the paying agent cash and/or investments designated for such purpose which is sufficient to pay or provide for the timely payment of the principal or redemption price thereof and interest accrued thereon as of the date of maturity or the redemption date of Bonds duly called for prior redemption pursuant to the terms of such bond resolution,

whichever first occurs.

ARTICLE 14

Special Conditions

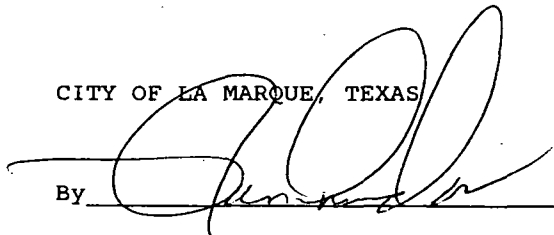
Section 14.1. Special Conditions. This document is in the form of a standard contract proposed for the Mainland Customers. Those special conditions, modifications and amendments to said standard contract set forth in Exhibit "E" hereto constitute a part of this Agreement, and in the event of a conflict between the special conditions, modifications and amendments set forth in said Exhibit "E" and the balance of this Agreement, said special conditions, modifications and amendments shall control.

ARTICLE 15

The Agreement shall become effective when all Mainland Customers have executed Mainland Water Project Customer Contracts.

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

CITY OF LA MARQUE, TEXAS

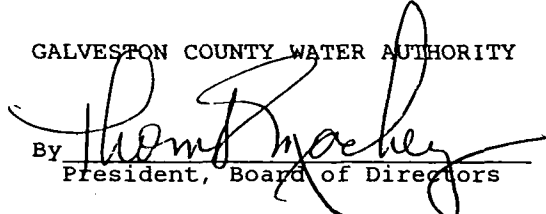
By 

ATTEST:


Secretary

(SEAL)

GALVESTON COUNTY WATER AUTHORITY

By 
President, Board of Directors

ATTEST:


Secretary

(SEAL)

EXHIBIT A-1
GALVESTON COUNTY WATER AUTHORITY
MAINLAND WATER PROJECT CUSTOMER CONTRACT

TRACT 1

All of that certain 22.20869 acre tract of land out of and a part of Blocks M, N, O and P of Kohfeldt's Re-subdivision of the James Smith Survey, Abstract No. 176, Galveston County, Texas, a Map or Plat of said subdivision being of record in Book 245 on Page 289 of the Map Records of Galveston County, Texas, said 22.20869 acre tract of land being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at the intersection of the west right-of-way line of the G.H. & S.A.R.R. (Southern Pacific), based on a width of 100.00 feet, with the south right-of-way line of Fifth (5th) Avenue North, based on a width of 60.00 feet, as shown on said subdivision plat, said point is also the southeast corner of that certain 3.1967 acre tract of land described as TRACT 2 per instrument of record in Book 2155 on Page 430 of the Deed Records of Galveston County, Texas;

THENCE West, along the south line of the said 3.1967 acre tract, a total distance of 12.64 feet to the Point of Curve of a curve to the right;

THENCE in a northwesterly direction along the southerly line of the said 3.1967 acre tract following said curve to the right having a Central Angle of 20 deg. 45 min. 00 sec., a Radius of 1030.00 feet, a Length of 373.02 feet and a Long Chord which bears North 79 deg. 37 min. 30 sec. West, 370.99 feet to the Point of Tangent;

THENCE North 69 deg. 15 min. 00 sec. West, continuing along the southerly line of the said 3.1967 acre tract, a total distance of 167.26 feet to a 1/2 inch iron rod set for the northeast corner and PLACE OF BEGINNING of the herein described tract;

THENCE South 20 deg. 45 min. 00 sec. West, a total distance of 95.56 feet to a 1/2 inch iron rod set for the Point of Curve of a curve to the left;

THENCE in a southerly direction, following said curve to the left having a Central Angle of 42 deg. 29 min. 41 sec., a Radius of 140.00 feet, a Length of 103.63 feet and a Long Chord which bears South 00 deg. 29 min. 50.5 sec. East, 101.47 feet to a 1/2 inch iron rod set for the Point of Tangent;

THENCE South 21 deg. 44 min. 41 sec. East, parallel to and 85.00 feet westerly, measured at right angles from a Service Pipeline Company 26 inch pipeline, a total distance of 485.07 feet to a 1/2 inch iron rod set for the most easterly southeast corner of the herein described tract;

THENCE South 68 deg. 15 min. 19 sec. West, a total distance of 400.00 feet to a 1/2 inch iron rod set for an interior corner of the herein described tract;

THENCE South 21 deg. 44 min. 41 sec. East, a total distance of 642.19 feet to a 1/2 inch iron rod set in the north right-of-way line of First (1st) Avenue North (this portion of said street being presently used for a drainage ditch) for the most southerly southeast corner of the herein described tract;

THENCE West, along the north right-of-way line of First Avenue North, at 296.60 feet pass the easterly easement line of the Galveston County Water Authority canal easement per unrecorded amendment, at 347.03 feet pass the amended centerline of said canal, at 367.24 feet pass the original centerline of a 88.00 foot wide canal per Book 833, Page 557 of the Galveston County Deed Records, dated December 27, 1949, in all a total distance of 426.11 feet to a point in the westerly line of the amended canal easement line for the most southerly southwest corner of the herein described tract;

THENCE North 29 deg. 14 min. 58 sec. West, with the amended westerly line of the above said Galveston County Water Authority canal, a distance of 1185.36 feet to a point for the most westerly northwest corner of the the herein described tract;

THENCE North 60 deg. 45 min. 02 sec. East, at 39.62 feet pass the original centerline of the 88.00 foot wide canal easement, at 69.00 feet pass the amended centerline of said canal, at 112.00 feet pass the amended easterly easement line of said canal, in all a total distance of 414.39 feet to a 1/2 inch iron rod set for an angle point in the north-west line of the herein described tract;

EXHIBIT A-1 (Page 2)

THENCE North 41 deg. 55 min. 19 sec. East, a total distance of 210.00 feet to a 1/2 inch iron rod set for an angle point in the northwest line of the herein described tract;

THENCE North 17 deg. 02 min. 20 sec. East, a total distance of 166.16 feet to a 1/2 inch iron rod set in the southerly line of the said 3.1967 acre tract for the most northern northwest corner of the herein described tract, said 1/2 inch iron rod also being in a curve whose center bears South 17 deg. 02 min. 20 sec. West, 700.00 feet;

THENCE in a southeasterly direction, along the southerly line of the said 3.1967 acre tract, following a curve to the right having a Central Angle of 03 deg. 42 min. 40 sec., a Radius of 700.00 feet, a Length of 45.34 feet and a Long Chord which bears South 71 deg. 06 min. 20 sec. East, 45.33 feet to a 1/2 inch iron rod set for the Point of Tangent;

THENCE South 69 deg. 15 min. 00 sec. East, along the southerly line of the said 3.1967 acre tract, a total distance of 426.41 feet to the PLACE OF BEGINNING and containing 22.20869 acres of land,

All that certain 0.60790 acre tract of land out of and a part of Block O, Kohfeldt's Resubdivision of the James Smith Survey, Abstract No. 176, Galveston County, Texas, a Map or Plat of said Subdivision being of record in Book 245, Page 293 of the Map Records of Galveston County, Texas, said 0.60790 acre tract of land being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at the intersection of the West right-of-way line of the G.H. & S. A. R.R. (Southern Pacific), based on a width of 100.00 feet, with the South right-of-way line of Fifth (5th) Avenue North, based on a width of 60.00 feet, as shown on said Subdivision plat, said point is also the Southeast corner of that certain 3.1967 acre tract of land described as TRACT 2 per instrument of record in Book 2155 on Page 430 of the Deed Records of Galveston County, Texas;

THENCE South 11 deg. 53 min. 42 sec. East, along the West right-of-way line of the said G.H. & S. A. R.R., a total distance of 794.28 feet to a 1/2 inch iron rod set for the Northeast corner and PLACE OF BEGINNING of the herein described tract;

THENCE South 11 deg. 53 min. 42 sec. East, continuing along the said West right-of-way line, a total distance of 82.48 feet to a 1/2 inch iron rod set for the Southeast corner of the herein described tract, said 1/2 inch iron rod being also in a curve whose center bears South 54 deg. 38 min. 51 sec. West, 363.00 feet;

THENCE in a Northwesterly direction, following a curve to the left, having a Central Angle of 33 deg. 23 min. 32 sec., a Radius of 363.00 feet, a Length of 211.56 feet and a Long Chord which bears North 52 deg. 02 min. 55 sec. West, 208.58 feet to a 1/2 inch iron rod set for the Point of Tangent;

THENCE North 68 deg. 44 min. 41 sec. West, a total distance of 372.20 feet to a 1/2 inch iron rod set for the Point of Curve of a curve to the right;

THENCE in a Northwesterly direction following said curve to the right, having a Central Angle of 17 deg. 14 min. 45 sec., a Radius of 403.00 feet, a Length of 121.30 feet and a Long Chord which bears North 60 deg. 07 min. 18 sec. West, 120.85 feet to a 1/2 inch iron rod set in the most easterly South line of an 18.90298 acre tract for the westerly corner of the herein described tract;

THENCE North 68 deg. 15 min. 19 sec. East, along the most easterly South line of the said 18.90298 acre tract, a total distance of 51.87 feet to a 1/2 inch iron rod set for it's most Easterly Southeast corner and the Northerly corner of the herein described tract, said 1/2 inch iron rod also being in a curve whose center bears North 40 deg. 02 min. 51 sec. East, 253.13 Feet;

THENCE in a Southeasterly direction, following a curve to the left having a Central Angle of 18 deg. 47 min. 32 sec., a Radius of 253.13 feet, a Length of 83.02 feet and a Long Chord which bears South 59 deg. 20 min. 55 sec. East, 82.65 feet to a 1/2 inch iron rod set at the Point of Tangent;

THENCE South 68 deg. 44 min. 41 sec. East, a total distance of 372.20 feet to a 1/2 inch iron rod set for the Point of Curve of a curve to the right;

THENCE in a Southeasterly direction, following said curve to the right, having a Central Angle of 22 deg. 34 min. 14 sec., a Radius of 403.00 feet, a Length of 159.75 feet and a Long Chord which bears South 57 deg. 27 min. 34 sec. East, 157.73 feet to the PLACE OF BEGINNING and containing 0.60790 acres of land.

together with the water plant and all other improvements, equipment, pumps, works, fixtures, and facilities located upon said tracts and used in association therewith; all additions and improvements to the foregoing; all rights and appurtenances related to the foregoing; all rights of purchaser, if any, in adjacent roads, streets and easements; all franchises, licenses, permits, and contract rights associated with the operation or ownership of the foregoing; and all appliances, laboratory equipment and personal property upon or within the tracts that are appurtenant to the operation of the foregoing.

EXHIBIT A-2

GALVESTON COUNTY WATER AUTHORITY
MAINLAND WATER PROJECT CUSTOMER CONTRACT

The North Line consists of a 36 inch waterline beginning at the Water Plant (as described in Exhibit "A-1" to this Agreement) and thence running in a westerly direction along 5th Avenue North to Orchid Street; thence a 30 inch waterline running in a westerly direction along 5th Avenue North to Pine Street; thence along Pine Street across F.M. 1764 and 25th Avenue North; thence along various rights-of-way across Moses Bayou; thence along an unnamed street right-of-way to Industrial Road; thence in a westerly direction along Industrial Road to Humble Camp Road; thence in a northerly direction along Humble Camp Road to the end of said North Line which is at the point where Humble Camp Road turns in a westerly direction, together with all pipes, fittings, works, pumps, valves, compressors, tanks, electrical equipment, meter stations, fixtures, facilities, rights-of-way, franchises, licenses, and all other appurtenances to the foregoing, to be constructed or acquired by the Authority to provide water to the Mainland Customers, all as more fully described in plans and specifications prepared by Bovay Engineers, Inc., and as further described in the sketch which is Page 2 to this Exhibit "A-2".

EXHIBIT A-3

GALVESTON COUNTY WATER AUTHORITY
MAINLAND WATER PROJECT CUSTOMER CONTRACT

The Bayshore Distribution System consists of (1) a 16 inch waterline beginning at the end of the North Line (as described in Exhibit "A-2" to this Agreement) and thence running westerly along Humble Camp Road to Ecret Drive; thence North along Ecret Drive to the Galveston County Water Control and Improvement District No. 1 Pumping Station and terminating at the Dickinson Meter, (2) a 20 inch waterline beginning at the end of the North Line (as described in Exhibit "A-2" to this Agreement) and thence running northerly along Humble Camp Road to Dickinson Bayou; thence across Dickinson Bayou to the E.E. Townes right-of-way to F.M. 517; thence easterly along F.M. 517 to 32nd Street (San Leon); thence along 32nd Street to the Southern Pacific Railroad Tracks, (3) a 12 inch waterline commencing at the end of the aforesaid 20 inch waterline and running in a northerly direction along various rights-of-way across F.M. 517 to Avenue A (said line begin hereinafter called the "Twelve Inch Line"), (4) an 8 inch waterline commencing at the end of the Twelve Inch Line and running in a northerly direction along various rights-of-way and ending east of the Bayview Pump Station, (5) a 12 inch waterline beginning at the end of the above-described 20 inch waterline and running in an easterly direction across the Southern Pacific Railroad and State Highway 146 and in a right-of-way on the H.L.&P., P.H. Robinson Plant and ending at the H.L.&P. Meter Station, (6) a 10 inch waterline beginning at the end of the Twelve Inch Line and running in an easterly direction across the Southern Pacific Railroad and State Highway 146 along Avenue A to 12th Street and ending at the Bacliff Meter Station, (7) a 4 inch waterline beginning at the end of the above-described 8 inch waterline and running in a westerly direction to the Bayview Pump Station and terminating at the Bayview Meter Station; together with all pipes, fittings, works, pumps, valves, compressors, tanks, electrical equipment, meter stations, fixtures, facilities, rights-of-way, franchises, licenses, and all other appurtenances to the foregoing, to be constructed or acquired by the Authority to provide water to the Bayshore Customers, all as more fully described in plans and specifications prepared by Bovay Engineers, Inc., and as further described in the sketch which is Page 2 to this Exhibit "A-3".

EXHIBIT "B"

GALVESTON COUNTY WATER AUTHORITY
MAINLAND WATER PROJECT CUSTOMER CONTRACT

The Reserved Capacities (expressed in gallons per day)
of the Mainland Customers are as follows:

<u>Customer</u>	<u>Reserved Capacity</u>
Bacliff Municipal Utility District	800,000
Bayview Municipal Utility District	100,000
Galveston County Water Control and Improvement District No. 1	2,500,000
Houston Lighting & Power Company	2,300,000
La Marque	2,000,000
Texas City	8,500,000
TOTAL	16,200,000

EXHIBIT "C"

GALVESTON COUNTY WATER AUTHORITY
MAINLAND WATER PROJECT CUSTOMER CONTRACT

The Contract Quantities (expressed in gallons per day)
of the Mainland Customers are as follows:

<u>Customer</u>	<u>Contract Quantity</u>
Bacliff Municipal Utility District	550,000
Bayview Municipal Utility District	95,000
Galveston County Water Control and Improvement District No. 1	1,500,000
Houston Lighting & Power Company	1,000,000
La Marque	1,454,000
Texas City	6,181,000
TOTAL	10,780,000

EXHIBIT "D"

GALVESTON COUNTY WATER AUTHORITY
MAINLAND WATER PROJECT CUSTOMER CONTRACT

All water delivered by the Authority to Purchaser pursuant to this Agreement shall be delivered at the following Point of Delivery at the pressure (expressed in pounds per square inch) of not less than that set forth below:

Point of Delivery

Pressure

A meter being constructed by the Authority pursuant to a construction contract with Pastex Construction Company, located at the intersection of 5th Avenue North and Orchid Street within the City of Texas City, and known as the La Marque Meter

80 psi

EXHIBIT "E"

GALVESTON COUNTY WATER AUTHORITY
MAINLAND WATER PROJECT CUSTOMER CONTRACT
(SPECIAL CONDITIONS - THE CITY OF LA MARQUE)

There are no special conditions to this Mainland Water
Project Customer Contract.

AMENDMENT TO
MAINLAND WATER PROJECT CUSTOMER CONTRACT
DATED AUGUST 7, 1981

WHEREAS, the City of La Marque, Texas ("Purchaser") and Galveston County Water Authority (the "Authority") have previously entered into that certain Mainland Water Project Customer Contract (the "Contract") dated August 7, 1981; and

WHEREAS, the Authority and Purchaser desire to amend the Contract in certain respects; therefore

Purchaser and the Authority agree as follows:

1. The third paragraph of Section 2.4 of the Contract, which paragraph presently reads

"The Authority shall use its best efforts to sell the Bonds so that the net effective interest rate on the entire issue or issues shall not exceed 9.95%, calculated in accordance with Article 717k-2, Vernon's Texas Civil Statutes, as amended. The Authority agrees that it shall not issue the Bonds at a higher net effective interest rate unless all Customers (except Texas City) agree to such higher interest rate."

is hereby amended to read as follows:

"The Authority shall use its best efforts to sell the Bonds at the lowest possible net effective interest rate within the limits prescribed by law, as determined by the receipt of public bids."

2. The second sentence of Section 12.2 of the Contract, which presently reads

"If the Authority is unable to obtain any such approval, permit, or license, or is unable to sell the Bonds by September 17, 1981, this Agreement shall terminate and Purchaser shall pay to the Authority a share of the Authority's expenses incurred in connection with the Project (including specifically, but not limited to, engineering fees and expenses) to the date of termination, based upon Purchaser's share of the total Reserved Capacities set forth in Exhibit "B"."

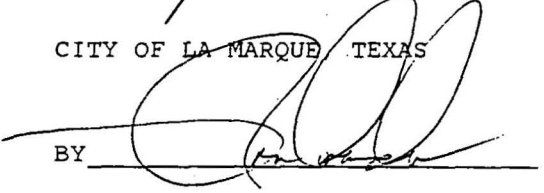
is hereby amended to read as follows:

"If the Authority is unable to obtain any such approval, permit, or license, or is unable to sell the Bonds by January 31, 1982, this Agreement shall terminate and Purchaser shall pay to the Authority a share of the Authority's expenses incurred in connection with the Project (including specifically, but not limited to, engineering fees and expenses) to the date of termination, based upon Purchaser's share of the total Reserved Capacities set forth in Exhibit "B"."

3. Except as hereby amended, the Contract shall remain in full force and effect in accordance with its terms.

EXECUTED this 14th day of September, 1981.

CITY OF LA MARQUE TEXAS

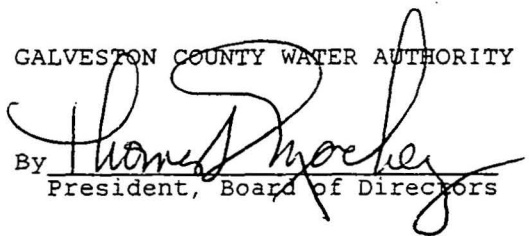
BY 

ATTEST:


Secretary

(SEAL)

GALVESTON COUNTY WATER AUTHORITY

By 

President, Board of Directors

ATTEST:


Secretary

(SEAL)

CERTIFICATE OF MAYOR AND CITY CLERK
REGARDING CONTRACT AND AMENDMENT
BY CITY OF LA MARQUE, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

We, the undersigned officers of the City of La Marque, Texas (the "City"), make this certificate in connection with the issuance of the \$11,300,000 Galveston County Water Authority Water System Contract Revenue Bonds, Mainland Project, Series 1981, and the \$3,050,000 Galveston County Water Authority Water System Contract Revenue Bonds, Mainland Project, Series 1981-A (collectively, the "Bonds"), for the benefit of the purchasers of the Bonds and all persons interested in the Bonds. We do hereby certify that the contract described as follows:

GALVESTON COUNTY WATER AUTHORITY MAINLAND WATER PROJECT CUSTOMER CONTRACT, dated August 7, 1981, between the City of La Marque, Texas, and Galveston County Water Authority (the "Contract"),

and the amendment to the Contract described as follows:

AMENDMENT TO MAINLAND WATER PROJECT CUSTOMER CONTRACT DATED AUGUST 7, 1981, dated September 14, 1981, between the City of La Marque, Texas, and Galveston County Water Authority (the "Amendment"),

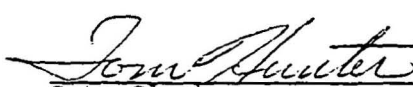
were duly approved by the Mayor and City Council of the City and were officially executed on behalf of the City by the duly chosen, qualified and acting officers of the City authorized to execute the Contract and the Amendment, and that the Contract and the Amendment were, after completion of the execution thereof, duly delivered to the Galveston County Water Authority.

We further certify that to our knowledge no litigation of any nature is now pending or threatened, either in state or federal courts, contesting or attacking the Contract or the Amendment or restraining or enjoining their execution and enforcement, or in any manner questioning the proceedings for the authorization, approval, execution and delivery of the Contract or the Amendment, and that the proceedings of the City for the authorization, approval, execution and delivery of the Contract and the Amendment have not been repealed, modified, rescinded or revoked.

We further certify that the seal which has been impressed upon each duplicate original counterpart of the Contract and upon each duplicate original counterpart of the Amendment is the duly adopted, proper and only official seal of the City, and said official seal has been impressed on this certificate.

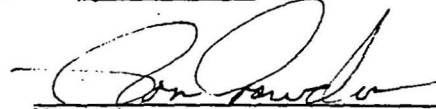
We further certify that no petition or other request has been filed with or presented to the City requesting that any of the proceedings authorizing the Contract or the Amendment be submitted to a referendum or other election.

LA MARQUE, TEXAS, this 10th day of November, 1981.



City Clerk
City of La Marque, Texas

(SEAL)



Mayor
City of La Marque, Texas

RESOLUTION NUMBER 844

EXHIBIT A

**AMENDMENT TO MAINLAND WATER PROJECT
CUSTOMER CONTRACT**

BY AND BETWEEN

GULF COAST WATER AUTHORITY

AND

CITY OF LA MARQUE, TEXAS

DATED JUNE 22, 1998

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**AMENDMENT TO MAINLAND WATER PROJECT
CUSTOMER CONTRACT
CITY OF LA MARQUE, TEXAS**

This **AMENDMENT TO MAINLAND WATER PROJECT CUSTOMER CONTRACT** (this "Amendment"), dated as of June 22, 1998, amends that certain Mainland Water Project Customer Contract, dated the 7th day of August, 1981 (the "Original Agreement"), between the **GULF COAST WATER AUTHORITY**, formerly known as Galveston County Water Authority, a Texas conservation and reclamation district (the "Authority"), and **CITY OF LA MARQUE, TEXAS**, a political subdivision of the State of Texas ("Purchaser"). Capitalized terms used herein, unless otherwise specified, are used as defined in the Original Agreement.

WITNESSETH:

WHEREAS, Sections 2.10 and 5.5 of the Original Agreement provide that the Authority may issue Special Project Bonds to construct or acquire Special Project Facilities for new Customers which enter into Mainland Water Project Customer Contracts; and

WHEREAS, at the request of the City of Galveston, Texas, and certain other political subdivisions of the State of Texas located in Galveston County, Texas, the Authority has agreed to finance and construct the South Project (as hereinafter defined); and

WHEREAS, the City of Galveston, Texas, shall contribute to the Mainland Division the Alta Loma Wells (as hereinafter defined) which shall be of benefit to all of the Mainland Customers because it shall serve as a backup water supply to the South Project Customers (as hereinafter defined) in the event of an emergency; and

WHEREAS, the parties hereto desire to amend the Original Agreement to provide that the Mainland Customers other than the South Project Customers shall share in the operating and maintenance cost of the Alta Loma Wells, to extend the term of the Original Agreement to be coterminous with the contracts being entered into with the South Project Customers (as hereinafter defined), to clarify the definition of operating and maintenance charges, and for certain other purposes.

NOW THEREFORE, for good and valuable consideration including the premises, the parties agree that the Original Agreement shall be amended as follows:

ARTICLE I

AMENDMENTS TO ARTICLE 1 DEFINITIONS

Section 1.1. Amendments to Section 1.1. Definitions.

The following definitions shall be added to Section 1.1 of the Original Agreement:

"Alta Loma Wells" shall mean only those wells and water production facilities producing not less than 15 MGD currently owned by Galveston on the date of this Agreement and located along Texas State Highway 6 in Galveston County, Texas, which will be leased to the Authority pursuant to the terms of this Agreement.

"Canal Division" shall mean the surface water supply system owned or leased by the Authority which conveys raw surface water from the Brazos River and its tributaries to various customers of the Canal Division and the Industrial Division and which includes, but is not limited to, the American Canal (or "Canal A") and the Briscoe Canal (or "Canal B").

"League City-Dickinson Interconnect" shall mean the existing ten-inch (10") water line, pump station, and related facilities which connect the water distribution systems of the City of League City, Texas, and Galveston County Water Control and Improvement District No. 1.

"Series 1998 Bond Resolution" shall mean the resolution of the Authority authorizing the issuance and delivery of the Series 1998 South Project Bonds.

"Series 1998 South Project Bonds" shall mean the Gulf Coast Water Authority Water System Contract Revenue Bonds (South Project) Series 1998 to be issued in one or more series for the purpose of financing the acquisition, construction and equipping of the approximately 25 MGD expansion of the Water Plant, the Galveston Line and the South Line.

"South Line" shall mean the new transmission line and related appurtenances from the Water Plant to, and including, the Pressure Reduction Station.

"South Project" shall mean the addition of approximately 25 MGD of capacity to the Water Plant, the South Line, the Galveston Line, the Highway 6 Line, the Alta Loma Pump Station, the 39-Inch Line and the Alta Loma Wells.

"South Project Bonds" shall mean the Series 1998 South Project Bonds and any additional bonds or refunding bonds on a parity with the Series 1998 South Project Bonds authorized pursuant to the Series 1998 South Project Bond Resolution.

"South Project Customers" shall mean any entity which enters into a Mainland Water Project Customer Contract (South Project) pursuant to which it agrees to pay the charges related to the Mainland Project Bonds, South Project Bonds and to purchase potable water from the Authority produced at the Water Plant, which as of the date of this Agreement are Galveston, the City of Texas City, the City of Hitchcock, Galveston County Fresh Water Supply District No. 6, Galveston County Water Control and Improvement District No. 8, the City of La Marque and Galveston County Municipal Utility District No. 12.

"Outstanding" is defined in Section 13.2.

The following definitions shall be amended and restated in full as follows:

"Bonds" shall mean the Authority's \$12,715,000 Water System Contract Revenue Refunding Bonds (Mainland Project), Series 1991; \$15,180,000 Water System Contract Revenue Refunding Bonds (Mainland Project), Series 1985; and \$3,050,000 Water System Contract Revenue Bonds (Mainland Project), Series 1981-A and any additional bonds issued by the Authority for the purpose of financing or refinancing the Mainland Project from time to time.

"Contract Quantity" shall mean the quantity of water per day which Purchaser agrees to take under the terms of this Agreement from time to time during the term of this Agreement (be it either the initial Contract Quantity or some greater or lesser quantity resulting from one or more increases and/or decreases made pursuant to the provisions of this Agreement). The Contract Quantities of the Customers on the date of this Agreement and the Contract Quantities of the South Project Customers as of the date the South Project Customers begin moving potable water from the Water Plant shall be as set forth in Exhibit C to this Agreement.

"Customers" or "Mainland Project Customers" shall mean each of the members of the Bayshore Group, the City of Texas City and the City of La Marque (all of Galveston County, Texas), any additional entities which become parties to Mainland Water Project Customer Contracts, and their successors and assigns, including the other Project Customers.

"Industrial Division Customer Contracts" shall mean those Contracts providing for the sale of water for industrial purposes to customers in the Industrial Division from time to time including but not limited to certain Customer Contracts between the Authority and (1) Amoco Oil Company (successor to The American Oil Company), a Texas corporation; (2) Union Carbide Corporation, a New York corporation; (3) Sterling Chemicals, Inc. (successor in interest to Monsanto Company), a Delaware corporation; (4) ISP Technologies, Inc. (formerly GAF Corporation), a Delaware corporation; (5) Basis Petroleum, Inc. (successor to Texas City Refining, Inc.), a Delaware corporation; and (6) Houston Concrete Products, Inc., d/b/a Eagle Concrete Products, Inc. (formerly Houston Shell & Concrete Co.,

successor to Kelso Marine, Inc.), a Texas corporation; all dated June 1, 1971, as amended; between the Authority and Marathon Oil Company, dated June 1, 1976, as amended; between the Authority and Solutia, Inc. (successor to Monsanto Company), a Delaware corporation, dated June 1, 1988; and between the Authority and Oxy Petrochemicals Inc. (formerly Cain Chemical Inc.), dated June 1, 1988, as amended.

"Project" or "Mainland Project" or "Mainland Water Project" shall mean and include the surface water supply, treatment and distribution system heretofore constructed and acquired by the Authority for the benefit of the Customers, including, but not limited to, all pipelines, valves, pumps, treatment equipment, interests in land, and everything appurtenant thereto or necessary to supply Purchaser and the other Customers with potable surface water at their respective points of delivery (which Mainland Project on the date of this Agreement consists of the following Components: the Water Plant, the North Line, the Bayshore Distribution System, and the League City-Dickinson Interconnect, the South Line and the Galveston Line. As of the Commencement Date, it shall also include the following Components: the Alta Loma Wells, the Highway 6 Line, the 39-Inch Line and the Alta Loma Pump Station). Subject to the terms hereof, additional Components (i.e., other additions, improvements and extensions) may subsequently be acquired or constructed. The "Project" or "Mainland Project" or "Mainland Water Project" shall not, however, mean or include the Industrial Division, the Canal Division or any part or parts thereof. The terms "Project" or "Mainland Project" or "Mainland Water Project" shall be used interchangeably.

"Reserved Capacity" shall mean that maximum quantity of water which the Authority is obligated to provide to each Customer from the Water Plant as provided in Section 3.1 of this Agreement. The Reserved Capacities for all of the Customers as of the date hereof are set forth in Exhibit B attached hereto.

ARTICLE II

AMENDMENTS TO ARTICLE 3 RESERVED CAPACITY AND CONTRACT QUANTITY

Section 2.1. Amendment to Section 3.4. Increases in Reserved Capacity.

After the first sentence of Section 3.3, the following sentence shall be added:

Mainland Project Customers shall have a right of first refusal (pro rata on the basis of Reserved Capacities. If more than one such existing Mainland Project Customer exercises such right) to purchase the excess capacity in the Water Plant on the date of this Amendment.

Section 2.2. Amendment to Section 3.4. Decreases in Reserved Capacity and/or Contract Quantity.

The first sentence of Section 3.4 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Purchaser's Reserved Capacity and/or Contract Quantity may be decreased at any time and from time to time by any amount equal to or less than the Reserved Capacity or Contract Quantity which another financially responsible water customer (whether new or old) is willing to contract for from the Authority by means of the Project for a term extending to and including the term of this Agreement (upon and subject to substantially the same provisions as contained in this Agreement other than those contained in Exhibit "E" hereto) and which will be available (taking into account Purchaser's requested decrease) from the Authority to such other customer.

ARTICLE III

AMENDMENTS TO ARTICLE 5
CHARGES

Section 3.1. Amendment to Section 5.1. General.

Clause (b) in the second paragraph of Section 5.1 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

(b) Raw Water Charges to provide for the Industrial Division Payments, including charges for capital projects,

Section 3.2. Amendment to Section 5.2. Description of Charges.

(a) Subparagraph (C) of Section 5.2(a)(1) shall be deleted in its entirety and the following shall be substituted in lieu thereof:

(C) One-sixth (1/6th) of all paying agent or trustee fees and similar charges payable on the next principal and/or interest payment date on the Bonds; plus

(b) A new subparagraph (D) shall be added at the end of Section 5.2(a)(1), as follows:

(D) Arbitrage rebate payments and credit or liquidity or similar fees payable on the next principal and/or interest payment date on the Outstanding Mainland Project Bonds.

(c) In the last paragraph of Section 5.2(a), the "and" between "the Project," and "(iii)" shall be deleted.

(d) The period at the end of Section 5.2(a) shall be replaced with a semi-colon and the following clause added:

; and (iv) reduced by any amounts paid to, or reasonably expected to be payable to, the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended.

(e) Clause (ii) of Section 5.2(c) shall be deleted in its entirety and the following shall be substituted in lieu thereof:

(ii) An amount sufficient to reimburse the Project Reserve Fund, within a period of one (1) year, for any amounts withdrawn therefrom for the purposes described in Section 2.6(b)(ii) of this Agreement; plus

(f) A new clause (iii) shall be added to Section 5.4(c), as follows:

(iii) An amount sufficient to pay for the operation and maintenance of the Alta Loma Wells.

(g) New subparagraphs (D), (E), (F), (G) and (H) shall be added to Section 5.3(c)(1) after subparagraph (D), as follows:

(D) For the League City-Dickinson Interconnect, the Project Operating Charges shall be allocated to Galveston County Water Control and Improvement District No. 1; and

(E) The operation and maintenance costs of the Alta Loma Wells shall be allocated to each Mainland Customer except Galveston; provided, however, if any Mainland Project Customer or Mainland Project customers (including Galveston) request the Authority to increase the capacity of the Alta Loma Wells above 15 MGD and the Authority does so, such Mainland Project Customer or Mainland Project Customers shall pay the capital costs of increasing such capacity.

(F) The operating and maintenance costs of the 39-Inch Line, the Highway 6 Line and the Alta Loma Pump Station shall be allocated to the South Project Customers, except Galveston and Texas City, based on their respective Contract Quantities then in effect;

(G) The operating and maintenance costs of the Galveston Line shall be allocated to Galveston; and

(H) The operation and maintenance costs of the South Line shall be allocated to the South Project Customers based upon their respective Contract Quantities then in effect;

ARTICLE IV

AMENDMENTS TO ARTICLE 6 BILLING AND PAYMENT; DEFAULTS AND REMEDIES

Section 4.1. Amendment to Section 6.3. Remedies.

The following sentence shall be added at the end of Section 6.3:

If other Customers do not assume all the defaulting Customer's Reserved Capacity or Contract Quantity and the defaulting Customer fails to pay any amounts due under this Agreement, the remaining total of Reserved Capacities and Contract Quantities of all Customers, exclusive of such amounts, shall be used as the basis for calculating the pro rata shares of the Customers hereunder although such readjustment shall not relieve the defaulting Customer of its liability hereunder.

ARTICLE V

AMENDMENTS TO ARTICLE 12 TERM, TERMINATION AND REMEDIES

Section 5.1. Amendments to Section 12.1. Term.

Section 12.1 is deleted in its entirety and the following is substituted in lieu thereof:

Section 12.1. Term. This Agreement shall remain in effect from the date set forth above until December 31, 2022 and thereafter until payment in full of the principal, premium, if any, and interest on all Mainland Project Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

ARTICLE VI

AMENDMENTS TO EXHIBITS

Section 6.1. Amendment to Exhibits B and C.

(a) Exhibit B to the Original Agreement shall be deleted in its entirety and Exhibit B attached hereto shall be substituted in lieu thereof.

(b) Exhibit C to the Original Agreement shall be deleted in its entirety and Exhibit C attached hereto shall be substituted in lieu thereof.

ARTICLE VII

GENERAL

Section 7.1. Agreement Remains in Effect.

The Original Agreement shall remain in full force and effect as amended and supplemented by this Amendment, and is hereby ratified and approved.

Section 7.2. Governing Law.

This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

Section 7.3. Entire Agreement.

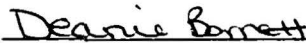
The Original Agreement, as amended by this Amendment, constitutes the entire agreement between the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of the Original Agreement as amended by this Amendment.

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

CITY OF LA MARQUE, TEXAS

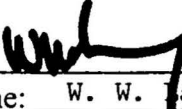
By: 
Name: Pete W. Rygaard
Title: Mayor

ATTEST:

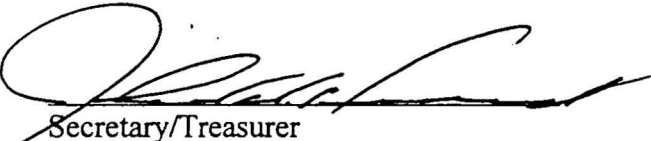

Deanie Barrett, C.I.B.
City Clerk

(SEAL)

GULF COAST WATER AUTHORITY
(formerly Galveston County Water Authority)

By: 
Name: W. W. Latimer
Title: Board President

ATTEST:


Secretary/Treasurer
John W. Knust

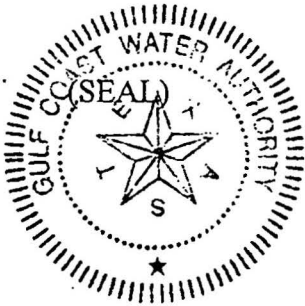


EXHIBIT "A"
AMENDED AND RESTATED EXHIBIT B TO ORIGINAL AGREEMENT -
RESERVE CAPACITIES OF MAINLAND DIVISION CUSTOMERS

Current Reserve Capacities of Existing Mainland Customers

	Reserve <u>Amount</u>
City of Texas City	8,500,000
Galveston County WCID No. 1	3,500,000
City of La Marque	2,000,000
Houston Lighting and Power	1,625,000
Bacliff MUD	1,000,000
Galveston County WCID No. 12	750,000
San Leon MUD	500,000
Bayview MUD	<u>125,000</u>
	18,000,000

Reserve Capacities of Mainland Customers after Commencement Date

	Reserve <u>Amount</u>
City of Galveston	20,000,000
City of Texas City	8,800,000
Galveston County WCID No. 1	3,500,000
City of La Marque	2,400,000
Houston Lighting and Power	1,625,000
City of Hitchcock	1,500,000
Bacliff MUD	1,000,000
Galveston County WCID No. 8	1,000,000
Galveston County WCID No. 12	750,000
San Leon MUD	500,000
Galveston County MUD No. 12	450,000
Galveston County FWSD No. 6	360,000
Bayview MUD	<u>125,000</u>
	42,010,000

South Project Customers

	Reserve <u>Amount</u>
City of Galveston	20,000,000
City of Hitchcock	1,500,000
Galveston County WCID No. 8	1,000,000
Galveston County WCID No. 12	450,000
City of La Marque	400,000
Galveston County FWSD No. 6	360,000
City of Texas City	<u>300,000</u>
	24,010,000

EXHIBIT "B"
AMENDED AND RESTATED EXHIBIT C TO ORIGINAL AGREEMENT -
CONTRACT QUANTITIES OF MAINLAND DIVISION CUSTOMERS

Current Contract Quantities of Existing Mainland Customers

	<u>Contract Quantities</u>
City of Texas City	7,080,000
Galveston County WCID No. 1	2,500,000
City of La Marque	1,650,000
Houston Lighting and Power	1,397,000
Bacliff MUD	550,000
San Leon MUD	500,000
Galveston County WCID No. 12	469,000
Bayview MUD	<u>115,000</u>
	14,261,000

Current Quantities of Mainland Customers after Commencement Date

	<u>Contract Quantities</u>
City of Galveston	15,000,000
City of Texas City	7,330,000
Galveston County WCID No. 1	2,500,000
City of La Marque	1,950,000
Houston Lighting and Power	1,397,000
City of Hitchcock	800,000
Bacliff MUD	550,000
San Leon MUD	500,000
Galveston County WCID No. 12	469,000
Galveston County WCID No. 8	418,000
Galveston County MUD No. 12	212,500
Galveston County FWSD No. 6	172,000
Bayview MUD	<u>115,000</u>
	31,413,500

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

We, the undersigned officers of the City Council of the City of La Marque, Texas hereby certify as follows:

1. The City Council of the City of La Marque, Texas, convened in regular meeting on the 22nd day of June, 1998, at 1109 B Bayou, La Marque, Texas, within said City, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Pete Rygaard
Lloyd Criss
Danny Ray Phillips
Sonny Manuel
James Osteen
Deanie Barrett

Mayor
Council Member
Council Member
Council Member
Council Member
City Clerk

and all of said persons were present, except the following absentee: Danny Ray Phillips, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING
AMENDMENT TO MAINLAND WATER PROJECT CUSTOMER CONTRACT
WITH GULF COAST WATER AUTHORITY

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said Resolution has been duly recorded in said Council's minutes of said meeting; that the persons named in the above and foregoing paragraph were the duly chosen, qualified, and acting officers and members of said Council as indicated therein; that each of the officers and members of said Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law, and that public notice of the hour, date, place, and subject of said meeting was given as required by Chapter 551 of the Texas Government Code, as amended.

SIGNED AND SEALED the 22nd day of June, 1998.

Deanie Barrett

City Clerk ^{cs}

[Signature]

Mayor

(SEAL)

RESOLUTION NUMBER 844

A RESOLUTION AUTHORIZING AMENDMENT TO MAINLAND WATER PROJECT CUSTOMER CONTRACT WITH GULF COAST WATER AUTHORITY

WHEREAS, the City of La Marque, Texas (the "City") was hereto fore duly created under the laws of the State of Texas; and

WHEREAS, the City is located in Galveston County, Texas and needs a reliable supply of potable surface water; and

WHEREAS, the City and the Authority entered into a Mainland Water Project Customer Contract (the "Original Agreement"), dated August 7, 1981.

WHEREAS, through its Mainland System (the "Mainland System"), Gulf Coast Water Authority (the "authority") supplies potable water to various customers located in Galveston County, Texas, including the City, pursuant to the terms of Mainland Water Project Customer Contracts between the Authority and the each such customer; and

WHEREAS, the City and certain other entities which currently purchase potable water from the Authority have requested, and the Authority has agreed, to issue a series of contract water revenue bonds for the purpose of financing the construction, and equipping of an expansion of the capacity of the Authority's Thomas S. Mackey Water Treatment Plant and related distribution facilities in order to produce and provide through the Mainland System potable water to such entities (the "South Project Customers"); and

WHEREAS, the City Council of the City (the "Council") has determined that it is in the best interest of the City to enter into an Amendment to the Original Agreement, in form as presented to the Council at this meeting, pursuant to the terms of which contract the Council will agree to pay certain charges related to such indebtedness and to purchase potable water from the Authority; and

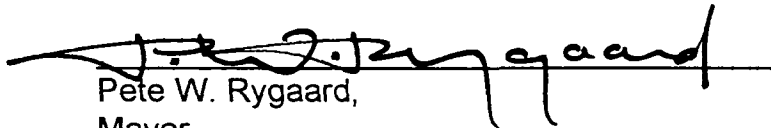
WHEREAS, the Council has further determined that it is in the best interest of the City to enter into an Amendment to the Original Agreement, in form as presented to the Council at this meeting, amending the Original Agreement, to provide that the South Project Customers will share in the operating and maintenance cost of certain facilities to be contributed by the City of Galveston to the Authority's Mainland Division, and for certain other purposes.

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

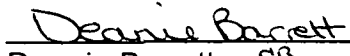
Section 1. That the City Council of the City (the "Council") hereby approves the Amendment to Mainland Water Project Customer Contract with the Authority substantially in the form as presented to the Council for its review, attached hereto as Exhibit A.

Section II. That the Council hereby authorizes the Mayor, and Council Member, and the City Clerk of the City to execute and deliver such Amendment to Mainland Water Project Customer Contract (South Project) and such Amendment to Mainland Water Project Customer Contract, with such additions, deletions and other changes to such documents as such officers shall approve, such approval to be conclusively evidenced by their execution and delivery thereof.

PASSED AND APPROVED this the 22nd day of June, 1998.


Pete W. Rygaard,
Mayor

ATTEST:


Deanie Barrett, ^{cs}
City Clerk

skw

AMENDMENT TO MAINLAND WATER PROJECT CUSTOMER CONTRACT
(SOUTH PROJECT)

THIS AMENDMENT TO MAINLAND WATER PROJECT CUSTOMER CONTRACT (SOUTH PROJECT) (this "Amendment"), dated the 16th day of June, 2011, is entered into by and between GULF COAST WATER AUTHORITY, a Texas conservation and reclamation district (the "Authority"), and the customers of the Authority signing below on this Amendment (collectively, the "Customers").

WITNESSETH:

RECITALS

WHEREAS, in 1981 the Authority entered into substantially similar contracts and amendments thereto with customers located on the mainland in Galveston County for the purpose of allowing the Authority to acquire, construct and operate a 25 MGD water treatment plant and related water supply system, in order to provide potable water to certain municipalities and others in Galveston County, Texas (the "Mainland Project Customers"), and which contracts provided for the financing and operation and maintenance of the system known and referred to then in those contracts documents as the Authority's "Mainland Project" or "Mainland Division;" and

WHEREAS, in 1988, the City of Galveston and certain other customers (the "South Project Customers") requested, and the Authority agreed, to expand and extend the Mainland Project by: (i) the construction and equipping of a 25 MGD expansion to the capacity of the Mainland Plant and the extension of certain distribution facilities serving the South Project Customers, and (ii) various related distribution facilities serving individual South Project Customers in order to enable the Authority to produce and provide potable water to the South Project Customers in an integrated manner with the Mainland Project Customers served by the Mainland Project (the Mainland Project Customers and the South Project Customers hereafter referred to collectively as the "Customers"); and

WHEREAS, such expansion and extension of the Mainland Project was, and is, known as the "South Project" and the South Project Customers (including certain "Mainland Project" customers who also needed additional water) which purchased potable water from the Mainland Project water treatment plant as a result of the expansions became known as the "South Project Customers" and entered into contracts with the Authority which were substantially the same as the contracts between the Authority and the Mainland Project Customers (all of such contracts, as now amended between the Authority and the Customers being referred to hereinafter as the "Project Contracts"); and

WHEREAS, the Project Contracts provide that certain facilities defined therein (and hereinafter in this Amendment) as the "Alta Loma Wells" are to be leased to the Authority by Galveston, maintained by the Authority and the costs of such maintenance paid for by certain of the Customers; and

WHEREAS, the Authority and all of its Customers have for many years been in agreement that the Alta Loma Wells should not be leased to, or operated and maintained by, the Authority; and

WHEREAS, the Authority has declared that the Alta Loma Wells are no longer needed or useful for the proper operation of the South Project as provided in Section 9.05 of Resolution No. 2011-003 which authorized the issuance of the Authority's bonds related to the South Project or the Mainland Project; and

WHEREAS, the Authority has for several years not operated and maintained the Alta Loma Wells but has collected funds from certain of the Customers for such operation and maintenance which have been accounted for separate and apart from other payments related to the South Project, and accordingly has a surplus of such funds in the currently estimated amount of \$696,888.53 plus accrued interest (the "Surplus Proceeds"); and

WHEREAS, the Authority and the Customers now desire to amend the Project Contracts between the Authority and the Customers to provide that the Authority will not lease the Alta Loma Wells from Galveston, shall not operate or maintain the Alta Loma Wells and shall refund the Surplus Proceeds to the Customers, and in the approximate amounts (not including accrued interest, shown on **Exhibit A** attached hereto; and

NOW THEREFORE, for and in consideration of the mutual premises, covenants, obligations and benefits in this Amendment, the Authority and the Customers agree that the Project Contracts are amended as follows:

Section 1: The lease of the Alta Loma Wells by Galveston to the Authority is hereby terminated and the Alta Loma Wells shall not be part of the "System" as defined in the Project Contracts and shall no longer be operated or maintained by the Authority.

Section 2: The Authority shall refund the Surplus Proceeds to the Customers in the amounts shown on **Exhibit A** attached hereto.

Section 3: The Project Contracts shall remain in full force and effect except as amended by this Amendment.

Section 4: The parties recognize that additional amendments to the Project Contracts are needed to allow Galveston to use the Alta Loma Wells by transporting water from those wells to Galveston's point of delivery and the parties covenant to work in good faith with each other to implement such additional changes.

Section 5: It is hereby found and determined that the Alta Loma Wells are no longer needed or useful for the proper operation of the South Project this Amendment will not have an adverse effect on the security for the Authority's outstanding bonds or other indebtedness related to the Mainland Project or the South Project. This Amendment is not intended, and the parties agree that it shall not be construed, to violate any of the terms of the Authority's outstanding bonds or other indebtedness related to the Mainland Project or the South Project.

Notwithstanding any provision herein to the contrary, the parties agree that if any provision of this Amendment would otherwise be construed to violate any of the terms of the Authority's outstanding bonds or other indebtedness related to the Mainland Project or the South Project, then the parties agree that either (i) they will revise such provision so as to avoid such conflict or (ii) such conflicting provision shall be null and void.

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

GULF COAST WATER AUTHORITY

By:



Name: R.C. Williams

Title: President, Board of Directors

ATTEST:

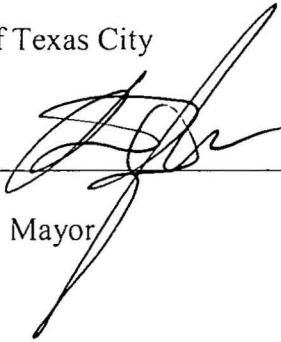
By:



Name: Eric Wilson

Title: Secretary, Board of Directors

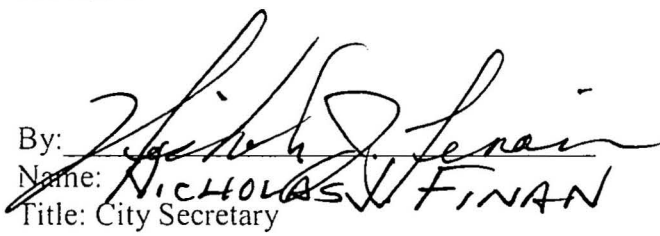
City of Texas City

By: 

Name:

Title: Mayor

ATTEST:

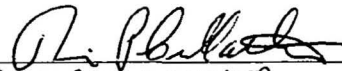
By: 

Name:

NICHOLAS V. FINAN

Title: City Secretary

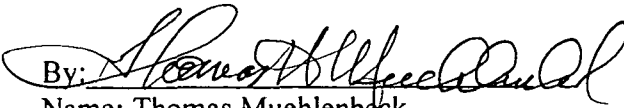
Galveston County FWSD #6
(Tiki Island)

By: 
Name: TIM CULLATHER
Title: President, Board of Directors

ATTEST:

By: 
Name: SHELIA PARSONS
Title: Secretary/Treasurer, Board of Directors

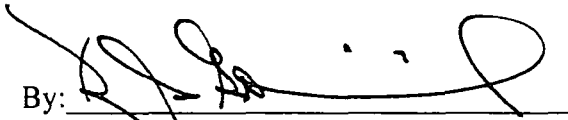
City of Galveston

By: 
Name: Thomas Muehlenbeck
Title: Interim City Manager

APPROVED AS TO FORM


City Attorney

ATTEST:

By: 
Name: Douglas Godinich
Title: City Secretary



City of League City

By: Rich Oller, P.E.

Rich Oller, P.E., Acting City Manager

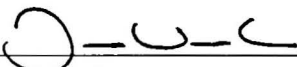
ATTEST:

By: Diana M. Stapp
Name: DIANA M. STAPP
Title: City Secretary

Galveston County WCID #12
(Kemah)

By: 
Name: LINDA MERZ
Title: President, Board of Directors

ATTEST:

By: 
Name: TERESA VAZQUEZ-EVANS
Title: Secretary, Board of Directors

Galveston County WCID # 1
(Dickinson)

By: 

Name:

Title: President, Board of Directors

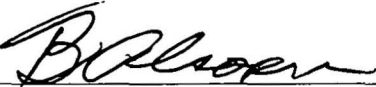
ATTEST:

By: 

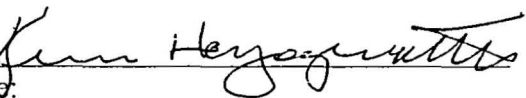
Name:

Title: Secretary/Treasurer, Board of Directors

Galveston County MUD # 12
(Bayou Vista)

By: 
Name:
Title: President, Board of Directors

ATTEST:

By: 
Name:
Title: Secretary/Treasurer, Board of Directors

City of LaMarque

By: Bobby Hocking
Name: Bobby Hocking
Title: ~~Interim Mayor~~
Bot

ATTEST:

By: Martha Gillett
Name: Martha Gillett
Title: City Clerk, Interim

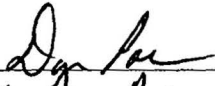
City of Hitchcock

By: Anthony Matranga
Name: Anthony Matranga
Title: Mayor

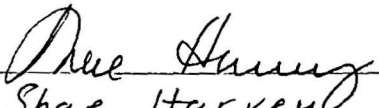
ATTEST:

By: Rose Marie Theiler
Name: Rose Marie Theiler
Title: City Secretary

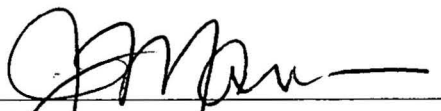
NRG Texas Power LLC

By:  
Name: Don Poe
Title: VP Regional Operations

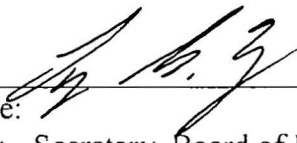
ATTEST:

By: 
Name: Shae Harvey
Title: Senior Counsel

San Leon MUD

By: 
Name: _____
Title: President, Board of Directors

ATTEST:

By: 
Name: _____
Title: Secretary, Board of Directors

Bayview MUD

By: Leonard Loukakis
Name:

Title: President, Board of Directors

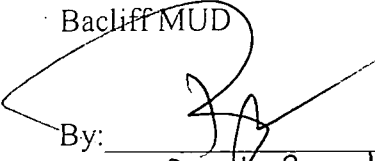
ATTEST:

By: 123

Name:

Title: Secretary, Board of Directors

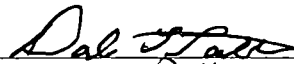
Bacliff MUD

By: 

Name: Brad Bingham

Title: President, Board of Directors

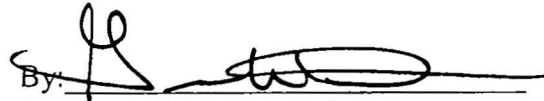
ATTEST:

By: 

Name: Dale L. Patterson

Title: Secretary, Board of Directors

Galveston County WCID # 8
(Santa Fe)

By: 

Name: GERALD W. NORDIN

Title: President, Board of Directors

ATTEST:

By: 

Name: DAVID K. TYNER

Title: Secretary-Treasurer, Board of Directors

Exhibit A

	Distribution of Funds	
	<u>Alta Loma Wells</u>	<u>Alta Loma Pump Station HWY 6</u>
City of Texas City	\$99,273.85	\$0.00
City of La Marque	25,477.43	0.00
Galveston County WCID #1 (Dickinson)	41,505.27	0.00
NRG Texas Power LLC	13,218.76	0.00
Bacliff MUD	8,919.99	0.00
Bayview MUD	2,238.16	0.00
Galveston County WCID #12 (Kemah)	9,817.02	0.00
San Leon MUD	18,475.99	0.00
City of League City	0.00	0.00
City of Galveston	0.00	0.00
City of Hitchcock	196,902.41	31,250.14
Galveston County WCID #8 (Santa Fe)	112,813.55	16,647.14
Galveston County MUD #12 (Bayou Vista)	61,532.11	9,764.86
Galveston County FWSD #6 (Tiki Island)	42,334.00	6,718.77
TOTAL	----- \$632,508.54 =====	----- \$64,380.91 =====

Gulf Coast Water Authority
Contract Revenue Bonds, Series 2014

Projects:	Pump Station:	14,800,000	65.78%
	Reservior Gates:	7,700,000	34.22%
		<u>22,500,000</u>	<u>100.00%</u>

Total Usage (mgd) 110.00
 LaMarque Usage (mgd) 2.78 2.53%
 LaMarque is not participating in the Pump Station Costs

Period Ending	Total Debt Service	Reserve Fund	Capitalized Interest	Net Debt Service	2.527% City of La Marque
12/15/2014	392,764	-	392,764	-	
12/15/2015	2,675,528	-	-	2,675,528	23,140
12/15/2016	2,676,147	-	-	2,676,147	23,146
12/15/2017	2,674,933	-	-	2,674,933	23,135
12/15/2018	2,675,644	-	-	2,675,644	23,141
12/15/2019	2,677,569	-	-	2,677,569	23,158
12/15/2020	2,673,240	-	-	2,673,240	23,121
12/15/2021	2,673,480	-	-	2,673,480	23,123
12/15/2022	2,674,093	-	-	2,674,093	23,128
12/15/2023	2,676,918	-	-	2,676,918	23,152
12/15/2024	2,677,373	-	-	2,677,373	23,156
12/15/2025	2,676,128	-	-	2,676,128	23,146
12/15/2026	2,676,578	2,586,000	-	90,578	783
	32,500,392	2,586,000	392,764	29,521,628	255,329

LaMarque
 14%
 Contract
South Project
 \$ 35,746.06
 \$ 3,239.60

LaMarque
 86%
 Contract
Mainland Water Project
 \$ 219,582.94
 19,900.40

Total Debt Service
 Yearly Payments



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Cyndi Efird
Department: Public Works

Agenda item: 8b
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the approval of Resolution No. **R-2014-006**, a resolution for the Second Amendment to Mainland Water Project Customer Contract (South Project)



Attachments for reference

1. Resolution of Second Amendment to Mainland Water Project Customer Contract (South Project)
2. Copy of Mainland Water Customer Contract (South Project) not dated but approved on June 8, 1998 Resolution No. 842
3. Amendment #1 executed September 14, 1981
4. Gulf Coast Water Authority Contract Revenue Bonds, Series 2014

Staff Briefing:

- Staff has reviewed and agrees with the enclosed Second Amendment to the Mainland Water Project Customer Contract's (South Project) changes.
- The changes are necessary to make repairs to the reservoir gates and contract changes with up-to-date water conservation requirements.
- The attached Revenue Bond schedule of payments shows estimated annual cost for the next twelve years.

History (if applicable):

- **November 2013**-Staff received the first draft amendment from Gulf Coast Water Authority
- **January 3, 2014**-The first draft was submitted to the City Attorney for review
- **January 24, 2014**-Received Revenue Bond schedule from GCWA
- **January 31, 2014**-Received copies of all contracts and amendments from GCWA
- **February 12, 2014**-Received final revision from GCWA
- **February 27, 2014**-Final review with City Attorney
- **March 10, 2014**- Workshop with City Council

Target Implementation: **March 24, 2014**

Significant Action Dates:

- **Amendment to Section 5.3(c)(1)(A) will go in effect in the 2014-2015 budget**
- **Section 12.1 Terms: Current Contract will expire December 31, 2022**
- **Section 12.1 Terms: Contracts will be extended until December 31, 2027**



CITY COUNCIL AGENDA FORM

Action:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other (be Specific)

Cost Details:	
Budgeted	0.00
Estimated Expenditure	\$3,239.60/yr.
Acct. Name	Bond Series 2014

☒

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

Staff's Recommendation: Motion to approve Resolution No. **R-2014-006**, a approving the Second Amendment to Mainland Water Project Customer Contract (South Project)

Fiscal Impact: Approximately \$3,300.00 increase in the annual utility budget for the next eleven years.

RESOLUTION NO. 2014-006

**SECOND AMENDMENT
TO MAINLAND WATER PROJECT CUSTOMER CONTRACT (SOUTH PROJECT)**

This Second Amendment to Mainland Water Project Customer Contract (South Project) (this “Amendment”) between the **GULF COAST WATER AUTHORITY** (the “Authority”) and **THE CITY OF LA MARQUE, TEXAS** (the “Purchaser”) is entered into effective as of the 1st day of May, 2014, and amends that certain Mainland Water Project Customer Contract (South Project), dated as of July 1, 1998, as amended on June 16, 2011 (collectively, the “Original Agreement”) between the Authority and the Purchaser.

W I T N E S S E T H:

WHEREAS, Authority previously entered into substantially similar contracts (with the amendments thereto, the “Mainland Project Contracts”) with customers located on the mainland in Galveston County for the purpose of allowing the Authority to acquire, construct and operate a water treatment plant and related water supply system in order to provide potable water to certain municipalities and others in Galveston County, Texas (the “Mainland Project Customers”); and

WHEREAS, the Mainland Project Contracts provided for the financing and operation and maintenance for the system known and referred to as the “Mainland Project” or the “Mainland Division;” and

WHEREAS, certain customers (the “South Project Customers”) requested, and the Authority agreed, to expand and extend the Mainland Division by: (i) the construction and equipment of an expansion to the capacity of the Thomas Mackey water treatment plant and the extension of certain distribution facilities serving the South Project Customers, and (ii) various related distribution facilities serving individual South Project Customers in order to enable the Authority to produce and provide potable water to the South Project Customers in an integrated manner with the Mainland Division Customers served by the Mainland Division (the Mainland Project Customers and the South Project Customers are hereinafter referred to collectively as the “Customers”); and

WHEREAS, such expansion and extension of the Mainland Division was and is known as the “South Project” and the South Project Customers (including certain Mainland Project Customers who also needed additional water) that purchased potable water from the Thomas Mackey water treatment plant as a result of the expansions entered into contracts (with the amendments thereto, the “South Project Contracts”) with the Authority that were substantially similar to the Mainland Project Contracts (the South Project Contracts and the Mainland Project Contracts, being collectively referred to herein as the “Projects Contracts”); and

WHEREAS, the potable water supplied by the Mainland Division to the Customers under the Projects Contracts is supplied by means of the Authority’s Industrial Division, which supplies raw water to the Mainland Division, and under the terms of the Projects Contracts the Customers must comply with certain provisions of the Industrial Division Customer Contract (as

defined in the Projects Contracts), including an obligation to make the Industrial Division Payments (as defined in the Projects Contracts); and

WHEREAS, the Authority has identified the need to make certain capital improvements to the Texas City Reservoir and the Industrial Pump Station, which are water supply facilities in the Industrial Division, in order to facilitate the supply of raw water to the Industrial Division and the Mainland Division; and

WHEREAS, in connection with making provision for the financing of such improvements, the Authority and the Industrial Division Customers have entered or will enter into an amended and restated Industrial Division Customer Contract in order to simplify and modernize the provisions of the Industrial Division Customer Contract and provide for the equitable allocation of the costs of facilities improvements among those customers of the Industrial Division and the Mainland Division that benefit from such facilities improvements; and

WHEREAS, in order to facilitate the issuance of bonds for the financing of such improvements the Authority has provided the Customers with copies of a form of the amended and restated Industrial Division Customer Contract and wishes to obtain the consent of the Customers to the issuance of the bonds contemplated in the amended and restated Industrial Division Customer Contract and to extend the term of the Original Agreement to run concurrently with the amended and restated Industrial Division Customer Contract; and

WHEREAS, state law requires that the Amendment also incorporate provisions related to water conservation;

NOW THEREFORE, BE IT RESOLVED for good and valuable consideration including the premises, the parties agree that the Original Agreement shall be amended as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning given in the Original Agreement. The terms defined in the Recitals to this Amendment are incorporated herein for all purposes.

ARTICLE II.

AMENDMENTS

Section 2.1. Amendment to Section 1.1 of the Original Agreement. Section 1.1 of the Original Agreement is hereby amended by amending and restating the definitions of the terms “Industrial Division” and “Industrial Division Customer Contracts,” which shall read as follows:

“Industrial Division” shall mean the Industrial Pump Station and Raw Water Transmission System (as defined in the Industrial Division Customer Contracts) and the Texas City Reservoir and Raw Water Conveyance System (as

defined in the Industrial Division Customer Contracts), including the reservoir and water distribution system (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and other physical properties acquired by Seller from Industrial Water Company, under that certain "GCWA Agreement" dated June 1, 1971, between Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by the Authority, all exclusive, however, of any physical properties which are located outside of Galveston County, Texas, or which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts), or which are part of the Canal System (as defined in the Industrial Division Customer Contracts).

"Industrial Division Customer Contracts" shall mean those contracts providing for the sale of water for industrial purposes to the customers in the Industrial Division from time to time.

Section 2.2. Amendment to Section 5.5(c)(1)(A). Section 5.5(c)(1)(A) of the Original Agreement is hereby amended and restated to read as follows:

(A) For the Water Plant (as increased by the South Project), Mainland Project Operating Charges shall be allocated among all Customers based upon their respective Contract Quantities then in effect; provided, however, that the Board of Directors of the Authority shall adopt a revised cost allocation mechanism for the Mainland Project Operating Charges for the Water Plant designed to incentivize water conservation prior to the adoption of its 2014-2015 budget. Upon adoption by the Board of Directors of the Authority, the parties agree that such cost allocation mechanism, as amended from time to time, shall govern the allocation of Mainland Project Operating Charges for the Water Plant under this Agreement.

Section 2.3. Amendment adding Section 10.7. The Original Agreement is hereby amended by the adding Section 10.7 to read as follows:

Section 10.7. Conservation of Water. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall reasonably maintain and operate its facilities in a manner that will promote beneficial use, and prevent unnecessary waste, of water. The Authority, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation and drought management for water supplied by the Authority to Purchaser and other customers of the Authority. Purchaser shall adopt and implement a water conservation and drought contingency plan, as required by applicable law, which may be reviewed by the Authority. If required by applicable law or regulation

Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or provide water services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation and drought contingency plan in compliance with such applicable law or regulation.

Section 2.4. Amendment to Section 12.1. Section 12.1 of the Original Agreement shall be amended and restated to read as follows:

Section 12.1. Term. This Contract shall remain in effect from the date set forth above until December 31, 2027, and thereafter until payments in full of the principal, premium, if any and interest on all Mainland Project Bonds and South Project Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

ARTICLE III.

GENERAL

Section 3.1. Amended and Restated Industrial Division Customer Contract; Consent to the Issuance of Seller's Revenue Bonds.

(a) Purchaser recognizes that the potable water supplied by the Mainland Project to Purchaser under the South Project Contract is supplied by means of the Authority's Industrial Division, which supplies raw water to the Mainland Division, including the South Project. Purchaser is obligated to comply with certain provisions of the Industrial Division Customer Contract, including the absolute and unconditional obligation to make the payments specified in Article 6 of the Industrial Division Customer Contract, which are Industrial Division Payments as such term is defined in the Original Agreement pursuant to Article V of the Original Agreement as a component of the Mainland Project Charges. Purchaser hereby acknowledges and agrees that it familiar with the terms and provisions of the Industrial Division Customer Contract, a current form of which is attached hereto as Exhibit A.

(b) Purchaser hereby consents to the issuance of Seller's Revenue Bonds, as such term is defined in the Industrial Division Customer Contract. Purchaser hereby agrees to furnish the Authority with such financial information, data, projections and related information as may be reasonably required by the Authority in connection with the sale of the Seller's Revenue Bonds in order to comply with all applicable laws, rules and regulations, including the approval of Seller's Revenue Bonds by the Attorney General of the State of Texas. Following the issuance of a series of Seller's Revenue Bonds, the Authority shall furnish the Purchaser with a maturity schedule showing the annual Industrial Division Payments associated with such Seller's Revenue Bonds estimated to be required to pay the principal of and the interest on the Seller's Revenue Bonds when and as the same shall become due and payable (including any sinking fund payments to be made in respect the Seller's Revenue Bonds).

Section 3.2. Original Agreement Remains in Effect. The Original Agreement shall remain in full force and effect as amended and supplemented by this Amendment, and is hereby ratified

and approved. To the extent of a conflict between this Amendment and the Original Agreement, this Amendment shall prevail.

Section 3.3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.4. Severability. If any provision of this Amendment shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 3.5. Counterparts. This Amendment may be signed in multiple counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Execution Page to Follow]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking, Mayor

APPROVED AS TO FORM:

By: _____
Ellis Ortego, City Attorney

ATTEST:

By: _____
Robin Eldridge, City Clerk

GULF COAST WATER AUTHORITY

James McWhorter
President

ATTEST:

R. Sue Edrozo
Secretary-Treasurer

Exhibit A

Form of Amended and Restated Industrial Division Customer Contract

MAINLAND WATER PROJECT CUSTOMER CONTRACT
(SOUTH PROJECT)

BETWEEN

GULF COAST WATER AUTHORITY

AND

CITY OF LA MARQUE, TEXAS

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MAINLAND WATER PROJECT CUSTOMER CONTRACT
(SOUTH PROJECT)

THIS MAINLAND WATER PROJECT CUSTOMER CONTRACT (SOUTH PROJECT) (this "Agreement"), dated the ____ day of _____, 1998, is entered into by and between GULF COAST WATER AUTHORITY, a Texas conservation and reclamation district (the "Authority"), and CITY OF LA MARQUE, TEXAS ("Purchaser").

WITNESSETH:

RECITALS

WHEREAS, Purchaser is located in Galveston County, Texas, and needs a reliable supply of potable surface water; and

WHEREAS, the Authority supplies water to customers in its Canal Division, Industrial Division and Mainland Division (each as hereafter defined); and

WHEREAS, through its Mainland System (as hereinafter defined), the Authority supplies potable water to various customers located on the mainland in Galveston County, Texas; and

WHEREAS, the Mainland Division Customers (as hereafter defined) have entered into Mainland System Customer Contracts (as hereafter defined), through which the Mainland Division Customers receive potable water which is supplied to the Mainland System as raw water by the Industrial Division; and

WHEREAS, Purchaser and certain other entities which currently purchase potable water from the City of Galveston, Texas ("Galveston") or the Authority have requested, and the Authority has agreed, to issue a series of contract water revenue bonds for the purpose of financing the construction and equipment of an expansion to the capacity of the Authority's Water Plant (as hereafter defined) and related distribution facilities in order to produce and provide through the Mainland System potable water to Purchaser and other such entities; and

WHEREAS, Purchaser and other entities entering into a Mainland Water Project Customer Contract (South Project) similar to this Agreement has agreed pursuant to the terms hereof to pay all charges related to such indebtedness and to purchase potable water from the Authority; and

WHEREAS, Purchaser is aware that the potable water to be supplied to Purchaser by the Mainland System under the terms of this Agreement will be supplied by means of the Authority's Industrial Division, and therefore the Authority must comply with certain provisions of the Industrial Division Customer Contracts and a copy of an Industrial Division Customer Contract has been made available to Purchaser, and that Purchaser is familiar with its terms and provisions; and

WHEREAS, the Authority and Purchaser each, for and on behalf of itself, represents to the other that it is authorized to enter into this Agreement under the constitution and laws of the State of Texas, including without limitation, Chapters 49 and 54, Texas Water Code, as amended, and Section 791.026, Texas Government Code, as amended.

NOW THEREFORE, for and in consideration of the mutual premises, covenants, obligations and benefits in this Agreement, the Authority and Purchaser agree as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. For all purposes of this Agreement, the following definitions of certain terms used herein shall apply:

"Alta Loma Pump Station" shall mean the pump station and ground storage tanks and land on which they are situated and all appurtenances thereto along Highway 6 in or near Alta Loma, Texas, owned by Galveston on the date of this Agreement.

"Alta Loma Wells" shall mean only those wells and water production facilities producing not less than 15 MGD currently owned by Galveston on the date of this Agreement and located along Texas State Highway 6 in Galveston County, Texas, which will be leased to the Authority pursuant to the terms of this Agreement.

"Authority" shall mean Gulf Coast Water Authority (formerly known as Galveston County Water Authority), its successors and assigns.

"Authority's Series 1997 Bonds" shall mean the Gulf Coast Water Authority Water System Contract Revenue Bonds, Series 1997.

"Bay Lines" shall mean the New Bay Line on Bridge and the Existing Bay Line on Bridge.

"Bayshore Distribution System" shall mean that certain water distribution system from the North Line to the points of delivery for the Bayshore Group and all additions, improvements and extensions thereto.

"Bayshore Group" shall mean Bacliff Municipal Utility District, Bayview Municipal Utility District, Galveston County Water Control and Improvement District No. 1, Galveston County Water Control and Improvement District No. 12, San Leon Municipal Utility District (all of Galveston County, Texas), Houston Lighting & Power Company, a Texas corporation (at its P. H. Robinson Plant in Galveston County, Texas), and any other Customers who are served by the Bayshore Distribution System, their successors and assigns.

"Bond Delivery Date" shall mean the date of issuance and delivery of the Series 1998 South Project Bonds.

"Bonds" shall mean the Mainland Project Bonds, South Project Bonds and any Special Project Bonds which are Outstanding at any time.

"Calder Meter Station" shall mean the Authority's meter station located on State Highway 517 in Galveston County, Texas.

"Canal Division" shall mean the surface water supply system owned or leased by the Authority which conveys raw surface water from the Brazos River and its tributaries to various customers of the Canal Division and the Industrial Division and which includes, but is not limited to, the American Canal (or "Canal A") and the Briscoe Canal (or "Canal B").

"Commencement Date" shall mean the first day on which Purchaser receives delivery of potable water from the Water Plant.

"Components" of the Mainland Project collectively shall mean, as of the date of this Agreement, the Water Plant, the North Line, the Bayshore Distribution System, the League City-Dickinson Interconnect, the South Line and the Galveston Line, and any other project designated as such in an amendment to this Agreement or any contract relating to a Special Project Facility; and as of the Commencement Date shall also include the Highway 6 Line,

the 39-Inch Line, the Alta Loma Pump Station and the Alta Loma Wells. "Component" singularly shall mean any one of the aforementioned components.

"Contract Quantity" shall mean the quantity of water per day which Purchaser agrees to take under the terms of this Agreement from time to time during the term of this Agreement (be it either the initial Contract Quantity or some greater or lesser quantity resulting from one or more increases and/or decreases made pursuant to the provisions of this Agreement). The Contract Quantities of the Customers on the date of this Agreement and the Contract Quantities of the South Project Customers as of the Commencement Date shall be as set forth in Exhibit B to this Agreement.

"Customers" or "Mainland Project Customers" shall mean each of the members of the Bayshore Group, the City of Texas City and the City of La Marque (all of Galveston County, Texas), any additional entities which become parties to Mainland Water Project Customer Contracts, and their successors and assigns, including Purchaser and the other South Project Customers.

"Emergency" shall mean any day when the Authority is unable to deliver the Contract Quantity of potable water to the Point of Delivery.

"Existing Bay Line on Bridge" shall mean the 30-inch water transmission line attached to the Old Galveston Causeway Bridge which supplies water to Galveston on the date of this Agreement. The Existing Bay Line on Bridge may be slip-lined or repaired in the future with proceeds of the Authority's Series 1997 Bonds.

"Fiscal Year" of the Authority shall mean the one year period beginning September 1, subject to change by the Authority's Board of Directors.

"Galveston Line" shall mean the transmission line and related appurtenances between the Pressure Reduction Station and the interconnection of the Galveston Line with the Bay Lines at Virginia Point.

"Highway 6 Line" shall mean the water transmission line and related appurtenances from the Alta Loma Pump Station to Virginia Point.

"Industrial Division" shall mean all the physical properties acquired by the Authority from Industrial Water Company pursuant to that certain GCWA Agreement between Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, dated as of June 1, 1971, including, but not limited to, the reservoir and water distribution system (and the lands and rights-of-way on which the same are situated) now used by the Authority in supplying water to industrial customers having plants in the Texas City industrial area, together with all additions to, replacements in, and expansions and extensions of said physical properties, and together also with any other physical properties, acquired by the Authority pursuant to the provisions of Section 4.3 of the Industrial Division Customer Contracts or pursuant to any similar provisions of the Authority's agreements with other water customers similar thereto, all exclusive, however, of any physical properties which are located outside of Galveston County, Texas, or which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts).

"Industrial Division Customer Contracts" shall mean those contracts providing for the sale of water for industrial purposes to customers in the Industrial Division from time to time, including, but not limited to, certain customer contracts between the Authority and (1) Amoco Oil Company (successor to The American Oil Company), a Texas corporation; (2) Union Carbide Corporation, a New York corporation; (3) Sterling Chemicals, Inc. (successor in interest to Monsanto Company), a Delaware corporation; (4) ISP Technologies, Inc. (formerly GAF Corporation), a Delaware corporation; (5) Basis Petroleum, Inc. (successor to Texas City Refining, Inc.), a Delaware corporation; and (6) Houston Concrete Products, Inc., d/b/a Eagle Concrete Products, Inc. (formerly Houston Shell & Concrete Co., successor to Kelso Marine, Inc.), a Texas corporation; all dated June 1, 1971, as amended; between the Authority and Marathon Oil Company, dated June 1, 1976, as amended; between the Authority and Solutia, Inc. (successor to Monsanto Company), a Delaware corporation, dated June 1, 1988; and between the Authority and Oxy Petrochemicals Inc. (formerly Cain Chemical Inc.), dated June 1, 1988, as amended.

"Industrial Division Payments" shall mean the dollar amounts required to be paid by the Mainland Division to the Authority's Industrial Division in accordance with the Industrial Division Customer Contracts, including, but not limited to, the cost of raw water for the Water Plant.

"League City-Dickinson Interconnect" shall mean the existing ten-inch (10") water line, pump station, and related facilities which connect the water distribution systems of the City of League City, Texas, and Galveston County Water Control and Improvement District No. 1.

"League City Line" shall mean the transmission line and related appurtenances from the pump station located in the City of Webster, Texas near the border line between Galveston County and Harris County to the Calder Meter Station.

"Mainland Division" shall mean that division of the Authority established to operate and maintain the Mainland Project.

"Mainland Project" or "Mainland Water Project" shall mean and include the surface water supply, treatment and distribution system heretofore constructed and acquired by the Authority for the benefit of the Customers, including, but not limited to, all pipelines, valves, pumps, treatment equipment, interests in land, and everything appurtenant thereto or necessary to supply Purchaser and the other Customers with potable surface water at their respective points of delivery (which Mainland Project on the date of this Agreement consists of the following Components: the Water Plant, the North Line, the Bayshore Distribution System, and the League City-Dickinson Interconnect, the South Line and the Galveston Line. As of the Commencement Date, it shall also include the following Components: the Alta Loma Wells, the Highway 6 Line, the 39-Inch Line and the Alta Loma Pump Station). Subject to the terms hereof, additional Components (i.e., other additions, improvements and extensions) may subsequently be acquired or constructed. The "Mainland Project" or "Mainland Water Project" shall not, however, mean or include the Industrial Division, the Canal Division or any part or parts thereof.

"Mainland Project Annual Budget" shall mean the budget of anticipated expenditures for the Mainland Division which is to be prepared each year by the Authority pursuant to Section 5.4 of this Agreement.

"Mainland Project Bonds" shall mean the Authority's \$12,715,000 Water System Contract Revenue Refunding Bonds (Mainland Project), Series 1991; \$15,180,000 Water System Contract Revenue Refunding Bonds (Mainland Project), Series 1985; and \$3,050,000 Water System Contract Revenue Bonds (Mainland Project), Series 1981-A and

any additional bonds issued by the Authority for the purpose of financing or refinancing the Mainland Project from time to time.

"Mainland Project Customer Contracts" shall mean the various contracts between the Authority and the Mainland Project Customers for the construction and operation of the Mainland Project, as amended, supplemented or related from time to time.

"Mainland Project Debt Service Charges" is defined in Section 5.4(a) of this Agreement.

"Mainland Project Operating Charges" shall mean all costs and expenses, excluding depreciation, paid or incurred by the Authority in connection with the ownership, operation or maintenance of the Mainland Project and any repairs, renewals, replacements, additions, improvements, betterments and modifications to the Mainland Project (not paid for with proceeds of South Project Bonds or Mainland Project Bonds), including without limitation, the following:

- (1) amounts which the Authority shall in the future pay or incur for raw water (other than those included in the Industrial Division Payments) for the withdrawal, lifting, treating, transportation or storage of raw or treated water to supply the Water Plant;
- (2) amounts paid or incurred by the Authority for the prevention or correction of any casualty loss or damage resulting from any cause whatsoever (not reimbursed by insurance) or for renewals, replacements, repairs, additions, improvements, betterments and modifications which the Authority determines are necessary to keep the Mainland Project in good operating condition, to provide adequate service or prevent a loss of revenues therefrom;
- (3) amounts paid or incurred by the Authority for the purpose of operating and maintaining the Mainland Project and of delivering water therefrom including, but not limited to, payments for supplies, stores and three (3) months reserve of the average cost of operation and maintenance of the Mainland Project;

- (4) all costs, expenses or liabilities relating to personal injury and damage or property damage claims required to be paid by the Authority in connection with the Mainland Project, whether or not incurred as a result of the negligence of the Authority, its agents or employees (not paid by insurance), but excluding costs and expenses relating to personal injury and damage or property damage claims required to be paid by the Authority in connection with the Mainland Project which arise out of willful misconduct that is authorized by the Board of Directors of the Authority; and
- (5) amounts paid or incurred in connection with any improvements to the Mainland Project which the Authority is required to make by any local, state or federal regulatory agency or state or federal legislation; and
- (6) all administrative and general expenses of the Authority incurred in connection with the Mainland Project including, but not limited to, the following: salaries, wages, taxes, benefits and travel expenses of the Authority's employees, technical professionals, and financial advisors; legal fees; premiums for liability; casualty and worker's compensation insurance or bonds; consumer, use, excise, property or other taxes or assessments, if any; postage and freight charges, long distance charges; any similar minor expenses; and other reasonable administrative expenses related to the Mainland Project.

Mainland Project Operating Charges shall not include the cost of operating or maintaining any Special Project Facilities, except as provided in an amendment to this Agreement; and provided that Mainland Project Operating Charges shall include the cost of operating and maintaining the South Project.

"Mainland Project Reserve Fund" is defined in Section 5.3 of this Agreement.

"New Bay Line on Bridge" shall mean the proposed 36-inch water transmission lines to be constructed on the Old Galveston Causeway Bridge with the proceeds of the Authority's Series 1997 Bonds.

"North Line" shall mean that certain water conveyance line or lines from the Water Plant to the Bayshore Distribution System and all additions and improvements thereto.

"Outstanding" is defined in Section 13.2.

"Point of Delivery" for Purchaser shall mean _____.

"Pressure Reduction Station" shall mean the facilities located at the interconnection of the South Line and the Galveston Line.

"Raw Water Charges" shall mean the cost of raw water included in the Industrial Division Payments.

"Reserved Capacity" shall mean that maximum quantity of water which the Authority is obligated to provide to each Customer from the Water Plant as provided in Section 3.1 of this Agreement. The Reserved Capacities for all of the Customers as of the date hereof until the Commencement Date are set forth in Exhibit B attached hereto.

"Series 1998 Bond Resolution" shall mean the resolution of the Authority authorizing the issuance and delivery of the Series 1998 South Project Bonds.

"Series 1998 South Project Bonds" shall mean the Gulf Coast Water Authority Water System Contract Revenue Bonds (South Project) Series 1998 to be issued in one or more series for the purpose of financing the acquisition, construction and equipping of the approximately 25 MGD expansion of the Water Plant, the Galveston Line and the South Line.

"South Line" shall mean the new transmission line and related appurtenances from the Water Plant to, and including, the Pressure Reduction Station.

"South Project" shall mean the addition of approximately 25 MGD of capacity to the Water Plant, the South Line, the Galveston Line, the Highway 6 Line, the Alta Loma Pump Station, the 39-Inch Line and the Alta Loma Wells.

"South Project Annual Budget" shall mean the debt service budget for the South Project which is to be prepared each year by the Authority pursuant to Section 5.6(c) of this Agreement.

"South Project Bonds" shall mean the Series 1998 South Project Bonds and any additional bonds or refunding bonds on a parity with the Series 1998 South Project Bonds authorized pursuant to the Series 1998 South Project Bond Resolution.

"South Project Customers" shall mean Purchaser and any other entity which enters into a Mainland Water Project Customer Contract (South Project) substantially similar to this Agreement, pursuant to which it agrees to pay the charges related to the Mainland Project Bonds, South Project Bonds and to purchase potable water from the Authority produced at the Water Plant, which as of the date of this Agreement are Galveston, the City of Texas City, the City of Hitchcock, Galveston County Fresh Water Supply District No. 6, Galveston County Water Control and Improvement District No. 8, the City of La Marque and Galveston County Municipal Utility District No. 12.

"South Project Debt Service Charges" is defined in Section 5.6(a) of this Agreement.

"South Project Reserve Fund" shall mean the special fund to be established, maintained, and utilized as a debt service reserve for the South Project Bonds and a reserve for extraordinary repair and extraordinary replacement of the Components financed with proceeds of the South Project Bonds, as more fully described in Section 2.5 (b) of this Agreement.

"South Project Reserve Fund Requirement" is defined in the Series 1998 Bond Resolution and shall mean with respect to each issue of the South Project Bonds, an amount equal to the lesser of (i) the maximum annual debt service requirement on the outstanding principal amount of South Project Bonds; (ii) one hundred twenty-five percent (125%) of the average annual debt service requirement thereof; or (iii) ten percent (10%) of the principal amount of the South Project Bonds or such lesser amount required by Treasury Reg. § 1.148-2(f)(2)(ii).

"Southeast Plant" shall mean the City of Houston, Texas Southeast Water Purification Plant.

"Special Project Bonds" is defined in Section 2.12 of this Agreement.

"Special Project Facilities" is defined in Section 2.12 of this Agreement.

"Special Project Customers" is defined in Section 2.12 of this Agreement.

"Texas City" shall mean the City of Texas City, Texas.

"39-Inch Line" shall mean the 39-inch water transmission line between the Calder Meter Station and Alta Loma Pump Station.

"Underwater Bay Line" shall mean the existing 30-inch water transmission line under Galveston Bay which is owned by Galveston and supplies water to Galveston on the date of this Agreement.

"Virginia Point" means the place on the mainland in Galveston County where the Highway 6 Line connects to the Bay Lines.

"Water Plant" shall mean the existing approximately 24 MGD Thomas S. Mackey Water Treatment Plant located in Texas City, as it may be expanded from time to time, including, but not limited to, the approximately 25 MGD increase in capacity caused by the South Project, and all other improvements, equipment, pumps, fixtures and facilities located thereon or used in association therewith, and all additions and improvements thereto.

Section 1.2 Interpretation. References to any party shall mean that party's successors and permitted assigns. References to any documents or agreements shall mean such documents or agreements as it is amended, supplemented or restated from time to time.

ARTICLE II

The South Project: Financing and Ownership

Section 2.1. The South Project. The Authority is the owner and operator of the Water Plant. The Authority proposes to construct the South Project to provide potable surface water to Purchaser and the other South Project Customers from the Water Plant. Purchaser and the Authority agree to cooperate as provided in this Article II to permit the Authority to acquire, construct and complete the South Project, to provide all necessary financing therefor, and to commence operation thereof. The South Project is an integral part of the Authority's Mainland Project although portions of it shall be financed with Special Project Bonds so that the costs of the South Project will be shared by the particular entities which will benefit therefrom.

Section 2.2. Construction of the South Project. The Authority will cause plans and specifications and contract documents for construction of the South Project to be prepared by Malcolm Pirnie Engineering (or such other firm of professional engineers as is agreed to by Purchaser and the Authority). Such plans, specifications and contract documents shall be submitted to the City Manager of Galveston for his prior approval (which shall not be unreasonably withheld). The Authority shall not be required to cause the design of the South Project to begin until thirty (30) days after the Bond Delivery Date. All approvals required of the City Manager by this Agreement shall be evidenced by a writing, which may be an original or a facsimile copy thereof.

When the final plans, specifications and contract documents for the South Project have been approved by the City Manager of Galveston, the Authority shall give notice and take competitive bids on the construction of the South Project and shall submit a tabulation of such bids and the Authority's proposed award to Galveston for approval by its City Manager, which approval shall not be unreasonably withheld. The South Project may be constructed in one or more separately bid construction contracts. Upon approval by the City Manager of Galveston of the award of the construction contracts, the Authority shall promptly award the construction contracts and proceed with construction. The Authority shall furnish one copy of all contracts for construction of the South Project to Galveston as soon as such contracts are awarded and executed.

The Authority, with prior approval of the City Manager of Galveston, shall determine the location of the South Line and Galveston Line and shall use its best efforts to acquire the rights in the real estate necessary therefor at the most economical price and located for the best long-term protection of the South Line and the Galveston Line and the water they convey. If any portion of the South Project should be located on any land now or hereafter owned by Purchaser or in any present or future rights-of-way or public places of Purchaser, Purchaser hereby consents thereto and hereby grants or will grant to the Authority the non-exclusive right, privilege, easement and right-of-way to use such lands, rights-of-way, or public places for the purpose of maintaining, operating, laying, and repairing such portion of the South Project until termination of this Agreement, in order for the Authority to comply with the provisions of this Agreement.

After the plans, specifications and contract documents for the Project have been approved by the City Manager of Galveston, no change orders in excess of \$25,000 will be issued by the Authority without the approval of the City Manager of Galveston, which shall not be unreasonably withheld. The Authority will immediately notify Galveston of all change orders regardless of the amount. The total dollar contract amount, including change orders, shall not exceed the funds available, including investment earnings for project costs from the proceeds of the South Project

Bonds. If total change orders exceed the amount of \$300,000, all further change orders must be approved by the City Manager of Galveston, which approval shall not be unreasonably withheld.

The Authority agrees to use its best efforts in constructing and completing the South Project at the estimated cost, in securing all permits and required approvals pursuant to the provisions hereof and in placing the South Project in service on or before August 1, 2001, if reasonably possible, or, if not, by May 1, 2002. The Authority, its directors and agents shall not be liable to any other South Project Customer for any delay in completion of construction or responsible for any damages arising out of any delay in placing the South Project into service, absent willful misconduct on the part of the Authority. The Authority shall supply each of the South Project Customers with reports not less frequently than once per quarter as to the progress and costs of construction of the South Project.

At Galveston's request, the Authority will enter into construction contracts with the contractors for the South Project which will provide for penalties on the contractors for non-completion of the construction of the South Project so that Purchaser can receive potable water from the Water Plant on or before August 1, 2001. Such penalties will be in an amount that the Authority and Galveston mutually agree to. The construction contracts shall contain a provision designating the South Project Customers as third party beneficiaries. The Authority shall not be responsible to Purchaser for any shortfall in proceeds of the Series 1998 Bonds in the event it is unable to complete construction of the South Project or there is failure of performance on such performance bonds by a third party.

Section 2.3. Financing the Project; Issuance of Bonds. The Authority shall not be responsible for providing for the acquisition or construction of the South Project out of its own funds, other than from the proceeds of the South Project Bonds. The Authority shall cause its financial advisor to prepare a plan for financing all of the costs of the South Project. The General Manager of the Authority shall approve such plan and submit the same to the City Manager of Galveston for approval. The costs of the South Project shall include all construction costs, as that term is generally understood in standard accounting practice as applied to water treatment and transmission systems of this nature, including, but not limited to, purchases of equipment, supplies, property rights, capitalized interest, costs of land, easements and rights-of-way, including damages to land and property, engineering, financing, financial consultants, auditing, permitting and legal expenses incurred in connection with the acquisition and construction of the South Project and the issuance of the South Project Bonds. Subject to the Authority's receipt of all requisite approvals from all federal, state and local agencies having regulatory jurisdiction over the Authority, the Authority shall issue the South Project Bonds in one or more series at public or private sale at such

time or times and in such amounts as the Authority shall deem appropriate to finance the estimated costs of the South Project, after taking into account any capital contributions by the South Project Customers for costs of the South Project. The South Project Bonds shall be special revenue obligations of the Authority payable from and secured solely by the South Project Debt Service Charges to be made under this Agreement and the other Mainland Water Project Customer Contracts with South Project Customers, certain proceeds of the South Project Bonds, and other amounts from time to time on deposit in the various funds created in connection with the issuance of the South Project Bonds.

The Authority shall submit to the City Manager of Galveston for prior review and approval the preliminary and final official statements, any bond resolution authorizing the issuance of South Project Bonds and the terms of sale, including, but not limited to, pricing of South Project Bonds or other obligations to be issued to finance or refinance the costs of the South Project. Upon the Authority's request, Purchaser agrees to furnish the Authority with financial information, data, projections and related information as may reasonably be required by the Authority in the sale of the South Project Bonds to comply with all applicable laws, rules and regulations including, but not limited to, Rule 15c-2-12 of the Securities and Exchange Commission relating to continuing disclosure. From time to time and at any time upon request in writing, the Authority shall furnish Purchaser a maturity schedule showing the annual payments required to pay all interest on and principal of the South Project Bonds at stated maturity, including Purchaser's pro rata share thereof, when and as the same shall become due and payable, including all sinking fund payments and any estimated reserve fund reimbursements to be made in respect of the South Project Bonds.

The Authority and Purchaser agree not to take any action that would adversely affect the treatment of interest on the South Project Bonds as excludable from gross income for federal income tax purposes. Without limiting the foregoing, the Authority and Purchaser agree not to enter into any agreement with a person that would cause the South Project Bonds to be "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The Authority will require all other Mainland Water Project Customer Contracts (South Project) to contain similar provisions.

Section 2.4. Application of Series 1998 South Project Bond Proceeds. The Authority shall apply the proceeds of the South Project Bonds first to make any required deposits to the interest and sinking fund for the Series 1998 South Project Bonds in an amount sufficient to provide for the payment of debt service on such series of South Project Bonds for the period set forth in the resolution authorizing the issuance of such South Project Bonds, and then to make the required

deposit to the South Project Reserve Fund described in Section 2.5 of this Agreement. The Authority shall invest and reinvest the monies in the Construction Fund. Any earnings and payments from the investment and reinvestment of the Construction Fund shall be deposited in the Construction Fund. All remaining proceeds shall be deposited into a construction fund to pay costs of issuance of the South Project Bonds and to pay all proper costs of the South Project. Any amounts remaining in the construction fund after completion of the South Project shall be applied to pay debt service on the South Project Bonds by calling and redeeming South Project Bonds prior to stated maturity and/or transferring such remaining amounts to the interest and sinking fund for the South Project Bonds or used for other projects acceptable to the South Project Customers, or if nationally recognized bond counsel renders an opinion that it will not adversely affect the exemption of interest on the South Project Bonds from the payment of federal income taxes, paid to the South Project Customers in proportion to their Reserved Capacity. Any surplus funds in the Construction Fund will be allocated among the South Project Customers based upon a formula established in the Series 1998 Bond Resolution.

Section 2.5. South Project Reserve Fund. (a) Each resolution of the Authority authorizing the issuance of a series of South Project Bonds shall provide for the establishment and maintenance of a South Project Reserve Fund in which there shall be capitalized the South Project Reserve Fund Requirement. Such bond resolutions shall also provide that all interest earnings and investment income from the South Project Reserve Fund shall remain therein so long as the balance therein is less than the South Project Reserve Fund Requirement. At any time when the balance in the South Project Reserve Fund is less than or equal to the South Project Reserve Fund Requirement, all interest earnings and investment income shall be transferred to the interest and sinking fund for the South Project Bonds and shall constitute a credit against South Project Debt Service Charges.

(b) Amounts in the South Project Reserve Fund may be used at any time by the Authority for the following purposes:

(i) To prevent a default in the payment of principal of or interest on the South Project Bonds or to make the final payment thereof; or

(ii) To pay the cost of any extraordinary repairs to or extraordinary replacements of any Component financed with the South Project Bonds, to the extent the Reserve Fund exceeds seventy-five percent (75%) of the Reserve Requirement.

(c) If amounts are withdrawn pursuant to clause (b)(ii) above, the Authority shall replace such amount withdrawn within one (1) year from funds collected as Mainland Project Operating Charges or from insurance proceeds.

(d) The 1998 Bond Resolution and any subsequent bond resolution authorizing a series of South Project Bonds may provide for a surety bond or other financial instruments permitted by applicable law to be substituted for a cash deposit to satisfy the Reserve Fund Requirement.

Section 2.6. Additional South Project Bonds. The Authority reserves the right to issue additional parity bonds payable from the same source as the South Project Bonds to finance any costs of completing the South Project. The Authority reserves the right to issue additional parity South Project Bonds to complete that South Project if adequate proceeds of the Series 1998 Bonds are not sufficient for such purpose and to finance any additions, extensions or improvements to the South Project, but the Authority will not issue any such additional bonds without the prior written consent of Purchaser and the other South Project Customers. The Authority shall use its best efforts to issue such South Project Bonds to complete the South Project if requested by all of the South Project Customers.

Section 2.7. Refunding Bonds. The Authority reserves the right to issue refunding bonds payable from the same source as the South Project Bonds to refinance all or any portion of the South Project Bonds Outstanding, and no consent of any South Project customer (except for any South Project Customer whose Reserved Capacity as compared with the Reserved Capacity of all South Project Customers is at least fifty-one percent (51%) of the total of Reserved Capacity) shall be required so long as the issuance and all related charges of such refunding bonds does not have the effect of increasing South Project Debt Service Charges in any year. If South Project Debt Service Charges would be increased in any year, however, the Authority shall not issue such refunding bonds without the prior written consent of each of the South Project Customers.

Section 2.8. Ownership and Operation. It is expressly agreed and understood that the Authority shall, as described more completely herein, be the owner or lessee of the South Project, including related appurtenances, sites, rights-of-way, easements and improvements thereto. The Authority shall operate and maintain the South Project in each case and in accordance with accepted good practices and standards, and agrees to use diligence to keep the South Project which it operates and maintains in readiness to serve Purchaser in accordance with the terms of this Agreement.

Section 2.9. Additional Mainland Project Bonds. The Authority reserves the right to issue additional parity bonds payable from the same source as the Mainland Project Bonds to finance any costs of any additions, extensions or improvements to the Mainland Project. However, the Authority will not issue any such additional bonds without the prior written consent of all Customers then paying Mainland Debt Service Charges.

Section 2.10. Refunding Mainland Project Bonds. The Authority reserves the right to issue refunding bonds payable from the same source as the Mainland Project Bonds to refinance all or any portion of the Mainland Project Bonds Outstanding, and no consent of any Customer shall be required so long as the issuance and all related charges of such refunding bonds does not have the effect of increasing Mainland Project Debt Service Charges. If Mainland Debt Service Charges would be increased in any year, however, the Authority shall not issue such refunding bonds without the prior written consent of every Customer for whom there is any increase in Mainland Project Debt Service Charges. Any refunding of the Mainland Project Bonds shall not adversely affect the tax-exempt status of interest on any Bonds.

Section 2.11. Expansion of Mainland Project. The Authority reserves the right to expand the Mainland Project from time to time in such manner and by such increments as the Authority shall deem appropriate; to allocate additional capacity provided thereby among the Customers and others subject to the provisions hereof; to acquire additional raw water for future capacity for the Water Plant; and to provide for the financing thereof by issuing additional Mainland Project Bonds, as provided in Section 2.9 herein, additional South Project Bonds, as provided in Section 2.6 herein, or Special Project Bonds, as provided in Section 2.12 herein, from capital contributions or from any other lawful source of funds, subject to the applicable provisions of this Agreement. To the extent practicable, the Authority will allocate the costs of any of the above among the Customers benefitting from such activities as determined by the Board of Directors of the Authority in its sole discretion.

Section 2.12. Special Projects. The Authority will reserve the right, in each of its resolutions authorizing the issuance of the Bonds, to issue bonds (hereinafter, the "Special Project Bonds") for the purpose of constructing, acquiring, adding, expanding or extending facilities to serve any new or existing water customers ("Special Project Customers") by means of the Mainland Division or the Industrial Division. Facilities constructed or acquired with the proceeds of Special Project Bonds or paid for by any Special Project Customers are hereinafter called "Special Project Facilities." The principal of and interest on Special Project Bonds shall be payable from revenue derived from Special Project Facilities. Debt service on Special Project Bonds and expenses and

other expenditures attributable to Special Project Facilities shall not be included in the annual budget of either the Industrial Division or the Mainland Division or treated as their expense and expenditures, except as set forth in this Agreement.

The Authority's general overhead and administrative expenses and any other expenses and expenditures applicable to the Industrial Division, the Mainland Division and Special Project Facilities shall be fairly apportioned between them based on the amount of water committed by the Authority to each.

To the extent of the quantity of water that is supplied to a Special Project Customer by means of the Mainland Division or any part thereof, such Special Project Customer shall pay to the Authority as revenue of the Mainland Division the charges which would be payable under the other provision of the Agreement if such Special Project Customer were the purchasing party under a contract similar hereto and such quantity of water were its Contract Quantity. Each such payment by a Special Project Customer shall be a maintenance and operating expense of the Special Project Facility serving such Special Project Customer.

ARTICLE III

Reserved Capacity and Contract Quantity

Section 3.1. Reserved Capacity. The Mainland Project has been designed and constructed, and the South Project will be designed and constructed, in such a way that after the completion of the South Project the Authority will be able to deliver and shall be obligated to deliver to Purchaser a maximum number of gallons of water per day (averaged over each calendar month) equal to Purchaser's Reserved Capacity.

Section 3.2. Contract Quantity. Subject to the other provisions of this Agreement, the Authority shall sell and deliver to Purchaser, and Purchaser shall take and pay for, or pay for whether taken or not, its Contract Quantity. Purchaser's initial Contract Quantity (averaged over each calendar month) as shown on Exhibit B shall remain in effect until the termination of this Agreement, unless increased or decreased pursuant to the provisions of this Agreement.

Purchaser may increase its Contract Quantity from the initial Contract Quantity up to its Reserved Capacity in any increments desired by Purchaser so long as the Authority is given three (3) months prior written notice of each such increase. The quantity of water being supplied Purchaser after each such increase shall become Purchaser's Contract Quantity on the effective date of the

increase, and the new Contract Quantity shall remain in effect hereunder until the termination of this Agreement unless further increased or decreased pursuant to the provisions of this Agreement. In addition, the Authority shall have the right to increase Purchaser's Contract Quantity in certain instances pursuant to Section 5.8 of this Agreement.

The unit of measurement for water delivered pursuant to this Agreement shall be 1,000 gallons, U.S. Standard Liquid Measure.

Section 3.3. Increases in Reserved Capacity. At any time and from time to time during the term of this Agreement, Purchaser shall have the option to increase its Reserved Capacity by any amount of water that is consistent with the capacity of the Mainland Project to treat and deliver such water, which is available to the Mainland Project and which the Authority has not previously become contractually obligated to supply through the Mainland Project to one or more other industrial or municipal water customers, provided, however, that each of the existing Mainland Customers on the date of this Agreement (other than any South Project Customer, including Galveston) shall have a right of first refusal (pro rata on the basis of Reserved Capacities, if more than one such existing Mainland Customer exercises such right) to purchase the excess capacity in the Water Plant on the date of this Agreement. If Purchaser notifies the Authority it desires to increase its Reserved Capacity, the Authority shall so notify the existing Mainland Customers of Purchaser's intent to purchase all or any portion of such existing excess of Reserved Capacity and each of such Mainland Customers shall have a period of three (3) months in which to notify the Authority that it desires to exercise its right of first refusal to all or a portion of the Reserved Capacity which Purchaser desires to purchase and to comply with the provisions of this Section to purchase such water.

Purchaser recognizes and agrees that the Authority may be required to comply with the provisions of the Industrial Division Customer Contracts regarding increases in capacity of the Water Plant above 50 MGD. Accordingly, if the exercise of any such option by Purchaser requires the Authority to obtain a waiver of the right of first refusal under any Industrial Division Customer Contract, each exercise of such option to increase its Reserved Capacity by Purchaser to increase its Reserved Capacity shall be accomplished by giving written notice to the Authority specifying (a) the amount of the increase in the Reserved Capacity and (b) the date upon which it is desired that the resulting new Reserved Capacity is to become effective, which date shall be the effective date of the increase if such notice is given at least twelve (12) months in advance thereof. If, however, such notice is given less than twelve (12) months in advance of such date, the effective date of the increase shall be the date next following the expiration of twelve (12) months from the giving of such notice unless the Operating Advisory Committee, as defined in the Industrial Division

Customer Contracts, of the Industrial Division shall make a determination that the effective date of the increase on the earlier date specified in such notice would not impair the ability of the Authority to supply the contract quantities of its other industrial or municipal water customers under and in accordance with their agreements similar hereto, in which event (i) such earlier date shall be the effective date of the increase and (ii) Purchaser shall pay to the Authority a one-time charge equal to the product of \$1,300 times the number of million gallons per day by which the Reserved Capacity is to be increased, times the number of months by which such notice was deficient of being twelve (12) months advance notice. Each exercise by Purchaser of such option shall increase the Reserved Capacity on the effective date of the increase, and the new Reserved Capacity shall remain in effect thereafter until the termination of this Agreement, unless further increased or decreased pursuant the provisions of this Agreement.

Section 3.4. Decrease in Reserved Capacity and/or Contract Quantity. Purchaser's Reserved Capacity, as set forth in Exhibit A hereto, and/or its Contract Quantity, as set forth in Exhibit B attached hereto, may be decreased by Purchaser at any time and from time to time by any amount equal to or less than the Reserved Capacity or Contract Quantity which another financially responsible Mainland Customer, whether new or old, is willing to contract for from the Authority by means of the Mainland Project for a term extending to and including the last stated maturity of the South Project Bonds (upon and subject to substantially the same provisions as contained in this Agreement) and which will be available (taking into account Purchaser's requested decrease) from the Authority to such other Mainland Customer. Each such decrease shall be accomplished by written notice from Purchaser to the Authority which (i) shall be signed also by such other Mainland Customer, (ii) shall specify the amount and effective date of such decrease and the Reserved Capacity or Contract Quantity desired by such other Mainland Customer, (iii) shall express such other Mainland Customer's willingness to enter into such an agreement with the Authority effective as of the specified effective date for such decrease, and (iv) shall be given at least three (3) months in advance of such effective date. The Mainland Project Customer Contract of any Customer other than a South Project Customer shall be amended to the satisfaction of the Authority to provide for an assumption by such Customer of a pro rata share of the Mainland Operating Charges and South Project Debt Service Charges and Mainland Project Debt Service Charges. Such decrease, however, shall not become effective if the Authority and such other Mainland Customer should fail to execute such an agreement by such effective date. The Authority agrees with Purchaser that the Authority shall enter into such an agreement or amendment with such other customer if the latter is willing to do so; provided, however, that if such assuming party is not an existing Mainland Customer, Purchaser shall give the existing Mainland Customers the right of first refusal to assume the decrease in Reserved Capacity and/or Contract Quantity being affected (each Mainland Customer's right of

first refusal with respect to the decrease in Reserved Capacity to be in the same proportion as such Mainland Customer's Reserved Capacity bears to the sum of the Reserved Capacities of all Mainland Customers exercising their rights of first refusal, and each Mainland Customer's right of first refusal with respect to the decrease in Contract Quantity to be in the same proportion as such Mainland Customer's Contract Quantity bears to the sum of the Contract Quantities of all Mainland Customers exercising their rights of first refusal); and provided, further, that the exercise of rights of first refusal shall not be binding on Purchaser unless the Customer(s) exercising same collectively assumes all of the decrease in Reserved Capacity and/or Contract Quantity being effected. Such right of first refusal must be exercised, if at all, within forty-five (45) days after Purchaser notifies the [Authority?] of such proposed decrease. Moreover, so long as any South Project Bonds or Mainland Project Bonds are Outstanding (as that term is defined in Section 12.2 of this Agreement), such decrease shall not have the effect of relieving Purchaser of any liability which it would otherwise have pursuant to Article V contained herein if no such decrease had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by such assuming Customer.

Section 3.5. Effective Date of Decreases. Each decrease in the Reserved Capacity and/or Contract Quantity pursuant to Section 3.4 contained herein shall be effective as of the effective date specified for such decrease, and the new Reserved Capacity and/or Contract Quantity shall remain in effect hereunder until the termination of this Agreement unless increased or further decreased pursuant to the provisions of this Agreement.

ARTICLE IV

Water Delivery, Use, Quality and Measurement

Section 4.1. Point of Delivery. All water delivered by the Authority to Purchaser pursuant to this Agreement shall be delivered at the downstream side of the water meter to be installed at the Point of Delivery to Purchaser.

As between the parties hereto, the Authority shall be in exclusive control and possession of, and solely responsible for, all water deliverable hereunder, including the quality of such water, until the same shall pass through such Point of Delivery, and thereafter Purchaser shall be in exclusive control and possession thereof and solely responsible therefor.

Section 4.2. Use. The Authority recognizes that the water delivered to Purchaser from the Water Plant will be distributed to Purchaser's customers through Purchaser's water distribution

system, and that such system is now or may hereafter be interconnected with the distribution system or systems of one or more of the Mainland Customers. During the term of this Agreement, Purchaser recognizes that the water delivered by the Authority from the Water Plant to Purchaser is not intended for resale by Purchaser. Purchaser agrees that it will not sell water delivered by the Authority from the Water Plant to any third party that intends to resell such water other than under Emergency conditions.

Section 4.3. Quality and Pressure. The Authority agrees to sell and deliver to Purchaser potable water of a quality which meets the minimum federal and state regulatory standards for human consumption, at a pressure not less than thirty (30) pounds per square inch.

Section 4.4. Measurement. The Authority shall furnish, install, operate and maintain at or near the Point of Delivery the necessary equipment and devices of standard type for measuring properly the quantity of water delivered to Purchaser. Such meter or meters or other equipment so installed, including the first meter off of the South Project, shall remain the property of the Authority. Purchaser shall have access to such metering equipment at all reasonable times, but the reading, calibration and adjustment thereof shall be done only by the employees or agents of the Authority. A Purchaser's representative may be present at any reading. For the purposes of this Agreement, the original record or reading of the meter or meters shall be in a journal or other record book of the Authority in which the records of the employees or agents of the Authority who take the readings are or may be transcribed. Upon written request of Purchaser, the Authority will give Purchaser a copy of such journal or record book, or permit Purchaser to have access to the same in the office of the Authority during reasonable business hours, and will retain copies of such records in its files for at least three (3) years and otherwise in accordance with the requirements of the laws of the State of Texas.

Purchaser shall have the right to request in writing that the Authority calibrate the meter or meters measuring water delivered to Purchaser, on any day during normal business hours and with reasonable prior written notice of such request to the Authority, in the presence of a representative of Purchaser, and the parties shall jointly observe any adjustments which are made to the meters in the event any adjustment shall be necessary; provided, however, that if the Authority makes such calibrations more often than once in any one hundred eighty (180) day period, such work shall be done at Purchaser's sole cost and expense. If the check meters hereinafter provided for shall have been installed, the same shall be calibrated by Purchaser in the presence of a representative of the Authority and the parties shall jointly observe any adjustment in the event any adjustment is necessary. If Purchaser shall request in writing that the Authority calibrate its meters and the

Authority shall give Purchaser notice of the time when such calibration is to be made, and if a representative of Purchaser is not present at the time set, the Authority may proceed with calibration and adjustment in the absence of any representative of Purchaser.

Purchaser may, at its option and expense, install and operate a check meter or meters to check each meter installed by the Authority, but the measurement of water for the purposes of this Agreement shall be solely by the Authority's meters, except in the cases hereinafter specifically provided. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, and if any check meter is being used to measure water for billing purposes, the reading, calibration and adjustment thereof shall be by the Authority with like effect as if such check meter or meters had been furnished or installed by the Authority. All such check meters installed by Purchaser shall remain the property of Purchaser and may be removed at any time.

If, upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of ninety (90) days. If for any reason any meter is out of service or in need of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or in need of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (a) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (b) by determining the quantity of water delivered during the preceding period under similar conditions when the meter was registering accurately.

Section 4.5. Rules and Regulations. It is understood and agreed that the Authority has and shall have the sole authority and responsibility for operation of the Mainland Project and the South Project. The Authority may from time to time establish reasonable standards and rules for such operation which are not inconsistent with providing water service to Purchaser in accordance with the other terms and provisions of this Agreement.

ARTICLE V

Charges

Section 5.1. Charges. The parties hereto recognize that because the operation, maintenance and repair expenses of the Mainland Project and the South Project will vary from time to time, it is neither practical nor possible to fix a schedule of specific rates in this Agreement which will control the price paid by Purchaser to the Authority for water delivered throughout the term of this Agreement. The parties recognize, however, that the Authority is not organized for profit and that its rates for water should at all times be the lowest possible rates which are consistent with good business management on the part of the Authority and with the commitment which the Authority must make to its bondholders in order to provide funds with which to construct the Mainland Project and the South Project. Purchaser further recognizes that the raw water supplied to it will be supplied by means of the Authority's Canal Division and Industrial Division, and that the Mainland Division must pay the Industrial Division for such water.

As full and complete payment for its Reserved Capacity and its Contract Quantity from time to time in effect, and the water from time to time hereafter taken and received hereunder, Purchaser shall pay monthly to the Authority, in the manner set forth in Section 6.1 of this Agreement, total charges which shall include (1) its allocated share of the South Project Debt Service Charges; and (2) its allocated share of (a) Mainland Project Debt Service Charges to provide for the payment of the Mainland Project Bonds, (b) Mainland Project Raw Water Charges, to provide for the Industrial Division Payments, including any charges for capital projects, and (c) Mainland Project Operating Charges relating to the operation, maintenance and repair of the Mainland Project.

Section 5.2. Mainland Project. (a) The Authority has constructed the Mainland Project with the proceeds of the Mainland Project Bonds and other funds, and is operating that system to provide water to the Mainland Project Customers under the Mainland Project Customer Contracts in effect on the date of this Agreement. Such contracts make provision for the Authority to serve new customers such as Purchaser through the Mainland Project and require the payment by such new customers of certain costs associated with the Mainland Project. The South Project is a "Special Project Facility" and the South Project Bonds are "Special Project Bonds" as such terms are defined in Section 2.12 of this Agreement.

(b) Ongoing costs of operation and maintenance of the Alta Loma Wells shall be allocated among all of the Mainland Project Customers (except for Galveston), pursuant to Section 5.4(c) contained herein.

(c) The ongoing costs of ownership, operation and maintenance of the Highway 6 Line and the Alta Loma Pump Station and the 39-Inch Line shall be allocated among the South Project Customers (except Galveston and Texas City) pursuant to Section 5.5(c) of this Agreement. The Authority agrees to maintain and operate the Alta Loma Wells, the Alta Loma Pump Station, the Highway 6 Line and the 39-Inch Line so that they will be in good operating condition. Galveston shall not be obligated to pay any of the costs of operating and maintaining the Alta Loma Wells, the Alta Loma Pump Station, the Highway 6 Line or the 39-Inch Line.

Section 5.3. Mainland Project Bonds and Reserve Fund. (a) The resolutions of the Authority which authorized the issuance of the Mainland Project Bonds require the Authority to capitalize and/or accumulate in the Mainland Project Reserve Fund the Mainland Project Reserve Requirement. Such bond resolution also provides that all interest earnings and investment income from the Mainland Project Reserve Fund shall remain in such fund so long as the balance therein is less than the Mainland Project Reserve Requirement. However, whenever the balance therein is at least equal to the Mainland Project Reserve Requirement, all interest earnings and investment income shall be transferred to the interest and sinking fund for the Mainland Project Bonds and shall constitute a credit against Mainland Project Debt Service Payments.

(b) Amounts in the Mainland Project Reserve Fund may be used at any time by the Authority for the following purposes:

(i) To prevent a default in the payment of principal of or interest on the Mainland Project Bonds or to make the final payments thereof; or

(ii) To the extent, but only to the extent, of amounts in the Mainland Project Reserve Fund in excess of seventy-five percent (75%) of the Mainland Project Reserve Requirement:

(A) To make Industrial Division Payments if there is insufficient money for such purpose; or

(B) To pay the cost of any extraordinary repairs to or replacements of the Mainland Project; or

(C) To pay Mainland Project Operating Charges if there is insufficient money for such purpose.

(c) The Authority has also reserved the right in the resolutions authorizing the issuance of the Mainland Project Bonds to issue additional parity bonds, payable from the same source as the Mainland Project Bonds, to finance any additions, extensions or improvements to the Mainland Project, but the Authority has agreed that it will not issue any such additional bonds without the prior written consent of all Customers which then will pay Mainland Project Debt Service Charges.

(d) The Authority has further reserved the right to issue refunding bonds payable from the same source as the Mainland Project Bonds to refinance all or any portion of the Mainland Project Bonds Outstanding, and no consent of any Customer shall be required so long as the issuance of such refunding bonds does not have the effect of increasing Mainland Project Debt Service Charges. If Mainland Project Debt Service Charges would be increased in any two years, however, the Authority shall not issue such refunding bonds without the prior written consent of every Customer for whom there is any increase in Mainland Project Debt Service Charges.

Section 5.4. Description of Mainland Project Charges. On and as of the Commencement Date, the Authority shall charge to Customers receiving water from the Authority through the Mainland Project, and such Customers shall pay to the Authority, on a monthly basis, total Mainland Project Charges equal in the aggregate to the sum of all of the following charges:

(a) Mainland Project Debt Service Charges. Mainland Project Debt Service Charges equal to the sum of the following:

(1) For the purpose of paying current debt service on the Mainland Project Bonds:

(A) One-sixth (1/6th) of interest payments on all Outstanding Mainland Project Bonds due on the next interest payment date; plus

(B) One-twelfth (1/12th) of all principal payments on all Outstanding Mainland Project Bonds due on the next principal payment date, whether payable at maturity or by reason of any optional, mandatory or extraordinary redemption provisions (provided the Authority will not exercise optional redemption provisions without the consent of all Customers then paying Mainland Project Debt Service Charges); plus

(C) One-sixth (1/6th) of all paying agent or trustee fees and similar charges; plus

(D) Arbitrage rebate payments and credit or liquidity fees payable on the next principal and/or interest payment date on the Outstanding Mainland Project Bonds.

(2) For the purpose of assuring the maintenance of the proper balance in the Mainland Project Reserve Fund, an amount sufficient to reimburse the Mainland Project Reserve Fund, within a period of one (1) year, for any amounts withdrawn therefrom for the payment of debt service on the Mainland Project Bonds;

provided, however, that the Customers shall be entitled to a credit against the Mainland Project Debt Service Charges described in part (1) above equal to (i) interest income and investment earnings on the Mainland Project Reserve Fund whenever such fund contains an amount therein at least equal to the Mainland Project Reserve Requirement; (ii) amounts escrowed out of Mainland Project Bond proceeds for the purpose of paying interest on any series of Mainland Project Bonds during the construction of any portion of the Mainland Project; (iii) any other amounts on deposit in the interest and sinking fund for the Mainland Project Bonds and available for the foregoing purposes by reason of any overpayment or because of the deposit of surplus proceeds of the Mainland Project Bonds after completion of any addition to the Mainland Project; and (iv) reduced by any amounts paid to, or reasonably expected to be payable to, the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended.

(b) Raw Water Charges. An amount equal to the Industrial Division Payments to accrue in such month.

(c) Mainland Project Operating Charges. Mainland Project Operating Charges shall be equal to the sum of the following:

(1) One-twelfth (1/12th) of the estimated annual expenses of the operation, maintenance and repair of the Mainland Project, including additions or improvements and overhead, and the cost of repairing and replacing damaged, worn-out or obsolete parts of the Mainland Project, all of which shall be broken down for each of the Components of the Mainland Project based upon the budget more fully described below; plus

- (2) An amount sufficient to reimburse the Mainland Project Reserve Fund, within a period of one (1) year, for any amounts withdrawn therefrom for the purposes described in Section 5.3(b)(ii) of this Agreement.

The Operating Charges described in Section 5.4(c)(i) of this Article are based upon budgets prepared by the Authority which break down Mainland Project Operating Charges for each Component of the Mainland Project, and include an amount sufficient to allow the Authority to maintain up to a three (3) months operating reserve. Such budgets are based on estimates prepared by the Authority. If the payment of Mainland Project Operating Charges by the Customers during any Fiscal Year is more than or less than the amount set out in the Mainland Project Annual Budget for that Fiscal Year, the Authority shall make appropriate adjustments in the budget for the next Fiscal Year to take into account such excess or deficiency. The Authority will use its best efforts to furnish Purchaser with a copy of each Mainland Project Annual Budget three months prior to the effective date of such budget.

Section 5.5. Allocation of Mainland Project Charges. The Mainland Project Debt Service Charges, Industrial Division Payments and the Mainland Project Operating Charges that the Authority is authorized to collect from the Customers shall be allocated among the Customers as follows:

- (a) Mainland Project Debt Service Charges. The Mainland Project Debt Service Charges described in Section 5.4(a)(1) of this Article shall be allocated among the Customers in accordance with the following two-step procedure:

- (1) The Mainland Project Debt Service Charges shall first be allocated among the various Components of the Mainland Project in the same proportion that the acquisition, construction, and engineering cost of each Component financed with proceeds of the Mainland Project Bonds as it bears to the sum of the acquisition, construction, and engineering costs of all of the Components financed with proceeds of the Mainland Project Bonds; and

- (2) The Mainland Project Debt Service Charges allocable to each Component shall next be allocated to each Customer (other than Customers who are not served by such Component or do not hold an interest in such Component or, such as Texas City or Galveston, who have made a capital contribution to finance their proportionate share of the capital cost thereof) in the same proportion that each Customer's Reserved Capacity relative

to the sum of the Reserved Capacities of all Customers to whom Mainland Project Debt Service Charges for such Component are allocated. The only Component attributable to the South Project Customers pursuant to this Section 5.5 shall be the Water Plant.

The Mainland Project Debt Service Charges described in Section 5.4(a)(2) of this Article shall be allocated in the same manner as the Mainland Project Debt Service Charges described in Section 5.4(a)(1) of this Article are allocated except that if any Customer defaults in his payment thereof, such amount shall be reallocated pro rata by the Authority based on the Reserved Capacities of the affected Mainland Project Customers among the remaining non-defaulting Customers, so that the full amount of the Mainland Project Debt Service Charges described in Section 5.4(a)(2) of this Article shall always be paid notwithstanding the failure of any Customer or Customers to pay any portion thereof. Purchaser shall be given a credit for any amounts paid pursuant to this Section 5.5(a) if the defaulting Customer (or a successor in interest to a defaulting Customer) subsequently makes a payment for which it was in default.

(b) Industrial Division Payments. Industrial Division Payments shall be allocated among all Customers based upon their respective Reserved Capacities.

(c) Mainland Project Operating Charges. Mainland Project Operating Charges shall be allocated among all of the Customers as follows:

(1) Mainland Project Operating Charges for the various Components of the Mainland Project shall be allocated as follows:

(A) For the Water Plant (as increased by the South Project), Mainland Project Operating Charges shall be allocated among all Customers based upon their respective Contract Quantities then in effect;

(B) For the North Line, Mainland Project Operating Charges shall be allocated to the Customers based upon their respective Contract Quantities then in effect and being taken through the North Line;

(C) For the Bayshore Distribution System, the Mainland Project Operating Charges shall be allocated among the Bayshore Group based upon their respective Contract Quantities then in effect;

(D) For the League City-Dickinson Interconnect, the Mainland Project Operating Charges shall be allocated to Galveston County Water Control and Improvement District No. 1 ("Dickinson");

(E) The operation and maintenance costs of the Alta Loma Wells shall be allocated to all Mainland Project Customers except Galveston; provided, however, if any Mainland Project Customer or Mainland Project Customers (including Galveston) request the Authority to increase the capacity of the Alta Loma Wells above 15 MGD and the Authority does so, such Mainland Project Customer or Mainland Project Customers shall pay the capital costs of increasing such capacity;

(F) The operating and maintenance costs of the 39-Inch Line, the Highway 6 Line and the Alta Loma Pump Station shall be allocated to the South Project Customers, except Galveston and Texas City, based on their respective Contract Quantities then in effect;

(G) The operating and maintenance costs of the Galveston Line shall be allocated to Galveston; and

(H) The operation and maintenance costs of the South Line shall be allocated to the South Project Customers based upon their respective Contract Quantities then in effect;

provided, however, no Operating Charges for any Component shall be allocated to any Customer to whom service from such Component has not commenced; and provided, further, that if the Mainland Water System becomes inoperable so as to be unable to provide water to any Customer for longer than forty-eight (48) consecutive hours, "Available Funds" (as defined in the next succeeding sentence) shall be used to pay the Mainland Project Operating Charges described in Section 5.4(c) of said Customer Contract which are attributable to said period during which the Mainland Water System is unable to provide water to such Customer. Available Funds shall mean (i) the available Mainland Project operating funds held by the Authority pursuant to this Agreement and the Mainland Customer Contracts in excess of a three (3) month operating reserve; and (ii) funds on deposit in the Mainland Project Reserve Fund in excess of ninety-two percent (92%) of the Mainland Project Reserve Requirement. Under no circumstances will inability to receive water from the Mainland Water System after the Commencement Date relieve any Customer from the obligation to timely pay

the Mainland Project Operating Charges that are attributable to a period during which there are no Available Funds.

(2) Any Mainland Project Operating Charges imposed in order to reimburse the Mainland Project Reserve Fund for amounts withdrawn pursuant to Section 5.3(b)(ii) hereof shall be allocated among all Customers as follows:

(A) Allocations for items described in Section 5.3(b)(ii)(A) and (B) shall be based on the respective Reserved Capacities then in effect.

(B) Allocations for items described in Section 5.3(b)(ii)(C) shall be based on the respective Contract Quantities then in effect.

Section 5.6. South Project Charges. On and as of the Commencement Date, in addition to the Mainland Project Charges established in Section 5.4 of this Article and allocated to Purchaser pursuant to Section 5.5 of this Article, the Authority shall charge to each of the South Project Customers, including Purchaser, and Purchaser shall pay to the Authority, on a monthly basis, its pro rata share (based on Reserved Capacity) of the sum of all of the following charges:

(a) South Project Debt Service Charges. South Project Debt Service Charges equal to the sum of the following:

(1) For the purpose of paying current debt service on the South Project Bonds:

(A) One-sixth (1/6th) of the interest payments on all South Project Bonds then Outstanding which are due and payable on the next interest payment date; plus

(B) One-twelfth (1/12th) of all principal payments on all South Project Bonds which are due and payable on the next principal payment date, whether at stated maturity or by reason of any optional, mandatory or extraordinary redemption provisions (provided, however, that the Authority agrees that it will not exercise optional redemption provisions without the consent of Purchaser); plus

(C) One-sixth (1/6th) of all registrar, paying agent, or trustee fees, arbitrage rebate amounts, credit or liquidity fees and similar charges payable on the next principal and/or interest payment date on the South Project Bonds.

(2) For the purpose of assuring the maintenance of the South Project Reserve Fund Requirement in the South Project Reserve Fund, an amount sufficient to reimburse the South Project Reserve Fund, within a period of one (1) year, for any amounts withdrawn therefrom. At any time when there are insufficient monies on deposit in the South Project Reserve Fund to equal the South Project Reserve Fund Requirement, the Authority shall promptly notify Purchaser and the other South Project Customers as to each South Project Customer's pro rata share of the deficiency (based on the Reserved Capacity of Purchaser to the Reserved Capacity of all South Project Customers) of the Reserve Fund which must be paid to the Authority to restore the South Project Reserve Fund Requirement. If Purchaser is required to make a payment attributable to a defaulting Customer, Authority agrees to credit such amount to Purchaser to the extent it subsequently receives a payment from the defaulting South Project Customer or a successor in interest to the defaulting South Project Customer.

Notwithstanding the aforesaid, Purchaser shall be entitled to a credit against the South Project Debt Service Charges equal to a pro rata share of (i) interest income and investment earnings on the South Project Reserve Fund whenever the South Project Reserve Fund contains an amount therein at least equal to the South Project Reserve Fund Requirement; (ii) amounts escrowed out of South Project Bond proceeds for the purpose of paying interest on any series of South Project Bonds during the construction of any portion of the South Project; and (iii) any other amounts on deposit in the interest and sinking fund for the South Project Bonds and available for the foregoing purposes by reason of any overpayment or because of the deposit of surplus proceeds of South Project Bonds after completion of the South Project; but (iv) reduced by any amounts paid to, or reasonably expected to be payable to the United States under Section 148(f) of the Internal Revenue Code of 1986, as amended.

(b) South Project Operating Charges. The cost of ownership, operation and maintenance of the South Project shall be a Mainland Project Operating Charge.

(c) South Project Debt Service. South Project Debt Service Charges shall be based upon budgets prepared by the Authority. Such budgets shall be based upon estimates made by the Authority. If the payment of South Project Debt Service Charges by Purchaser during any Fiscal Year is more than or less than the amount set out in the annual budget for that Fiscal Year, the Authority shall make appropriate adjustments in the budget for the next Fiscal Year to take into account such excess or deficiency. The Authority will use its best efforts to furnish Purchaser with a copy of each annual budget three (3) months prior to the effective date of such budget.

(d) The Authority shall pay the legal fees and charges and costs incurred in connection with the issuance of the Series 1998 South Project Bonds and the Authority's performance on behalf of Galveston in connection with the four Water Capacity Purchase and Sale Agreements relating to the sale of Galveston's beneficial interest in the Southeast Plant from the proceeds of the Series 1998 Bonds and, if not paid or if incurred when no proceeds are available, the Authority shall be entitled to charge such reasonable amounts to Purchaser as a Mainland Project Operating Charge. The Authority shall provide Purchaser with a detailed summary of such expenses.

(e) South Project Debt Service Charges. The South Project Debt Service Charges described in Section 5.6(a)(1) of this Article shall be allocated among the Customers in accordance with the following two-step procedure:

(1) The South Project Debt Service Charges shall first be allocated among certain Components (including the Galveston Line, the South Line, and the expansion of the capacity of the Water Plant) of the South Project in the same proportion that the acquisition, construction, and engineering cost of each Component financed with proceeds of the South Project Bonds as it bears to the sum of the acquisition, construction, and engineering costs of all of the Components financed with proceeds of the South Project Bonds; and

(2) The South Project Debt Service Charges allocable to each Component named above shall next be allocated to each Customer (other than Customers who are not served by such Component or do not hold an interest in such Component in the same proportion that each Customer's Reserved Capacity relative to the sum of the Reserved Capacities of all Customers to whom South Project Debt Service Charges for such Component are allocated. For purposes of this section, the South Project Debt Service Charges shall be allocated as follows:

(A) For the Water Plant (as increased by the South Project), Mainland Project Operating Charges shall be allocated among all Customers based upon their respective Contract Quantities then in effect;

(B) The operating and maintenance costs of the Galveston Line shall be allocated to Galveston; and

(C) The operation and maintenance costs of the South Line shall be allocated to the South Project Customers based upon their respective Contract Quantities then in effect.

The South Project Debt Service Charges described in Section 5.6(a)(2) of this Article shall be allocated in the same manner as the South Project Debt Service Charges described in Section 5.6(a)(1) of this Article are allocated except that if any Customer defaults in his payment thereof, such amount shall be reallocated pro rata by the Authority based on the Reserved Capacities of the affected South Project Customers among the remaining non-defaulting Customers, so that the full amount of the South Project Debt Service Charges described in Section 5.6(a)(2) of this Article shall always be paid notwithstanding the failure of any Customer or Customers to pay any portion thereof. Purchaser shall be given a credit for any amounts paid pursuant to this Section 5.6(e) if the defaulting Customer (or a successor in interest to a defaulting Customer) subsequently makes a payment for which it was in default.

Section 5.7. Other Matters Related to the South Project. (a) Galveston shall lease to the Authority on or before the Commencement Date for use in the Mainland Project, the Alta Loma Wells, to serve in an Emergency as a backup source of water supply to all of the South Project Customers except for Texas City. Galveston will also convey to the Authority for use in the Mainland Project on or before the Commencement Date, the Alta Loma Pump Station, the 39-Inch Line and the Highway 6 Line. Galveston shall lease the Alta Loma Wells and grant necessary access easements to the Authority for a rental fee of one dollar (\$1.00) per year for a term coterminous with the term of this Agreement or so long as the Authority is supplying water to Galveston, as provided in Article XII. Such easements and lease agreements shall be mutually acceptable to the parties. The Authority shall operate and maintain each of such Components in good condition so that the Authority will be able to supply 15 MGD of potable water to the South Project Customers during the term of this Contract (with 10 MGD being available to Galveston during an Emergency) and shall pay all costs relating thereto. If the Authority ever stops providing water to any South Project Customer through any of the aforesaid Components (except the South Line), Galveston shall have the option (to be exercised by notice in writing to the Authority within six (6) months of the cessation of operation) to repurchase such facilities for one dollar (\$1.00).

(b) Galveston shall pay to the Authority in monthly installments the cost to provide cathodic protection of the 39-Inch Line. The monthly installments shall be the estimated amount for the following month of work and the total amount spent by Galveston shall not exceed \$500,000.00. The Authority and Galveston shall jointly agree to the amount of the monthly installments to be paid.

Such payments shall commence on the first day of the first month succeeding the Commencement Date. The work shall be completed within one year of the Commencement Date. Thereafter, no further payments shall be made by Galveston to operate and maintain such 39-Inch Line.

(c) The Authority shall operate and maintain the League City Line and will make it available for use by the South Project Customers, subject to the rights of League City, during an Emergency and during the term of this Agreement and any renewals thereof.

(d) Galveston may not sell or convey the Alta Loma Wells without the consent of the Authority, so long as this Agreement is in effect, or for so long as the Authority is supplying water to the South Project Customers, except Texas City, during the term of this Agreement, as provided in Article XII. The lease of the Alta Loma Wells shall require the Authority to operate and maintain such facilities during the term of the lease and shall not permit the Authority to sublease such facilities during the term of the lease. Such lease and the access easements shall be in form and substance satisfactory to the Authority and Galveston. Galveston shall designate on or before the Commencement Date which of the Alta Loma Wells shall be leased to the Authority and shall supply evidence satisfactory to the Authority of the ability of such wells to produce 15 MGD of potable water.

Section 5.8. Excess Use. (a) If Purchaser takes water under the term of this Agreement during any Fiscal Year in excess of Purchaser's then existing Contract Quantity (expressed as an average daily amount in gallons per day), Purchaser shall pay, for each one thousand (1,000) gallons, or portion thereof, of such excess, the amount per one thousand (1,000) gallons payable by Purchaser as Mainland Project Operating Charges for its Contract Quantity during that Fiscal Year.

(b) If Purchaser, for any given one hundred eighty (180) day period, takes a quantity of water that when averaged over such period is ten percent (10%) or more greater than Purchaser's Contract Quantity, Purchaser's Contract Quantity shall, at the Authority's option, increase to the amount of water taken over such one hundred eighty (180) day period divided by one hundred eighty (180). Each exercise of such option by the Authority shall be accomplished by giving written notice to Purchaser within forty-five (45) days after the end of such one hundred eighty (180) day period. Such notice shall specify an effective date of the increase that shall be the next day after the date such one hundred eighty (180) day period ended or a date thereafter as specified by the Authority. Each exercise by the Authority of such option shall increase the Contract Quantity on the effective date of the increase, and the new Contract Quantity shall remain in effect hereunder until the termination of this Agreement unless further increased or decreased pursuant to the provisions of this

Agreement. The Authority's failure to exercise such option with respect to any given one hundred eighty (180) day period shall not be deemed a waiver of the right to exercise such option with respect to other one hundred eighty (180) day periods. Periodic extraordinary events such as droughts, leaks, breaks or hurricanes shall not be considered in calculating Contract Quantities and Purchaser's Contract Quantity will not be increased due to water used as a result of extraordinary events such as droughts, leaks, breaks or hurricanes.

Section 5.9. Audits. After the end of each Fiscal Year the Authority will have audits of all receipts and expenditures related to the Mainland Project and the South Project during the last Fiscal Year, prepared by an independent certified public accountant or firm of certified public accountants, not in the regular employ of the Authority, which audits shall be submitted to Purchaser within one hundred fifty (150) days after the end of the Fiscal Year.

Section 5.10. Underwater Bay Line. At Galveston's request, but not more often than two (2) times per year the Authority shall flush Galveston's Underwater Bay Line at the sole cost and expense of Galveston. The Underwater Bay Line may be utilized by the Authority when authorized by Galveston for specific periods of time at any time when Bay Lines are inoperable for any reason to deliver water to Galveston. The Underwater Bay Line shall be operated and maintained by Galveston and the Authority shall not have any responsibility therefor or liability with respect thereto.

Section 5.11. Emergencies. During an Emergency, the South Project Customers (except Texas City) shall have the right to receive water in an amount of 15 MGD from the Alta Loma Wells through the 39-Inch Line and the Alta Loma Pump Station and the Highway 6 Line and the Galveston Line. During an Emergency, the Authority shall not permit the Highway 6 Line to have additional connections if such connections would reduce the ability of the Authority to supply water to Galveston in the amount of 10 MGD and to the remaining South Project Customers no more than 5 MGD in the aggregate.

Section 5.12. Breaks in Lines. The Authority will promptly and reasonably act to repair any leaks or breaks in the water transmission lines which could cause a reduction in water supply to the Point of Delivery. If Purchaser chooses to delay repair of the line to a more convenient time the cost of the lost water will be charged to Purchaser.

ARTICLE VI

Billing and Payment; Defaults and Remedies

Section 6.1. Billing and Payment. The Authority shall bill Purchaser monthly for Mainland Project Debt Service Charges, Raw Water Charges, Mainland Project Operating Charges and South Project Debt Service Charges commencing on the first month in which the Commencement Date occurs and the Authority shall bill Purchaser monthly in advance for all South Project Debt Service Charges, commencing on the last month for which escrowed interest from proceeds of the South Project Bonds or the penalty payments from Contractors are available as a credit. All such billings shall be sent to Purchaser not later than the fifth (5th) day of each month. The amount so billed shall be due and paid by Purchaser by the twenty-fifth (25th) day of the month. All payments hereunder by Purchaser shall be made to the Authority at the address shown for the Authority in Section 11.1 of this Agreement, or at such other address as may have been designated pursuant to Section 11.1 of this Agreement.

Section 6.2. Event of Default. If any bill has not been fully paid within thirty (30) days after the due date, such failure to pay shall constitute an event of default under this Agreement.

Section 6.3. Remedies. If an event of default shall occur and be continuing, the Authority shall have the right to cease delivery of water under this Agreement by giving to Purchaser thirty (30) days advance written notice of the effective date of such cessation. Such cessation, however, shall not be effective if prior to the effective date of cessation Purchaser shall have fully paid such bill and the interest accrued thereon or the Authority has agreed to other arrangements. In addition, the Authority shall have all other rights and remedies afforded by the constitution and laws of the State of Texas, and shall further have the right to terminate all of Purchaser's other rights under this Agreement, including Purchaser's Reserved Capacity and Contract Quantity hereunder, or to sell water to other purchasers for the account of Purchaser, but only after all other remedies have failed. If Purchaser pays any disputed amount, the Authority shall not have any right to terminate any of Purchaser's rights, including, but not limited to, selling of Purchaser's Reserve or Contract Quantity. Payment of a disputed amount shall not affect Purchaser's right to recover the disputed amount. Each overdue bill shall bear interest on the unpaid balance thereof at the rate of ten percent (10%) per annum. If the Authority terminates all of Purchaser's rights under this Agreement, each other Customer not in default shall have the option to acquire any of said rights (in the same proportion as such Customer's Reserved Capacity bears to the sum of the Reserved Capacities of all Customers exercising their options or in such other proportions as the Customers exercising their options may agree), including Purchaser's Reserved Capacity and Contract Quantity hereunder; provided,

however, that any Customer acquiring any terminated rights of Purchaser shall assume and be liable for all of Purchaser's duties, obligations and liabilities attributable to the rights acquired. Customers exercising an option to acquire terminated rights of Purchaser must exercise said option, if at all, within forty-five (45) days after the Authority notifies such Customers of the termination of Purchaser's rights under this Agreement. No termination or reacquisition of any rights of Purchaser shall have the effect of relieving Purchaser of any liability which it would otherwise have had if no such termination or reacquisition had occurred, except to the extent that such liability is offset from time to time by payments actually made to the Authority by Customers acquiring terminated rights of Purchaser (or their successors or assigns). If other Customers do not assume all the defaulting Customer's Reserved Capacity or Contract Quantity and the defaulting Customer fails to pay any amounts due under this Agreement, the remaining total of Reserved Capacities and Contract Quantities of all Customers, exclusive of such amounts, shall be used as the basis for calculating the pro rata shares of the Customers hereunder although such readjustment shall not relieve the defaulting Customer of its liability hereunder.

Section 6.4. Source of Payment. All payments required to be made by Purchaser to the Authority under this Agreement shall be payable from legally available funds received by Purchaser from the ownership and operation of its water system (or its water system as a portion of its combined utility system) (hereinafter, the "Water System"). Payments made to the Authority shall be treated as an operating expense of Purchaser's Water System. Nothing in this Section, however, shall be construed as preventing Purchaser, in its sole discretion, from making any payment due the Authority from sources other than revenues and income of Purchaser's Water System, or from paying its share of the debt service costs on the South Project Bonds from obligations duly and legally issued by Purchaser for such purpose. During the term of this Agreement, so long as the Authority has potable water available from the Water Plant to supply Purchaser in amounts sufficient for Purchaser's needs, or Purchaser shall not obtain potable water from a source other than the Authority except from facilities owned by Purchaser or contracted for on the date hereof, or as otherwise permitted by this Agreement.

ARTICLE VII

Force Majeure

Section 7.1. General. Neither party hereto shall be liable in damages or otherwise suffer any default for any failure to perform, or for delay in performing, its obligations under this Agreement where the same is due to acts of God, fire, storm, flood, hurricanes, drought, war, riot, sabotage, strikes or other differences with labor (whether or not within the power of such party to settle the same), decrees or orders of courts or other governmental authorities, or other similar or dissimilar causes not within the reasonable control of such party and not due to the negligence of such party, while and so long as and to the extent that performance is prevented from such cause (hereinafter sometimes referred to as a "force majeure") and due diligence is being used to resume

performance at the earliest practicable time. The failure in whole or in part of Purchaser to take water under the terms of this Agreement where such is due to the inability of Purchaser to take water for any of the above causes shall be deemed a force majeure applicable to Purchaser, but only in proportion and to the extent that Purchaser's demand, or ability to take water, is reduced thereby.

Section 7.2. The Authority's Water Supply. (a) The Authority represents and warrants that it has adequate water rights to supply the Reserved Capacity of the South Project on the date of this Agreement.

(b) The Authority receives delivery of its supply of water out of the Brazos River and other sources, and such water must be transported over long distances before it is received by the Authority at the Water Plant. It is agreed, therefore, that the event of stoppage or diminution of the water received by the Authority from one or more of its sources of supply, including, but not limited to, the Brazos River Authority (other than by reason of the Authority's failure to make payments due to its suppliers) shall be deemed a force majeure, and that the Authority cannot and does not guarantee constant availability of water hereunder but does agree to use its best efforts to maintain such availability.

(c) It is further agreed that the Authority may, without liability or default, interrupt its service hereunder to make necessary alterations to or repairs in its Canal Division or Industrial Division, but only if such interruption cannot otherwise reasonably be avoided. The Authority shall give reasonable prior notice of any such interruption to Purchaser.

ARTICLE VIII

Operating Advisory Committee

Section 8.1. Creation and Composition. The Authority has created and will maintain during the term of this Agreement a Mainland Division Operating Advisory Committee on which Purchaser will have a representative. Said committee shall be composed of only those representatives so selected, and if any Customer fails to select a representative, said committee shall be deemed fully composed of only the representatives selected by the other Customers.

Section 8.2. Functions. Members of the Committee shall have access at all reasonable times to inspect the books, records, facilities and properties of the Authority pertaining to the Mainland Division and shall receive advance notice of, and be entitled to attend, all meetings of the Authority's Board of Directors. Prior to the execution of any contract by the Authority for the

purchase of an additional water supply for the Mainland Division and prior to the adoption of each annual operating budget for the Mainland Division copies of such instruments shall be supplied to all members of the Committee, and they shall be given a reasonable time to examine each such instrument and to make comments and recommendations to the Board of Directors in regard thereto. The Authority shall solicit the advice and counsel of each member of the Committee in regard to the operation, maintenance, repair, replacement and enlargement of the Mainland Water System and each member shall be given full opportunity from time to time to express his views in regard to all such matters.

Section 8.3. Procedures. In addition to functioning as provided in Section 8.2 of this Article, the members of the Operating Advisory Committee may establish dates for and hold regular periodic meetings, provide for the calling of and hold special meetings, provide for the election of a chairman and other offices, and establish such other procedures for the functioning of the Committee as the members may agree upon. However, members of said Committee shall not receive any compensation from the Authority for their services as members or for expenses incurred by them.

ARTICLE IX

Successors and Assigns

Section 9.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, this Agreement may not be assigned in whole or in part by the Authority, except that the Authority expressly reserves the right to pledge the Mainland Project Debt Service Charges to secure the payment of the Mainland Project Bonds and to pledge the South Project Debt Service Charges to secure the payment of the South Project Bonds; and no assignment hereof, in whole or in part, by Purchaser shall relieve Purchaser of its obligation to make the payments for water as herein provided. Nothing in this Section shall prevent Purchaser from pledging its rights under this Agreement to secure debt.

ARTICLE X

Miscellaneous

Section 10.1. Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the funding, construction, operation and maintenance of the

South Project and the Mainland Project, and there are no oral promises, warranties or representations affecting it.

Section 10.2. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 10.3. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 10.4. Table of Contents, Etc. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part thereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 10.5. Amendment. This Agreement may only be amended by means of an amendment in writing.

Section 10.6. Special Conditions. This document is in the form of a standard contract proposed for the South Project Customers and the Mainland Customers.

ARTICLE XI

Notice

Section 11.1. Addresses. Wherever notice from one party to the other is required or permitted hereunder and no other method is provided, such notice shall be in writing and shall be given by delivery of the same to the other party or by mailing the same by registered mail to the other party at the following address of the other party:

The Authority's Mailing Address:

Gulf Coast Water Authority
3630 Highway 1765
Texas City, Texas 77591
Attention: General Manager

Purchaser's Mailing Address:

City of La Marque, Texas
1111 Bayou
La Marque, Texas 77568
Attention: Carol McLemore, City Manager

or to such other address of the other party as may have been theretofore designated in writing by the other party to the one giving the notice. Notice by mail shall be deemed to have been given as of the date it is received.

ARTICLE XII

Term

Section 12.1. Term. This Contract shall remain in effect from the date set forth above until December 31, 2022 and thereafter until payment in full of the principal, premium, if any, and interest on all Mainland Project Bonds and South Project Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

ARTICLE XIII

Unconditional Commitments

Section 13.1. Payments. Obligation to Pay Debt Service Charges and Raw Water Charges Unconditional. It is understood and acknowledged by Purchaser that the Mainland Project Bonds have been, and the South Project Bonds will be sold to the purchasers thereof and the Authority will exercise options to purchase reserve raw water for the Mainland Project under the Industrial Division Customer Contracts in reliance upon the commitment of Purchaser to make payments of Mainland Project Debt Service Charges, South Project Debt Service Charges and Industrial Division Payments provided by this Agreement. Accordingly, any other provision of this Agreement notwithstanding, Purchaser's obligation to pay Mainland Project Debt Service Charges, South Project Debt Service Charges and Industrial Division Payments shall be absolute and unconditional under any and all circumstances. So long as the Mainland Project Bonds or the South Project Bonds remain Outstanding, Purchaser (i) will not suspend or discontinue any payments of Mainland Project Debt Service Charges, South Project Debt Service Charges or Industrial Division Payments provided herein; and (ii) will not terminate this Agreement or otherwise seek to avoid or to reduce the payment of Mainland Project Debt Service Charges, South Project Debt Service Charges or Industrial Division Payments for any reason, including, without limiting the generality of the

foregoing, failure of any other Customer to perform its obligations under any agreement, failure of the Authority to complete the construction or acquisition of the South Project, failure of the Authority to pay or cause to be paid any costs of the South Project or any acts or circumstances that may constitute failure of consideration, destruction or damage to the Mainland Project and/or the South Project, frustration of purpose, any change in the tax or other laws of the United States of America or the State of Texas, or any political subdivision of either, or any failure of the Authority to perform or observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. It is provided, however, that nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and if the Authority should fail to perform any such agreement, Purchaser may institute such actions against the Authority as it may deem necessary to compel the performance thereof or to restrain or enjoin forbidden acts so long as such shall not result in a reduction of the payment of Mainland Project Debt Service Charges, South Project Debt Service Charges and Industrial Division Payments hereunder.

Section 13.2. Outstanding Bonds. For the purposes of this Agreement, no Mainland Project Bond or South Project Bond shall be deemed to be outstanding after the date:

- (a) of its stated maturity;
- (b) on which it is retired by reason of payment to the holder thereof of the principal thereof and accrued interest thereon; or
- (c) on which, due provision having been made therefor pursuant to the terms of the resolution authorizing its issuance, there has been deposited with the paying agent cash and/or investments designated for such purpose which is sufficient to pay or provide for the timely payment of the principal or redemption price thereof and interest accrued thereon as of the date of maturity or the redemption date of bonds duly called for prior redemption pursuant to the terms of such bond resolution, whichever first occurs.

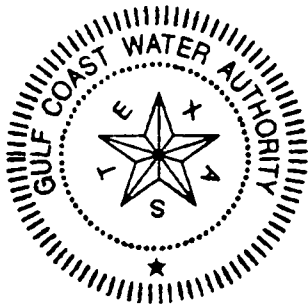
EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

GULF COAST WATER AUTHORITY

By: W. W. Latimer, Jr.
Name: W. W. Latimer, Jr.
Title: President, Board of Directors

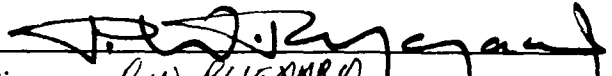
ATTEST:

By: John Knust
Name: John Knust
Title: Secretary-Treasurer, Board of Directors

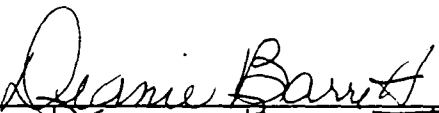


PURCHASER

CITY OF LA MARQUE, TEXAS

By: 
Name: P.W. RYDMARK
Title: MAYOR

ATTEST:

By: 
Name: DEANIE BARRETT
Title: CITY CLERK

Approved as to form:

By: _____
Name: _____
Title: _____

Exhibit A
Description of Reserve Capacities of Mainland Customers

Current Reserve Capacities of Existing Mainland Customers

	<u>Reserve Amount</u>
City of Texas City	8,500,000
Galveston County WCID No. 1	3,500,000
City of La Marque	2,000,000
Houston Lighting and Power	1,625,000
Bacliff MUD	1,000,000
Galveston County WCID No. 12	750,000
San Leon MUD	500,000
Bayview MUD	<u>125,000</u>
	18,000,000

Reserve Capacities of Mainland Customers after Commencement Date

	<u>Reserve Amount</u>
City of Galveston	20,000,000
City of Texas City	8,800,000
Galveston County WCID No. 1	3,500,000
City of La Marque	<u>2,400,000</u>
Houston Lighting and Power	1,625,000
City of Hitchcock	1,500,000
Bacliff MUD	1,000,000
Galveston County WCID No. 8	1,000,000
Galveston County WCID No. 12	750,000
San Leon MUD	500,000
Galveston County MUD No. 12	450,000
Galveston County FWSD No. 6	360,000
Bayview MUD	<u>125,000</u>
	42,010,000

South Project Customers

	<u>Reserve Amount</u>
City of Galveston	20,000,000
City of Hitchcock	1,500,000
Galveston County WCID No. 8	1,000,000
Galveston County WCID No. 12	450,000
City of La Marque	400,000
Galveston County FWSD No. 6	360,000
City of Texas City	<u>300,000</u>
	24,010,000

Exhibit B
Description of Contract Quantities of Mainland Customers

Current Contract Quantities of Existing Mainland Customers

	<u>Contract Quantities</u>
City of Texas City	7,080,000
Galveston County WCID No. 1	2,500,000
City of La Marque	1,650,000
Houston Lighting and Power	1,397,000
Bacliff MUD	550,000
San Leon MUD	500,000
Galveston County WCID No. 12	469,000
Bayview MUD	<u>115,000</u>
	14,261,000

Current Quantities of Mainland Customers after Commencement Date

	<u>Contract Quantities</u>
City of Galveston	15,000,000
City of Texas City	7,330,000
Galveston County WCID No. 1	2,500,000
City of La Marque	1,950,000
Houston Lighting and Power	<u>1,397,000</u>
City of Hitchcock	800,000
Bacliff MUD	550,000
San Leon MUD	500,000
Galveston County WCID No. 12	469,000
Galveston County WCID No. 8	418,000
Galveston County MUD No. 12	212,500
Galveston County FWSD No. 6	172,000
Bayview MUD	<u>115,000</u>
	31,413,500

AMENDMENT TO MAINLAND WATER PROJECT CUSTOMER CONTRACT
(SOUTH PROJECT)

THIS AMENDMENT TO MAINLAND WATER PROJECT CUSTOMER CONTRACT (SOUTH PROJECT) (this "Amendment"), dated the 16th day of June, 2011, is entered into by and between GULF COAST WATER AUTHORITY, a Texas conservation and reclamation district (the "Authority"), and the customers of the Authority signing below on this Amendment (collectively, the "Customers").

WITNESSETH:

RECITALS

WHEREAS, in 1981 the Authority entered into substantially similar contracts and amendments thereto with customers located on the mainland in Galveston County for the purpose of allowing the Authority to acquire, construct and operate a 25 MGD water treatment plant and related water supply system, in order to provide potable water to certain municipalities and others in Galveston County, Texas (the "Mainland Project Customers"), and which contracts provided for the financing and operation and maintenance of the system known and referred to then in those contracts documents as the Authority's "Mainland Project" or "Mainland Division;" and

WHEREAS, in 1988, the City of Galveston and certain other customers (the "South Project Customers") requested, and the Authority agreed, to expand and extend the Mainland Project by: (i) the construction and equipping of a 25 MGD expansion to the capacity of the Mainland Plant and the extension of certain distribution facilities serving the South Project Customers, and (ii) various related distribution facilities serving individual South Project Customers in order to enable the Authority to produce and provide potable water to the South Project Customers in an integrated manner with the Mainland Project Customers served by the Mainland Project (the Mainland Project Customers and the South Project Customers hereafter referred to collectively as the "Customers"); and

WHEREAS, such expansion and extension of the Mainland Project was, and is, known as the "South Project" and the South Project Customers (including certain "Mainland Project" customers who also needed additional water) which purchased potable water from the Mainland Project water treatment plant as a result of the expansions became known as the "South Project Customers" and entered into contracts with the Authority which were substantially the same as the contracts between the Authority and the Mainland Project Customers (all of such contracts, as now amended between the Authority and the Customers being referred to hereinafter as the "Project Contracts"); and

WHEREAS, the Project Contracts provide that certain facilities defined therein (and hereinafter in this Amendment) as the "Alta Loma Wells" are to be leased to the Authority by Galveston, maintained by the Authority and the costs of such maintenance paid for by certain of the Customers; and

WHEREAS, the Authority and all of its Customers have for many years been in agreement that the Alta Loma Wells should not be leased to, or operated and maintained by, the Authority; and

WHEREAS, the Authority has declared that the Alta Loma Wells are no longer needed or useful for the proper operation of the South Project as provided in Section 9.05 of Resolution No. 2011-003 which authorized the issuance of the Authority's bonds related to the South Project or the Mainland Project; and

WHEREAS, the Authority has for several years not operated and maintained the Alta Loma Wells but has collected funds from certain of the Customers for such operation and maintenance which have been accounted for separate and apart from other payments related to the South Project, and accordingly has a surplus of such funds in the currently estimated amount of \$696,888.53 plus accrued interest (the "Surplus Proceeds"); and

WHEREAS, the Authority and the Customers now desire to amend the Project Contracts between the Authority and the Customers to provide that the Authority will not lease the Alta Loma Wells from Galveston, shall not operate or maintain the Alta Loma Wells and shall refund the Surplus Proceeds to the Customers, and in the approximate amounts (not including accrued interest, shown on **Exhibit A** attached hereto; and

NOW THEREFORE, for and in consideration of the mutual premises, covenants, obligations and benefits in this Amendment, the Authority and the Customers agree that the Project Contracts are amended as follows:

Section 1: The lease of the Alta Loma Wells by Galveston to the Authority is hereby terminated and the Alta Loma Wells shall not be part of the "System" as defined in the Project Contracts and shall no longer be operated or maintained by the Authority.

Section 2: The Authority shall refund the Surplus Proceeds to the Customers in the amounts shown on **Exhibit A** attached hereto.

Section 3: The Project Contracts shall remain in full force and effect except as amended by this Amendment.

Section 4: The parties recognize that additional amendments to the Project Contracts are needed to allow Galveston to use the Alta Loma Wells by transporting water from those wells to Galveston's point of delivery and the parties covenant to work in good faith with each other to implement such additional changes.

Section 5: It is hereby found and determined that the Alta Loma Wells are no longer needed or useful for the proper operation of the South Project this Amendment will not have an adverse effect on the security for the Authority's outstanding bonds or other indebtedness related to the Mainland Project or the South Project. This Amendment is not intended, and the parties agree that it shall not be construed, to violate any of the terms of the Authority's outstanding bonds or other indebtedness related to the Mainland Project or the South Project.

Notwithstanding any provision herein to the contrary, the parties agree that if any provision of this Amendment would otherwise be construed to violate any of the terms of the Authority's outstanding bonds or other indebtedness related to the Mainland Project or the South Project, then the parties agree that either (i) they will revise such provision so as to avoid such conflict or (ii) such conflicting provision shall be null and void.

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

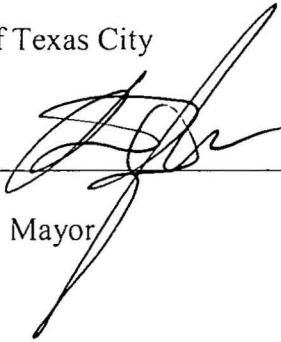
GULF COAST WATER AUTHORITY

By: R.C. Williams
Name: R.C. Williams
Title: President, Board of Directors

ATTEST:

By: Eric Wilson
Name: Eric Wilson
Title: Secretary, Board of Directors

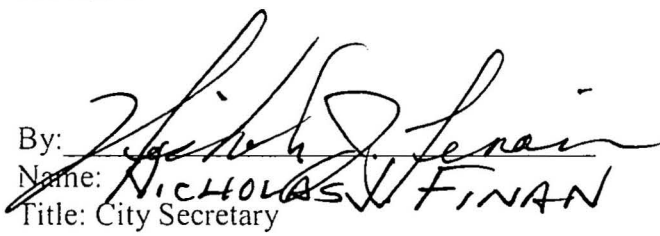
City of Texas City

By: 

Name:

Title: Mayor

ATTEST:

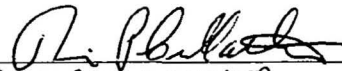
By: 

Name:

NICHOLAS V. FINAN

Title: City Secretary

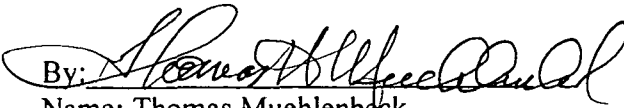
Galveston County FWSD #6
(Tiki Island)

By: 
Name: TIM CULLATHER
Title: President, Board of Directors

ATTEST:

By: 
Name: SHELIA PARSONS
Title: Secretary/Treasurer, Board of Directors

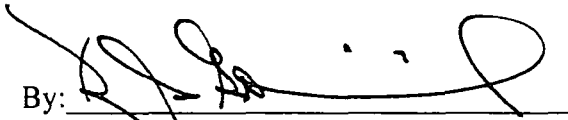
City of Galveston

By: 
Name: Thomas Muehlenbeck
Title: Interim City Manager

APPROVED AS TO FORM


City Attorney

ATTEST:

By: 
Name: Douglas Godinich
Title: City Secretary



City of League City

By: Rich Oller, P.E.

Rich Oller, P.E., Acting City Manager

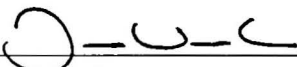
ATTEST:

By: Diana M. Stapp
Name: DIANA M. STAPP
Title: City Secretary

Galveston County WCID #12
(Kemah)

By: 
Name: LINDA MERZ
Title: President, Board of Directors

ATTEST:

By: 
Name: TERESA VAZQUEZ-EVANS
Title: Secretary, Board of Directors

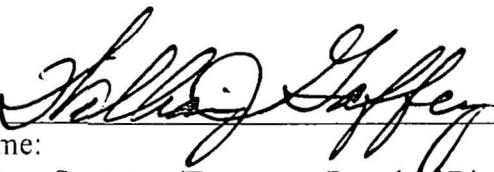
Galveston County WCID # 1
(Dickinson)

By: 

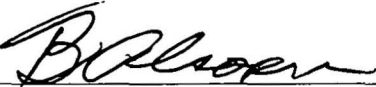
Name:

Title: President, Board of Directors

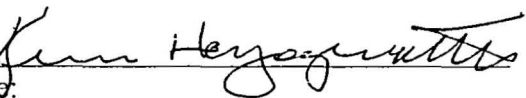
ATTEST:

By: 
Name:
Title: Secretary/Treasurer, Board of Directors

Galveston County MUD # 12
(Bayou Vista)

By: 
Name:
Title: President, Board of Directors

ATTEST:

By: 
Name:
Title: Secretary/Treasurer, Board of Directors

City of LaMarque

By: Bobby Hocking
Name: Bobby Hocking
Title: ~~Interim Mayor~~
Bot

ATTEST:

By: Martha Gillett
Name: Martha Gillett
Title: City Clerk, Interim

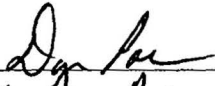
City of Hitchcock

By: Anthony Matranga
Name: Anthony Matranga
Title: Mayor

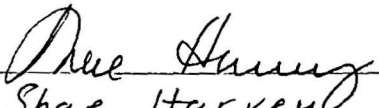
ATTEST:

By: Rose Marie Theiler
Name: Rose Marie Theiler
Title: City Secretary

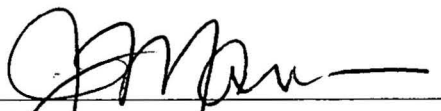
NRG Texas Power LLC

By:  
Name: Don Poe
Title: VP Regional Operations

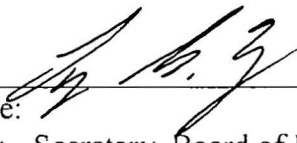
ATTEST:

By: 
Name: Shae Harvey
Title: Senior Counsel

San Leon MUD

By: 
Name: _____
Title: President, Board of Directors

ATTEST:

By: 
Name: _____
Title: Secretary, Board of Directors

Bayview MUD

By: Leonard Loukakis
Name:

Title: President, Board of Directors

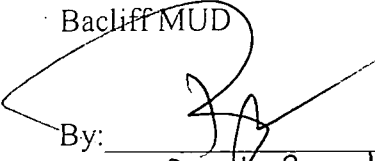
ATTEST:

By: 123

Name:

Title: Secretary, Board of Directors

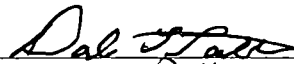
Bacliff MUD

By: 

Name: Brad Bingham

Title: President, Board of Directors

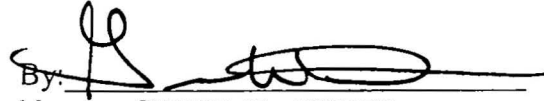
ATTEST:

By: 

Name: Dale L. Patterson

Title: Secretary, Board of Directors

Galveston County WCID # 8
(Santa Fe)

By: 

Name: GERALD W. NORDIN

Title: President, Board of Directors

ATTEST:

By: 

Name: DAVID K. TYNER

Title: Secretary-Treasurer, Board of Directors

Exhibit A

	Distribution of Funds	
	<u>Alta Loma Wells</u>	<u>Alta Loma Pump Station HWY 6</u>
City of Texas City	\$99,273.85	\$0.00
City of La Marque	25,477.43	0.00
Galveston County WCID #1 (Dickinson)	41,505.27	0.00
NRG Texas Power LLC	13,218.76	0.00
Bacliff MUD	8,919.99	0.00
Bayview MUD	2,238.16	0.00
Galveston County WCID #12 (Kemah)	9,817.02	0.00
San Leon MUD	18,475.99	0.00
City of League City	0.00	0.00
City of Galveston	0.00	0.00
City of Hitchcock	196,902.41	31,250.14
Galveston County WCID #8 (Santa Fe)	112,813.55	16,647.14
Galveston County MUD #12 (Bayou Vista)	61,532.11	9,764.86
Galveston County FWSD #6 (Tiki Island)	42,334.00	6,718.77
TOTAL	----- \$632,508.54 =====	----- \$64,380.91 =====

**Gulf Coast Water Authority
Contract Revenue Bonds, Series 2014**

Projects:	Pump Station:	14,800,000	65.78%
	Reservior Gates:	7,700,000	34.22%
		<u>22,500,000</u>	<u>100.00%</u>

Total Usage (mgd) 110.00
LaMarque Usage (mgd) 2.78 2.53%
LaMarque is not participating in the Pump Station Costs

Period Ending	Total Debt Service	Reserve Fund	Capitalized Interest	Net Debt Service	2.527% City of La Marque
12/15/2014	392,764	-	392,764	-	
12/15/2015	2,675,528	-	-	2,675,528	23,140
12/15/2016	2,676,147	-	-	2,676,147	23,146
12/15/2017	2,674,933	-	-	2,674,933	23,135
12/15/2018	2,675,644	-	-	2,675,644	23,141
12/15/2019	2,677,569	-	-	2,677,569	23,158
12/15/2020	2,673,240	-	-	2,673,240	23,121
12/15/2021	2,673,480	-	-	2,673,480	23,123
12/15/2022	2,674,093	-	-	2,674,093	23,128
12/15/2023	2,676,918	-	-	2,676,918	23,152
12/15/2024	2,677,373	-	-	2,677,373	23,156
12/15/2025	2,676,128	-	-	2,676,128	23,146
12/15/2026	2,676,578	2,586,000	-	90,578	783
	32,500,392	2,586,000	392,764	29,521,628	255,329

LaMarque
14%
Contract
South Project

\$ 35,746.06

\$ 3,239.60

LaMarque
86%
Contract
Mainland Water Project

\$ 219,582.94

19,900.40

Total Debt Service

Yearly Payments



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
 Prepared by: Ed Hersh
 Department: Public Works

Agenda item: 8c
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action approving submission of a grant application to H-GAC for surveillance equipment to eliminate solid waste dumping.

☒ X

Attachments for reference

1. Grant application
2. Letter in support (Clean City Commission)

Staff Briefing:

- Proposed grant will fund 6 high tech cameras plus 3 basic cameras to assist with identifying violators of solid waste materials.
- 3 of the cameras are equipped to identify license plates of vehicles of violators.
- The grant committee unanimously recommends to Council to approve pursuing this grant to combat illegal dumping in La Marque.
- Exemplary example of departments' coordinated efforts to meet a significant community goal requested by our citizens and promoted by City Council.

History

- This is the first time La Marque is pursuing this grant from H-GAC
- Mr. Hersh met with the City Manager to discuss the grant process prior to meeting with the City's internal grant review committee
- The City's internal grant review committee met on March 6, 2014 to review this grant proposal

Target Implementation: **September 1, 2014**

Significant Action Dates: **March 25, 2014 grant application is due to H-GAC by noon**

Action:

- | | | | |
|-------------------------------------|--|--------------------------|----------------------|
| ☐ | Ordinance | ☐ | Resolution |
| ☐ | Proclamation | ☐ | Special Presentation |
| ☐ | Finance Report | ☐ | Public Hearing |
| ☒ | X Other - Grant application | | |
| ☒ | X Check box if there is no conflict with City Charter, ordinances, resolutions, or policies. | | |

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



CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to approve submission of a grant application to H-GAC for surveillance equipment to eliminate solid waste dumping.

Fiscal Impact:

- After the first year of the grant, the City will assume the annual cost of the cellular fees for the communication of the cameras to police dispatch and designated staff. This cost is \$684.00 and will be requested in the FY 2014-15 Code Enforcement budget. The City shall also be responsible for maintenance of the equipment.

Applicant Info	Budget	Project Merits and Needs	Local Resources & Commitments	Project Evaluation	Additional Program Information	Regional SWMP	Private Industry	Similar Programs	Notification Signature
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Information

Applicant/Receiving Party:	Department/Division:
City of La Marque	Public Works/Police/Code Enforcement
Primary Project Contact - Authorized Representative:	Project Contact Title:
Ana Tims	Development Services Director
Street Address:	Primary Project Contact's Direct Telephone/Fax:
1111 Bayou Street	409-938-9206 / 409-908-0549
City: State: Zip Code: County:	Email Address:
La Marque Texas 77568 Galveston	a.tims@cityoflamarque.org
Primary Financial Contact - Authorized Representative:	Financial Contact Title:
Suzy Kou	Finance Director
Street Address:	Primary Financial Contact's Direct Telephone/Fax:
1111 Bayou Street	409-938-9205 / 409-877-5020
City: State: Zip Code:	Email Address:
La Marque Texas 77568	financedirector@cityoflamarque.org

Eligible Entities

To be eligible for this grant program you must fit into one of the categories listed below.

City

Which regional priority does this project meet?

Development of new programs or expansion of existing programs to minimize environmental risk and promote safe disposal

Grant/Project Information (Pick ONE Category Only)

Project Title:
 The Dump Stops Here-Prevention of Illegal Dumping
 Which grant category does this program fall under?
 Local Enforcement
 Population Served by Project:
 14,509

Proposed Funding:

Grant Request:

Applicant's Match:

Total Project Amount: \$0

BRIEF Project Description:

Dumping occurs on the grounds of vacant and condemned buildings, ditches and open fields. Cameras will summon police within 30 seconds to the scene better enabling us to catch the violators.

Budget Categories	Funding Request
1. Personnel (Salary)	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Supplies (unit cost of less than \$1,000)	\$0
5. Equipment (unit cost of \$5,000 or more)	\$0
6. Construction	\$0
7. Contractual (other than for Construction)	\$0
8. Other	\$10,134
9. Indirect charges	\$0
TOTAL	\$10,134

1. Personnel (Salary)

Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (% FTE)	# of Months	Salary Request
				%		\$0

Narrative:

2. Fringe Benefits

Please list what is included in your Fringe Benefit Rate.	Fringe Rate (%)	Salary Request	Fringe Request
	%	\$0	\$0

3. Travel

Position	Destination	Purpose	Travel Request
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Narrative:

4. Supplies (Unit cost of less than \$1,000)

Description	Purpose	Supply Request
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Narrative:

5. Equipment (Unit price of \$5,000 or more)

Description	Purpose	Equipment Request
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Narrative:

6. Construction

Description	Purpose	Sub-Contracted	Construction Request
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Narrative:

7. Contractual

Contractor	Purpose	Contractual Request
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Narrative:

8. Other

Type Other	Description	Purpose	Other Request
Postage/Delivery			
Postage/Delivery			
Telephone/Fax	Cellular connection	Direct contact to PD	\$684
Telephone/Fax			
Utilities			
Utilities			
Printing/Reproduction			
Printing/Reproduction			
Advertising/Public Notices			
Advertising/Public Notices			
Signage			
Signage			
Training/Registration Fees			
Training/Registration Fees			
Dues/Membership Fees			
Dues/Membership Fees			
Office Space			
Office Space			
Basic Office Furnishings			
Basic Office Furnishings			
Equipment Rentals			
Equipment Rentals			
Books/Subscriptions			
Books/Subscriptions			
Repair/Maintenance			
Repair/Maintenance			
Legal Services			
Legal Services			
Temporary Services			
Temporary Services			

Narrative:

Cost to connect the camera to police station via cellular phone system

Type Other (Cont.)	Description	Purpose	No. of Units	Other Request
Recycling Bins				
Recycling Bins				
Recycling Bins				
Recycling Bins				
Personal Protective Equip.				

Personal Protective Equip.
 Personal Protective Equip.
 Personal Protective Equip.
 Personal Protective Equip.
 Personal Protective Equip.

Computer Hardware

Computer Hardware

Computer Software

Computer Software

Audio/Visual Equipment

Audio/Visual Equipment

Audio/Visual Equipment

Audio/Visual Equipment

Educational Item

Educational Item

Educational Item

Educational Item

Educational Item

Educational Item

Other Equip. (<\$5,000)	Reconyx SM750 Camera	Capture License Plates	3	\$2,145
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Other Equip. (<\$5,000)

Other Equip. (<\$5,000)	Reconyx SC950C Camera	Cellular Security Camera	3	\$3,960
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Other Equip. (<\$5,000)

Other Equip. (<\$5,000)	No Glo Scouting Camera	Support Security Cameras	6	\$1,254
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Other Equip. (<\$5,000)

Additional Other	Security Enclosure Unit	For Reconyx Cameras	3	\$462
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Additional Other

Additional Other	Battery Box	For No Glo Scouting Cameras	6	\$462
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Additional Other

Additional Other	Hyper Fire Cable Box	For Reconyx System	3	\$495
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Additional Other

Additional Other	Padlock w cut Provision	Security of Cameras	3	\$66
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Additional Other

Additional Other	Lithium AA 12-Pack Batteries	Power for Camera	3	\$222
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Additional Other

Additional Other	8 GB Memory card	For documenting	12	\$384
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Additional Other

Narrative:

The proposed equipment has been recommended by area agencies as the best for identifying violators who dump in unauthorized areas. Each camera has a purpose from identifying the license plate of the vehicle of the offender to taping the offender in action. The support equipment includes batteries, locks, security enclosures and memory cards.

9. Indirect Charges

Identify your indirect rate. Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied.

Indirect Cost
Rate (%)

Indirect Request

Project Merits and Needs: (Up to 40 Points)

Project Title:

The Dump Stops Here-Prevention of Illegal Dumping

Need for Project:

La Marque has been victimized with illegal dumping for too long! Illegal dumping is an eye sore, a detriment to neighborhoods, property values and the image of the City. City Council has made the war against illegal dumping a priority! The City of La Marque Code Enforcement Department has limited personnel to enforce illegal dumping. In addition to her regular duties, the City Marshall assists with code enforcement. The Director of Development Services also assists with enforcement as time allows. We have a part-time person who is dedicated to code enforcement. Due to the lack of staffing, we rarely are able to apprehend the perpetrator who has created the violation. More often than not, we are forced to go after the property owner on whose land the illegal waste has been left on to clean up the debris. Our staff works with the prosecutor to prosecute to the fullest extent of the law. All citations have been issued by one code enforcement officer who has additional work responsibilities for the City. One code enforcement officer doing multiple job duties cannot effectively enforce the laws against illegal dumping. The major problem is we are not catching the actual offenders, rather having to cite the property owner after the dumping has occurred and try to get the owner to clean their property. In many cases, the property owner is an absentee owner or cannot be located. Additional options must be considered including adding surveillance cameras to complement the human factor of enforcement. By using high tech equipment, we will be in a better position to identify the actual offender of the crime. Fines have been assessed in the amount of \$16,164.60. City revenues do not allow the addition of personnel to assist with the enforcement of illegal dumping so our best alternative is to use high surveillance cameras and technology. The proposed equipment will serve our needs, 24/7 and using existing personnel. The equipment will be used year round and rotated from location to location as needed.

Objective:

The elimination of illegal dumping of solid waste in La Marque to deter blight is our objective. As dumping of waste in our community is eradicated, so will crime be reduced. There is a correlation between communities that are well taken care and the lower level of crime. By creating a better environment of our children will enhance a better socio-economic community with shared pride for all. The City has a chronic illegal dumping problem! We have documented sites where violators regularly deposit waste not including sites such as parks, vacant lots or abandoned homes/businesses. Eliminating these sites from dumping will go far in meeting our objectives!

Project Feasibility:

The placement of surveillance cameras in strategic locations to monitor illegal dumping is not only feasible but realistic. The proposed cameras, once someone breaks the sight line, will send a remote message to the Police dispatch within 30 seconds. Immediately a police unit will be summoned to the scene so those participating in illegal dumping will be apprehended. We believe that with cameras located throughout the City, word will spread quickly that illegal dumping will NOT be tolerated in La Marque. The Code Enforcement Officer and police officers will continue responding to illegal dumping complaints and monitor sites. In addition to police dispatch, this officer will receive notification through the remote system. At present, citizens calling City Hall are our primary sources of notification of illegal dumping. Citizens are very quick to call our code enforcement department on dumping, especially if it occurs in their neighborhood.

Outreach and Education:

The Clean City Commission and the Police Department are two significant agencies to reach out to the community to promote anti-illegal dumping and the consequences associated with it. "Lock Your Car" and "Do Not Litter" is a motto used regularly by Police Chief Aragon in his media campaigns. The Chief also uses signage and news articles to get the word to the community. Police officers in the neighborhood watch program also promote the motto to encourage that areas that are clean tend to show that people care about the area and this helps to deter dumping offenses which leads to more serious crimes if left unattended. Our Clean City Commission volunteers go into schools annually to promote the "Do Not Litter" campaign. They have agreed to include the anti dumping campaign on their school visits. The volunteers also are in the process of establishing contacts to speak to civic organizations to encourage their participation in the anti-dumping campaign.

Innovation:

A live camera activation notification system will tremendously increase our chances of catching offenders in the act of dumping. The odds of police officers and code enforcement officers catching offenders in the act of dumping while conducting random patrols are very low whereas an officer who can respond within 60 seconds has an excellent chance to apprehend the violator on the spot! We will use the cameras year round by rotating the cameras to various sites to keep offenders from knowing where the cameras are.

Local Resources and Commitments: (Up to 25 Points)

Ability to Sustain Project:

Based upon our request for surveillance cameras, this is a very sustainable project for the City of La Marque. We are not requesting personnel in the grant application as existing personnel can manage the proposed equipment (installation) and the current police staff both in dispatch and patrol will respond to all calls now and in the future. We are requesting in the grant funds for the cellular connection for the three units (\$228 per unit per year; \$684 for all three units for one year) that will contact authorities when a violator is on the property. Following the first year of completion, the City will assume the financial costs of maintaining the cellular connections. The chairman of the Clean City Commission has indicated that the Commission might fund this cost if the City can-not so the program will remain in operation and pro-active.

Matching Funds or In-Kind Services:

The City of La Marque will provide in-kind services by providing current staffing to install the equipment as needed. Current staff (police) will respond to calls generated by the surveillance cameras and between the police and current code enforcement officer they will follow up on the surveillance videos tracking the offenders and citing them for violation of the law. While the amount of time the police department provides on the calls from the camera and officers responding to calls is unknown and the same for Public Works in setting up the cameras, we can say that code enforcement will provide 1 p/t person (22 hrs./wk.), 1 f/t person (12 hrs./wk.), and 1 f/t person (8 hrs./wk.). This amounts to \$55,211 including benefits. The Code Enforcement Department is budgeted \$70,000 for clean up of illegally dumped waste for \$125,211 from the City in-kind. We do know that it costs the Public Works Department approximately \$33,930.00 per year to clean up dump sites.

Partnerships:

This project is a collaboration of several departments within the City of La Marque. Public Works will assist with the installation of the surveillance units, Police will receive the calls from the cameras and respond to the sites along with Code Enforcement. Code Enforcement will be involved with the tracking of violators who are not caught on location. The municipal court will be involved with the prosecution of offenders so the majority of employees will be involved in making this happen

Supporting Documentation:

Project Evaluation: (Up to 25 Points)

Economic Viability:

The La Marque Public Works Department spends on the average 2.5 days a month cleaning up areas that have been illegally dumped up. This requires a three man crew with a gradall, dump truck and a crew cab. The annual cost for personnel and equipment to perform this work annually is a minimum of \$33,930.00.

Cost Per Impacted Capita:

\$0.69

We are requesting \$9,997.00 in grant assistance to fight and win the war against illegal dumping. La Marque's population is 14,509 so this equates to a \$0.69 per capita.

Anticipated Effectiveness:

Our current rate of effectiveness is catching violators of illegal dumping is less than 5%. This is due to the fact that without surveillance equipment and adequate staffing to directly patrol and stakeout chronic dumping areas we cannot catch the violators in action. We believe that once the cameras are located in the prime areas that have been violated, word will quickly spread that the City is serious and is pro active in eliminating illegal dumping and prosecuting violators. Within the first year of the programs, we anticipate catching 50% of the violators in action and another 25% as a direct result of tracking them through the license plate identifying camera. As the word circulates in the community we believe that violators will quickly get the message and illegal dumping will be reduced, hopefully to zero!

Measures of Success:

While our goal is to completely eradicate illegal dumping in the City of La Marque, we will measure the success of the grant program as the number of times (2.5) per month for cleaning up the illegal dumping is reduced. Anything less than 2.5 clean ups per month is an indicator that we are on tract to reducing illegal dumping. We believe that with the implementation of surveillance cameras word will quickly spread once the first few dumpers are caught and fined that illegal dumping will end or at least be well curtailed.

Staff

Are enforcement staff certified peace officers?

Yes

How many employees are in the environmental enforcement program?

1 P/T; 1 F/T-30%; 1 F/T-20%

Equipment

If you are requesting funds to purchase equipment, what will the equipment be used for?

The proposed equipment will be used 100% of the time year round for tracking and prosecuting those who illegally dump solid waste on grounds not intended for dumping. The cameras have multiple functions which include taking a picture of the violator's vehicle license plate and of the violator in the act of performing the offense. The equipment has the ability to send an immediate message to the police dispatch and designated personnel once the camera has been triggered. This will alert the police to send an officer to the scene hopefully in time to catch the perpetrator.

How often will the equipment be used?

The equipment will be used year round

Do you have adequate space to store the equipment?

Yes

Will the equipment be used for solid waste purposes 100% of the time?

Yes

If not, what is the percentage of time it will be used for solid waste purposes?

Existing Programs

Is this an existing program?

No

Date of inception

Have you received past grant funding for your local environmental enforcement program?

No

If you answered yes to the above question, describe how funding is improving or supporting the program.

Prosecution

Are cases handled civilly, criminally, or both?

Criminally

Do you have the support of your management and elected officials to adequately prosecute offenders? Describe.

Yes, La Marque has prosecuted offenders to the full extent of the law and will continue to do so. The Mayor, City Council and City Manager are firmly in support of eradicating the illegal dumping in our city. Donations from citizens has funded the Clean City Commission to promote beautification while eliminating littering and illegal dumping. Two Saturdays per month we use community service workers to go throughout the City picking up litter.

Training

If staff will require training have you planned for this in your budget or otherwise?

Any training needed will be accommodated in budget

Educational Component

What educational items will you be purchasing?

N/A

What is the specific purpose and message of the education items?

N/A

Describe your distribution plan of the items?

N/A

CONSISTENCY WITH REGIONAL SOLID WASTE MANAGEMENT PLAN

Evaluation of Consistency with Regional Solid Waste Management Plan:

Is proposed project consistent with H-GAC's regional plan?

YES, our plan is consistent with H-GAC's regional plan. In Section II-Regional Plan, A-Regional Goal Objective 1D-H-GAC's support for regional and local efforts to identify area with littering and illegal dumping. This is exactly what our proposal is going to do-eliminate illegal dumping!

PRIVATE INDUSTRY NOTIFICATION

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service. *FOR PROJECT TYPES LISTED, THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING*

This section is applicable only to the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. If the proposed project provides a service, in the spaces below, list all known private service providers in the affected geographic area known to provide a similar or related service and summary your discussion with the providers. You must comply with the notification requirements. Please attach additional pages if needed.

Private Service Providers Contacted	Name and Position	Date Notified	Method of Contact
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Summaries of Discussions with Private Industry

We are not aware of any businesses in the private sector in our area that does surveillance of specific areas for illegal dumping.

SIMILAR PROGRAMS

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
Walker County	Robert Knight	02-26-2014	Discussed types of equipment to use
Ft. Bend Cty Health Dept	Troy Scalco	02-26-2014	Discussed types of equipment to use
HPD Environmental Unit	Stephen Dicker	02-25-2014	Discussed types of equipment to use

Signature

✓ By checking this box, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.

Name:

Title:

Date Signed:

02-27-2014

March 17, 2014

Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777

Dear Solid Waste Grant Committee,

The La Marque Clean City Commission would like to endorse the Solid Waste Grant to purchase surveillance cameras, to apprehend violators of illegal dumping. The Clean City Commission is dedicated to eliminating the litter and trash that plague our community. Illegal dumping has been and continues to be a constant problem facing our city.

La Marque has aging sections of our city which tend to attract illegal dumping. Areas with an abandoned building seem prime targets for those wishing to dispose of unwanted construction materials, tires, and trash. Under the cover of darkness, on a dead end or less traveled road, these violators like thieves discard their outcast garbage to mar and blight our community. Unfortunately, conditions are favorable for the perpetrators to commit these heinous crimes without facing the risk of prosecution.

Our Police department does an outstanding job of patrolling our streets, but they cannot be everywhere. The use of surveillance cameras would be a valuable tool in the detection and apprehension of these criminals. The cameras would be used as an ongoing program in conjunction with the Clean City Commission, neighborhood watch groups, and the Police department to insure that our city rids itself of illegal dumping.

On behalf of the La Marque Clean City Commission, I respectfully request the approval of the Solid Waste Grant to purchase surveillance cameras to help protect and keep La Marque a clean city and a shining example as the "Gateway to the Gulf".



David G. Pennington
Chairman, La Marque Clean City Commission



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
 Prepared by: Ana Tims
 Department: Development Services

Agenda item: 8d
 Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid #LM 02-14 to Mike's Tree Services for demolition of substandard structures in the amount of \$98,000.00. **THIS ITEM WAS TABLED FROM COUNCIL MEETING HELD MARCH 10, 2014.**

☒ Attachments for reference

1. Bid Tabulation
2. Mike's Tree Services Bid LM02-14
3. Crowder Gulf Bid LM 02-14
4. Pre-Bid Meeting sign in sheet

Staff Briefing:

- Only 2 bids were received by the February 21, 2014 at 10:00 a.m. deadline for submission.
- Ana Tims-Building Official, Robin Eldridge, City Clerk, Mayor and Building Standards Commission members Louis McGaffey and Deannie Barrett attended the bid opening immediately following the deadline.
- Both bids received were determined responsible and qualified.
- Due to the high cost to demolish Delmar (old School), this item will be presented to City Council at a future meeting, depending on action at the next Building Standards Commission meeting.

History:

- Over the most current two (2) budget years, Building Standards Commission has ordered the demolition of several substandard structures within La Marque.
- City Council increased the current fiscal year budget for demolition on an increased number of properties to reduce the blight throughout the community.
- March 10, 2014 -Tabled at the City Council Meeting, due to an error in calculation by one of the bidders

Target Implementation:

Property Address	Cost	Target Implementation Date
1024 Maple	\$5,800.00	7-Apr-14
2607 S. Houston Dr.	\$4,900.00	7-Apr-14
3042 Cedar (Pool Only)	\$1,500.00	7-Apr-14
111 Brown	\$4,500.00	7-Apr-14
1909 Kansas	\$5,800.00	21-Apr-14
2012 Bellview	\$4,250.00	21-Apr-14
1802 Nashby	\$3,800.00	21-Apr-14
2410 Oaklawn	\$4,000.00	21-Apr-14
3721 McKinney Ext	\$4,900.00	5-May-14
2613 Stonewall	\$3,800.00	5-May-14
1303 Rhodora	\$5,500.00	5-May-14
13 Richards Ct (Shed only)	\$1,000.00	14-Jun-14



CITY COUNCIL AGENDA FORM

424 Beech	\$5,250.00	14-Jun-14
2913 Woodland	\$6,800.00	14-Jun-14
403 Walnut	\$4,500.00	28-Jun-14
2203 FM 1765	\$7,800.00	28-Jun-14
421 Avenue B	\$4,800.00	28-Jun-14
508 Bluebonnet	\$5,800.00	28-Jun-14
2402 4th Street	\$4,800.00	28-Jun-14
2516 Bellview	\$1,500.00	28-Jun-14
4106 Prairie	\$7,000.00	28-Jun-14
Total	\$98,000.00	

Significant Action Dates:

- **February 1, 2014**- Publication of invitation to bid was published in the Galveston Daily News
- **February 11, 2014**- Publication of invitation to bid was published in the Galveston Daily News; invitations to bid were sent out electronically and via U.S. Post mail
- **February 18, 2014**- Mandatory Pre-Bid Conference was held in the conference room.
- **February 21, 2014**- Public Bid Opening
- **March 10, 2014**- Tabled at the City Council Meeting due to an error in calculations from one of the bidders.

Action:

- | | |
|--|---|
| ☐ Ordinance
☐ Proclamation
☐ Finance Report
☐ Other – Award of Formal Bid
☒ Check box if there is no conflict with City Charter, ordinances, resolutions, or policies. | ☐ Resolution
☐ Special Presentation
☐ Public Hearing |
|--|---|

Cost Details:	
Budgeted	\$100,000.00
Actual Bid	\$213,550.00
Estimated Expenditure	\$98,000.00
Acct. Name	Building Demolition & Lot Clearing
Line Items #	03-6092-01
Other Funding	N/A

Staff's Recommendation: Motion to award Bid #LM 02-14 to Mike's Tree Services for demolition of substandard structures in the amount of \$98,000.00.

Fiscal Impact:

The award of this demolition and clearing bid will allow us to demolish structures on 21 different parcels that will cause a positive impact in the reduction of blight in our city. This may have an impact on the development community in regards to creating a more appealing neighborhood for our residents and visitors.

Address	Crowder Gulf	Nunn Excavation	Mike's Tree Service	Cherry Demolition	JTB Demolition	Kennedy Demolition
1024 Maple	10,860.00	No Bid	5,800.00	No Bid	No Bid	No Bid
111 Brown	16,630.00	No Bid	4,500.00	No Bid	No Bid	No Bid
1909 Kansas	10,640.00	No Bid	5,800.00	No Bid	No Bid	No Bid
1802 Nashby	11,640.00	No Bid	3,800.00	No Bid	No Bid	No Bid
2410 Oaklawn	19,040.00	No Bid	4,000.00	No Bid	No Bid	No Bid
2607 S. Houston Dr.	25,200.00	No Bid	4,900.00	No Bid	No Bid	No Bid
3721 McKinney	12,320.00	No Bid	4,900.00	No Bid	No Bid	No Bid
2613 Stonewall	14,330.00	No Bid	3,800.00	No Bid	No Bid	No Bid
13 Richards Court	1,080.00	No Bid	1,000.00	No Bid	No Bid	No Bid
424 Beech	15,310.00	No Bid	5,250.00	No Bid	No Bid	No Bid
403 Walnut	11,100.00	No Bid	4,500.00	No Bid	No Bid	No Bid
3042 Cedar (pool)	2,800.00	No Bid	1,500.00	No Bid	No Bid	No Bid
1101 Delmar-school	642,500.00	No Bid	95,000.00	No Bid	No Bid	No Bid
2203 FM 1765	28,650.00	No Bid	7,800.00	No Bid	No Bid	No Bid
2009 Bellview	8,280.00	No Bid	3,750.00	No Bid	No Bid	No Bid
2011 Bellview	10,080.00	No Bid	3,750.00	No Bid	No Bid	No Bid
2012 Bellview	14,100.00	No Bid	4,250.00	No Bid	No Bid	No Bid
2013 Bellview	14,000.00	No Bid	3,800.00	No Bid	No Bid	No Bid
421 Avenue B	14,000.00	No Bid	4,800.00	No Bid	No Bid	No Bid
1303 Rhodora	18,550.00	No Bid	5,500.00	No Bid	No Bid	No Bid
4106 Prairie	13,300.00	No Bid	7,000.00	No Bid	No Bid	No Bid
4206 Kirby	22,100.00	No Bid	9,250.00	No Bid	No Bid	No Bid
2913 Woodland	26,400.00	No Bid	6,800.00	No Bid	No Bid	No Bid
508 Bluebonnet	23,870.00	No Bid	5,800.00	No Bid	No Bid	No Bid
2516 Bellview	5,300.00	No Bid	1,500.00	No Bid	No Bid	No Bid
2402 4th Avenue	7,800.00	No Bid	4,800.00	No Bid	No Bid	No Bid

INVITATION TO BID

Sealed bids will be accepted for the following bid invitation until 10:00am on Friday, February 21, 2014 at which time all bids will be publicly opened and read for:

LM 02-14 Demolition and Clearing Services

Bids should be submitted in duplicate on the proposal forms provided and enclosed in a sealed envelope and plainly marked on the outside of the envelope which clearly identifies it as being a bid. (ex: "BID ENCLOSED – LM 02-14"). **Bids must be addressed to:**

City of La Marque
Administrative Office
Attn: City Clerk
1111 Bayou Rd.
La Marque, TX 77568

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

A **Mandatory Pre-Bid conference** for prospective bidders, suppliers, will be held on Tuesday, February 18, 2014 at 10:00am at the City Hall Conference Room, 1111 Bayou Road, La Marque, Texas in accordance with the Terms and Conditions paragraph 17. **No bid will be accepted by the City of La Marque if Bidder fails to attend the Mandatory Pre-Bid Conference.**

Please direct any questions regarding this bid or bid documents to: Ana Tims, Building Official at 409-938-9206 or a.tims@ci.la-marque.tx.us.



TERMS AND CONDITIONS

LM 02-14

Demolition and Clearing Services

1. Specifications and bidding documents may be secured from the Public Works Facility, 1500 Municipal Drive. La Marque, Texas 77568 or by contacting Cyndi Efird at 409-938-9280 or c.efird@ci.la-marque.tx.us.
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidders observations with this bid packet.
4. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
5. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
 - B. It is received after the advertised closing date and time for receipt of bids.
 - C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
 - E. A representative from the company is not present during the Mandatory Pre-Bid Conference.
6. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
7. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.

8. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
9. No payment will be made to the contractor until all material and work is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
10. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable explanation.
11. A catalog, brand name or manufacturer's referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
12. **CONTRACT TERM:** This contract will expire on **September 30, 2014**. All work should be completed prior to the expiration date.
13. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, et. Seq. (1973).
14. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
15. Bids received after the closing time will be returned unopened.
16. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1111 Bayou Road, La Marque, Texas 77568 or other designated site.
17. A **Mandatory Pre-Bid Conference** between the Building Official and Prospective Bidders will be held to make certain that the scope of this work is fully understood and to answer any questions concerning the work. No Addenda will be issued at the meeting, but subsequent thereto, if necessary to clarify any questions and addendum will be issued. The **Mandatory Pre-Bid Conference** will be held on **Thursday, February 18, 2014** at 10:00am local time at the City Hall Conference Room, 1111 Bayou Road, La Marque, Texas 77568. No bid will be accepted by the City of La Marque if Bidder fails to attend the **Mandatory Pre-Bid Conference**.
18. All contractors must be registered with the City prior to submitting a bid.

PRICE REVISION CLAUSE:

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

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

INCREASES:

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

DECREASES:

If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidders source of supply during the term of the contract to lower the City's price for such item or items.

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

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

**SPECIFICATIONS
LM 02-14
DEMOLITION AND CLEARING SERVICES**

LOCATIONS

1.	Property Address:	1024 Maple, La Marque, TX 77568
	Legal Description:	ABST 150 PAGE 2 PT OF LOT 5 (5-18) HIGHLAND CITY (R197246)
2.	Property Address:	111 Brown, La Marque, TX 77568
	Legal Description:	ABST 150 PAGE 1 LOT 12 BROWNS SUB (R195391)
3.	Property Address:	1909 Kansas, La Marque, TX 77568
	Legal Description:	ABST 150 PAGE 1 LOTS 30 THRU 33 (30-10 BLK 10 MENTOR & BELL (R198837)
4.	Property Address:	1802 Nashby, La Marque, TX 77568
	Legal Description:	ABST 150 PAGE 1 LOTS 46 THRU 48 (46-1) BJ STRODE SUB (R199888)
5.	Property Address:	2410 Oaklawn, La Marque, TX 77568
	Legal Description:	ABST 150 PAGE 4 LOT 6 & E PT OF LOT (6-1) OAKLAWN SUB (R199057)
6.	Property Address:	2607 S. Houston Dr., La Marque, TX 77568
	Legal Description:	ABST 150 PAGE 4 LOT 10 BLK 18 THE HIGHLANDS (R197689)

Property		
7.	Address:	3721 McKinney, La Marque, TX 77568
Legal		
	Description:	ABST 2 PAGE 6 TR B (0-2) HALLS SUPER HIGHWAY ADDN (R132709)
Property		
8.	Address:	2613 Stonewall, La Marque, TX 77568
Legal		
	Description:	ABST 150 PAGE 1 LOT 18 A R BROWN SUB (R195373)
Property		
9.	Address:	13 Richards Ct. (accessory unit only), La Marque, TX 77568
Legal		
	Description:	ABST 150 PAGE 1 LOT 13 RICHARD TAYLOR SUB REPLAT (R199260)
Property		
10.	Address:	424 Beech, La Marque, TX 77568
Legal		
	Description:	ABST 150 PAGE 8 LOT 9 & W 1/2 OF LOT (9-1) BLK 9 DIV N COOK & STEWART SUB (R19624)
Property		
11.	Address:	403 Walnut, La Marque, TX 77658
Legal		
	Description:	ABST 150 PAGE 8 LOT 3 & W PT OF LOT 2 (3-1) BLK 9 DIV N COOK & STEWART SUB (R196119)
Property		
12.	Address:	3042 Cedar, (Swimming Pool only), La Marque, TX 77568
Legal		
	Description:	ABST 2 PAGE 9 LOT 11 BLK 2 WESTWARD SUB (R134915)
Property		
13.	Address:	1101 Delmar, La Marque, TX 77568 "Old School"
Legal		
	Description:	ABST 150 J D MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN (R197284)

14.	Property	
	Address:	2203 FM 1764, La Marque, TX 77568
	Legal	ABST 150 PAGE 1 MIDDLE 50 FT OF LOTS 1 & 2 & n 25 FT OF LOTS 3 (1-2)
	Description:	BLK 4 EDGARS ADDN (R196763)
15.	Property	
	Address:	2009 Bellview, La Marque, TX 77568
	Legal	ABST 150 PAGE 1 LOT 39 BLK 11 MENTOR & BELL (R19884)
	Description:	
16.	Property	
	Address:	2011 Bellview, La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 1 LOT 40 BLK 11 MENTOR & BELL (R198885)
17.	Property	
	Address:	2012 Bellview, La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 1 LOT 16 BLK 11 MENTOR & BELL (R198864)
18.	Property	
	Address:	2013 Bellviw, La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 1 LOT 41 BLK 11 MENTOR & BELL (R198886)
19.	Property	
	Address:	421 Ave "B", La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 2 LOTS 24 THRU 26 (24-1) BLK 6 BOGATOS ADDN (R195161)
20.	Property	
	Address:	1303 Rhodora, La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 5 LOT 1 LAMAR ADDN (R198239)

21.	Property	
	Address:	4106 Prairie, La Marque, TX 77568
	Legal	
	Description:	ABST 2 PAGE 8 & 9 LOT 4 AMBURN SUB SEC 2 (R131717)
22.	Property	
	Address:	4206 Kirby, La Marque, TX 77568
	Legal	
	Description:	ABST 2 PAGE 5 LOTS 1 THRU 3 (2-1) AMBURN SUB (R374856)
23.	Property	
	Address:	2913 Woodland, La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 7 LOT 11 TARPEY SUB (R199943)
24.	Property	
	Address:	508 Bluebonnet, La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 2 LOT 28 7 E 1/2 OF LOT 29 (28-1) BLK C INTER CITY PLACE (R19799)
25.	Property	
	Address:	2516 Bellview, La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 1 LOT 5 BLK 11 MENTOR & BELL (198854)
26.	Property	
	Address:	2402 4th Avenue, La Marque, TX 77568
	Legal	
	Description:	ABST 150 PAGE 8 LOT 1 & E PT OF LOT 2 (1-1) BLK 9 DIV N. COOK & STEWART SUB (R196218)

SCOPE OF WORK AND SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, supervision and waste and hazardous materials disposal fees and incidentals for the demolition and clearing of the residential properties listed. It is the contractor's responsibility to follow all City, State and Federal Guidelines in regards to hazardous materials, such as, but not limited to, lead based paint or asbestos that maybe present in these structures. All work shall be performed in accordance with all Local, State and Federal regulations in addition to the following:

- a. Obtain all necessary permits (fee will be waived)
- b. Disconnect all utility services to structures; including but not limited to capping the water line at the property line by a licensed plumber.
- c. Demolish and remove all structures and foundation
- d. Remove: All trash/debris/rubbish/tree limbs from the property
 All vehicles/boats/trailers form property
 Mailbox from the property
 If needed mow all grass
- e. As needed, build up lot with fill dirt particularly where/if structures are removed
- f. Grade lot smooth for mowing and proper drainage
- g. Conduct asbestos inspections and abatements as required per Texas Department of State Health Services.

2. BID BOND

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

Bid Security

- 6.1 Bid Security shall be made payable to Owner, in amount of five (5%) percent of the Bidder's maximum Bid price and in the form of a certified of bank check or a Bid Bond issued by a Surety meeting the requirements of Paragraph 5.02 of the General Conditions.
- 6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

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

PERFORMANCE BOND

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

KNOW ALL MEN BY THESE PRESENTS:

That _____,

Hereinafter called Principal, and

Hereinafter called Surety, are held and firmly bound unto the City of La Marque hereinafter called Owner, in the full and just sum of

_____ Dollars, (\$_____)

good and lawful money of the United States of America for the payment of which well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement dated 2/21/14, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the drawings, and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of contract, or to the work performed thereunder, or the specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 21 day of FEB, 2014.

PRINCIPAL:

By _____

Title _____

Address _____

SURETY:

By Mike Rosalez

Title owner

Address Po Box 2252 Gresham, OR 97030

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

CERTIFICATE AS TO _____ PRINCIPAL

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

_____(Corporate Seal)

PAYMENT BOND

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

KNOW ALL MEN BY THESE PRESENTS:

That _____,
hereinafter called Principal, and

_____,
Hereinafter called Surety, are held and firmly bound unto the City of La Marque hereinafter
called Owner, in the full and just sum of

_____ Dollars, (\$_____)
Good and lawful money of the United States of America for the payment of which well and truly
to be made, the said Principal and Surety hereby jointly and severally bind ourselves, heirs,
executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement
dated _____, to which contract is hereby referred to and made a part
hereof as fully and the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the
prosecution of the work provided for in said contract, then, this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253
of the Texas Government Code as amended and all liabilities on this bond shall be determined
in accordance with the provisions of said Chapter to the same extent as if it were copied at
length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract, or to the work performed thereunder or the specifications
or drawings accompanying the same, shall in any way affect its obligation on this bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract, or to the work to be performed thereunder.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and surely have signed and sealed this instrument this _____ day of _____, 20 ____.

PRINCIPAL:

By _____

Title _____

Address _____

SURETY:

By _____

Title _____

Address _____

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

CERTIFICATE AS TO _____ PRINCIPAL

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

_____ (Corporate Seal)

BID SUMMARY
LM 02-14
DEMOLITION AND CLEARING SERVICES

DESCRIPTION	TOTAL COST
1).1024 Maple	5,800. ⁰⁰
2).111 Brown	4,500. ⁰⁰
3).1909 Kansas	5,800. ⁰⁰
4).1802 Nashby	3,800. ⁰⁰
5).2410 Oaklawn	4,000. ⁰⁰
6).2607 S. Houston Dr.	4,900. ⁰⁰
7).3721 McKinney	4,900. ⁰⁰
8).2613 Stonewall	3,800. ⁰⁰
9).13 Richards Ct. (accessory unit only)	1,000. ⁰⁰
10).424 Beech	5,250. ⁰⁰
11).403 Walnut	4,500. ⁰⁰
12).3042 Cedar Dr. (Swimming pool)	1,500. ⁰⁰
13).1101 Delmar (Old Lamar School)	95,000. ⁰⁰
14).2203 FM1765	7,800. ⁰⁰
15).2009 Bellview	3,750. ⁰⁰
16).2011 Bellview	3,750. ⁰⁰
17).2012 Bellview	4,250. ⁰⁰
18).2013 Bellview	3,800. ⁰⁰
19).421 Ave "B"	4,800. ⁰⁰
20).1303 Rhodora	5,500. ⁰⁰
21).4106 Prairie	7,000. ⁰⁰
22).4206 Kirby	9,250. ⁰⁰
23).2913 Woodland	6,800. ⁰⁰
24).508 Bluebonnet	5,800. ⁰⁰
25).2516 Bellview	1,500. ⁰⁰
26).2402 4 th Ave	4,800. ⁰⁰

SIGNATURE PAGE
LM 02-14
Demolition and Clearing Services

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

Total amount of Bid: \$ 213,550.00

Mike's Tree Service
Company Name

[Signature]
Signature

Miguel A. Ramirez Owner
Printed Name & Title

Po Box 2252
Address

GAWESTON TX 77550
City, State & Zip

(409) 457 83 65
Phone

Fax

FEB/21/2014
Date

Acknowledgement of any and all addendum's received:

Addendum #1 MR

Addendum #2 MR

Addendum #3 MR



**TEXAS
FARM
BUREAU
INSURANCE**
AUTO / HOME / LIFE

TEXAS FARM BUREAU MUTUAL INSURANCE COMPANY
TEXAS FARM BUREAU UNDERWRITERS
TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY
FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY

March 13, 2014

City of LaMarque
1111 Bayou Rd
La Marque, TX 77568

To Whom It May Concern:

I am Mr. Miguel Ramirez's insurance agent. I have had Mr. Ramirez's business insured for four years. He has asked me to provide a certificate of liability insurance on this business for the year 2013-2014.

Because the policy expired on March 12, 2014 and renewed for the next year, the computer program will not let me print one for last year. So I am providing a binder copy with coverage amounts and expiration dates of the actual policy.

I have already sent a certificate for the new renewal period of 2014-2015 via fax and USPS.

Please feel free to contact me at 281-534-7635 if you need any further information regarding this policy.

Sincerely,

Shannon Ronning Wofford
Agent



CERTIFICATE OF LIABILITY INSURANCE

Date: 08/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the policy holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AGENT: SHANNON RONNING 401 FM 517 RD W STE C DICKINSON, TX 77539-4059 PHONE # 281-534-7635 FAX # 12815347466 CODE: 57K EMAIL: sronning@txfb-ins.com	PRODUCER: Texas All Risk Insurance 9696 Skillman St. Suite 170 Dallas, Tx 75243 1-800-627-0303
INSURED MIGUEL RAMIREZ 1715 FAIRHILL CIR TEXAS CITY, TX 77591	INSURER A: NAUTILUS INSURANCE COMPANY

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ N/A Deductible ☒ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC	☐	☐	NN202745	03/09/2012	03/09/2013	GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGGREGATE INCLUDED PERSONAL & ADV INJURY \$500,000 EACH OCCURRENCE \$500,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED FD AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT BODILY INJURY - PER PERSON BODILY INJURY - PER ACCIDENT PROPERTY DAMAGE
	GARAGE LIABILITY ☐ ANY AUTO	☐	☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$	☐	☐				EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/ PARTNERS/ EXECUTIVE ☐ Y/N OTHER ☐	☐	☐				STATUTORY LIMITS EACH ACCIDENT DISEASE - EACH EMPLOYEE DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
GENERAL CONTRACTOR COMMERCIAL

CERTIFICATE HOLDER

City of LaMarque
Attn: Ana Tims
1111 Bayou
La Marque, TX 77568

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

General Liability Binder**Policy #: NN306662**

Quote Number **122493**
 Version **1**
 Underwriter **KRISTI CAPPS**
 Billing Option **TARGA**

TEXAS ALL RISK GENERAL AGENCY, INC**9696 Skillman St Ste 170****Dallas, Texas 75243**

Phone: (972) 669-1188 or (800) 627-0303

www.allriskga.com

Thank you for placing your commercial policy with Texas All Risk General Agency.

This binder is effective 03/12/2013 12:01 A.M and expires 03/12/2014 12:01 A.M.

Upon policy issuance the policy will supersede this binder.

Agent's Info: SHANNON WOFFORD

Phone 281-534-7635

401 FM 517 RD W STE C

Fax 12815347466

DICKINSON

TX 77539-4059

57K

sronning@bxb-ins.com

AGENT IS GROSS WITH APP

Insured's Info: MIGUEL RAMIREZ

1715 FAIRHILL CIR

409-457-8365

TEXAS CITY

TX 77591

Farm Bureau No. QYN8

Company: NAUTILUS INSURANCE COMPANY**Term:** 12 MONTHS**Minimum Earned Premium:** 25%**Limits of Liability Requested**

General Aggregate (other than products/completed operations)	\$1,000,000
Products & Completed Operations Aggregate	INCLUDED
Each Occurrence Limit	\$500,000
Personal & Advertising Injury Limit	\$500,000
Damage to Premises Rented to You (per premises)	\$100,000
Medical Expense (per person)	\$5,000
Bodily Injury Deductible: \$500 Property Damage Deductible: \$1,000	

Liability

Location Number: 1 BldgNo 1 1715 FAIRHILL CIR TEXAS CITY, TX 77591

Class No / Description	Rates	Coverage Description	
89777 Payroll 25,000.00	24.711	Premises Operations	\$ 618
TREE PRUNING, DUSTING, SPRAYING,	0	Completed Operations and Products	INCLUDED
REPAIRING, TRIMMING OR FUMIGATING			
97047 Payroll 0.00	12.608	Premises Operations	If Any
LANDSCAPE GARDENING	0	Completed Operations and Products	If Any
97050 Payroll 0.00	7.05	Premises Operations	If Any
LAWN CARE SERVICES	0	Completed Operations and Products	If Any
Total Liability Premium			\$618



CERTIFICATE OF LIABILITY INSURANCE

Date: 03/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the policy holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ \$1,000 PD/ \$500 BI Deductible ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC	☐	☐	NN427976	03/12/2014	03/12/2015	GENERAL AGGREGATE \$1,000,000
			PRODUCTS COMP/OP AGGREGATE INCLUDED				
			PERSONAL & ADV INJURY \$500,000				
			EACH OCCURRENCE \$500,000				
			FIRE DAMAGE (Any one fire) \$100,000				
			MED EXP (Any one person) \$5,000				
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED FOR AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT
	GARAGE LIABILITY ☐ ANY AUTO	☐	☐				BODILY INJURY - PER PERSON
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE _____ RETENTION \$ _____	☐	☐				BODILY INJURY - PER ACCIDENT
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNERS/ EXECUTIVE ☐ Y/N	☐	☐				PROPERTY DAMAGE
	OTHER	☐	☐				AUTO-ONLY - EA ACCIDENT
							OTHER THAN AUTO-ONLY
							EACH ACCIDENT
							AGGREGATE
							EACH OCCURRENCE
							AGGREGATE
							STATUTORY LIMITS
							EACH ACCIDENT
							DISEASE - EACH EMPLOYEE
							DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
TREE SERVICE, LANDSCAPING & LAWN CARE

CERTIFICATE HOLDER

City of LaMarque
1111 Bayou Road
LaMarque, TX 77568

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kareem Davis

Duplicate

City of Lamarque, TX

LM 02-14

Demolition & Clearing Services

Friday, February 21, 2014 @ 10:00am



Corporate Office
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
iramsay@crowdergulf.com
www.crowdergulf.com

COMPANY CONTACT INFORMATION



Corporate Disaster Administration Office

5435 Business Parkway
Theodore, Alabama 36582
Phone: 800-992-6207
Fax: 251-459-7433
jramsay@crowdergulf.com
www.crowdergulf.com

FEIN: 01-0626019

President

John Ramsay

(251) 402-3677 cell

jramsay@crowdergulf.com

Vice President

Ashley Ramsay

(646) 872-1548 cell

aramsay@crowdergulf.com

Director of Debris Operations

Buddy Young

Denton, TX

(940) 597-4252 cell

byoung@crowdergulf.com

Senior Project Documentation Manager

Margaret Wright, Ph.D.

Theodore, AL

(251) 604-6346 cell

mwright@crowdergulf.com

Regional Manager

John Campbell

Winter Garden, FL

(859) 963-8672 cell

jcampbell@crowdergulf.com

Project Manager

Clayton Young

Austin, TX

(940) 206-6996 cell

cyoung@crowdergulf.com

Bonding

Bowen, Miclette & Britt of Florida, LLC
1020 N. Orlando Avenue
Maitland, FL 32751
800-474-5686

Insurance

Point Clear (Gray Insurance)
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

BID SUMMARY
LM 02-14
DEMOLITION AND CLEARING SERVICES

DESCRIPTION	TOTAL COST
1).1024 Maple	\$ 10,860.00
2).111 Brown	\$ 16,630.00
3).1909 Kansas	\$ 10,640.00
4).1802 Nashby	\$ 11,640.00
5).2410 Oaklawn	\$ 19,040.00
6).2607 S. Houston Dr.	\$ 25,200.00
7).3721 McKinney	\$ 12,320.00
8).2613 Stonewall	\$ 14,330.00
9).13 Richards Ct. (accessory unit only)	\$ 1,080.00
10).424 Beech	\$ 15,310.00
11).403 Walnut	\$ 11,100.00
12).3042 Cedar Dr. (Swimming pool)	\$ 2,800.00
13).1101 Delmar (Old Lamar School)	\$ 642,500.00
14).2203 FM1765	\$ 28,650.00
15).2009 Bellview	\$ 8,280.00
16).2011 Bellview	\$ 10,080.00
17).2012 Bellview	\$ 14,100.00
18).2013 Bellview	\$ 14,000.00
19).421 Ave "B"	\$ 14,000.00
20).1303 Rhodora	\$ 18,550.00
21).4106 Prairie	\$ 13,300.00
22).4206 Kirby	\$ 22,100.00
23).2913 Woodland	\$ 26,400.00
24).508 Bluebonnet	\$ 23,870.00
25).2516 Bellview	\$ 5,300.00
26).2402 4 th Ave	\$ 7,800.00

**BID SUMMARY
LM 02-14
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SIGNATURE PAGE
LM 02-14
Demolition and Clearing Services

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

Total amount of Bid: \$ 999,880.00

CrowderGulf, LLC

Company Name



Signature

John Ramsay, President

Printed Name & Title

5435 Business Parkway

Address

Theodore, AL. 36582

City, State & Zip

251-459-7430

Phone

251-459-7433

Fax

02/19/2014

Date

Acknowledgement of any and all addendum's received:

Addendum #1 2/12/14

Addendum #2 2/18/14

Addendum #3



ADDENDUM # 2

CITY OF LA MARQUE

LM 02-14

Demolition & Clearing Services

Page 7, LOCATIONS

Should have read as follows:

Property		
14. Address:	2203 FM 1765, La Marque, TX 77568	
Legal	ABST 150 PAGE 1 MIDDLE 50 FT OF LOTS 1 & 2 & n 25 FT OF LOTS 3 (1-2)	
Description:	BLK 4 EDGARS ADDN (R196763)	

Additionally, this information needs to be acknowledged on the signature page of the bid form.

ADDENDUM # 1
CITY OF LA MARQUE
LM 02-14
Demolition & Clearing Services

Page 3, TERMS AND CONDITIONS

Should have read as follows:

17. A **Mandatory Pre-Bid Conference** between the Building Official and Prospective Bidders will be held to make certain that the scope of this work is fully understood and to answer any questions concerning the work. No Addenda will be issued at the meeting, but subsequent thereto, if necessary to clarify any questions and addendum will be issued. The **Mandatory Pre-Bid Conference** will be held on **Tuesday, February 18, 2014** at 10:00am local time at the City Hall Conference Room, 1111 Bayou Road, La Marque, Texas 77568. No bid will be accepted by the City of La Marque if Bidder fails to attend the **Mandatory Pre-Bid Conference**.

Additionally, this information needs to be acknowledged on the signature page of the bid form.



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CrowderGulf, LLC
5345 Business Parkway
Theodore AL 36582

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
300 Plaza Three
Jersey City NJ 07311

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of La Marque
1111 Bayou Road
La Marque TX 77568

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

LM 02-14 Demolition & Clearing Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of February, 2014


(Witness)


(Witness) James J. Drew

CrowderGulf, LLC

(Principal)

(Seal)

By:

(Title)

Arch Insurance Company

(Surety)

(Seal)

By:

(Title) James N. Congelio

Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brad Dempton, James C. Congelio, James N. Congelio, Lenita W. Wright and Margaret A. Broughton of Maitland, FL (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

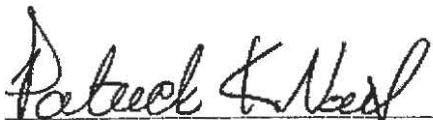
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

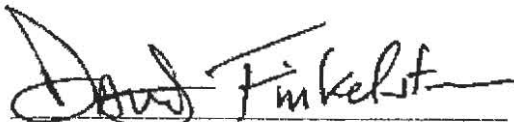
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of January, 2014.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

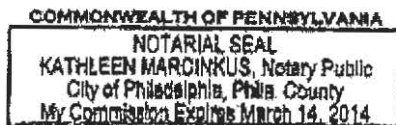


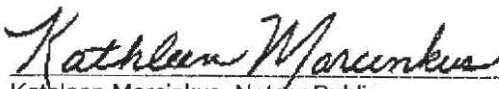

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

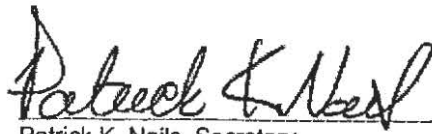



Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 9, 2014 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of February, 2014.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





February 12, 2014

RE: CROWDERGULF, LLC
Status of Bondability

To Whom It May Concern:

Please accept this letter as evidence of our willingness to provide the necessary 100% Performance and Payment bonds to CROWDERGULF, LLC in the event they are awarded a project.

It has been our pleasure to provide surety credit for CROWDERGULF, LLC for many years. We have never been called upon for a bond which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

We have a line of credit established with Arch Insurance Company covering bonds on aggregate projects in excess of \$150 million and single projects in excess of \$50 million. Arch Insurance Company is an A.M. Best Rated company of A, XV and is listed in the Department of the Treasury Federal Registry with underwriting limitations of \$61,432,000.00.

We regard this firm as one of the premiere contractors in the industry and we feel the principals of CROWDERGULF, LLC possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend CROWDERGULF, LLC to you.

This letter is not an assumption of liability, nor should it be considered a bid bond or a performance bond.

Sincerely,

Bowen, Miclette & Britt of Florida

Jim Congelio
Attorney-in-Fact

CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 8/26/2013		
PRODUCER Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope, AL 36532-1910			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675			COMPANIES AFFORDING COVERAGE				
			COMPANY A THE GRAY INSURANCE COMPANY				
			COMPANY B				
			COMPANY C				
				COMPANY D			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	XSGI-073375	9/1/2011	9/1/2014	GENERAL AGGREGATE	Unlimited	
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$3,000,000.00	
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00	
					EACH OCCURRENCE	\$1,000,000.00	
					FIRE DAMAGE (Any one fire)	\$50,000.00	
		MED EXP (Any one person)	\$5,000.00				
A	AUTOMOBILE LIABILITY	XSAL-074072	9/1/2011	9/1/2014	COMBINED SINGLE LIMIT	\$1,000,000.00	
	☒ ANY AUTO				BODILY INJURY		
	☒ ALL OWNED AUTOS				(Per person)		
	☒ SCHEDULED AUTOS				BODILY INJURY		
	☒ HIRED AUTOS				(Per accident)		
☒ NON-OWNED AUTOS	PROPERTY DAMAGE						
A	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT		
	☐ ANY AUTO				OTHER THAN AUTO ONLY		
					EACH ACCIDENT		
					AGGREGATE		
A	EXCESS LIABILITY	GXS-042855	9/1/2013	9/1/2014	EACH OCCURRENCE	\$4,000,000.00	
	☐ UMBRELLA FORM				AGGREGATE	\$4,000,000.00	
	☒ OTHER THAN UMBRELLA FORM						
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	XSWC-070696	9/1/2011	9/1/2014	☒ WC STATUTORY LIMITS	☐ OTH ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				☒ INCL	☐ EXCL	
					EL EACH ACCIDENT	\$1,000,000.00	
					EL DISEASE - POLICY LIMIT	\$1,000,000.00	
					EL DISEASE - EA EMPLOYEE	\$1,000,000.00	
OTHER							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.							
CERTIFICATE HOLDER City of LaMarque 11094 Bayou Road LaMarque, TX 77568			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.				
			AUTHORIZED REPRESENTATIVE				
			 THE GRAY INSURANCE COMPANY				
GCF 00 50 01 01 12							

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

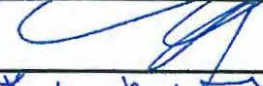
Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Mandatory Pre-Bid LM02-14Conference

February 18, 2014

SIGN SHEET

Company Name	Signature
1. Clayton Young - Crowder Gulf	
2. NUNN EXCAVATION PHIL NUNN	
3. Mike's Tree Service + Demolition - Miguel Ramirez	
4. Cherry Demolition - Mark McGhee	
5. J.T.B Demolition - Dallas Robertson	
6. Kennedy Demolition - Shannon Frame	
7.	
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20.	



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Robin Eldridge
Department: City Clerk

Agenda item: 9a
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution No. **R-2014-008**, a Resolution approving the Commissioners' Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health – City Manager C. Buttler

- ☒ Attachments for reference
1. Resolution
2. Interlocal Agreement

Staff Briefing:

- In accordance with the Health District Interlocal Agreement, the Commissioners' Court of Galveston County submits member governments' nominees for United Board of Health Positions. Approval by a majority of the member governments is required to confirm appointment of each board member.

History:

- December 2002 – The City of La Marque signed the Health District Agreement along with several surrounding cities located in Galveston County.

Target Implementation: March 24, 2014

Significant Action Dates:

- 2013** – City Council approved Mr. Tim Rainey as the Municipality reappointment
- December 2002** – The City of La Marque signed the Health District Agreement along with several surrounding cities located in Galveston County.

Action:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other (be Specific) | |
| ☒ Check box if there is no conflict with City Charter, ordinances, resolutions, or policies. | |

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



CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to approve Resolution No. **R-2014-008**, approving the Commissioners' Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health.

Fiscal Impact: NA

RESOLUTION NO. R-2014-008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE IN
SUPPORT OF THE GALVESTON COUNTY COMMISSIONERS COURT
RECOMMENDED LIST OF REAPPOINTMENTS AND APPOINTMENTS TO
THE UNITED BOARD OF HEALTH**

WHEREAS, members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and confirmed by the Member Governments of the Health District, and

WHEREAS, the appointment of members are under consideration, and

WHEREAS, the Galveston Commissioner's Court has made nominations,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL, that this body endorses the following appointments:

Term will be May 1, 2013 – April 30, 2015

<u>Name</u>	<u>Represents</u>
Ben G. Raimer, MD	UTMB (reappointment)
Eric Froeschner	Interested Citizen (reappointment)
Tim Rainey	Municipality (reappointment)
<i>Richard Johnson, RN</i>	<i>Nurses (new appointment)</i>
<i>John Hackbarth, DDS</i>	<i>Dentist (new appointment)</i>
<i>Steve Pratt</i>	<i>Food Service/Food Sales Industry(new appointment)</i>
<i>Mark Sonnier</i>	<i>Interested Citizen (new appointment)</i>

Term will be May 1, 2014 – April 30, 2016

<u>Name</u>	<u>Represents</u>
Michael Ehrat	Mainland Medical Center (reappointment)
Wade Shipman, DVM	Veterinarian (reappointment)
Jason Q. Lawrence	Engineer (reappointment)
<i>John Bentley</i>	<i>Interested Citizen (new appointment)</i>
<i>Patrick J. McGinnis, MD</i>	<i>Municipality (new appointment)</i>

PASSED AND APPROVED on this the ____ day of _____, 2014.

Bobby Hocking, Mayor
City of La Marque

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldridge, TRMC
City Clerk

STATE OF TEXAS)
COUNTY OF GALVESTON) KNOW ALL MEN BY THESE PRESENTS

WHEREAS, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County.

THEREFORE, for and in consideration of those promises, mutual promises and covenants and other invaluable considerations, THIS AGREEMENT by and between the following units of government, acting by and through their duly authorized governing bodies, herein collectively referred to as "member governments":

The Village of Bayou Vista
The City of Clear Lake Shores
The City of Dickinson
The City of Friendswood
The City of Galveston
The County of Galveston
The City of Hitchcock
The City of Jamaica Beach Village
The City of Kemah
The City of La Marque
The City of League City
The City of Santa Fe
The City of Texas City
The Village of Tiki Island

On this the 2nd day of December, A.D., 2002 :

WITNESSETH:

1. The parties agree to continue the existence of the Galveston County Health District (herein the "District"). The District shall be under the direction and supervision of the Galveston County United Board of Health (hereinafter the "Board") which shall consist of thirteen (13) members who have resided in the District for a period of three (3) years and who shall serve without compensation

Court of Galveston County will submit to the member governments at least one (1) nominee for each Board position to be filled. Approval by a majority of the member governments is required to confirm appointment of each board member. Board members whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of:

- One (1) licensed physician recommended by the Medical Society of Galveston.
- One (1) representative from UTMB.
- One (1) representative from Mainland Medical Center.
- Two (2) representatives from the municipalities from within Galveston County .
- One (1) licensed veterinarian
- One (1) registered nurse
- One (1) practicing licensed professional engineer engaged in civil and/or sanitary engineering or an individual with a BS or BA from an accredited State College or University with at least ten (10) years experience in the Petrochemical Industry Field.
- One (1) licensed dentist.
- One (1) member of the food service/food sales industry
- Three (3) interested citizens of Galveston County.

Board members shall serve for a period of two (2) years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. All vacancies shall be filled by the appointing bodies as provided above.

2. Any member may be removed from office by a majority vote of the member governments for neglect of duty, malfeasance, or conviction of a felony; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.
3. The Board shall oversee for the provision of all the ten (10) essential public health functions found in Chapter 121. §121.002 of the Texas Health and Safety Codes unless otherwise restricted by law. The ten (10) essential public health functions are:
 1. Monitor the health status of individuals in the community to identify community health problems.
 2. Diagnose and investigate community health problems and community health hazards.
 3. Inform, educate, and empower the community with respect to health issues.
 4. Mobilize community partnerships in identifying and solving community health problems.
 5. Develop policies and plans that support individual and community efforts to improve health.

6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules.
 7. Link individuals who have a need for community and personal health services to appropriate community and private providers.
 8. Ensure a competent workforce for the provision of essential public health services.
 9. Research new insights and innovative solutions to community health problems.
 10. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.
4. The Board shall select a chairman, a vice-chairman and a secretary from its board members and shall adopt the rules for the conduct of its meetings. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meetings as may be called by the chairman or by a majority of the board members.
 5. The Board shall appoint an Executive Director (herein the "Director") to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Chapter 121 of the Texas Health And Safety Codes as same may be amended from time to time. The Director shall be an ex-officio, nonvoting member, of the Board. The Board may at any time for good cause remove the Director.
 6. The Director shall discharge the duties of the following offices: (1) The Chief Administrative Officer of the District; (2) the project director of the Galveston County Coordinated Community Clinics; and (3) the Health Authority for the District or appoint the Health Authority with approval of the Board. The Director shall be responsible for the day-to-day operation of the District and shall conduct the same as authorized and directed by the Board.
 7. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District's expenditures and for applying for grants to the State, Federal Government, and private sources to further strengthen a comprehensive public health program in the District.
 8. The member governments agree that the District shall have the authority to set and collect fees for the provision of public health services, Chapter 121. §121.006 of the Texas Health and Safety Codes, which are:
 1. Personal health promotion and maintenance services.
 2. Infectious disease control and prevention services.
 3. Environmental and consumer health programs.

4. Public health education and information services.
5. Laboratory services.
6. Administrative services.

provided however, any fees so set or collected must be approved in advance by the Board. Where the District requires a permit, the member governments agree not to require their own Health Permits. The County will provide adequate funds in addition to those available from State, Federal, and fee-for-service programs to maintain high quality programs in the following areas:

I. Health Promotion and Maintenance

A. Personal Health Promotion

- Immunization
- Tuberculosis Elimination
- Texas Health Steps
- Home Visits

B. Public Health Promotion

- Community Education
- Public Health workforce training.

II. Infectious Disease Control and Prevention

A. Epidemiological Services

- Surveillance
- Investigation
- Reporting

B. Communicable Diseases

- Screening
- Diagnosis
- Treatment
- Referral

III. Environmental Health Programs related to:

- A. Food Service Sanitation
- B. Waste Control
- C. General Sanitation
- D. Air Quality
- E. Drinking Water
- F. On-Site Sewage Facilities

IV. Administrative Services

- A. Records management and data analysis
- B. Planning and Evaluation

C. Community collaboration

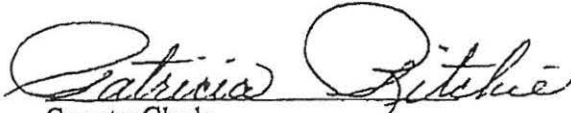
V. Basic Public Health Laboratory Services.

VI. Indigent Health Care

- As specified by Chapter 61 of the Texas Health and Safety Codes
9. Member governments and other governmental entities as well as private institutions both within and without Galveston County, may contract for the Health District to provide Rabies Control Services, Emergency Medical Services, Water Pollution Control Services, or upgrading of any appropriate public health activity.
 10. The provisions of Chapter 121 of the Texas Health And Safety Codes shall be applicable to the District. In the event of a conflict between Chapter 121 of the Texas Health And Safety Codes and this Agreement, Chapter 121 of the Texas Health And Safety Codes shall control.
 11. A member government may withdraw from this Agreement upon giving to the Director in writing one (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provided however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Removal of a member government requires approval by the governing body of each of the other members. Withdrawal or removal of a member government shall not terminate or affect this agreement as to the remaining or non-withdrawing member governments.
 12. Modification of this Agreement shall be in writing and effective upon approval by the governing body of each member government.
 13. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this Agreement shall be deemed in full force and effect without further action of any of the members.
 14. This Agreement constitutes the entire Agreement, and supercedes all prior agreements between the parties.
 15. This Agreement shall become effective when executed by the parties hereto, as of the day and year first above written and shall be reviewed every ten (10) years.
 16. The Texas Civil Practice and Remedy Code Chapter 101 defines the limits of liability for a Public Health District and any participating governmental entity.

SIGNATURE PAGE
GALVESTON COUNTY HEALTH DISTRICT AGREEMENT

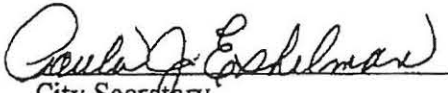
ATTEST:


County Clerk

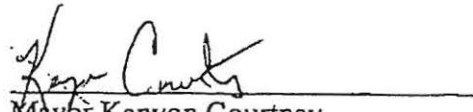
COUNTY OF GALVESTON


Judge James D. Yarbrough

ATTEST:


City Secretary

VILLAGE OF BAYOU VISTA


Mayor Kenyon Courtney

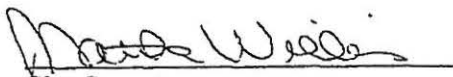
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City Secretary

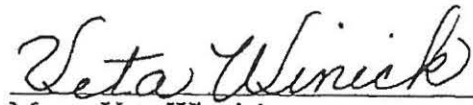
CITY OF CLEAR LAKE SHORES


Mayor Ted Guthrie

ATTEST:


City Secretary

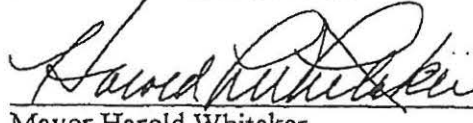
CITY OF DICKINSON


Mayor Veta Winnick

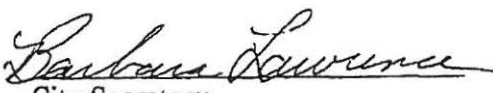
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City Secretary

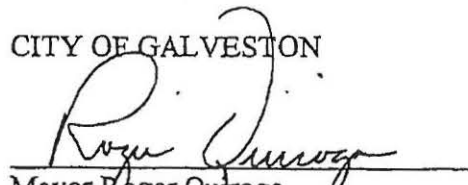
CITY OF FRIENDSWOOD


Mayor Harold Whitaker

ATTEST:


City Secretary

CITY OF GALVESTON


Mayor Roger Quiroga

ATTEST:

Rose Marie Steiler
City Secretary

CITY OF HITCHCOCK

Sharon Enge
Mayor Kyle Campbell
Mayor Pro-Tem Sharon Enge

ATTEST:

T. D. White
City Secretary

CITY OF JAMAICA BEACH VILLAGE

V. Pierson
Mayor Victor Pierson

ATTEST:

Sally Pierce
City Secretary

CITY OF KEMAH

W. E. King
Mayor William E. King

ATTEST:

Bonnie Smith
City Secretary

CITY OF LA MARQUE

Larry Crow
Mayor Larry Crow

ATTEST:

Barbara Nugent
City Secretary

CITY OF LEAGUE CITY

A. Jeff Harrison
Mayor Jeff Harrison

ATTEST:

Janet L. Davis
City Secretary

CITY OF SANTA FE

Robert Cheek
Mayor Robert Cheek

ATTEST:

Pamela A. Lawrence
City Secretary

ATTEST:

Karen Hagaman
City Secretary

CITY OF TEXAS CITY

Carlos Garza
Mayor Carlos Garza

VILLAGE OF TIKI ISLAND

Charles Everts
Mayor Charles Everts



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Ana Tims
Department: Development Services

Agenda item: 9b
Reviewed by: Carol Battler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2014-0011**, an Ordinance of the City of La Marque, Texas, repealing Chapter 32, Flood Damage Prevention, the Code of Ordinances of the City of La Marque, Texas; and in its place adopting a new Chapter 32, Flood Damage Prevention; and amending Sec. 41-36 to apply the provisions of the new Chapter 32 to apply to Manufactured Homes and to Manufactured Home Parks. **THIS IS THE FIRST READING.**

☒ X

Attachments for reference

1. Ordinance
2. Texas Water Development Board Community Assistance Visit results letter, for the City of La Marque
3. Letter from Building Official Ana Tims to Shawn Snyder representative at the Texas Water Development Board in response to the Community Assistance Visit
4. Draft of Flood Prevention Ordinance e-mail
5. Federal Insurance and Mitigation Administration Fact Sheet-National Flood Insurance
6. Program and the Consolidated Appropriations Act of 2014
7. Changing Rates/ Biggert-Waters Flood Insurance Reform Act of 2012 and the National Flood Insurance Program pamphlet
8. Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12) quick reference Guide
9. Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12) timeline
10. Article from Galveston Daily News
11. Planning and Zoning Commission minutes for October 29, 2013
12. Planning and Zoning Commission minutes for January 14, 2014
13. Planning and Zoning Commission minutes for February 18, 2014

Staff Briefing:

In July 2012, the U.S. Congress passed the Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12) which calls on the Federal Emergency Management Agency (FEMA), and other agencies, to make a number of changes to the way the National Flood Insurance Program (NFIP) is run.

The Biggert-Waters Act increases flood insurance premiums purchased through the program for second homes, business properties, severe repetitive loss properties, and substantially improved damaged properties by requiring premium increases of 25 percent per year until premiums meet the full actuarial cost of flood coverage. Most residents immediately lose their subsidized rates if the property is sold, the policy lapses, repeated and severe flood losses occur, or a new policy is purchased. Policyholders whose communities adopt a new, updated Flood Insurance Rate Map (FIRM) that results in higher rates will experience a 5-year phase in of rate increases to achieve rates that incorporate the full actuarial cost of coverage.

Grimm-Waters Homeowner Flood Insurance affordability Act GW-HR3370 was passed a bill that relieves policy holders. The bill delays premium increases, but does not eradicate them.

The La Marque Development Services Department underwent a Community Assistance Visit (CAV) to evaluate local flood plain management on August 19, 2013.



CITY COUNCIL AGENDA FORM

History:

- **In July 2012**- the U.S. Congress passed the Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12)
- **August 19, 2013**- the Texas Water Development Board conducted a Community Assistance Visit (CAV) for the city of La Marque.
- **October 29, 2013**- Planning and Zoning Commission discussed the proposed ordinance.
- **November 7, 2013**- received Texas Water Development Board Community Assistance Visit results letter, for the City of La Marque.
- **November 14, 2013**- City Attorney Ellis Ortego reviewed and approved the proposed ordinance.
- **December 10, 2013**- Planning and Zoning Commission discussed the proposed Ordinance.
- **January 6, 2014**- responded to Texas Water Development Board Community Assistance Visit
- **January 14, 2014**- Planning and Zoning Commission evaluated the Ordinance.
- **February 18, 2014**- Planning and Zoning Commission evaluated the ordinance and proposed sending it to City Council for approval.
- **March 13, 2014**- United States Senate passes the Grimm-Waters Homeowner Flood Insurance affordability Act GW-HR3370
- **March 24, 2014**- Ordinance First Reading.

Target Implementation:
April 14, 2014

Significant Action Dates:

- **In July 2012**- the U.S. Congress passed the Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12)
- **August 19, 2013**- the Texas Water Development Board conducted a Community Assistance Visit (CAV) for the city of La Marque.
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CITY COUNCIL AGENDA FORM

Action:

- | | |
|---|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other (be Specific) | |
| ☒ Check box if there is no conflict with City Charter, ordinances, resolutions, or policies. | |

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

Staff's Recommendation: Motion to approve Ordinance No. **O-2014-0011**, an Ordinance of the City of La Marque, Texas, repealing Chapter 32, Flood Damage Prevention, the Code of Ordinances of the City of La Marque, Texas; and in its place adopting a new Chapter 32, Flood Damage Prevention; and amending Sec. 41-36 to apply the provisions of the new Chapter 32 to apply to Manufactured Homes and to Manufactured Home Parks. **THIS IS THE FIRST READING.**

Fiscal Impact: The new ordinance restricts habitable construction where flood hazard areas exist in the City. This restriction will not allow any conversion of lower floor spaces below one foot above the flood elevation. This may have an impact on the development community in regards to the expense that building one foot above the current standard creates. In addition there will be insurance savings for those homes that go above the minimum NFIP standards.

ORDINANCE NO. 0-2014-0011

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, REPEALING CHAPTER 32, FLOOD DAMAGE PREVENTION, OF THE CODE OF ORDINANCES OF THE CITY OF LA MARQUE, TEXAS, AND IN ITS PLACE ADOPTING A NEW CHAPTER 32, FLOOD DAMAGE PREVENTION; AND AMENDING SEC. 41-36 TO APPLY THE PROVISIONS OF THE NEW CHAPTER 32 TO APPLY TO MANUFACTURED HOMES AND TO MANUFACTURED HOME PARKS AND SUBDIVISIONS.

WHEREAS, the City Council of the City of La Marque, Texas, has determined that City Council shall by ordinance establish Flood Damage Prevention. NOW, THEREFORE

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

SECTION ONE:

That Chapter 32 Flood Damage Prevention of the Code of Ordinances, City of La Marque, Texas, is hereby repealed and in its place a new Chapter 32 Flood Damage Prevention is hereby adopted which reads as follows:

FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SEC. 32-1. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of the City of La Marque, Texas does ordain as follows:

SEC. 32-2. FINDINGS OF FACT

(1) The flood hazard areas of the City of La Marque are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary

public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SEC. 32-3. STATEMENT OF PURPOSE

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

SEC. 32-4. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this chapter uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

SEC. 32-5. DEFINITIONS

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

AREA OF FUTURE CONDITIONS FLOOD HAZARD – means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is

unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL – means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING – means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective

date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY - means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY – see *Regulatory Floodway*

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

PRIMARY FRONTAL DUNE - means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SAND DUNES - mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

SPECIAL FLOOD HAZARD AREA – see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or

safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

GENERAL PROVISIONS

SEC. 32-6. LANDS TO WHICH THIS ORDINANCE APPLIES

This chapter shall apply to all areas of special flood hazard with the jurisdiction of the city of La Marque.

SEC. 32-7. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for City of La Marque," dated February 16, 1983, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated February 16, 1983. and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

SEC. 32-8. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this chapter.

SEC. 32-9. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

SEC. 32-10. ABROGATION AND GREATER RESTRICTIONS

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another provision, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SEC. 32-11. INTERPRETATION

In the interpretation and application of this chapter, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SEC. 32-12. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

SEC. 32-13. PENALTY

Any person, firm or corporation violating the provision of this chapter shall be fined in accordance with the general provisions of sections 1-7.

ADMINISTRATION

ARTICLE II

SEC. 32-45. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Code Enforcement Officer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

SEC. 32-46. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this chapter.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Sec. 32-7, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article III.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

SEC. 32-47. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Sec. 32-71 (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Sec. 32-46 (1);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this chapter and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

SEC. 32-48. VARIANCE PROCEDURES

(1) The Board of Appeals, as established by the community, shall hear and render judgment on requests for variances from the requirements of this chapter.

(2) The Board of Appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Sec. 32-47 have been fully considered. As the lot size increases beyond the 1/2 half acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this chapter, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter (Sec. 32-3).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or chapters.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Sec. 32-48 are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

PROVISIONS FOR FLOOD HAZARD REDUCTION

ARTICLE III

SEC. 32-70. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SEC. 32-71. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Sec. 32-7, (ii) Sec. 32-46, or (iii) Sec. 32-72 (4), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above **one foot above** the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Sec. 32-47 (1)(a), is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the **one foot above** base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design

and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (a) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- (b) The bottom of all openings shall be no higher than 1 foot above grade.
- (c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) **Manufactured Homes** -

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred

"substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at or above **one foot above** the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SEC. 32-72. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sec. 32-2, Sec. 32-3, and Sec. 32-4 of this chapter.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Sec. 32-8, Sec. 32-47; and the provisions of Article III of this chapter.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres,

whichever is lesser, if not otherwise provided pursuant to Sec. 32-7 or Sec. 32-46(8) of this chapter.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SEC. 32-73. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Sec. 32-7 are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to or above **one foot above** the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated to or above **one foot above** the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Sec. 32-47 are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SEC. 32-74. FLOODWAYS

Floodways - located within areas of special flood hazard established in Sec. 32-7 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Sec. 32-74(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article III.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the **permit applicant first** completes all of the provisions required by Section 65.12.

SEC. 32-75. COASTAL HIGH HAZARD AREAS

Located within the areas of special flood hazard established in Sec. 32-7 are areas designated as Coastal High Hazard Areas (Zones V1-30, VE, and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting all provisions outlined in this chapter, the following provisions must also apply:

(1) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of

all new and substantially improved structures, and whether or not such structures contain a basement. The Floodplain Administrator shall maintain a record of all such information.

(2) All new construction shall be located landward of the reach of mean high tide.

(3) All new construction and substantial improvements shall be elevated on pilings and columns so that:

(i) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level;

(ii) the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (3)(i) and (ii) of this Section.

(4) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

(i) breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

(ii) the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

(5) Prohibit the use of fill for structural support of buildings.

(6) Prohibit man-made alteration of sand dunes and mangrove stands that increase potential flood damage.

(7) Manufactured Homes -

Require that manufactured homes placed or substantially improved within Zone V1-30, V, and VE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (1) through (6) of this section **and** that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones V1-30, V, and VE on the community's FIRM meet the requirements of Sec. 32-71 (4) of this chapter.

(8) Recreational Vehicles -

Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the requirements in Sec. 32-8 of this chapter and paragraphs (1) through (6) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SEC. 32-76. SEVERABILITY

If any section, clause, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Chapter.

SEC. 32-77. PENALTIES FOR NON COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor.

Any person, firm or corporation violating the provisions of this chapter shall be fined in accordance with the general fine provisions of sections 1-7.

Nothing herein contained shall prevent from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION TWO:

That Chapter 41 Land Development, Sec. 41-36, of the Code of Ordinances, City of La Marque, Texas, is hereby amended to read as follows:

“Sec. 41-36. FLOOD CONTROL PROVISIONS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS.”

The provisions of Chapter 32, Flood Damage Prevention, shall apply to manufactured homes and to manufactured home parks and subdivisions.”

SECTION THREE:

It is hereby declared to be the intention of the City Council that the above section, paragraph, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a valid judgment or decree of any court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas on the first reading this the ____ day of _____, 2014.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas
on the second and last reading this the ____ day of _____, 2014.

Bobby Hocking, Mayor
City of La Marque, Texas

APPROVED AS TO FORM:

Ellis J. Ortego
City Attorney

ATTEST:

Robin Eldridge, TRMC
City Clerk

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

November 7, 2013

Ana Tims
Floodplain Manager
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Re: Community Assistance Visit for City of La Marque (1st Letter)

Dear Ana Tims,

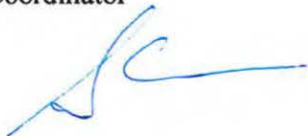
On August 19, 2013, the Texas Water Development Board (TWDB) conducted a Community Assistance Visit (CAV) for City of La Marque. The purpose of the CAV is to evaluate local floodplain management ordinances and enforcement practices to determine their effectiveness in accordance with the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) regulations. The CAV included a driving tour of the City's regulatory floodplain, a review of the City's floodplain management program files maintained from August 2008 to August 2013, a review of the floodplain damage prevention ordinance, and a meeting with the City's Floodplain Administrator and Shawn Snyder, TWDB Field Coordinator.

During the CAV, it was noted that the City is enforcing its elevation requirements and permitting requirements. However, the City must adopt a current Level D-E Flood Damage Prevention Ordinance to remain compliant with the National Flood Insurance Program. A copy of the standard Level D-E Ordinance can be found on our website at; <http://www.twdb.state.tx.us/flood-insurance/participation.asp>. The results of the floodplain tour and permit review can be found in the enclosed report. Please respond to the issues described in the report within **60 days** of the date of this letter.

Should you have any questions regarding this CAV, please contact Shawn Snyder at 512-463-7771 or shawn.snyder@twdb.texas.gov.

Sincerely,

Shawn Snyder, CFM
NFIP Field Coordinator



c w encs.: Mike Segner, State NFIP Coordinator TWDB
Diana Herrera, FEMA Region VI

Our Mission : Board Members

To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas

Carlos Rubinstein, Chairman | Bech Bruun, Member | Mary Ann Williamson, Member
Kevin Patteson, Executive Administrator



1111 Bayou
La Marque, Texas 77568
409.938.9202

City of La Marque

Department of Development Services

January 6, 2014

Shawn Snyder
Texas Water Development Board
P.O. Box 13231
1700 N. Congress Ave.
Austin, Texas 78711-3231

RE: Community Awareness Visit (CAV) - City of La Marque

Dear Ms. Snyder:

As requested in your letter dated November 7, 2013, we are in the process of adopting a Level D-E Flood Damage Prevention Ordinance. The proposed ordinance is scheduled to be reviewed at the next scheduled Planning and Zoning Commission meeting, which is on January 14, 2014. Once approved by this Commission, it will have to be taken before the La Marque City Council and heard twice for the final approval. After such approval, we will send you an executed certified copy of the ordinance.

At this time we are requesting an extension for the adoption of the ordinance. We will also need an extension beyond the sixty days in which to provide you with the requested documentation from the floodplain tour and permit review. I will be providing those documents to you as soon as possible.

Please do not hesitate to contact my office at (409) 938-9256 if you have any questions. I will be happy to discuss this matter with you. Thank you for your assistance.

Ana Tims
Building Official/ Deputy Marshall



Draft of Flood Damage Prevention Ordinance

Anna Ortego <anna@ortego-law.com>
To: Ana Tims <a.tims@ci.la-marque.tx.us>

Thu, Nov 14, 2013 at 2:41 PM

Ana:

Attached is a DRAFT of the above referenced ordinance as per your request.

If you have any questions, please let us know.

Anna



D-E level- flood ordinance.doc
137K

Ana Tims <a.tims@cityoflamarque.org>
To: shawn.snyder@twdb.state.tx.us

Thu, Nov 14, 2013 at 3:23 PM

Attached is our proposed nee flood ordinance hot off the press! Please let me know if you need anything else.
[Quoted text hidden]



D-E level- flood ordinance.doc
137K

Shawn Snyder <Shawn.Snyder@twdb.texas.gov>
To: Ana Tims <a.tims@cityoflamarque.org>

Mon, Dec 2, 2013 at 2:25 PM

Hi Ana

I am going over the ordinance and so far there is one section I don't know if you want to consider changing. In Sec 32-74 Floodways (3) it talks about complying with 65.12 and that the 'community FIRST completes all of the provisions required by section 65.12.'

This section of the CFR details the requirement for applying for a CLOMR and LOMR. The community can require the permit applicant do this verse the city taking it on. Something to think about since there are costs involved from FEMA.

Still going through the rest of it but wanted to make sure I mentioned this to you.

Shawn R. Snyder, CFM

Email: shawn.snyder@twdb.texas.gov

Phone: 512-463-7771

From: Ana Tims [<mailto:a.tims@cityoflamarque.org>]
Sent: Thursday, November 14, 2013 3:23 PM
To: Shawn Snyder
Subject: Fwd: Draft of Flood Damage Prevention Ordinance

[Quoted text hidden]

Ana Tims <a.tims@cityoflamarque.org>
To: Shawn Snyder <Shawn.Snyder@twdb.texas.gov>

Mon, Dec 2, 2013 at 2:27 PM

Will look at this and please let me know if you are anything else going to P&Z on December 10

Sent from my iPhone

[Quoted text hidden]

Shawn Snyder <Shawn.Snyder@twdb.texas.gov>
To: Ana Tims <a.tims@cityoflamarque.org>

Mon, Dec 2, 2013 at 3:29 PM

Hi Ana

I finished it and it looks good. Have you sent it to Diana Herrera yet?

Shawn R. Snyder, CFM

Email: shawn.snyder@twdb.texas.gov

Phone: 512-463-7771

From: Ana Tims [<mailto:a.tims@cityoflamarque.org>]
Sent: Monday, December 02, 2013 2:28 PM
To: Shawn Snyder

Subject: Re: Draft of Flood Damage Prevention Ordinance

[Quoted text hidden]

**PLANING AND ZONING COMMISSION
SPECIAL MEETING
October 29, 2013**

1. CALL TO ORDER

The meeting was called to order at 4:00 p.m. by Dickey Stanley

2. ROLL CALL

PRESENT:

Norman Konneman

Dickey Stanley

Chris Colombo- Arrived at 4:02

Mike Casteline

ABSENT:

Annette Callis

STAFF PRESENT:

Ellis Ortego, City Attorney

Ana Tims, Building Official

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Commission dispensed with the Invocation and Pledge of Allegiance was presented by Commissioner Koneman.

4. APPROVAL OF MINUTES

Regular Meeting September 10, 2013. Commissioner Casteline made a motion to approve the minutes. Commissioner Koneman seconds the motion and the motion passed unanimously.

5. CITIZENS PARTICIPATION

No one signed up to participate.

6. OLD BUSINESS

There was not old business to discuss

7. NEW BUSINESS

- a. **Discussion/Possible Action regarding updates to City ordinance Chapter 32 Flood Damage Prevention and related ordinances.**

Building Official Ana Tims presented the proposed ordinance, and informed the commission that this was a model ordinance from FEMA guidelines that is relevant to our area which includes coastal areas and areas that fall in the 1% and 5% floor risk area.

City Attorney informed the commission that the ordinance was accurate, but needed a few changes to the caption and to ensure that the adoption flows smoothly with other ordinances in the city including Section 41-36 Flood control provisions for manufactured homes and 41-112 Flood damage prevention as part of subdivision regulations.

Building Official Ana Tims informed the commission that this was one of the steps that would enable the city to become a CRS community and therefore decrease flood insurance rates for the community.

Commissioner Colombo stated that this was a state guideline, and that as a city we did not have any choice but to adopt the ordinance.

Chairman Stanley made a motion to recommend the ordinance for approval to city Council provided our City Attorney Ellis Ortego completes the necessary clean up discussed previously. Commissioner Colombo seconds the motion and the motion passed unanimously.

8. CHAIRMAN REPORT

Commissioner Stanley stated that he did not have a report.

9. REQUESTS AND ANNOUNCEMENTS

Commissioner Stanley requested that an ordinance be proposed banning the use of fiber reinforced concrete in the city. He stated that he will bring additional information to be presented.

Commissioner Colombo stated that he has talked to City Council member Trube in reference to placing an open air market in the city, Planning and Zoning will need to develop a permit.

10. ADJOURNMENT –

Chairman Stanley made a motion to adjourn the meeting. Commissioner Casteline seconds the motion. The meeting adjourned at 4:18p.m.

Dickey Stanley



FEMA

Fact Sheet

Federal Insurance and Mitigation Administration

National Flood Insurance Program and the Consolidated Appropriations Act of 2014

Answers to Frequently Asked Questions

How does the FY 2014 Budget Bill impact Biggert-Waters?

The Consolidated Appropriations Act of 2014 (Omnibus), prohibits FEMA through the National Flood Insurance Program (NFIP) from implementing Section 207 of the Biggert-Waters Flood Insurance Reform Act of 2012.

Section 207 directed FEMA to ensure that certain properties' flood insurance rates reflects their full risk after a mapping change or update occurs. Section 207 has not yet been implemented and is not related to changes to flood insurance rates that have already taken place.

NOTE: The Omnibus does not roll back any rate increases that have already occurred as a result of Biggert-Waters. Also, other provisions in Biggert-Waters will continue to be implemented, as directed by Congress, including the phase out of subsidies on certain Pre-Flood Insurance Rate Maps (Pre-FIRM) properties. You can find an overview of the phase out of subsidies [here](#).

FEMA continues to map flood risk for the nation, as directed by Congress.

What other Sections of Biggert-Waters are impacted by the FY 2014 Budget Bill?

The Omnibus does not affect any other provision of Biggert-Waters. This means FEMA is still prohibited from offering subsidized rates to Pre-FIRM properties purchased after Biggert-Waters was enacted, properties not insured when Biggert-Waters was enacted, and properties that experienced a lapse in coverage. Additionally, FEMA will continue to phase-out subsidized

rates for Pre-FIRM non-primary residences, businesses, and properties with severe or repeated flooding. You can find an overview of the phase out of subsidies [here](#).

If a new flood map shows my flood risk has increased, does this mean I won't see an increase in my premium anymore?

The Omnibus only delays FEMA's ability to expend funds appropriated under the Act to implementation of Section 207 through the remainder of the Fiscal Year (Until September 30, 2014). It does not amend or change the requirements in Section 207. Once funding is made available, FEMA will be required to phase in full risk rates, as required under Section 207, for properties located within a community with a revised or updated FIRM dated after July 6, 2012. Additionally, premium rates may be increased under other provisions of the National Flood Insurance Act such as those provisions related to the Reserve Fund or standard rate increases associated with inflation or changes in flood risk.

How long will it take FEMA to implement Section 207 if funding is restored?

FEMA estimates that it will take an additional twelve to eighteen months to issue guidance to Write Your Own companies and implement Section 207 once funding is restored

IS MY POLICY SUBSIDIZED?

Probably Subsidized if your home or business

- ☐ Is in a high-risk area (Special Flood Hazard Area) **and**
- ☐ Is "Pre-FIRM" (which means it was constructed before your community adopted its first Flood Insurance Rate Map) **and**
- ☐ Has not been substantially improved, (which would require the building to be brought up to code).

Not Likely if your home or business

- ☐ Is in a low-risk area **or**
- ☐ Is a newer building (constructed after your community joined the NFIP) **or**
- ☐ Has been substantially improved, requiring the building be brought up to code.

Talk to your agent to see if your policy is subsidized.

HOW WILL CHANGING RATES AFFECT MY PREMIUM?

If your policy is not subsidized, you are likely already paying the full-risk rate. You can expect standard increases plus a reserve fund charge until your Flood Insurance Rate Map is revised or updated.

If your policy is subsidized, premium changes will depend on certain conditions. Learn more inside.

RESOURCES FOR MORE INFORMATION

To find and view your local Flood Map and learn your flood zone: msc.FEMA.gov

To find more information on the Biggert-Waters Flood Insurance Reform Act of 2012 and download a Homeowners Guide to Elevation Certificates: www.FEMA.gov/bw12

To ask questions and get information about flood insurance, call the National Flood Insurance Program Help Center: **1-800-427-4661**

To learn more about the National Flood Insurance Program or find an insurance agent: www.FloodSmart.gov or **1-888-229-0437**



FEMA



CHANGING RISKS >>> CHANGING RATES >>>

Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12) and the National Flood Insurance Program (NFIP)



FEMA



FLOOD INSURANCE

Your Financial Safety Net

Throughout its 45-year history, the NFIP has provided tens of billions of dollars in claims—helping many thousands of home and business owners to recover from the devastating effects of flooding. As the costs and consequences of flooding increase, it is more important than ever to have access to flood insurance. In 2012, Congress passed reform legislation (BW-12) to continue and strengthen the program. The law calls for the removal of certain subsidies provided to some policyholders and for rates to more accurately reflect risk.

THE NFIP IS CHANGING

Subsidies Are No Longer Sustainable

Owners of certain older properties in high-risk areas have been charged premiums that do not reflect the full flood risk. Only properties known as "pre-FIRM," meaning they were built before the community adopted its first Flood Insurance Rate Map (FIRM), were eligible for these subsidies. Only 20 percent of NFIP policies are subsidized. BW-12 requires FEMA to phase out these subsidies for certain properties and prohibits FEMA from offering subsidies for other pre-FIRM properties. Not all subsidies will be removed the same way at the same time. Keep reading to find out if you will be affected by these changes.

INCREASES TO PRE-FIRM SUBSIDIZED RATES

JANUARY 1, 2013

- Owners of non-primary residences with pre-FIRM subsidized rates will see a 25-percent annual increase until full-risk rates are reached.

OCTOBER 1, 2013

- Owners of businesses with pre-FIRM subsidized rates will see a 25-percent annual increase until full-risk rates are reached.
- Owners of properties of 1-4 residences with a pre-FIRM subsidized rate that have experienced severe or repetitive flooding will see a 25-percent annual increase until full-risk rates are reached.*
- Pre-FIRM subsidized policies first in effect on or after July 6, 2012, will move directly to full-risk rates.**
- Pre-FIRM subsidized rate policies on homes purchased on or after July 6, 2012, will move directly to full-risk rates.
- Lapsed pre-FIRM subsidized policies reinstated on or after October 4, 2012, will move directly to full-risk rates.**

OTHER INCREASES

BEGINNING LATE 2014 AT THE EARLIEST

- Upon a revised or updated flood map, BW-12 requires adjustment and phase in rates over 5 years "to accurately reflect the current risk of flood to such property."

*Ask your agent if this applies to you.

**If a policy is already in place, full-risk rates will apply on the first renewal on or after October 1, 2013.

FLOOD ZONE KEY

V

1 percent chance of flooding in any year, risk of coastal storm surge and wave action

A

1 percent chance of flooding in any year

X

Outside the high-risk zones; the risk is reduced, but not removed

ADDRESS YOUR RISK

You can't control the weather, but you can control how protected you are from the consequences of a flood.



LEARN YOUR FLOOD ZONE

- To understand your risk, start with the flood map. Locate your flood map at the FEMA Map Service Center (msc.fema.gov).
- High-risk areas, known as Special Flood Hazard Areas (SFHAs), are designated on the flood maps as "A" or "V." In addition, Zone "D" is assigned to areas with possible but undetermined flood hazards. These zones show the estimated height waters will reach in a major flood—the one percent annual chance of a flood. That elevation above sea level is called the Base Flood Elevation (BFE).



KNOW YOUR ELEVATION

- If you are in a high-risk area, you want to know your property's elevation compared to the BFE. This is the best way to ensure you won't pay more than you should for flood insurance.
- If your elevation information is not on file with your community floodplain manager or agent, you may need to call a surveyor to complete an Elevation Certificate (EC).
- If it turns out your home is at or above BFE, you could see insurance savings. If it's below, you might want to consider mitigation options.



TALK TO YOUR AGENT

- Your agent calculates your insurance premium and can determine how NFIP changes may impact you directly.
- Your agent can also discuss deductible or mitigation actions such as adding flood vents to crawl spaces that could reduce your premium.



MANAGE YOUR RISK

- Protect yourself financially with a flood insurance policy.
- Don't let the policy lapse. You could increase your risk of being unprotected from a flood and, if you are in a high-risk area, a lapse could force an immediate move to the full-risk rate.
- If you can build higher, do so. Higher elevation lowers your risk—and can lower your premium.



V HIGH-RISK COASTAL AREA



A HIGH-RISK AREA



X MODERATE- TO LOW-RISK AREA

BW-12 QUICK >> REFERENCE GUIDE



FEMA



Subsidized Pre-FIRM Buildings in Special Flood Hazard Areas (SFHAs)

	Pre-FIRM Primary or Non-primary Residence or Business	Pre-FIRM Residence or Business With a Lapsed Policy	Pre-FIRM Primary Residence	Pre-FIRM Non-primary Residence	Pre-FIRM Severe Repetitive Loss or Cumulative Payments Exceeding Fair Market Value	Pre-FIRM Business**
Policy Effective Date	Policy first in effect on or after July 6, 2012*	Policy reinstated on or after October 4, 2012	Policy in effect before July 6, 2012	Policy in effect before July 6, 2012	Policy in effect before July 6, 2012	Policy in effect before July 6, 2012
Premium Change (when and how)	October 1, 2013: - Immediate shift to full-risk rates - Tentative rates available for 1 year - Elevation Certificate required	October 1, 2013: - Immediate shift to full-risk rate - Tentative rates available for 1 year - Elevation Certificate required	October 1, 2013: Average increases of 16-17 percent increases within the 20 percent cap authorized by law	January 1, 2013: 25 percent premium increase at renewal - Elevation Certificate needed to determine full-risk rate	October 1, 2013: 25 percent premium increase at renewal - Elevation Certificate needed to determine full-risk rate	October 1, 2013: 25 percent premium increase at renewal - Elevation Certificate needed to determine full-risk rate
	Future: Increases based on actuarial analysis and the Reserve Fund	Future: Increases based on actuarial analysis and the Reserve Fund	Future: Increases based on actuarial analysis and the Reserve Fund	Future: 25 percent annual increases until full-risk rates are reached	Future: 25 percent annual increases until full-risk rates are reached	Future: 25 percent annual increase until full-risk rates are reached
All Pre-FIRM Buildings						
Map Changes	FEMA is still analyzing the impacts section 100207 of BW-12 will have on rates other than pre-FIRM subsidized premiums upon the effective date of a new, revised, or updated FIRM. For now, grandfathering and the Preferred Risk Policy Eligibility Extension remain cost-saving options for policyholders when maps are updated.					

* Assignment of an NFIP policy is allowed. However, the assignment of an NFIP policy from a seller to a buyer occurring on or after July 6, 2012, could require re-rating and an Elevation Certificate for the buyer if it is currently rated with a subsidized rate (e.g., not a standard Zone X or PRP rate).

** BW-12 calls for increases to business properties. Businesses are included in a larger group of non-residential properties. Consequently, all subsidized pre-FIRM policies for non-residential properties will see the same increase upon purchase or renewal on or after October 1, 2013.

TERMS TO KNOW >>

Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12): Congress passed this legislation, which was signed into law on July 6, 2012, calling for changes to the National Flood Insurance Program to make it more sustainable. The changes include the elimination of long-standing subsidies previously available to certain pre-FIRM policyholders.

Elevation Certificate: An Elevation Certificate is an official FEMA form that is completed by a land surveyor (architects and engineers also are permitted to complete the form in some communities) to show a building's elevation. In high-risk areas, this document must be provided to an insurance agent who will compare it to the Base Flood Elevation and calculate an elevation-based premium. CRS communities might have elevation information on file for some buildings.

Non-primary Residence: A building that is lived in for less than 80 percent of the policy year.

Tentative Rates: Tentative rates are a rate class used for up to one year on policies where the necessary information to rate a policy is missing such as the absence of an Elevation Certificate. These rates are higher than subsidized pre-FIRM rates but are not elevation-rated.

AFFECTED PRE-FIRM BUILDINGS ARE:

- Located in Zones V, A (except AR and A99) or D as shown on the Flood Insurance Rate Map (FIRM)
- Built before the community adopted the first FIRM
- Insured using subsidized rates instead of elevation-based rates
- Not likely to have been documented on an Elevation Certificate

Agents should help policyholders determine if their rate is subsidized.

MAP CHANGES >> GRANDFATHERING AND PRP ELIGIBILITY EXTENSION

Currently, the NFIP provides rating options to help reduce the financial impact of map changes: Grandfathering and PRP Eligibility Extension.

PRP Eligibility Extension: Policyholders whose properties are changing from a low- or moderate-risk area to a high-risk area on new FIRMs could qualify for the Preferred Risk Policy Eligibility Extension rule that allows policyholders to retain their PRP instead of paying the new high-risk premiums. Premiums for these PRP Eligibility Extension policies will increase 20 percent each year starting October 1, 2013, until they reach the full rates for Zone X.

Grandfather Rules: Policyholders whose properties are mapped into a higher-risk area or higher BFE when new FIRMs are adopted by a community can qualify for grandfathering. This process allows policyholders to maintain their previous zone and BFE instead of shifting to the rate they could pay if the premium were calculated using the zone and BFE shown on the new FIRM. Some pre-FIRM properties were grandfathered using Zone X standard rates. These standard rates are not subsidized and thus will not increase because of the subsidy phase-out. Premiums still could increase based on actuarial analysis and the NFIP Reserve Fund.

Further guidance on grandfathered rates and premium changes required by Section 100207 of BW-12 when maps are revised or updated will be released in late 2014 at the earliest. But until then, grandfathering and PRP Eligibility Extension remain cost-saving options for eligible policyholders. According to BW-12, policyholders' whose premiums increase after a map change will see the new rates phased in by 20 percent of the total difference each year for 5 years.

RESOURCES >>

BW-12 Fact Sheets and Information:
www.FEMA.gov/BW12

Write Your Own Company Bulletins:
www.NFIPiService.com

Flood Insurance Rate Maps:
MSC.FEMA.gov

Flood Insurance Information:
FloodSmart.gov



Biggert-Waters Flood Insurance Reform Act of 2012 (BW12) Timeline

Date of Implementation	Who Is Affected	What Will Happen	Why Is It Changing
July 10, 2012	Owners of property: - that is affected by flooding on Federal land caused, or exacerbated by, post-wildfire conditions on Federal land, and - who purchased flood insurance fewer than 30 days before the flood loss and within 60 days of the fire containment date.	If a flood occurs under certain conditions, an exception to the 30-day waiting period is implemented for a policy purchased not later than 60 days after the fire containment date.	BW 12 Section 100241 created a third exception to the 30-day waiting period for insurance coverage for private properties affected by flooding from Federal lands as a result of post-wildfire conditions.
October 19, 2012	Policyholders in the Missouri River Basin (ND, SD, IA, NE, KS, MO) who had claims on a policy purchased from May 1-June 6, 2011, and were not damaged by flood for 30 days after purchase date.	When certain conditions are met, an alternative effective date for the policy or the increased coverage is established as the 30th day after the policy purchase date, without regard for the otherwise applicable flood in progress exclusion, for claims denied based on Exclusion V.	BW 12 Section 100227(b) provides an alternative effective date for qualifying policies that had claims from flooding of the Missouri River that started June 1, 2011.
January 1, 2013	Homeowners with subsidized insurance rates on non-primary residences - Properties receiving subsidized insurance rates are those structures built prior to the first Flood Insurance Rate Map (pre-FIRM properties) that have not been substantially damaged or improved.	25 percent increase in premium rates each year until premiums reflect full risk rates	- BW 12 calls for the phase-out of subsidies and discounts on flood insurance premiums. - This premium increase is outlined in Section 100205. - The phase out of subsidies affecting non-primary residences was also mandated by earlier 2012 legislation, HR 5740.
October 1, 2013	Owners of business properties with subsidized premiums - Owners of severe repetitive loss properties consisting of 1-4 residences with subsidized premiums. - Owners of any property that has incurred flood-related damage in which the cumulative amounts of claims payments exceeded the fair market value of such property.	25 percent increase in premium rates each year until premiums reflect full risk rates	- BW 12 calls for the phase-out of subsidies and discounts on flood insurance premiums. - These premium increases are outlined in Section 100205.

Biggert-Waters Flood Insurance Reform Act of 2012 (BW12) Timeline

When	Who Is Affected	What Will Happen	Why Is It Changing
October 1, 2013 cont.	Owners of property - not insured as of the date of enactment of BW 12 (subject to a possible exception in Section 100207 of BW 12); - with a lapsed NFIP policy; - that has been purchased after the date of enactment of BW 12.	Full-risk rates will apply to these policies.	- BW 12 calls for the elimination of subsidies and discounts on flood insurance premiums. - These premium increases are outlined in Section 100205.
Late 2014	Other property owners, including non-subsidized policyholders, affected by map changes	Full-risk rates will be phased in over five years at a rate of 20 percent per year to reach full risk rates.	- BW 12 calls for the phase-out of subsidies and discounts on flood insurance premiums - This premium increase is outlined in Section 100207.

LOCAL



Photos by KEVIN M. COX/The Daily News file photo

A new home is under construction in Crystal Beach last year. Congress sent a bill to President Barack Obama that would reverse much of the 2012 overhaul of the flood insurance program.

Relief in sight from flood insurance hike

White House: Obama will sign measure

From staff and wire reports

» WASHINGTON

President Barack Obama is set to sign into law a bipartisan bill relieving homeowners living in flood-prone neighborhoods from big increases in their insurance bills.

The legislation, which cleared Congress on Thursday, reverses much of a 2012 overhaul of the government's much-criticized flood insurance program after angry homeowners facing sharp premium hikes protested.

The Senate's 72-22 vote sent the House-drafted measure to Obama. White House officials said he'll sign it.

"I'm ecstatic," said Terrilyn Tarlton, a Galveston City Councilwoman who has been one of many local government and business leaders pushing for Congress to help policyholders. "I've been on cloud nine."

The bill would scale back big flood insurance premium increases faced by hundreds of thousands of homeowners. The measure also would allow below-market insurance rates to be passed on to people buying homes in flood zones with taxpayer-subsidized policies.

Critics say Washington is caving to political pressure to undo one of the few recent overhauls

it managed to pass.

"While politically expedient today, this abdication of responsibility by Congress is going to come back and bite them and taxpayers when the next disaster strikes," said Steve Ellis, vice president of Taxpayers for Common Sense, a Washington-based watchdog group. "Everyone knows this program is not fiscally sound or even viable in the near term."

But Tarlton, who owns an insurance business on the island, said coastal states such as Texas were mischaracterized as taking advantage of subsidized rates. Texas and its policyholders have paid more than enough in premiums to cover all claims, while other states with fewer policyholders have taken more than their fair share of flood insurance payouts.

Cruz vote a 'big deal'

Tarlton was one of several coastal officials who lobbied members of Texas's congressional delegation to pass the bill. Among those lawmakers was U.S. Sen. Ted Cruz, who voted for the bill.

Getting Cruz's vote "was not necessary to get the bill passed, but it was a big deal for us," Tarlton said.

The hard-fought 2012 rewrite of the federal flood insurance program was aimed at weaning hundreds of thousands of homeowners off of subsidized rates

and required extensive updating of the flood maps used to set premiums. But its implementation stirred anxiety among many homeowners along the Atlantic and Gulf coasts and in flood plains, many of whom are threatened with unaffordable rate increases.

The legislation offers its greatest relief to owners of properties that were originally built to code but subsequently were found to be at greater flood risk. Such "grandfathered" homeowners benefit from below-market rates that are subsidized by other policyholders, and the new legislation would preserve that status and cap premium increases at 18 percent a year.

Overcoming resistance

The top leaders of both parties came on board, overcoming resistance from defenders of the 2012 overhaul such as House Financial Services Committee Chairman Jeb Hensarling, R-Texas, whose turf was trampled along the way.

"Members on both sides of the aisle and a broad geographic distribution got involved. And when you get enough members involved, it's going to get the attention of the leadership, and that was a major factor," said Rep. Charles Boustany, R-La.

Another provision, eagerly sought by the real estate industry, would allow sellers of older homes built before original flood insurance risk maps were

drafted to pass taxpayer-subsidized policies on to the people buying their homes instead of requiring purchasers to pay actuarially sound rates immediately, as required by the 2012 law.

The measure also would give relief to people who bought homes after the changes were enacted in July 2012 and therefore faced sharp, immediate jumps in their premiums; they would see those increases rolled back and receive rebates. Separate legislation by Sen. Mike Lee, R-Utah, would make sure that rebates would not go to recent buyers of beach houses and other second homes. It passed the Senate on Thursday and is likely to get a vote in the House.

'It's just a delay'

While the bill is a relief to policyholders, Tarlton cautioned against becoming complacent.

"This is not over; it's just a delay," she said. "The time to start working is right now."

Tarlton said Galveston must start work immediately on projects that can earn policyholders discounts through the National Flood Insurance Program's Community Rating System. Under the system, cities can earn up to a 45 percent discount for policyholders through better flood mitigation projects, improved building codes and education projects.

Overview of Flood Plain Managment

Ana Tims- CFM

What is Floodplain Management?

Floodplain management is the operation of a community program of corrective and preventative measures for reducing flood damage.

What is Floodplain Management?

These measures take a variety of forms and generally include requirements for zoning, subdivision or building, and special-purpose floodplain ordinances.

What is Floodplain Management?

A community's agreement to adopt and enforce floodplain management ordinances, particularly with respect to new construction, is an important element in making flood insurance available to home and business owners.

What is Floodplain Management?

Currently over 20,500 communities voluntarily adopt and enforce local floodplain management ordinances that provide flood loss reduction building standards for new and existing development. The City of La Marque is one of these participants.

Management of Flood Plain in the City of La Marque

The legislature of the State of Texas, in V.T.C.A., Water Code § 16.315, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of La Marque, Texas, provided regulations outlined in Chapter 32 of our City Ordinances in 1972 through ordinance number 660.

History of Flood Management

Historically, people at risk from flooding could only hope for help from their neighbors and charitable organizations in the event of a flood.

Government assistance varied from community to community, and flood insurance was scarce.

History of Flood Management

During the 1920s, the insurance industry concluded that flood insurance could not be a profitable venture because the only people who would want flood coverage would be those who lived in floodplains.

Since they were sure to be flooded, the rates would be too high to attract customers.

History of Flood Management

During the 1960s, Congress became concerned with problems related to the traditional methods of dealing with floods and flood damage, construction of structural projects and federal disaster assistance. Both were proving to be quite expensive, with no end in sight.

US Congress Concluded

Although Federal flood programs were funded by all taxpayers, they primarily helped only residents of floodplains. .

US Congress Concluded

Flood protection structures were expensive and could not protect everyone. . People continued to build and live in floodplains, thus still risking disaster. .

Disaster relief was both inadequate and expensive. . The private insurance industry could not sell affordable flood insurance because only those at high risk would buy it.

National Flood Insurance Act

In 1968, Congress passed the National Flood Insurance Act to correct some of the shortcomings of the traditional flood control and flood relief programs.

.

National Flood Insurance Act

The act created the National Flood Insurance Program (NFIP) to:

- . Transfer the costs of private property flood losses from the taxpayers to floodplain property owners through flood insurance premiums.
- . Provide floodplain residents and property owners with financial aid after floods, especially smaller floods that do not warrant federal disaster aid.

National Flood Insurance Act

Guide development away from flood hazard areas. .

Require that new and substantially improved buildings be constructed in ways that would minimize or prevent damage during a flood.

National Flood Insurance Act

Congress charged the Federal Insurance Administration (which at that time was in the Department of Housing and Urban Development) with responsibility for the program. The program is currently administered by the Federal Emergency Management Agency (FEMA) within the Department of Homeland Security

Roles and responsibilities of the City of La Marque in the NFIP

The National Flood Insurance Program is founded on a mutual agreement between the federal government and each participating community.

Roles and responsibilities of the City of La Marque in the NFIP

Local, state and federal governments, and private insurance companies must share roles and responsibilities to meet the goals and objectives of the NFIP.

The community's role is of paramount importance. Residents and property owners can get flood insurance only if the community carries out its responsibilities.

Roles and responsibilities of the City of La Marque in the NFIP

The community enacts and implements the floodplain regulations required for participation in the NFIP. The community's measures must meet regulations set by its state, as well as NFIP criteria.

Roles and responsibilities of the City of La Marque in the NFIP

A participating community commits itself to: .

- Issuing or denying floodplain development/building permits. .
- Inspecting all development to assure compliance with the local ordinance. .
- Maintaining records of floodplain development. .
- Assisting in the preparation and revision of floodplain maps. .
- Helping residents obtain information on flood hazards, floodplain map data, flood insurance and proper construction measures.

The Biggert-Waters Flood Insurance Reform Act of 2012: Addressing Flood Risk

Biggert-Waters

In July 2012, the U.S. Congress passed the Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12) which calls on the Federal Emergency Management Agency (FEMA), and other agencies, to make a number of changes to the way the National Flood Insurance Program (NFIP) is run

Biggert-Waters

. Some of these changes already have occurred, and others will be implemented in the coming months. Key provisions of the legislation will require the NFIP to raise rates to reflect true flood risk, make the program more financially stable, and change how Flood Insurance Rate Map (FIRM) updates impact policyholders. The changes will mean premium rate increases for some — but not all — policyholders over time. Homeowners and business owners are encouraged to learn their flood risk and talk to their insurance agent to determine if their policy will be affected by BW-12.

House of Representatives Passes Rep. Grimm's Flood Insurance Reform Bill

The Senate on March 13 passed the Grimm-Waters Homeowner Flood Insurance Affordability Act (GW-HR3370), with a 72-22 vote. Because the Senate did not amend the bill, it will go directly to the President for his signature. It is the same bill the House passed last week and ASFPM is working on an analysis of the legislation and will get that out soon.

Grimm-Waters Homeowner Flood Insurance Affordability Act

The main focus of the legislation was to solve a political and practical problem – some property owners seeing rate increases of several hundred percent per year. Those affected by the full risk rate triggers that were in Biggert-Waters associated with a new policy or the sale of a home. GW seems to have addressed this issue thoroughly, but not in a very understandable way.

Grimm-Waters Homeowner Flood Insurance Affordability Act

It appears that many of the properties that were seeing 25 percent annual rate increases – most of those are not primary residences – will continue in that manner.

It seems that policies for primary residences will be those capped at an 18 percent increase.

Also, while existing grandfathered policies seem to be able to continue on at grandfathered rates since Section 207 was abolished, a new section requires that new flood insurance policies after the date of enactment of Grimm-Waters in a potential grandfathering situation will be put on a glide path towards actuarial rating.

Grimm-Waters Homeowner Flood Insurance Affordability Act

All policies get a new ANNUAL surcharge: \$25 for primary residence properties, \$250 for non-residential properties and non-primary residential properties. The surcharges would be deposited in the NFIP Reserve Fund, which was established to ensure funds are available for meeting the expected future NFIP obligations.

Grimm-Waters Homeowner Flood Insurance Affordability Act

Requires an Affordability Framework: BW-12 only included an affordability study. GW not only increases the funding for the study, but requires the development of a framework after the study is completed.

Grimm-Waters Homeowner Flood Insurance Affordability Act

Restores substantial improvement to 50 percent (was changed to 30 percent in BW): From a floodplain management point of view, the 30 percent had set up something very difficult to implement in a practical way.

Grimm-Waters Homeowner Flood Insurance Affordability Act

Requires mapping of non-structural flood mitigation features such forests, marshlands, etc. Interesting provision, but what I like about this is that we can begin to start to recognize the flood loss reduction value of natural features of floodplains.

Community Rating System

Participation in the Community Rating System (CRS) is voluntary. By participating, communities earn credit points that determine classifications.

Community Rating System

There are 10 CRS Classes: Class 1 requires the most credit points and provides the largest flood insurance premium reduction (45 percent), while Class 10 means the community does not participate in the CRS or has not earned the minimum required credit points, and residents receive no premium reduction.

Community Rating System

The CRS Classes are based on completion of 19 creditable activities organized into 4 categories:

- Public Information
- Mapping and Regulations
- Flood Damage Reduction
- Warning and Response

Community Rating System Points-

This series credits programs that advise people about the flood hazard, encourage the purchase of flood insurance, and provide information about ways to reduce flood damage. These activities also generate data needed by insurance agents for accurate flood insurance rating. They generally serve all members of the community.

Community Rating System points- Mapping and Regulations

Mapping and Regulations (400 Series) This series credits programs that provide increased protection to new development. These activities include mapping areas not shown on the FIRM, preserving open space, protecting natural floodplain functions, enforcing higher regulatory standards, and managing storm water. The credit is increased for growing communities.

Community Rating System points- Flood Damage Reduction

Flood Damage Reduction Activities (500 Series)

This series credits programs for areas in which existing development is at risk. Credit is provided for a comprehensive floodplain management plan, relocating or retrofitting flood-prone structures, and maintaining drainage systems.

Community Rating System points- Warning and Response

Warning and Response (600 Series)

This series provides credit for measures that protect life and property during a flood, through flood warning and response programs. There is credit for the maintenance of levees and dams and also for programs that prepare for their potential failure.

References

1- What is Flood Plain management-<http://www.fema.gov/floodplain-management>

2- City of La Marque Ordinances Chapter 32

<http://library.municode.com/index.aspx?clientId=14021>

3- National Flood Insurance Program Unit 2 =

http://www.fema.gov/txt/floodplain/nfip_sg_unit_2.txt

3-House of Representatives Passes Rep. Grimm's Flood Insurance Reform Bill- <http://grimm.house.gov/press-release/house-representatives-passes-rep-grimm%E2%80%99s-flood-insurance-reform-bill>

4-ASFPM's Executive Director Gives his initial summary on the Senate's passage of GW-HR3370- <http://www.floods.org/n-news-hottopics/article.asp?id=260#.UyNbEt5NBw0.facebook>

5-Flood Insurance Reform Act of 2012- <http://www.fema.gov/flood-insurance-reform-act-2012>

6-The Biggert-Waters Flood Insurance Reform Act of 2012: Addressing Flood Risk - <http://www.fema.gov/media-library/assets/videos/84711>

7-Getting to Know Flood Reform / Biggert-Waters Flood Insurance Reform Act of 2012- <http://www.fema.gov/media-library/assets/videos/86061>

References

8- Community Rating System -

https://www.floodsmart.gov/floodsmart/pages/crs/community_rating_system.jsp



CITY COUNCIL AGENDA FORM

Meeting Date: March 20, 2014
Prepared by: Carol Buttler
Department: Administration

Agenda item: 9c
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding possible reuse of water project.

☐

Attachments for reference N/A

Staff Briefing:

- Councilmember Trube requested this item be placed on the agenda for Councilmember Brown to brief City Council on the status of his research into water re-use for the City of La Marque.

History:

- Councilmember Brown has been researching methods and possible participants to determine if a water re-use project should be proposed to and considered by City Council.

Target Implementation: N/A

Significant Action Dates: N/A

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

☐

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

Cost Details:

Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name	N/A
Line Items #	N/A
Other Funding	N/A

Staff's Recommendation: Dependent on result of Council discussion.

Fiscal Impact: N/A at this time



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Carol Buttler
Department: Administration

Agenda item: 9d
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding three (3) vacancies on the Clean City Commission.

☐

Attachments for reference – N/A

Staff Briefing:

- Mayor Pro Tem Bell requested this item be placed on the agenda for discussion.
- The City Clerk received letters from three (3) members resigning for personal reasons.
- All Councilmembers were notified as required by the resolution for boards/commissions.
- No applications have been received to fill the vacancies.
- Once applications are received, City Council must be allowed a 30-day review period prior to appointment of applicants.

History:

Target Implementation:

Significant Action Dates:

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other

☒

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

Cost Details:

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

Staff's Recommendation: N/A

Fiscal Impact: NA



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2014
Prepared by: Robin Eldridge
Department: City Clerk

Agenda item: 9e
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding canceling the Regular City Council meeting of May 12, 2014 and scheduling a Special Called City Council meeting for May 19, 2014 – City Manager C. Buttler/City Clerk



Attachments for reference

1. Insert from Election Calendar

Staff Briefing:

- The Regular scheduled City Council meeting for the month of May falls on May 12, 2014, this year.
- The City of La Marque's Municipal Election is on Saturday, May 10, 2014.
- The Election Law Calendar specifies that the period for official canvassing of the election is from May 13, 2014 through May 21, 2014. May 16, 2014 is the last day for a voter to present ID to the Voter Registrar or execute a required affidavit.
- It is also unknown as to whether there will be any provisional ballots cast in this election until 7:00 p.m. on election night.

History:

- Although the second Saturday in May is the uniform Election Day for most cities, during legislation, this date could and has changed in the past.
- By City Charter, the City of La Marque's Regular scheduled Council Meetings are held on the second and fourth Monday of each month. City Council has the authority to make changes as necessary to those meeting dates.

Target Implementation: March 24, 2014

Significant Action Dates:

- **May 10, 2014** – City of La Marque's Municipal Election
 - **May 13, 2014** through May 21, 2014 – Period for Official Canvassing of Election
 - **May 16, 2014** – Last day for voter to present ID or any other required documentation to Voter Registrar
 - **May 19, 2014** – Proposed Special Called Meeting for Canvassing Election and other agenda items
-



CITY COUNCIL AGENDA FORM

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Cancel/Reschedule City Council Meeting

☒

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

Cost Details:

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

Staff's Recommendation: Motion to approve canceling the Regular City Council meeting of May 12, 2014 and scheduling a Special Called City Council meeting for May 19, 2014.

Fiscal Impact: NA

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
May 12	First day for public access to early voting roster and applications and for mailed early voting ballot materials.	City Secretary	9.49(d) 16.56(g)	+2
May 12	Last day to deliver provisional ballots to Voter Registrar of each county in which city is located.	City Secretary	9.41(a)	+2
May 13	Provide Official STATEMENT OF ELECTED OFFICER NOT APPOINTED BY THE GOVERNOR and OATH OF OFFICE to candidates who appear to have won, or may win. These are now Secretary of State Forms 2201 and 2204.	City Secretary	12.32(d)	*+3
May 13-17	Period during which early voting ballot board may meet to count ballots received from outside the United States. The early voting clerk must certify that all ballots mailed from outside the United States have been received if the board counts FPCA ballots before May 16, the 6 th day.	Early Voting Ballot Board	16.74(e)	+3 thru +7
May 13-21	PERIOD FOR OFFICIAL CANVASS. Mayor sets exact day and hour. City secretary records results in election register as soon as practicable after canvass. [Canvass may occur before 11 th day only if all FPCA ballots have been received and the ballot board has completed the count of provisional ballots.]	City Council/ City Secretary	9.42(b) 9.44	+3 thru +11
May 13-21	Completion before canvass of report of early votes cast for each candidate or measure, by election precinct.	City Secretary	16.87	+3 thru +11
May 13-21	AFTER CANVASS, ISSUE CERTIFICATE OF ELECTION.	Mayor	12.23	+3 thru +11
May 13-Jun 2	Partial manual count of electronically counted ballots, must begin not later than 72 hours after polls close and be completed by the 21 st day unless a waiver is obtained from secretary of state or system used is DRE. +21 st day is Sat. The date is extended to Mon, Jun 2 (+23 rd day).	City Secretary	9.45	+3 thru +21 (+23)
May 15	Last day for receiving a ballot from outside the United States.	City Secretary	16.58(b)	+5
May 16	Last day for provisional voter to present ID to voter registrar or execute required affidavit.		16.261(g)	+6
May 16	Last day for voter registrar to complete review of provisional ballots and for early voting clerk to retrieve provisional ballots.	City Secretary	9.41(c)	+6
May 16	Early voting ballot board meets to count ballots received from outside the United States, if the early voting clerk did not certify that all ballots mailed from outside the United States had been received earlier. (Provisional ballots may be processed at this time.)	Early Voting Ballot Board	16.74(e)	+6
May 16	Type A elected officials may qualify and assume duties of office [LGC §22.006]. The statute states 5 th day after election, excluding Sundays. The resulting day is the 6 th day after. Officials may not take office until the canvass is complete unless the election was cancelled.	Candidate with City Secretary	12.34	+6

*An asterisk in Column 5 indicates the time stated is not required by statute.



CITY OF LA MARQUE INTER-DEPARTMENTAL COMMUNICATION

**To act in the best interest of the City
To consistently demonstrate respect to Staff
To invest our resources effectively for our future
To handle our disagreements/conflicts in a
Respectful manner that keeps our Image
Positive with the public and each other**

TO: Honorable Mayor Hocking and City Councilmembers
FROM: Carol Buttler, City Manager
DATE: March 24, 2014
SUBJECT: City Manager Report – February, 2014

a. Development Services

- **See reports attached.**

b. Judicial

- Results for warrant round-up are as follows:
- Stats were kept from February 15 through March 9
- Number of warrants cleared: 312
- Total amount collected: \$52,941.63
- Total value of warrants cleared: \$126,228.81
- Judicial department would like to welcome new employee, Christina Galicia.

c. Police

- **Personnel:**

LMPD:

There are two (2) Police Officer vacancies: an “entry level” civil service examination is scheduled for March 29, 2014.

- **Training:**

LMPD:

The following personnel attended and/or completed training courses as indicated: Telecommunicator (TCM) Tina Crawford --TCIC/NCIC Full Access; TCM Amber Karshner – G-975 (EOC Operations and ICS Interface), IS-405 (Mass Care/Emergency Assistance Overview); Sergeant Kenneth Cagnon--Leadership Skills for Challenging Times; Chief’s Administrative Assistant Charlene Warren–G-975 (EOC Operations and ICS Interface), IS-20 (Diversity Awareness), IS-420 (Implementing Emergency Food and Shelter National Board Program).

- **Operations:**

LMPD:

Chief Aragon was guest speaker at the La Marque Citizens Police Academy Alumni Association meeting on 3-11-14: topic was “Causes of Crime.” An “Interim Action Plan—Hazmat Enforcement Operations” was developed and presented to City Council at a

workshop on 3-10-14. Segments of the action plan (i.e., enhanced enforcement) have been executed; however, because one of the key elements in this plan is limited signage a meeting is being coordinated to have the TXDOT Area Engineer meet with key city officials to discuss this issue.

- **Hazmat Citations Issued:** Since 3-10-14 four (4) citations issued.
- **Overtime Justification Summary for Preceding Month:** shortage of Patrol Officers.
- **Emergency Management Coordinator (EMC) Operations:** Coordination is in progress to develop a contract or *memorandum of understanding* with a food service vendor (to feed employees) and a hazardous material clean-up vendor to be utilized for our city during any man-made or natural disaster.

d. Fire

- **Personnel:**
La Marque Fire Department has one (1) vacancy resulting from the termination of Alfred Decker.
Fire Fighter vacancy posted on City Website March 11, 2014. Posting period will close March 17, 2014.
A new “Position Description” for the Fire Marshal is being prepared so the selection process can commence.
- **Operations:**
Intermedix was notified officially by written directive immediately following execution of the Council resolution to discontinue the existing EMS Billing Waiver Policy and, implement the newly adopted billing policy. The new policy will be based on Date of Service on or after March 11, 2014. Intermedix will also be directed to begin the process of “Bundled Billing”, utilizing the itemized rate schedule previously adopted by City Council. Bundled Billing eliminates the potential and commonly utilized practice for **{disapproval/dispute of numerous itemized charges}** by Commercial Insurance Carriers thereby enhancing billable charges and revenue collected.

Implementation of the ISO improvement Plan has commenced with In-Service Training involving Captain Shafer who attended a “Leadership Development” seminar and FF Kari Welch who attended an “Emergency Vehicle Driving” course. The absence of expanded and specialized training was a significant deficiency during the ISO survey.

The fire hydrant maintenance program which is also a part of ISO Improvement Plan will begin in early April. The scope of the program includes servicing, lubricating, fire flow testing to determine available GPM, debris clearing, painting where necessary, and color coding (bonnet only) in conformance to NFPA (National Fire Protection Association) recognized flow identification standards which improves fire suppression tactics and decision making when performing “size up” upon arrival.

Specifications are being developed for the replacement of existing Personal Protective Clothing and Accessories for subsequent bidding and/or acquisition through an approved “cooperative purchase” contract to ensure the best available pricing and product quality. Specifications are also being developed for the annual allotted acquisition of employee uniforms and accessories for subsequent bidding and/or purchase through an approved “cooperative purchasing” contract to ensure the best available pricing and product quality. Funding for this acquisition was appropriated in the Fy-2014 budget.

All first line and reserve apparatus have undergone “annual preventive maintenance, pump testing and certification, and repairs as necessary from Siddons Martin who is on contract with the city.

The arson investigation into the Gulf Breeze Apartment Complex fire occurring in 2013 was temporarily stalled with the termination of Alfred Decker who was the lead investigator. The investigation has been reassigned to Captain Shafer who is coordinating with Detective Sprull and the District Attorney's Office to ensure the investigation continues. Re-circulation of "Crime Stoppers Reward" flyers has commenced in the complex and surrounding neighborhoods. Flyers will be posted in the area convenience stores and other public places to enhance dissemination and community saturation.

Overtime Utilization:

FY2014 YTD: \$21,365.34. Justification: Required to maintain minimum staffing levels.
March 2014 MTD: \$1,478.74

- **Other:**
- **Statistical information enclosed.**

e. Public Works

- **Public Works Administrative Assistant** – For the month of February, compared to last year, there was an increase in sewer stops, low pressure, street repairs, driveway repairs, departmental administrative calls, inspections, customers at window, recycling and miscellaneous calls.
- **Parks** – For the month of February, compared to last year, work was comparatively the same. Crews spent most of their time trimming trees in Mahan Park and on the RR Tracks. There were not any pavilion rentals for the month.
Right-of-Way Maintenance – For the month of February, there was an increase in utility patches and traffic sign repairs. In addition, crews replaced boards, added stabilized sand and limestone in the parking area at the Highland Bayou Boat Ramp, installed a barricade and picked up 50 tires on Hutto; painted and installed Walter Feigle Park sign; replaced ceiling tiles inside the Library; relocated bookshelves from Library to Records Retention; replaced light bulbs and moved a shelf at City Hall; picked up brush and debris on Banana and hauled brush from 1500 Municipal Drive to the landfill. Staff picked up 60 "bandit" signs from ROW.
- **Utility 22 - Water & Sewer Maintenance** – For the month of February, compared to last year, there was an increase in sewer stops and feet of water mains installed, and a significant decrease in sewer lines cleaned. The department is operating four (4) employees short for the month of February. Staff made recommendations to fill 2 of the 4 vacancies.
- **Utility 24 – Water & Waste Water** – For the month of February, at the Treatment Plant all data is comparative to the same as last year with the exception of a decrease in flow totals and chemicals used.
- **Utility 26 – Water & Waste Water Maintenance** – For the month of February, there was a decrease in corrective measures. A recent vacancy has become available; vacancy has been posted for applications.
- **Overtime Hours:**
- **Department 9** – overtime hours for being on-call; carrying the on-call telephone and assisting Utility 22 with a repair
- **Department 10 (Shop)** – overtime hours for being on-call; carrying the on-call telephone.
- **Department 12** – overtime hours for being on-call; carrying the on-call telephone
- **Department 22** – overtime hours for on call maintenance worker and operator who worked sewer stops and water leaks after hours and also for being on-call; carrying the on-call telephone
- **Department 24** – overtime hours for weekend Plant operations duties

f. Financials

- See report attached.

DEVELOPMENT SERVICES

Feb-14	February 2014	January 2013	February 2013	Fiscal Year To Date
Plumbing Inspections				
Gas Test	37	20	23	144
Plumbing Final	24	14	24	112
Plumbing Top-Out	14	20	19	71
Plumbing Underground	10	7	11	30
Sewer Line	8	9	13	44
Water Heater	5	7	0	16
Water Line	11	7	10	34
Total	109	84	100	451
Electrical inspections				
Electric Underground	2	1	0	5
Electrical Final	14	15	5	73
Electrical Meter Loop	21	19	11	107
Electrical Pool Bonding	2	0	0	2
Electrical Rough-In	6	14	19	55
Generators	0	0	0	0
Temporary poles	12	9	5	51
Total	57	58	40	293
Mechanical Inspections				
Mechanical Rough In	8	7	14	42
Mechanical Final	16	11	4	61
Total	24	18	18	103

Feb-14	February 2014	January 2013	February 2013	Fiscal Year To Date
Building Inspections				
Brick Ties	8	2	5	19
Building Final	14	6	8	54
Bulkhead	2	0	0	2
Deck	0	0	0	0
Driveways	11	4	8	47
Foundation Slab/Pier	13	11	13	46
Framing	4	11	17	47
House leveling	0	0	0	0
Pool Seal	2	0	0	2
Sign	0	0	0	4
Total	54	34	51	221
Service Inspections				
Service Inspections (C of O)	8	4	6	23
			February	252
Total Inspections				1091

Building Permits

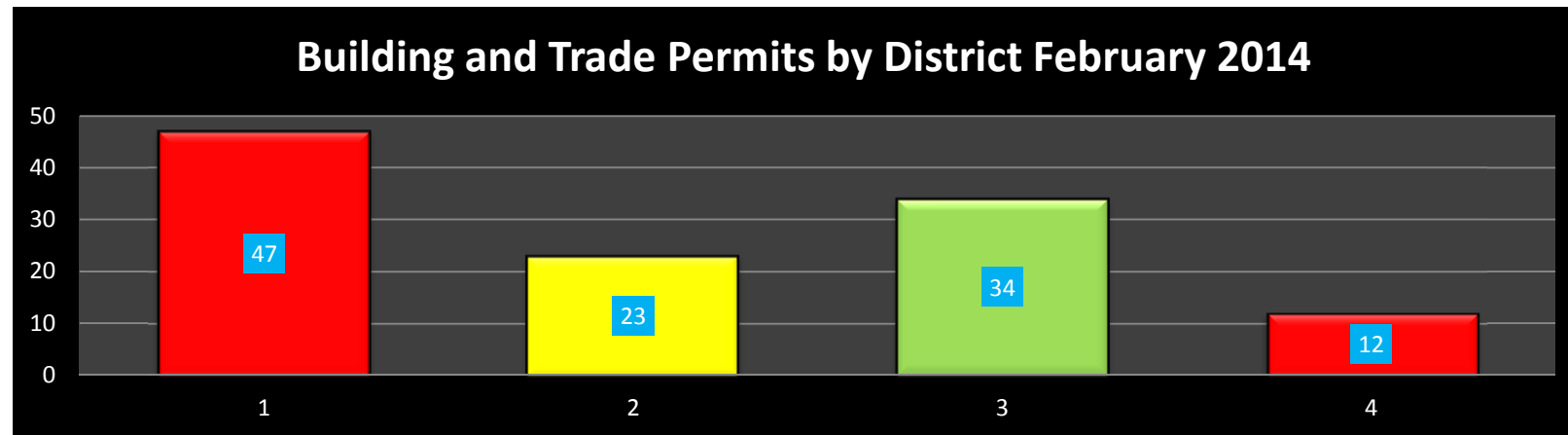
Feb-14	February 2014	January 2013	February 2013	Fiscal Year To Date
Flammable Fluids	1	0	0	4
Building	41	43	31	218
Burial	1	0	0	1
Community Room	0	0	0	0
Culvert Setting	1	0	1	4
Demolition	3	7	0	19
Electrical	20	26	31	127
Fire Code Plan review	0	0	0	0
Fire protection	0	0	0	0
Highland Bayou Park	0	1	0	0
Irrigation	0	0	0	0
Junkyard	0	0	0	1
Liquor License	2	2	4	12
Mechanical	21	13	22	72
Mobile Home Parks/Mobile Home	0	0	0	4
Plan Reviews	0	0	0	0
Plumbing	34	26	26	170
Public Information	0	0	0	0
Replat Fee	0	0	0	0
Rezone	1	1	0	5
Service Inspection	4	1	4	18
Sign	1	0	0	4
Solicitor	0	0	0	0
Temporary Operation	36	47	19	176
Wrecker Permit	0	1	0	6
Total	166	168	138	
			Total Permits	841

Building and trade permits by district for February 2014

	District A red	District B yellow	District C green	District D blue
Building permits	16	8	12	5
Electrical permits	10	3	6	1
Mechanical Permits	11	8	2	0
Plumbing Permits	10	4	14	6
Total	47	23	34	12

Special Projects

We continue to see a raise in Building Inspections form last moths tally of 198 and this month at 252, in total 54



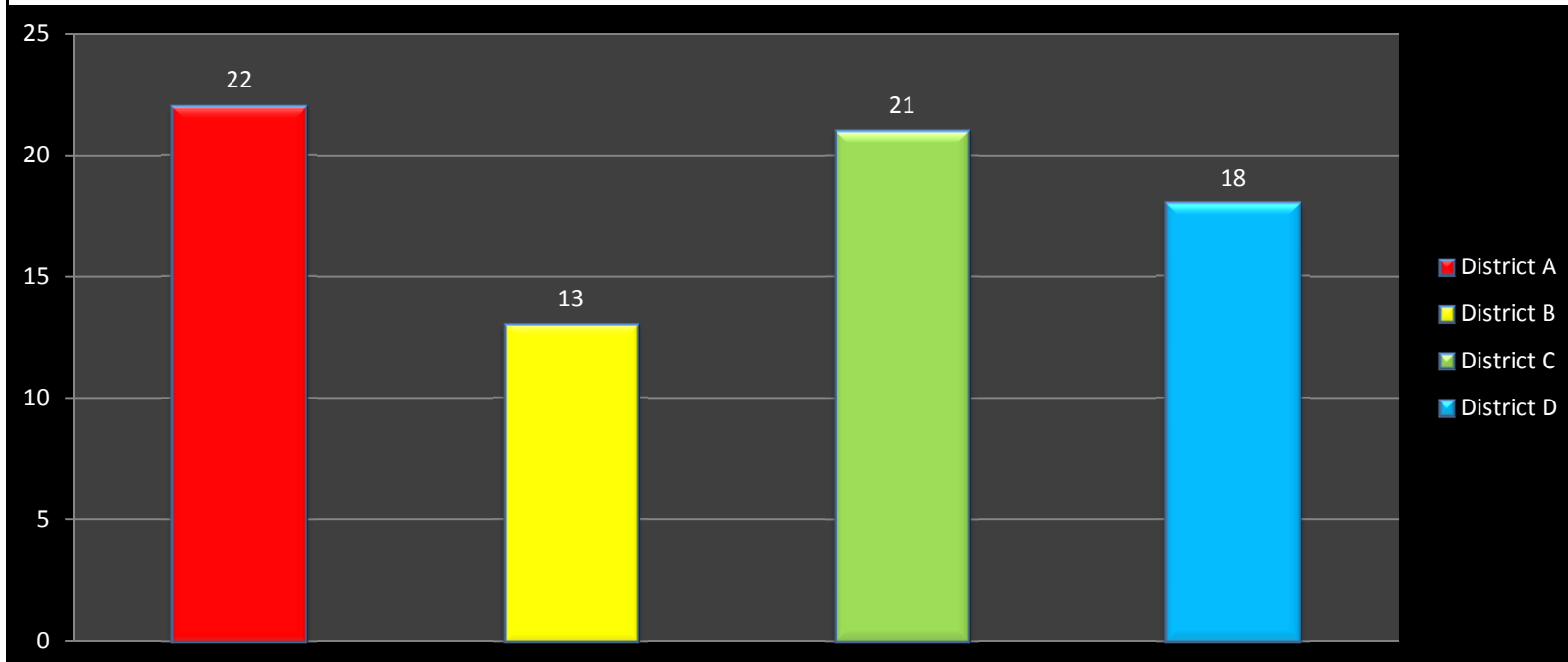
Feb-14	February 2014	January 2013	February 2013	Fiscal Year To Date
Code Enforcement Violations (properties may have more than one violation)				
Abandoned Premises	0	1	2	9
Accumulation of Rubbish or Garbage	2	1	5	9
Disposal of Rubbish or Garbage	0	0	5	4
Garbage,Rodents,Refuse & Other Waste	5	4	5	35
Graffiti	0	0	0	2
High Grass	4	1	2	37
Junk Vehicles	44	43	0	141
Junkyard Applications	1	1	0	2
Junkyard Enclosure	0	1	0	1
Keeping of swine, fowl, etc	0	0	0	2
Peddlers Licence/ Liquor Lic required	0	0	0	0
Plumbing Hazards	5	3	0	9
Prohibited home occupations	1	0	0	2
Property owner responsibility	7	3	3	23
Removal of Rubble & Haz-Mat	0	1	0	1
Required RV Park License/RV parking	1	0	0	1
RV Parks Rules & Regulations	0	0	0	0
Sanitation	4	2	2	12
Security of Vacant Premises	5	2	2	20
Stop Work Order	0	2	0	14
Unlawful Deposits	0	0	2	0
Vacant Premises	5	1	2	15
Water Heater T & P Discharge	0	0	0	2
Water Systems/Dirty pools	0	0	0	5
Zoning District Violations	3	0	0	6

Feb-14	February 2014	January 2013	February 2013	Fiscal Year To Date
Code Enforcement Violations (properties may have more than one violation)				
Industrial Business without a Dwelling	0	0	0	0
Accessory Buildings	0	0	0	1
Barking Dogs as a public nuisance	0	1	0	1
Comercial Trash Containers	0	0	0	0
Commercial containers Garb inside	0	0	0	0
Dangerous Conditions	4	0	0	5
Electrical Licensing Required	1	0	0	2
Exterior Structural Maintenance	13	0	6	22
Fire Protection	1	0	2	5
Flexible Chords where permitted	0	0	0	3
Human water consumption	0	0	0	0
Illegal Dumping	2	0	2	5
Interior surfaces in disrepair	3	0	3	7
Kennels	2	1	0	3
No ceiling voids allowing fire ext.	0	0	0	4
Occupant responsible for extermination	0	0	0	0
Refrig. / Containers Acces. To Child	2	1	0	7
Removal of combustibles	1	0	0	2
Screening Required/ not up to code	0	0	1	1
Street Address Placement	0	3	0	6
Subst./Delapidted Bldg.	4	7	2	22
Tires Illegal dumping	2	3	1	15
Underground Storage Tank	0	0	0	0
Unsafe Electrical Systems	4	0	0	6
Unsafe Structures	16	15	2	62
Walking Surfaces/Drainage	3	0	2	5
Working Without Permit/License	9	1	0	19
TOTAL	154	98	51	555

Feb-14	February 2014	January 2013	February 2013	Fiscal Year To Date
Abatement of property				
10 day Compliance extn	2	1	0	28
30 day compliance extn	2	9	0	10
Abated by City	10	9	2	19
Abated by Owner	40	11	1	67
Court No Show	0	9	1	2
Charges Dismissed	0	0	0	0
Court Reset	1	3	1	5
Gave Initial Notice	59	31	0	107
Letter sent to City Attorney	0	0	0	0
Obtained bid to abate	26	6	0	31
Recheck / Follow Up	79	45	8	115
Retake & Request Pictures	53	40	8	80
Sent to Court	12	7	1	20
TOTAL	284	171	22	453

Code Enforcement Inspections - Complaint Driven

	District A	District B	District C	District D
Property Inspections	22	13	21	18
Total Insp			74	



JUDICIAL DEPARTMENT

Beginning Date.....: 03/01/2014
Ending Date.....: 03/18/2014
by Citation date

Agency.....: POLICE DEPARTMENT
Officer.....: All

Type of Offense.....: All

Special Flag.....:

Entered By.....: All

Total by Race/Sex.....: Yes

Sort By.....: Officer Badge

PD POLICE DEPARTMENT

514 GANDY, FORREST

Totals for Officer

Number of Citations for Officer.....:	23
Number of Violations for Officer.....:	27
Amount of Fines/Fees Assessed.....:	\$8,355.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$8,355.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	2
Number of Citations by Sex	
Male	14
Female	9
Unknown	0
Number of Citations by Race	
White	18
Black	4
OTHER	1

530 KELEMEN, MIKE

Totals for Officer

Number of Citations for Officer.....:	8
Number of Violations for Officer.....:	9
Amount of Fines/Fees Assessed.....:	\$2,817.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$2,817.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	6
Female	2
Unknown	0
Number of Citations by Race	
White	1
Black	7

531 HAWTHORNE, JULEA

Totals for Officer

Number of Citations for Officer.....:	16
Number of Violations for Officer.....:	17
Amount of Fines/Fees Assessed.....:	\$3,475.57

Citation Date: 3/01/2014 - 3/18/2014

Summary

Amount of Paid/Bond Applied.....:	\$491.57
Amount Outstanding.....:	\$2,984.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	2
Number of Citations by Sex	
Male	10
Female	5
Unknown	1
Number of Citations by Race	
White	4
Black	8
HISPANIC	2
Unknown	2

533 HUMAN,J

Totals for Officer

Number of Citations for Officer.....:	10
Number of Violations for Officer.....:	19
Amount of Fines/Fees Assessed.....:	\$5,514.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$5,514.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	7
Female	3
Unknown	0
Number of Citations by Race	
White	3
Black	5
HISPANIC	1
American Indian	1

534 KING,CONAN

Totals for Officer

Number of Citations for Officer.....:	2
Number of Violations for Officer.....:	2
Amount of Fines/Fees Assessed.....:	\$558.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$558.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Number of Citations by Sex

Male	2
Female	0
Unknown	0

Number of Citations by Race

Black	1
HISPANIC	1

535 BEST, ANDREW

Totals for Officer

Number of Citations for Officer.....	7
Number of Violations for Officer.....	14
Amount of Fines/Fees Assessed.....	\$4,134.00
Amount of Paid/Bond Applied.....	\$0.00
Amount Outstanding.....	\$4,134.00
Number of Citations to Juveniles.....	0

Number of Citations to Minors.....	1
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Number of Citations by Sex

Male	7
Female	0
Unknown	0

Number of Citations by Race

White	3
Black	4

536 HUNTER, DAVID

Totals for Officer

Number of Citations for Officer.....	16
Number of Violations for Officer.....	22
Amount of Fines/Fees Assessed.....	\$6,839.87
Amount of Paid/Bond Applied.....	\$759.87
Amount Outstanding.....	\$6,080.00
Number of Citations to Juveniles.....	1

Number of Citations to Minors.....	2
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Number of Citations by Sex

Male	8
Female	8
Unknown	0

Number of Citations by Race

White	4
Black	10
OTHER	2

537 VALENCIA,E

Totals for Officer

Number of Citations for Officer.....:	9
Number of Violations for Officer.....:	12
Amount of Fines/Fees Assessed.....:	\$3,828.00
Amount of Paid/Bond Applied.....:	\$103.00
Amount Outstanding.....:	\$3,725.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	6
Female	3
Unknown	0
Number of Citations by Race	
White	3
Black	5
HISPANIC	1

538 WALTON,HARVEY

Totals for Officer

Number of Citations for Officer.....:	10
Number of Violations for Officer.....:	10
Amount of Fines/Fees Assessed.....:	\$4,554.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$4,554.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	2
Number of Citations by Sex	
Male	6
Female	4
Unknown	0
Number of Citations by Race	
White	7
Black	3

539 DAY,JUSTIN

Totals for Officer

Number of Citations for Officer.....:	7
Number of Violations for Officer.....:	7
Amount of Fines/Fees Assessed.....:	\$3,396.00
Amount of Paid/Bond Applied.....:	\$299.00

Amount Outstanding.....:	\$3,097.00
Number of Citations to Juveniles.....:	2
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	7
Female	0
Unknown	0
Number of Citations by Race	
White	3
Black	4

540 OCONNOR,

Totals for Officer

Number of Citations for Officer.....:	6
Number of Violations for Officer.....:	6
Amount of Fines/Fees Assessed.....:	\$1,658.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$1,658.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	3
Female	3
Unknown	0
Number of Citations by Race	
White	1
Black	5

548 DRICKS,RICHARD

Totals for Officer

Number of Citations for Officer.....:	18
Number of Violations for Officer.....:	26
Amount of Fines/Fees Assessed.....:	\$9,601.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$9,601.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	2
Number of Citations by Sex	
Male	13
Female	5
Unknown	0

Number of Citations by Race

White	9
Black	7
HISPANIC	2

550 GOMEZ, KIMBERLY

Totals for Officer

Number of Citations for Officer.....:	1
Number of Violations for Officer.....:	1
Amount of Fines/Fees Assessed.....:	\$566.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$566.00
Number of Citations to Juveniles.....:	0

Number of Citations to Minors.....:	0
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Number of Citations by Sex

Male	1
Female	0
Unknown	0

Number of Citations by Race

White	1
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Totals for Agency

Number of Citations for Agency.....:	133
Number of Violations for Agency.....:	172
Amount of Fines/Fees Assessed.....:	\$55,296.44
Amount of Paid/Bond Applied.....:	\$1,653.44
Amount Outstanding.....:	\$53,643.00
Number of Citations to Juveniles.....:	3

Number of Citations to Minors.....:	15
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Number of Citations by Sex

Male	90
Female	42
Unknown	1

Number of Citations by Race

White	57
Black	63
OTHER	3
HISPANIC	7
Unknown	2
American Indian	1

Grand Totals

Total Number of Citations.....:	133
Total Number of Violations.....:	172
Total Amount of Fines/Fees Assessed:	\$55,296.44
Total Amount of Paid/Bonds Applied...:	\$1,653.44
Amount Outstanding.....:	\$53,643.00
Total Number of Citations Juveniles..:	3
 Total Number of Citations Minors.....:	 15
 Total Number of Citations by Sex	
Male	90
Female	42
Unknown	1
 Total Number of Citations by Race	
White	57
Black	63
OTHER	3
HISPANIC	7
Unknown	2
American Indian	1

Beginning Date.....: 03/01/2014

Ending Date.....: 03/18/2014

by Citation date

Agency.....: POLICE DEPARTMENT

Officer.....: All

Type of Offense.....: All

Special Flag.....:

Entered By.....: All

Total by Race/Sex.....: Yes

Sort By.....: Officer Badge

PD POLICE DEPARTMENT

548 DRICKS, RICHARD

Totals for Officer

Number of Citations for Officer.....:	4
Number of Violations for Officer.....:	4
Amount of Fines/Fees Assessed.....:	\$0.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$0.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	3
Female	1
Unknown	0
Number of Citations by Race	
White	2
Black	2

Totals for Agency

Number of Citations for Agency.....:	4
Number of Violations for Agency.....:	4
Amount of Fines/Fees Assessed.....:	\$0.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$0.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	3
Female	1
Unknown	0
Number of Citations by Race	
White	2
Black	2

Grand Totals

Total Number of Citations.....:	4
Total Number of Violations.....:	4
Total Amount of Fines/Fees Assessed:	\$0.00
Total Amount of Paid/Bonds Applied...:	\$0.00
Amount Outstanding.....:	\$0.00
Total Number of Citations Juveniles..:	0

Total Number of Citations Minors.....:	0
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Total Number of Citations by Sex	
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Male	3
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Female	1
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Unknown	0
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Total Number of Citations by Race	
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White	2
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Black	2
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Beginning Date.....: 03/01/2014

Ending Date.....: 03/18/2014

by Citation date

Agency.....: TEXAS DEPART. PUBLIC SAFETY

Officer.....: All

Type of Offense.....: All

Special Flag.....:

Entered By.....: All

Total by Race/Sex.....: Yes

Sort By.....: Officer Badge

DPS TEXAS DEPART. PUBLIC SAFETY

12089 GONZALES,MIKE

Totals for Officer

Number of Citations for Officer.....:	8
Number of Violations for Officer.....:	10
Amount of Fines/Fees Assessed.....:	\$3,606.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$3,606.00
Number of Citations to Juveniles.....:	1
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	7
Female	1
Unknown	0
Number of Citations by Race	
HISPANIC	3
Unknown	1
Black	3
Asian	1

12345 PETRILLO,JOSEPH

Totals for Officer

Number of Citations for Officer.....:	3
Number of Violations for Officer.....:	4
Amount of Fines/Fees Assessed.....:	\$756.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$756.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	3
Female	0
Unknown	0
Number of Citations by Race	
Unknown	1
Black	1
White	1

13202 GUERRA,M

Totals for Officer

Citation Date: 3/01/2014 - 3/18/2014

Summary

Number of Citations for Officer.....:	4
Number of Violations for Officer.....:	4
Amount of Fines/Fees Assessed.....:	\$781.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$781.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	4
Female	0
Unknown	0
Number of Citations by Race	
White	4

13635 VEGA,CHRISTOPHER

Totals for Officer

Number of Citations for Officer.....:	4
Number of Violations for Officer.....:	6
Amount of Fines/Fees Assessed.....:	\$1,731.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$1,731.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1
Number of Citations by Sex	
Male	4
Female	0
Unknown	0
Number of Citations by Race	
Black	1
White	3

14025 ARCE,M

Totals for Officer

Number of Citations for Officer.....:	5
Number of Violations for Officer.....:	8
Amount of Fines/Fees Assessed.....:	\$2,694.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$2,694.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	2
Number of Citations by Sex	
Male	5

Citation Date: 3/01/2014 - 3/18/2014

Summary

Female	0
Unknown	0

Number of Citations by Race

Black	3
White	2

14096 PACK,M

Totals for Officer

Number of Citations for Officer.....:	3
Number of Violations for Officer.....:	5
Amount of Fines/Fees Assessed.....:	\$1,220.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$1,220.00
Number of Citations to Juveniles.....:	0

Number of Citations to Minors.....:	0
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Number of Citations by Sex

Male	2
Female	1
Unknown	0

Number of Citations by Race

HISPANIC	1
White	2

14142 BEAN,C

Totals for Officer

Number of Citations for Officer.....:	2
Number of Violations for Officer.....:	2
Amount of Fines/Fees Assessed.....:	\$448.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$448.00
Number of Citations to Juveniles.....:	0

Number of Citations to Minors.....:	0
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Number of Citations by Sex

Male	0
Female	2
Unknown	0

Number of Citations by Race

Black	1
Asian	1

14178 HUMPHREYS,W

Totals for Officer

Number of Citations for Officer.....:	1
Number of Violations for Officer.....:	2
Amount of Fines/Fees Assessed.....:	\$598.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$598.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	0
Female	1
Unknown	0
Number of Citations by Race	
Black	1

14195 MULL,K

Totals for Officer

Number of Citations for Officer.....:	2
Number of Violations for Officer.....:	2
Amount of Fines/Fees Assessed.....:	\$780.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$780.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	1
Female	1
Unknown	0
Number of Citations by Race	
Unknown	1
White	1

Totals for Agency

Number of Citations for Agency.....:	32
Number of Violations for Agency.....:	43
Amount of Fines/Fees Assessed.....:	\$12,614.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$12,614.00
Number of Citations to Juveniles.....:	1
Number of Citations to Minors.....:	4
Number of Citations by Sex	
Male	26

Citation Date: 3/01/2014 - 3/18/2014

Summary

Female	6
Unknown	0

Number of Citations by Race

HISPANIC	4
Unknown	3
Black	10
Asian	2
White	13

Grand Totals

Total Number of Citations.....:	32
Total Number of Violations.....:	43
Total Amount of Fines/Fees Assessed:	\$12,614.00
Total Amount of Paid/Bonds Applied...:	\$0.00
Amount Outstanding.....:	\$12,614.00
Total Number of Citations Juveniles.:	1

Total Number of Citations Minors.....:	4
--	---

Total Number of Citations by Sex

Male	26
Female	6
Unknown	0

Total Number of Citations by Race

HISPANIC	4
Unknown	3
Black	10
Asian	2
White	13

Beginning Date.....: 03/01/2014

Ending Date.....: 03/18/2014

by Citation date

Agency.....: CODE ENFORCEMENT

Officer.....: All

Type of Offense.....: All

Special Flag.....:

Entered By.....: All

Total by Race/Sex.....: Yes

Sort By.....: Officer Badge

CE CODE ENFORCEMENT

631 TIMS, ANA

Totals for Officer

Number of Citations for Officer.....:	2
Number of Violations for Officer.....:	4
Amount of Fines/Fees Assessed.....:	\$2,264.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$2,264.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	2
Female	0
Unknown	0
Number of Citations by Race	
Black	2

Totals for Agency

Number of Citations for Agency.....:	2
Number of Violations for Agency.....:	4
Amount of Fines/Fees Assessed.....:	\$2,264.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$2,264.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	2
Female	0
Unknown	0
Number of Citations by Race	
Black	2

Grand Totals

Total Number of Citations.....:	2
Total Number of Violations.....:	4
Total Amount of Fines/Fees Assessed:	\$2,264.00
Total Amount of Paid/Bonds Applied...:	\$0.00
Amount Outstanding.....:	\$2,264.00
Total Number of Citations Juveniles..:	0
Total Number of Citations Minors.....:	0

Total Number of Citations by Sex

Male	2
Female	0
Unknown	0

Total Number of Citations by Race

Black	2
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Beginning Date.....: 03/01/2014

Ending Date.....: 03/18/2014

by Citation date

Agency.....: CITY MARSHAL

Officer.....: All

Type of Offense.....: All

Special Flag.....:

Entered By.....: All

Total by Race/Sex.....: Yes

Sort By.....: Officer Badge

CM CITY MARSHAL

600 VANSTAVERN, KATHLEEN

Totals for Officer

Number of Citations for Officer.....:	2
Number of Violations for Officer.....:	2
Amount of Fines/Fees Assessed.....:	\$1,132.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$1,132.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	2
Female	0
Unknown	0
Number of Citations by Race	
White	1
HISPANIC	1

Totals for Agency

Number of Citations for Agency.....:	2
Number of Violations for Agency.....:	2
Amount of Fines/Fees Assessed.....:	\$1,132.00
Amount of Paid/Bond Applied.....:	\$0.00
Amount Outstanding.....:	\$1,132.00
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0
Number of Citations by Sex	
Male	2
Female	0
Unknown	0
Number of Citations by Race	
White	1
HISPANIC	1

Grand Totals

Total Number of Citations.....:	2
Total Number of Violations.....:	2
Total Amount of Fines/Fees Assessed:	\$1,132.00
Total Amount of Paid/Bonds Applied..:	\$0.00
Amount Outstanding.....:	\$1,132.00
Total Number of Citations Juveniles..:	0

Total Number of Citations Minors.....:	0
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Total Number of Citations by Sex	
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Male	2
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Female	0
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Unknown	0
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Total Number of Citations by Race	
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White	1
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HISPANIC	1
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POLICE/OEM

City of La Marque
Monthly and Year
To Date

Police Department
Month: February
Year: 2014

	CURRENT MONTH (Feb14)	CURRENT MO. PREV. YR. (Feb13)	PREV. MONTH (Jan14)	YR. TO DATE 2014	PREV. YR. TO DATE 2013
<u>PART I CRIMES:</u>					
Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	1	3	2	3	4
Assault (*includes simple)	36	32	37	75	76
Burglary	12	19	13	28	39
Theft	75	62	57	139	123
M.V. Theft	3	2	7	13	6
<u>PART II CRIMES:</u>	191	203	264	455	394
<u>CALLS FOR SERVICE:</u>	1,656	1,987	2,016	3,672	4,002
<u>ACCIDENTS:</u>	19	26	21	40	57
Injuries	4	9	7	11	20
Non-injury	15	17	14	29	37
Fatalities	0	1	0	0	1
Alcohol Related	0	1	1	1	2
<u>ADULT ARRESTS:</u>	164	139	212	376	238
<u>JUVENILE DETENTIONS:</u>	0	2	2	2	2
<u>TRAFFIC STOPS:</u>	261	371	367	628	662
Citations	201	298	296	497	533
Violations	254	406	409	663	725
Warnings	6	9	12	18	19
<u>DISTURBANCES:</u>	84	103	99	183	199

This month, the Police Department arrested **33** people on municipal warrants, serving **92** warrants.

To date, the Police Department has arrested **84** people on municipal warrants, serving **216** warrants.



**2014 LA MARQUE POLICE DEPT.
CRIME STATS**



	2010				2011				2012				2013				2014							
	January - December				January - December				January - December				January - December				January - February							
	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	Offense 2013	Offense 2014	% +/-	Clearance 2013	Clearance 2014	% CL 2013	% CL 2014	
Murder	3	-25%	2	67%	2	-33%	2	100%	1	-50%	1	100%	1	-50%	1	100%	0	0	0%	0	0	100%	100%	
Rape	6	-73%	3	50%	5	-17%	2	40%	14	280%	8	57%	5	280%	5	100%	0	0	0%	0	0	100%	100%	
Robbery	34	-13%	16	47%	28	-18%	12	43%	23	-18%	11	48%	26	-18%	9	35%	4	3	-25%	0	2	0%	67%	
Aggravated Assault	39	-60%	23	59%	29	-26%	18	62%	32	10%	31	97%	41	10%	26	63%	6	5	-17%	2	4	33%	80%	
La Marque Violent Crime Total	82	-50%	44	54%	64	-22%	34	53%	70	10%	51	73%	73	10%	41	56%	10	8	-20%	2	6	20%	75%	
Texas Violent Crime Total	113,300	-7%	49,852	44%	104,961	-7%	59,827	57%	106,262	1%	47,818	45%	*	*	*	*	*	*	*	*	*	*	*	
Burglary	202	-16%	77	38%	203	0%	16	8%	193	-6%	17	9%	162	-6%	23	14%	39	28	-28%	4	7	10%	25%	
Theft	478	23%	159	33%	443	-7%	97	22%	477	7%	202	42%	747	7%	313	42%	123	139	13%	29	84	24%	60%	
Motor Vehicle Theft	29	-37%	15	52%	33	18%	8	24%	43	30%	15	35%	51	30%	11	22%	6	13	117%	1	6	17%	46%	
Arson	4	400%	0	0%	2	-50%	1	50%	9	900%	0	0%	5	900%	0	0%	0	0	0%	0	0	100%	100%	
La Marque Property Crime Total	713	5%	251	35%	681	-4%	122	18%	722	5%	234	32%	965	5%	347	36%	168	180	7%	34	97	20%	54%	
Texas Property Crime Total	951,971	-4%	142,796	15%	892,419	-6%	142,787	16	875,320	2%	140,051	16	*	*	*	*	*	*	*	*	*	*	*	
	RATE	% +/-	RATE	% +/-	RATE	% +/-	RATE	% +/-	RATE	% +/-	RATE	% +/-	RATE	% +/-	RATE	% +/-	RATE		% +/-					
La Marque Violent Crime Rate	594	-50%	441	-26%	482	9%	503	-5%	55	-20%							55		-20%					
Texas Violent Crime Rate	451	-8%	409	-9%	408	0%	*	*	*	*							*		*					
La Marque Property Crime Rate	5,169	5%	4,894	-5%	4,976	5%	6,651	31%	1,241	7%							1,241		7%					
Texas Property Crime Rate	3,786	-6%	3,476	-8%	3,359	-3%	*	*	*	*							*		*					
Calls For Service	25,017				22,549				24,036				24,371				3,672							
Population Estimate	13,794				14,509				14,509				14,509				14,509							
Officers per 1,000 pop.	2.1				TX = 2.1 LM = 1.9				TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9							
DWI	39				69				63				42				6							
Traffic Citations	1,917				2,874				3,237				3,514				497							
Drug Arrests	90				198				189				183				53							

*Data unavailable

**Bandit Sign Report
February 2014**

Pick-up Date	Telephone Number	Sign Title	Address	Notified By	Date Contacted
02/09/14	832.885.0348	Oil, Filter, Lube	2502 Cedar Dr.	Regalado	02/22/14
02/09/14	409.925.8843 281.534.3521	Ernie Smith & Sons Roofing	None.	Regalado	No Answer
02/09/14	409.935.6300 832.277.7681	The Vault Ladies, Hats, Jewelry	None.	Regalado	02/22/14
02/09/14	409.935.4946	Check on a Check Income Tax	None.	Regalado	02/22/14
02/09/14	281.889.9177	Move In Ready on ½ Acre	None.	Regalado	No Answer
02/09/14	713.305.0188	For Sale By Owners	None.	Regalado	02/22/14
02/09/14	713.413.1000	No Credit Check! Owner Finance	None.	Regalado	No Answer

On the month of February 2014 seven signs where picked up and logged. All offenders received a call to the phone numbers associated with the sign. Six of the seven offenders received their first warning or left a message on voice mall. Last offender is a repeat offender which has received multiple warnings.

Galveston County Health District



Animal Services Division

Animal Resource Center - Monthly Report by Jurisdiction

City: La Marque
 Month: February 2014
 Completed By: Aric J. Owens

ANIMALS:

Incoming Animals: 39		Outgoing Animals-Disposition Method: 34								
Incoming Field	33	Adoptions	Redeemed by Citizen	Rescued by Group	Euthanized	Quarantine Return	Died in Care	Dead on Arrival	Escaped	Other-Duplicate Animal Record
Incoming Shelter	6	9	1	1	23	0	0	0	0	0
		Includes 2 Owner Request Euth								

CALLS: 95

Average Response Time <u>0:40</u> (hours)		
25 <u>Contained By Citizen/Trap</u>	37 <u>Stray</u>	12 <u>Neglect/Welfare Check</u>
24 Animal Picked Up 1 Animal Not Found Incident Closed Call Cancelled Unable to Capture Return to Owner Escaped During Transfer	7 Animal Picked Up 11 Animal Not Found Call Cancelled 5 Unable to Capture Escaped During Transfer 2 Notice/Citation Issued 1 Incident Closed 10 Conference w/Owner/Complainant 1 Return to Owner	Animal Picked Up 3 Animal Not Found 7 Conference w/Owner/ Complainant 2 Notice/Citation Issued Incident Closed Report Not Valid
1 <u>Nuisance</u>	15 <u>Sick/Injured</u>	0 <u>Wildlife</u>
Animal Picked Up Animal Not Found 1 Incident Closed Conference w/ Owner/Complainant Citation/Notice Issued	6 Animal Picked Up 3 Animal Not Found Incident Closed Other-Rabies Lab Test 6 Dead on Arrival Escaped During Transfer Call Cancelled	Animal Picked Up Animal Not Found Incident Closed Notice/Citation Issued Conference w/Owner/ Complainant
1 <u>Assist Law Enforcement</u>	0 <u>Dog Attack-Animals</u>	3 <u>Trap Drop Off/Pick Up</u>
Animal Picked Up Animal Not Found 1 Notice/Citation Issued Return to Owner Dead on Arrival Call Cancelled	Animal Picked Up Animal Not Found Incident Closed Unable to Capture Dead on Arrival	3 Trap Drop Off/Pick Up Conference w/Owner/ Complainant
		0 <u>Other</u>

ADDITIONAL INFORMATION:

Quarantined	<u>0</u>	Included in Total Calls
Bite Reports	<u>1</u>	
Licenses Issued	<u>3 Altered</u>	
Citations Issued	<u>0</u>	
Notices Issued	<u>11</u>	

FIRE/EMS

City of La Marque

Fire Department

Month: March 1st. – 15th
Year: 2014

	Current Month: March 1 st – 15 th 2014	Current Month/ Previous Year: March 2013	Previous two weeks: Feb. 15 th – 28 th	Fiscal Year to Date: 2013-2014	Previous Year to Date: 2012-2013
Fires-	3	6	1	27	39
Overpressures/ Explosions-	0	0	0	0	0
Rescue and EMS-	54	64	53	713	724
Haz-Mat-	0	2	2	25	25
Good Intent-	11	1	5	64	48
False Alarm-	4	4	2	41	42
Mutual Aid Received from(FIRE)-Texas City-	0		1		
Mutual Aid Given to (FIRE)- Texas City-	0		0		
Mutual Aid Received from(EMS)- Texas City-	13		12		
Mutual Aid Given to(EMS)- Texas City-	0		0		
Mutual Aid Received from(FIRE)- Hitchcock-	0		0		
Mutual Aid Given to(FIRE)- Hitchcock-	0		0		
Mutual Aid Received from (EMS)-Hitchcock-	0		0		
Mutual Aid Given to (EMS)-Hitchcock-	0		1		
Mutual Aid Rec'd (FIRE/EMS)-Galv. EMS-	0		1		
Mutual Aid Given to(FIRE/EMS)- Galv. EMS-	0		0		
Mutual Aid Received from(FIRE)- Bayou Vista-	0		0		
Mutual Aid Given to (FIRE)- Bayou Vista-	0		0		
Mutual Aid Received from (EMS) – Bayou Vista-	0		1		
Mutual Aid Given to (EMS) – Bayou Vista-	1		0		
Mutual Aid Rec. (EMS/Fire) –Galv. Fire Dept.-	0		0		
Mutual Aid Given (EMS/Fire) Galv. Fire Dept.-	0		0		
Mutual Aid Given to (EMS) – All Others-	1		1		
Mutual Aid Given to (FIRE) – All Others	0		0		
Mutual Aid Given to(EMS)- All Others-	0		0		
Mutual Aid Received from(EMS)- All Others-	1		0		

All others= Tiki Island, Dickinson, San Leon, Air Phi Medical, Santa Fe, Galveston County Health District, etc...

La Marque Fire / Rescue

Incident Type Report (Summary)

Alarm Date Between {03/01/2014} And {03/15/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	1.20%	\$0	0.00%
113 Cooking fire, confined to container	1	1.20%	\$0	0.00%
154 Dumpster or other outside trash receptacle	1	1.20%	\$0	0.00%
	3	3.61%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	1.20%	\$0	0.00%
311 Medical assist, assist EMS crew	1	1.20%	\$0	0.00%
321 EMS call, excluding vehicle accident with	49	59.03%	\$0	0.00%
322 Motor vehicle accident with injuries	2	2.40%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	1.20%	\$0	0.00%
	54	65.06%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	2	2.40%	\$0	0.00%
531 Smoke or odor removal	1	1.20%	\$0	0.00%
550 Public service assistance, Other	2	2.40%	\$0	0.00%
551 Assist police or other governmental agency	3	3.61%	\$0	0.00%
553 Public service	1	1.20%	\$0	0.00%
554 Assist invalid	2	2.40%	\$0	0.00%
	11	13.25%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	5	6.02%	\$0	0.00%
611 Dispatched & cancelled en route	3	3.61%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.20%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	2	2.40%	\$0	0.00%
	11	13.25%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	1	1.20%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	1.20%	\$0	0.00%
743 Smoke detector activation, no fire -	1	1.20%	\$0	0.00%
745 Alarm system activation, no fire -	1	1.20%	\$0	0.00%
	4	4.81%	\$0	0.00%

Total Incident Count: 83

Total Est Loss:

\$0

EMS CALL STATISTICS FY 2013- 2014
La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH														
Disposition	OCT 1ST	OCT 2ND	NOV 1ST	NOV 2ND	DEC	DEC	JAN	JAN	FEB	FEB	MAR	MAR	APR	APR
Encounters	54	107	107		76		120	64	106	31	89	43		
Transports	46	93	93		67		107	57	93	29	80	37		
Aeromedical	0	0	0		0		0	0	0	0	0	0		
Dead On Scene	0	1	1		2		2	0	0	0	0	1		
Refusals	8	13	13		7		11	7	12	2	7	5		

RESPONSE TIMES PER MONTH (minutes)														
Unit Status	OCT 1ST	OCT 2ND	NOV 1ST	NOV 2ND	DEC 1ST	DEC 2ND	JAN	JAN	FEB	FEB	MAR	MAR	APR	APR
Dispatch - Location	6	5	5		7		5	6	4	6	5	5		
Location - To Hospital	15	15	15		16		14	16	22	15	16	14		
To Hospital - At Hospital	10	10	10		8		10	9	5	11	12	11		
At Hospital - In Service	31	29	29		29		29	31	26	30	31	34		
Location - At Hospital	24	24	24		24		23	25	28	26	28	26		
Dispatch - At Hospital	30	30	30		32		28	31	32	33	33	31		
Dispatch - In Service	58	56	56		57		54	59	59	60	61	59		

EMS CALL STATISTICS FY 2012- 2013
La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH														
Disposition	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	AUG	SEPT	SEPT
Encounters	123	110	124	119	111	121	109	99	112	124	58	110	55	112
Transports	111	99	102	105	90	104	100	82	99	104	51	95	52	106
Aeromedical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dead On Scene	2	1	2	4	4	1	0	0	2	2	0	0	1	1
Refusals	10	6	20	10	17	16	9	17	10	18	7	15	2	5

RESPONSE TIMES PER MONTH (minutes)														
------------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Unit Status	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG 1ST	AUG 2ND	SEPT 1ST	SEPT 2ND
Dispatch - Location	5	5	5	5	5	5	5	6	6	6	6	6	5	6
Location - To Hospital	16	15	14	15	16	16	15	16	17	16	15	16	13	13
To Hospital - At Hospital	12	10	11	11	10	11	12	10	10	10	12	11	10	11
At Hospital - In Service	33	35	33	32	31	31	35	34	32	31	34	34	30	30
Location - At Hospital	26	24	24	25	25	27	26	24	25	25	25	26	24	25
Dispatch - At Hospital	32	30	30	32	30	33	32	31	31	32	32	32	30	31
Dispatch - In Service	63	62	56	59	56	59	65	59	61	57	63	62	58	59

CALL STATISTICS 2014
La Marque Fire/Rescue

PATIENT TRANSPORTS BY RECEIVING FACILITY													
Facility Code	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
MD	0 0%	0 0%	0 0%										0 0%
CStJoseph	0 0%	0 0%	0 0%										0 0%
WomenTx	0 0%	0 0%	0 0%										0 0%
MHSE	1 1%	0 0%	0 0%										1 0%
UTMBHosp	14 14%	15 18%	10 27%										39 18%
HouMeStJon	0 0%	2 2%	0 0%										2 0%
MHPB	0 0%	0 0%	0 0%										0 0%
MHCH	0 0%	0 0%	0 0%										0 0%
CLRH	5 5%	8 9%	1 2%										14 6%
St John	1 1%	0 0%	0 0%										1 0%
SanJac	0 0%	0 0%	0 0%										0 0%

MainInd	74 77%	58 69%	25 69%										157 73%
Bellaire	0 0%	0 0%	0 0%										0 0%
Hermann	0 0%	0 0%	0 0%										0 0%
ShrinrBH	1 1%	0 0%	0 0%										1 0%
St Luke	0 0%	0 0%	0 0%										0 0%
Methodist	0 0%	0 0%	0 0%										0 0%
TXChld	0 0%	0 0%	0 0%										0 0%
Methodist	0 0%	0 0%	0 0%										0 0%
TOTAL	96 100%	83 100%	36 100%										215 100%
PATIENT DISPOSITION BY MONTH													
Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	109	92	43										244
Transports	96 88%	83 90%	37 86%										216 88%
Aeromedical	0 0%	0 0%	0 0%										0 0%

Dead On Scene	0 0%	2 2%	1 2%										3 1%
Unfounded	0 0%	0 0%	0 0%										0 0%
Refusals	13 11%	7 7%	5 11%										25 10%

CALLS BY TIME OF DAY													
Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	30 27%	24 26%	10 23%										64 26%
1200-1759	32 29%	31 33%	16 37%										79 32%
1800-2359	29 26%	27 29%	10 23%										66 27%
0000-0559	18 16%	10 10%	7 16%										35 14%

PATIENT AGE BY MONTH													
Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
<1	1 0%	0 0%	0 0%										1 0%
1-8	0	1	1										2

	0%	1%	2%										0%
9-12	1 0%	0 0%	2 4%										3 1%
13-17	1 0%	4 4%	3 6%										8 3%
18-25	9 8%	7 7%	5 11%										21 8%
26-50	19 17%	18 19%	4 9%										41 16%
51-75	53 49%	37 40%	24 55%										114 46%
76-100	24 22%	25 27%	4 9%										53 21%
>100	0 0%	0 0%	0 0%										0 0%

DISPATCHED CALL TYPES PER MONTH													
Call Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
	0 0%	0 0%	0 0%										0 0%
Abd Pain	4 3%	2 2%	1 2%										7 2%
Allergic Rx	0 0%	0 0%	0 0%										0 0%
Animal Bite	0	0	0										0

	0%	0%	0%										0%
Assault	1 0%	0 0%	0 0%										1 0%
Auto Ped	0 0%	0 0%	0 0%										0 0%
Back Pain	2 1%	1 1%	0 0%										3 1%
Burns	0 0%	0 0%	0 0%										0 0%
CO Poison	0 0%	0 0%	0 0%										0 0%
CPR	1 0%	1 1%	0 0%										2 0%
Cardiac	12 11%	13 14%	5 11%										30 12%
Childbirth	0 0%	0 0%	0 0%										0 0%
Choking	1 0%	1 1%	0 0%										2 0%
DOS	1 0%	1 1%	1 2%										3 1%
Diabetic	3 2%	4 4%	3 6%										10 4%
Drowning	0 0%	0 0%	0 0%										0 0%
Electrocution	0 0%	0 0%	0 0%										0 0%

Eye Injury	0 0%	0 0%	0 0%										0 0%
Falls	10 9%	6 6%	3 6%										19 7%
Fire/Hazmat	0 0%	0 0%	0 0%										0 0%
GSW/Stab	0 0%	0 0%	0 0%										0 0%
Headache	0 0%	0 0%	1 2%										1 0%
Heat/Cold	0 0%	0 0%	0 0%										0 0%
Hemorrhage	0 0%	0 0%	0 0%										0 0%
Ind Accident	0 0%	0 0%	0 0%										0 0%
MVA	5 4%	6 6%	3 6%										14 5%
Medical	28 25%	27 29%	9 20%										64 26%
Other	6 5%	1 1%	1 2%										8 3%
Overdose	1 0%	1 1%	2 4%										4 1%
Person Down	0 0%	0 0%	0 0%										0 0%
Psych	1	1	0										2

	0%	1%	0%										0%
Respiratory	17 15%	8 8%	9 20%										34 13%
Seizures	5 4%	3 3%	2 4%										10 4%
Service Call	2 1%	1 1%	0 0%										3 1%
Stroke	3 2%	5 5%	1 2%										9 3%
Trauma	3 2%	2 2%	0 0%										5 2%
Unconscious	3 2%	6 6%	2 4%										11 4%
Unknown	0 0%	2 2%	0 0%										2 0%

CALL LOCATIONS BY MONTH													
Map Page	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
38C													
563													
563A													
565A													
699G													
736A													

736V													
737J													
737K													
737L													
737N													
737P													
737T													
737U													
737Z													
738H													
999999999													
NONE													
PATIENT 1													
PATIENT 2													

RESPONSE TIMES PER MONTH (minutes)

Unit Status	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Dispatch - Location	5	5	5										5
Location - To Hospital	17	16	14										16
To Hospital - At Hospital	9	12	11										11
At Hospital - In Service	29	31	34										31
Location - At Hospital	25	27	26										26
Dispatch - At Hospital	31	33	31										32
Dispatch - In Service	58	61	59										59

FY-2014 YTD EMS FINANCIAL DATA

NET COLLECTIONS

YEAR	2013					2014	
MONTH	10	11	12			1	2
	\$47,080.30	\$30,108.32	\$44,669.74			\$43,325.29	\$29,791.89
YEAR							
MONTH	3	4	5	6	7	8	9
	\$10,693.06						

YTD TOTAL: \$205,668.60

YTD FEES PAID TO INTERMEDIX-----COLLECTION RATE

DATE	PAYMENT	
10/2/2013	\$4,891	
11/2/2013	\$6,096	
12/2/2013	\$3,757	
01/2/2014	\$3,930	
02/02/14	\$3,097	
03/02/14	\$1,868	
YTD TOTAL:	\$23,639.00	YTD Average: 33%
AVERAGE PYMT:	\$4258	

***Payments to Intermedix are calculated on collections during the previous month. The amount collected and fees paid to Intermedix may or may not reflect credits, refunds, or adjustments not yet processed and posted.**

YTD RESPONSES – TOTAL CURRENT CHARGES – BILLABLE ACCOUNTS

MONTH	YEAR	RESPONSES	GROSS CHARGES	NET CHARGES	BILLABLE
10	2013	114	\$160,411.87	\$105,379.51	101
11	2013	109	\$150,957.09	\$101,743.12	98
12	2013	128	\$169,362.76	\$114,213.13	119
01	2014	102	\$143,871.71	\$116,719.00	90
02	2014	90	\$135,795.51	\$116,865.63	84
03	2014	42	\$62,237.57	\$62,237.57	36
YTD TOTALS:		585	\$822,636.51	\$617,157.96	528

La Marque Fire / Rescue

Unit Response Time Analysis

Alarm Date Between {03/01/2014} And {03/14/2014}

Response		Count	Percentage
Hrs	Mins		
	< 01	11	10.0%
	01	6	5.5%
	02	10	9.1%
	03	14	12.8%
	04	14	12.8%
	05	11	10.0%
	06	12	11.0%
	07	3	2.7%
	08	9	8.2%
	09	9	8.2%
	10	3	2.7%
	11	2	1.8%
	13	2	1.8%
	16	2	1.8%
	20	1	0.9%

Overall Average Response Time: 00:05:22

PUBLIC WORKS DEPARTMENT

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Cyndi Efird

2014 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
	1-Feb	2/2-2/8	2/9/2015	2/16-2/22	2/23-2/28	TOTALS	2013
Calls / Customers							
Water Leaks	0	1	6	1	4	12	11
Sewer Stops	0	14	21	19	17	71	65
Leak at Meter	0	0	0	2	0	2	3
Low Pressure / No Water	0	3	1	1	1	6	3
Dress-Ups	0	0	0	0	0	0	2
Billing Department	0	25	17	17	9	68	101
Blue Cart / Trash Pick Up	0	4	1	3	6	14	19
Wednesday Pick Up	0	0	0	0	1	1	12
Bulk Pick Up	0	0	0	2	0	2	2
Co-Compliance	0	0	0	0	0	0	0
Pot Holes	0	0	0	0	0	0	3
Street Repair	0	0	1	4	1	6	1
Driveway Repair	0	2	0	1	0	3	1
Dirt Request	0	0	0	0	0	0	0
Culverts	0	0	0	1	5	6	5
Mowers / Mowing	0	0	0	0	0	0	0
Street Signs	0	0	0	0	0	0	1
Traffic Lights	0	0	0	0	0	0	0
Street Light Outage	0	0	0	1	0	1	3
Street Light Request	0	0	0	0	0	0	0
Director	0	8	9	11	5	33	24
Assistant Director	0	2	4	3	3	12	2
PW/Utility Dept Supervisors	0	13	20	15	34	82	41
City Manager	0	0	0	0	0	0	0
City Hall Admin Assist.	0	4	0	0	0	4	12
Human Resource	0	0	1	0	0	1	7

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Cyndi Efird

2014 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
	1-Feb	2/2-2/8	2/9/2015	2/16-2/22	2/23-2/28	TOTALS	2013
Calls / Customers							
City Clerk	0	1	0	0	1	2	7
Inspections	0	0	3	3	2	8	5
Animal Control	0	0	0	1	1	2	3
Mosquito Spray	0	0	0	0	0	0	0
Locates	0	0	0	1	1	2	3
LM's	0	0	1	1	0	2	6
Customer at Window	0	13	14	7	12	46	26
Recycling	0	0	5	2	1	8	0
Community Service	0	0	0	3	1	4	11
Gas Company	0	0	0	0	0	0	0
Miscellaneous Calls	0	22	15	25	18	80	52
Totals						478	431

Feb. 17th - Attended Aflac Meeting
Feb. 18th - Attended Pre-Bid Meeting for LM 02-14
Feb. 19th - Attended Special Cemetery Board Meeting
Feb. 20th - Attended LM 02-14 Bid Opening
Feb. 28th - Director's CMR
Feb. 28th - Agenda Items (6)
Feb. 30th - Agenda Items (6) & Director's CMR

CITY OF LA MARQUE
PARKS DEPARTMENT MONTHLY REPORT
Dwanna Jones

2014 /February

SCHEDULED WORK

COMPLETED WORK

PARK MAINTENANCE	WK 1	WK 2	WK 3	WK 4	WK 5	Month	2013	DESCRIPTION OF WORK
	1	2-8	9-15	16-22	23-28	Totals	TOTALS	
Bayou City Park	0	1	1	1	1	4	4	empty trash
Bird Sanctuary	0	0	0	0	0	0	4	
Highland Bayou Park	0	5	5	5	10	25	42	clean restrooms & empty trash
Jaycee Park	0	1	1	1	1	4	4	empty trash
Lagana Park	0	1	1	1	1	4	4	empty trash
Martin Luther King Jr. Park	0	1	1	1	1	4	4	empty trash
Mahan Park	0	85	96	5	5	191	42	clean restrooms & empty trash
Westlawn Park	0	1	1	1	1	4	4	empty trash
GENERAL MAINTENANCE								DESCRIPTION OF WORK
City Hall	0	0	0	0	0	0	1	
Library / Walter Feigle Park	0	0	0	16	0	16	4	mowed & weed-eated
Police Department	0	0	0	0	0	0	4	
La Marque Cemetery	0	0	0	0	24	24	4	weed eated
La Marque Sign @ Hwy 3	0	0	0	0	0	0	4	
Kirsten esplanade	0	0	0	0	0	0	0	
Lake Rd. / Grebb / Charity	0	0	0	0	0	0	0	
LM property / Aid & Guidance	0	0	0	0	0	0	2	
Bus Stops	0	1	1	1	1	4	10	empty trash
WEEKEND DUTIES								DESCRIPTION OF WORK
Highland Bayou Park	0	0	0	0	0	0	0	Pavilion rental clean-up
Weekly Total Hours	0	96	107	32	45	280	137	
Comments:								
Trimmed trees at Mahan Park in weeks 2 & 3								
Trimmed Palm trees on RR Track in weeks 4 & 5								

RIGHT-OF-WAY & ROAD MAINTENANCE DIVISION
ACTIVITY REPORT
DWANNA JONES

2014 / February

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	February
	1-Feb	2/2-2/8	2/9-2/15	2/16-2/22	2/23-2/28	TOTALS	2013
STREETS							
Utility Patch	0	0	0	16	0	16	7
Man Hours	0	0	0	8	0	8	64
Culverts-Linear Feet Set	0	0	0	0	0	0	20
Man Hours	0	0	0	0	0	0	8
Trimming Tree Limbs-Man Hours	0	0	0	48	4	52	112
Driveway Tie In-Man Hours	0	0	0	0	0	0	0
Traffic Sign Repair - Man Hours	0	40	32	24	36	132	96
Potholes Filled	0	0	0	0	0	0	277
Man Hours	0	0	0	0	0	0	72
Repaired Driveways	0	0	0	4	0	4	12
Man Hours	0	0	0	32	0	32	16
Grading Ditch - Linear Feet Cut	0	0	50	0	0	50	150
Man Hours	0	0	8	0	0	8	8
Mowing Man Hours	0	0	0	0	16	16	48
Sweeping - Man Hours	0	0	0	0	0	0	8
Grate Repair - Man Hours	0	0	0	0	0	0	0
Weed-eat - Man Hours	0	0	0	0	40	40	48
Dress-up - Man Hours	0	0	0	0	0	0	0
Check Drains & Ditches	0	19	0	0	0	19	39
Man Hours	0	30	0	0	0	30	24
Safety Meetings	0	0	1	0	1	2	1

SPECIAL PROJECTS

Replaced boards on Boat Ramp also put stabilizer on the bank - 88hrs; Installed barricade on Hutto; picked up 50 tires, Painted and installed Walter Feigle Park sign for Library; Replaced ceiling tiles at the Library; Relocated books shelves from Library to Records Retention; replaced light bulbs at City Hall; Picked up brush and debris on Banana; Hauled brush to the land fill from 1500 Municipal; Moved shelf from City Hall; Picked up 60 "bandit" signs out of ROW

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
Dwanna Jones

2014 /February Utility 22	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
	1-Feb	2/2-2/8	2/9-2/15	2/16-2/22	2/23-2/28	TOTALS	2013
WATER							
Water leaks repaired	0	4	9	7	6	26	21
Residential Water Taps	0	0	0	0	0	0	0
Commercial Water Taps	0	0	0	0	0	0	0
Remote Read Meters Installed	0	0	0	0	0	0	0
Low Pressure City Side	0	1	0	0	0	1	0
Low Pressure Customer Side	0	1	0	0	0	1	0
Meter Boxes & Lids Replaced	0	0	0	0	0	0	0
Water Turned On/Off - Citizens	0	0	0	0	0	0	1
Rusty Water Inquires	0	0	0	0	0	0	0
Bad Taste/Smelly Water	0	0	0	0	0	0	0
Fire Hydrants							
Fire Hydrants Installed	0	0	0	0	0	0	0
Fire Hydrants Repaired	0	0	0	0	0	0	4
Fire Hydrants Serviced	0	0	0	0	0	0	0
SPECIAL PROJECTS							

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
Dwanna Jones

2014 / February
Utility 22

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	FEB
	1-Feb	2/2-2/8	2/9-2/15	2/16-2/22	2/23-2/28	TOTALS	2013
SEWER							
Sewer Stoppages Resolved	3	29	21	26	24	103	53
Sewer Lines Repaired	0	0	0	0	0	0	4
Residential Sewer Taps	0	0	0	0	0	0	0
Commercial Sewer Taps	0	0	0	0	0	0	0
Clean-Out Tops Replaced	0	0	0	0	0	0	1
Clean-Outs Installed	0	0	1	0	3	4	0
Sewer Lines Installed	0	0	0	0	0	0	0
Manhole Repaired	0	1	0	0	0	1	0
Manhole Installed	0	0	0	0	0	0	0
Lines Locate, Water & Sewer	0	0	0	0	0	0	1
Miscellaneous							
Dress-Ups	0	0	2	0	1	3	4
Saw Cuts	0	0	0	0	0	0	0
Valves Replaced	0	0	0	0	0	0	0
Total Work Orders						139	89
Projects by LF							
Feet of Water Mains Installed (LF)	0	0	112	0	0	112	0
Sewer Lines Cleaned (LF)	0	0	0	195	0	195	2,722
Feet of Sewer Line T.V.'d (LF)	0	0	0	0	0	0	0
Feet of Sewer Main Replaced (LF)	0	0	0	0	0	0	0
Smoke Testing Done (LF)	0	0	0	0	0	0	0
Culverts Cleaned (LF)	0	0	0	0	0	0	0

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2014 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
Utility 24	1-Feb	2/2-2/8	2/9-2/15	2/16-2/22	2/23-2/28	TOTALS	2013
WWTP							
Rain Fall	0	1	0.5	0	0.6	2.1	2.3
Flow Total MG/D	1.167	10.054	9.481	8.131	7.614	36.447	53.128
Lb. of CL2 used	90	745	675	580	545	2,635	3,520
Lb. of SO2 used	56	427	359	312	334	1,488	2,035
Plant Man Hours	2	84	84	76	82	328	320
Bio Solids Removed/Tons	0	0	0	0	0	0	45.91
Enter. Avg. MPN/100 MI						6.8	0
Raw TSS Avg. mg/1						144	126.6
Raw BOD tes/Avg.						134	117.1
Raw Total Cu Avg.mg/l						0.054	0.0371
Raw NH3-3 Avg. mg/l						21.9	19.35
Effluent CBOD test/Avg.						2	2
Effluent TSS Avg. mg/1						2.7	3.4
Effluent NH-3N Avg.mg/L						2.53	0.959
Raw Total CU mg/L						0.0064	0.0079
Route Wells & Lift Stations							
Distribution System-Total Surface Water MG/D	2.872	17	16.985	16.939	14.337	68.133	60.956
Total Well Water MGD	0	0.004	0.001	0.002	0	0.007	0.095
Lb. of CL2 used	0	0	0	0	0	0	241
Lb. of Ammonia Used	0	0	0	0	0	0	71
Total # of CL2 Residual Samples	11	77	77	77	66	308	297
Number of Water Bacteriology Samples	0	0	0	15	0	15	15

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2014 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
Utility 24	1-Feb	2/2-2/8	2/9-2/15	2/16-2/22	2/23-2/28	TOTALS	2013
Collection System - Total							
Lift Station Pump Hours	68.2	611	643.5	554.9	445.2	2322.8	2734.9
Man Hours Wells Station	4.5	31.5	31.5	31.5	27	126	121.5
Safety Meetings	0	1	0	0	0	1	1
Dead ends Flushed	0	28	17	30	27	102	124
Fire Hydrants Weed-eated	0	10	7	12	14	43	78

CL2 = CHLORINE

MGD = MILLION GALLON DAY

SO2 = HYDROGEN SULFIDE

BOD = BIOCHEMICAL OXYGEN DEMAND

CU = COPPER

NH-3N = AMMONIA

MAINTENANCE DIVISION
ACTIVITY REPORT
Steve Gassaway

2014 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	February
Utility 26	1-Feb	2/2-2/8	2/9-2/15	2/16-2/22	2/23-2/28	TOTALS	2013
PREVENTATIVE MAINTENANCE							
Lift Pumps	0	7	11	4	4	26	4
Valves	0	0	7	3	4	14	3
Electric Motors	0	0	0	0	0	0	3
Electric Panels	0	0	6	10	4	20	12
Vent Fans	0	0	0	0	0	0	0
Blowers	0	0	0	0	0	0	11
Belts	0	0	12	9	17	38	51
Floats	0	10	17	15	15	57	70
Well Sites	0	0	0	1	0	1	1
Clean Up @ Well Sites	0	0	0	0	0	0	0
Troubleshoot Problems	0	9	14	8	5	36	29
CORRECTIVE MAINTENANCE							
Replaced Belts	0	0	0	3	0	3	6
Replaced Bearings	0	0	0	0	0	0	2
Replaced Motors	0	0	0	0	0	0	1
Replaced Seals	0	0	0	0	0	0	2
Replaced Pumps	0	0	2	0	0	2	2
Replace wear Parts	0	0	0	0	0	0	2
Replace Valves	0	0	0	1	0	1	16
Replace Floats	0	0	0	0	1	1	0
Replace Gauges	0	0	0	0	0	0	0
Replace Electrical Parts	0	0	5	5	3	13	20
Change Oil in Pumps	0	0	8	8	4	20	43
Clean Up Lift Stations	0	7	15	8	10	40	37
Total						272	315

SPECIAL PROJECTS

Rerouted piping to eliminate pump rental at Cedar & Hwy 3 Lift Station



City of La Marque
Budget vs Actual
February 2014

General Fund		February	February	Year To Date	Benchmark	Year To Date	Change	Reasons
Revenues:		Budget	2014	2013	For 2014	42%	For 2013	
Property Taxes		2,712,790	617,587.37	309,440.29	2,639,631.43	97%	2,218,782.06	19%
Sales Tax		2,814,236	338,253.69	291,786.23	870,124.63	31%	678,471.72	28%
Franchise Fees		842,000	185,107.92	61,602.15	200,733.96	24%	184,735.67	9%
Other Taxes		94,000	13,662.76	15,088.16	24,688.02	26%	23,924.24	3%
Licenses and Permits		460,150	12,938.45	33,088.60	476,472.43	104%	353,389.74	35%
Fines and Forfeits		770,900	101,751.77	89,595.25	328,648.04	43%	327,331.97	0%
Charges for Services		80,200	5,780.16	5,359.89	39,511.04	49%	33,252.69	19%
Fire and Ambulance Services		410,000	31,385.75	29,263.20	202,915.12	49%	198,357.88	2%
Investment Earnings		800	13.26	48.57	92.19	12%	364.19	-75%
Miscellaneous Revenues		24,090	125.20	(1,422.77)	922.41	4%	(1,032.80)	-189%
Reimbursements		27,000	2,750.00	2,750.00	13,750.00	51%	13,750.00	0%
Intergovernmental		35,000	-	-	-	0%	9,072.15	-100%
General Fund - Total Revenues		8,271,166	\$ 1,309,356.33	\$ 836,599.57	\$ 4,797,489.27	58%	\$ 4,040,399.51	16%
Expenditures:		Budget	February	February	Year To Date	Benchmark	Year To Date	Change
General Government Division			2014	2013	For 2014	42%	For 2013	%
Administration		274,240	18,059.35	28,357.02	90,343.54	33%	151,065.61	-40%
Finance		383,888	28,758.29	33,582.80	119,410.86	31%	152,616.38	-22%
Inspection		396,939	26,760.86	17,906.26	117,972.59	30%	80,733.85	46%
Judicial		283,533	23,491.64	18,911.49	112,491.02	40%	105,784.52	6%
City Clerk		114,822	6,086.06	8,110.54	36,514.36	32%	43,016.70	-15%
Library		217,038	15,566.07	13,169.28	84,019.94	39%	94,006.99	-11%
Information Technology		92,330	5,434.39	9,052.65	29,948.29	32%	35,180.01	-15%
Fund Expenditures		931,984	24,782.93	51,243.72	291,744.55	31%	184,315.52	58%
		2,694,774	\$ 148,939.59	\$ 180,333.76	\$ 882,445.15	33%	\$ 846,719.58	4%
Public Safety Division		Budget	February	February	Year To Date	Benchmark	Year To Date	Change
			2014	2013	For 2014	42%	For 2013	%
Police		2,858,270	188,789.59	246,312.76	1,030,675.52	36%	1,178,088.19	-13%
Animal Control		88,229	-	-	22,057.25	25%	20,531.00	7%
Emergency Management		9,300	-	23,816.23	1,206.54	13%	24,014.81	-95%
Fire/EMS		1,763,495	141,902.94	135,716.80	625,492.46	35%	661,089.03	-5%
Fire Marshal		0	-	135.15	237.43	#DIV/0!	2,154.55	-89%
Subtotal of PSD Expenditures		4,719,294	\$ 330,692.53	\$ 405,980.94	\$ 1,679,669.20	36%	1,885,877.58	-12%
Public Works Division		Budget	February	February	Year To Date	Benchmark	Year To Date	Change
			2014	2013	For 2014	42%	For 2013	%
Parks		127,523	4,496.06	10,758.43	28,839.44	23%	47,308.87	-39%
Shop/Service		99,909	6,534.00	13,757.89	38,749.42	39%	63,813.27	-39%
PW Admin		68,733	3,240.41	4,394.26	20,783.91	30%	26,322.42	-21%
Street		557,061	30,217.17	49,700.29	203,424.10	37%	289,112.36	-30%
Subtotal of PWD Expenditures		853,227	\$ 44,487.64	\$ 78,610.87	\$ 291,796.87	34%	\$ 426,556.92	-46%
General Fund - Total Expenditures		8,267,295	\$ 524,119.76	\$ 664,925.57	\$ 2,853,911.22	35%	\$ 3,159,154.08	-11%
Revenues over Expenditures		3,871	\$ 785,236.57	\$ 171,674.00	\$ 1,943,578.05		\$ 881,245.43	
Estimated Beginning Unassigned Fund Balance:					1,796,119.26			
Estimated Ending Fund Balance:					3,739,697.31			



City of La Marque
Budget vs. Actual
February 2014

Utility Fund		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:		2014	2013	For 2014	42%	For 2013	%
Budget							
Operating Revenue	3,781,300	229,221.50	295,628.92	1,381,602.18	37%	1,558,214.41	-11%
Other Revenue	297,550	5,325.48	61,327.82	89,242.93	30%	105,035.94	-15%
Transfer	0	-	-	-	#DIV/0!	-	#DIV/0!
Utility Fund - Total Revenues	4,078,850	\$ 234,546.98	\$ 356,956.74	\$ 1,470,845.11	36%	\$ 1,663,250.35	-13%
Expenditures:		February	February	Year To Date	Benchmark	Year To Date	Change
Budget		2014	2013	For 2014	42%	For 2013	%
UB/Accounting	282,155	20,572.10	26,498.70	100,484.04	36%	109,888.02	-9%
Utility Line Maint	933,382	24,797.36	48,429.25	149,238.09	16%	187,054.35	-20%
Water & Sewer Operations	1,798,237	95,383.65	162,605.76	568,702.98	32%	655,712.32	-13%
Debt Service	45,222	-	-	22,610.84	50%	22,610.84	0%
Equipment Maintenance	159,849	6,520.10	10,640.72	48,665.65	30%	63,615.51	-24%
Storm Water	26,000	-	-	2,100.00	8%	1,545.63	36%
Fund Expenditures	1,215,788	1,667.48	2,660.70	91,338.50	8%	6,272.77	1356%
Utility Fund - Total Expenditures	4,460,633	\$ 148,940.69	\$ 250,835.13	\$ 983,140.10	22%	\$ 1,046,699.44	-6%
Revenues over Expenses	(381,783)	85,606.29	106,121.61	487,705.01		616,550.91	
Cash and Cash Equivalent Balance as of 2/28/14:				3,476,334.88			



CITY OF LA MARQUE
Budget vs. Actual
February 2014

Debt Service		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	2014	2013	For 2014	42%	For 2013	%
Property Taxes	338,700	70,636.81	79,845.48	286,930.45	85%	576,319.67	-50%
Other Revenue	735,485	10.65	27.00	70.17	0%	185.25	-62%
Debt Service Fund - Total Revenues	1,074,185	\$ 70,647.46	\$ 79,872.48	\$ 287,000.62	27%	\$ 576,504.92	-101%
Expenditures:	Budget	February	February	Year To Date	Benchmark	Year To Date	Change
Debts	1,452,887	32,492.50	164,375.46	251,419.83	17%	267,753.68	-6%
Others (transfers)	0	-	-	-	#DIV/0!	-	#DIV/0!
Debt Service Fund - Total Expenditures	1,452,887	\$ 32,492.50	\$ 164,375.46	\$ 251,419.83	17%	\$ 267,753.68	-6%
Revenues over Expenditures	(378,702)	38,154.96	(84,502.98)	35,580.79		308,751.24	
Beginning Balance:				768,152.22			
Ending Balance:				803,733.01			



CITY OF LA MARQUE
Budget vs. Actual
February 2014

HOT Fund		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	2014	2013	For 2014	42%	For 2013	%
Occupancy Tax Collected	60,000	8,694.09	-	20,487.21	34%	13,196.00	55%
Other Revenue	1,000	38.14	71.04	243.23	24%	433.97	-44%
HOT Fund - Total Revenues	61,000	8,732.23	71.04	20,730.44	34%	13,629.97	34%
Expenditures:	Budget	February	February	Year To Date	Benchmark	Year To Date	Change
		2014	2013	For 2014	42%	For 2013	%
Interconnect Transit System	40,000	3,333.33	3,333.33	13,333.32	33.33%	13,333.32	0%
PROFESSIONAL FEES	50,000	-	-	-	0.00%	-	#DIV/0!
WPHL ARENA	0	-	-	-	#DIV/0!	-	#DIV/0!
ADVERTISING AND PROMOTION	0	-	-	-	#DIV/0!	-	#DIV/0!
F.S.A. - VISITORS' CENTER	0	-	-	-	#DIV/0!	-	#DIV/0!
MAINTENANCE & SERVICES	0	-	-	-	#DIV/0!	-	#DIV/0!
Promotional within CLM	8,500	-	230.36	1,616.37	19.02%	21,594.17	-93%
BAYOU FEST	89,000	5,791.56	-	40,320.87	45.30%	16,275.97	148%
CHRISTMAS EVENT	73,000	-	-	14,165.10	19.40%	-	#DIV/0!
CITY PROMOTION - TC-LM C OF C	25,000	-	-	-	0.00%	-	#DIV/0!
NUSTADIA DEVELOPMENTS USA	0	-	-	-	#DIV/0!	-	#DIV/0!
Transfer Out - General Fund	0	-	-	-	#DIV/0!	-	#DIV/0!
CONSTRUCTION RESERVE	0	-	-	-	#DIV/0!	-	#DIV/0!
	285,500	\$ 9,124.89	\$ 3,563.69	\$ 69,435.66	24.32%	\$ 51,203.46	26%
	(224,500)	(392.66)	(3,492.65)	(48,705.22)		(37,573.49)	
Estimated Beginning Fund Balance:				739,845.41			
Estimated Ending Fund Balance:				691,140.19			



CITY OF LA MARQUE
Cash and Investments
As of 2/28/14

Funds	Amounts
General Fund	3,988,372.32
Utility Fund	3,476,334.88
Utility Restricted Investment	260,858.48
Westside Construction Fund	28,088.75
Equipment Replacement Fund	245,705.86
Library Fund	13,216.15
PD Child Outreach Program	6,001.99
Hotel Motel Fund	693,439.33
Drug Seizure Fund	9,030.64
Home Program Grant	38,552.46
Debt Service Fund	800,968.01
Utility Debt Service Fund	1,034,460.03
PID Fund	100,943.80
EDC	4,065,593.18
PID #2	211,300.33
PID #3	(209.36)
Equipment Maintenance Fund	33,252.75
CDBG Grant	(15,690.12)
CDBG Disaster	(3,889.96)
2005 CO Capital Projects	567,655.10
2007 CO Capital Projects	898,801.19
Section 8 Housing Grant	169,262.96
Sanitation	88,288.60
Disasters Fund	13,156.30
Parks Fund	90,317.84
Court Technology	14,113.33
Court Security	64,793.17
Child Safety	27,074.74
LEOSE Training Fund	13,432.86
MOTCO Landscaping	11,153.65
Clean City Fund	30,068.79
PEG	67,558.71
Donations Fund	40,614.98
Cemetery Fund	37,000.00
Fire Reserve	50,000.00
Total Cash and Investments	17,169,621.74

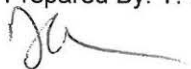
*Note-Cash and investments excluded amounts held in GCWA

**CITY OF LA MARQUE
ECONOMIC DEVELOPMENT CORPORATION
INTERIM FINANCIAL STATEMENTS
FOR THE PERIOD ENDING
February, 2014**

**City of LaMarque
Economic Development Corporation
Investment Schedule
as of February 2014**

	<u>Beginning Balance</u>	<u>Fund Transition Adjustment</u>	<u>Adjustment</u>	<u>Monthly Interest Earnings</u>	<u>Accumulated Fiscal Year Interest Earnings</u>	<u>Ending Balance</u>
TEXPOOL	1,988,985.80			43.25	309.21	1,989,295.01
LOGIC	409,466.30		20,000.00	27.33	169.30	429,635.60
DWS	256.91			0.01	0.05	256.96
Texas First Bank MM	40,812.60	20,000.00	8,243.80	4.05	26.46	29,082.86
MNB - Moody Nat'l. Bank 600004478	100,000.00			0.00	200.55	100,000.00
MNB - Moody Nat'l. Bank 1011835	100,000.00			50.95	251.50	100,000.00
Texas First Bank 10141331	200,000.00			0.00	0.00	200,000.00
Auditor Adjustment AJE #201236 2013			-17.09			-\$17.09
Investment Totals				125.59	957.07	2,848,253.34

Moody #4478 received in January



LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED BALANCE SHEET
FISCAL YEAR 2013-14
February 28, 2014

	<u>EDC</u>
<u>ASSETS:</u>	
Cash	\$ 1,217,340
Investments not restricted:	2,848,253
Sub-Total	<u>4,065,593</u>
Receivables	1,995,706
Note Receivable TNT FM 1765 Property	269,415
Land & Improvements	1,220,578
Accumulated Amortized-Depreciation	-
Capitalized Interest & Cost	-
Total Assets	<u>\$ 7,551,293</u>
<u>LIABILITIES / EQUITY:</u>	
Liabilities:	
Advance from EDC	\$ -
Accounts Payable	-
Total Liabilities	<u>-</u>
Equity:	
Reserved for Capital Assets	933,904
Unreserved:	6,617,390
Total Equity	<u>7,551,293</u>
Total Liabilities / Equity	<u>\$ 7,551,293</u>

Prepared By:
Toni Koneman



APPROVED  MAR 13 2014

Approved By:

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED INCOME STATEMENT
FISCAL YEAR 2013-14
FOR THE PERIOD ENDED FEBRUARY 28, 2014

	BUDGET	YEAR TO DATE EDC	%
REVENUES:			
1/2 Cent Sales Tax	\$ 925,000	\$ 290,042	31
Insurance Proceeds		-	
Interest / Investments	10,000	7,284	73
Sale of Assets		-	
Miscellaneous Donations	59	75,026	127,163
Reserve for Sams	650,000		
TOTAL REVENUES:	1,585,059	372,351	\$ 23

OPERATING EXPENSES:

City Supported:

Operating Supplies	2,000	1,372	69
Janitorial Supplies	300	-	-
General Insurance	13,060	-	-
Communications	5,000	600	12
Utilities	3,000	440	15
Accounting Services	25,000	10,417	42
Clerical Services	2,000	833	42
Total City Supported	50,360	13,661	27

General Operating:

Car Allowance	6,000	2,500	42
Uniforms, Maint & Safety Gear	-	-	-
R & M - Facilities	1,500	-	-
R & M - Equipment	500	-	-
Professional Fees	35,000	10,805	31
Executive Director	104,460	38,670	37
Advertising & Promotion	20,000	10,126	51
Travel - Education & Training	5,000	1,935	39
Dues, Memberships, & Subscriptions	10,000	1,190	12
Grants	1,200,000	95,000	8
Public Improvements	10,000	-	-
Mowing - Landscaping / Maintenance	2,500	100	4
Total General Operating	1,394,960	160,326	11

Capital Expenditures:

Land Improvements	-	-	-
Buildings, Furniture & Fixtures, Land	139,739	2,036,297	1,457

Prepared By:
Toni Koneman 

Approved By:

Land	-	-	-
FM 1764 Sewer Project		(10,000)	
Total Capital Expenditures	139,739	2,026,297	1,450

TOTAL EXPENSES:	1,585,059	2,200,285	139
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REVENUES OVER(UNDER) EXPENSES:	\$ -	\$ (1,827,933)
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Prepared By:
Toni Koneman



APPROVED MAR 13 2014

Approved By:

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
CURRENT PERIOD EXPENDITURE DETAIL
February 28, 2014

Date	Vendor	Description	Amount	Account Total
19-2010-00-00	Operating Supplies			
		Louis McGaffey	63.38	
		Visa Statement	31.93	
		Texas City La Marque Chamber	750.00	
				845.31
19-2031-00-00	Car Allowance	EDC-Director	500.00	
				500.00
19-3010-00-00	Repair & Maintenance		0.00	
				0.00
19-3020-00-00	Mowing/Landscaping/Maintenance			
				0.00
19-4030-00-00	General Insurance			0.00
				0.00
19-4040-00-00	Professional Fees			
		Carlton A Getty	775.00	
				775.00
Executive Director				
19-1010-01		EDC Director-Salary	6,334.51	
19-1060-01		Payroll Tax	484.59	
19-1065-01		Retirement-TMRS	603.68	
		Group Health Insurance	397.15	
19-1070-01				7,819.93
19-4050-00-00	Advertising & Promotional	Hartman Newspapers L.P.	875.00	
				875.00
19-4051-00-00	Accounting Services			
	City of La Marque	Accounting Services	2,083.33	
				2,083.33
19-4052-00-00	Clerical Services			
	City of La Marque	Clerical	166.67	
				166.67
19-4060-00-00	Travel - Education & Training	Visa Statement (January)	804.25	
				804.25
19-4071-00-00	Dues, Memberships, & Subscriptions			
19-5010-00-00	Communications			
		Time Warner Cable	(24.95)	
		Comcast	89.28	
		AT&T Mobility	25.90	
		Celico Partnership	51.34	
19-5020-00-00	Utilities			141.57
				0.00
19-6000-00-00	Grants			
		LM Crossing-Sams	37,500.00	
				37,500.00
19-6001-00-00	Public Improvements		0.00	
19-7050-00-00	FM 1764 Sewer Project			0.00
19-7070-00-00	Land			
		Galveston County Tax Office	1,816.19	
		Galveston County Tax Office	2,578.30	
		Galveston County Tax Office	1,494.21	
		Galveston County Tax Office	1,098.15	
				6,986.85
TOTAL EXPENDITURES FOR THE CURRENT PERIOD				58,497.91

PUBLIC IMPROVEMENT DISTRICT TAX FUND
 PHASE ONE AND TWO
 COMBINED BALANCE SHEET
 FISCAL YEAR 2013-14
 February 28, 2014

	<u>PHASE ONE</u>	<u>PHASE TWO</u>
<u>ASSETS:</u>		
Cash	\$ 100,944	\$ 211,300
Investments not restricted:	482	
Sub-Total	<u>101,426</u>	<u>211,300</u>
	-	-
Total Assets	<u>\$ 101,426</u>	<u>\$ 211,300</u>
	-	-
<u>LIABILITIES / EQUITY:</u>		
		\$ -
	-	-
Total Liabilities	<u>-</u>	<u>-</u>
Equity:		
Unreserved:	101,426	5,210
Total Equity	<u>101,426</u>	<u>206,090</u>
	101,426	211,300
Total Liabilities / Equity	<u>\$ 101,426</u>	<u>\$ 211,300</u>

Prepared By:
 Toni Koneman



APPROVED  MAR 13 2014

Approved By:

PUBLIC IMPROVEMENT TAX FUND
PHASE ONE AND TWO
COMBINED INCOME STATEMENT
FISCAL YEAR 2013-14
2/28/2014

	BUDGET	YEAR TO DATE PHASE ONE	%	BUDGET	YEAR TO DATE PHASE TWO	%
REVENUES:						
Current Tax	\$ 115,000	\$ 45,265	39	\$ 170,000	\$ 202,335	119
Penalty & Interest	\$ 10,000	53,256	533	\$ 15,000	1,535	10
Attorney Fees	3,000	-	-	3,000	-	-
Interest Income	1,000	-	-	1,000	-	-
TOTAL REVENUES:	129,000	98,521	\$ 76	189,000	203,870	108
OPERATING EXPENSES:						
Professional Fees	129,084	2,905	(2)	189,300	2,220	(0)
TOTAL EXPENSES:	129,084	2,905	(2)	189,300	2,220	(0)
REVENUES OVER(UNDER) EXPENSE	84	95,616		300	201,650	

PUBLIC IMPROVEMENT DISTRICT TAX FUND
CURRENT PERIOD EXPENDITURE DETAIL
February 28, 2014

Date	Vendor	Description	Amount
	Professional Fees		
Total Phase 1			0.00
Total Phase 2			0.00

APPROVED  MAR 13 2014

Prepared By:
Toni Koneman

Approved By:

PUBLIC IMPROVEMENT DISTRICT TAX FUND
 PHASE ONE AND TWO
 COMBINED BALANCE SHEET
 FISCAL YEAR 2013-14
 February 28, 2014

PHASE THREE

ASSETS:

Cash	\$ 209
Investments not restricted:	441
Sub-Total	650

Total Assets	\$ 650
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LIABILITIES / EQUITY:

Total Liabilities	-
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Equity:	650
Unreserved:	-
Total Equity	650

Total Liabilities / Equity	\$ 650
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APPROVED  MAR 13 2014

Approved By:

Prepared By:
Toni Koneman

PUBLIC IMPROVEMENT TAX FUND
 PHASE THREE
 COMBINED INCOME STATEMENT
 FISCAL YEAR 2013-14
 2/28/2014

	BUDGET	YEAR TO DATE PHASE THREE	%
<u>REVENUES:</u>			
Current Tax			
Penalty & Interest			
Attorney Fees			
Interest Income			
TOTAL REVENUES:			
<u>OPERATING EXPENSES:</u>			
Professional Fees		650	
TOTAL EXPENSES:		650	
REVENUES OVER(UNDER) EXPENSE:	-	(650)	

PUBLIC IMPROVEMENT DISTRICT TAX FUND
 CURRENT PERIOD EXPENDITURE DETAIL
 February 28, 2014

0.00

Total Phase 3

APPROVED  MAR 13 2014

Prepared By:
 Toni Koneman

Approved By:

CITY OF LA MARQUE
FINANCE DEPARTMENT
CLEAN CITY COMMISSION
SCHEDULE OF DONATIONS AND EXPENSES
OCTOBER-FEBRUARY
FISCAL YEAR 2014

DONATIONS

	Donations Received	PARKS			Clean City		
		Correct Allocation	Actual Payment	(Under) Payment	Correct Allocation	Actual Payments	(Under) Payment
October 2013	2,909.00	1,454.50	1,454.50	0.00	1,454.50	1,454.50	0.00
November 2013	2,652.00	1,326.00	1,326.00	0.00	1,326.00	1,326.00	0.00
December 2013	2,870.00	1,435.00	1,435.00	0.00	1,435.00	1,435.00	0.00
January 2014	2,729.00	1,364.50	1,364.50	0.00	1,364.50	1,364.50	0.00
February 2014	2,712.00	1,356.00	1,356.00	0.00	1,356.00	1,356.00	0.00
March 2014		0.00		0.00	0.00		0.00
April 2014		0.00		0.00	0.00		0.00
May 2014		0.00		0.00	0.00		0.00
June 2014		0.00		0.00	0.00		0.00
July 2014		0.00		0.00	0.00		0.00
August 2014		0.00		0.00	0.00		0.00
September 2014		0.00		0.00	0.00		0.00
	\$ 13,872.00	\$ 6,936.00	\$ 6,936.00	0.00	\$ 6,936.00	\$ 6,936.00	0.00

BEGINNING CASH BALANCE

\$ 24,984.13

DONATIONS

\$ 6,936.00

EXPENSE

<i>Date/ Vendor</i>	<i>Description</i>	
10/03/2013 (accrual) Roy Robingson		200.00
11/01/2013-Warren Robicheaus-Bandit Sign Project-		30.00
11/01/2013-TNT Signs-Clean City Commission Sign		60.00
11/27/2013-Roy V Robison-Driver/Monitor Community Service		160.00
11/27/2013-Keep American Beautiful, Inc.		923.00
12/13/2013-Catherine Polk-Christmas Costumes		39.98
12/13/2013-David Pennington-Christmas Supply Reimb		40.50
12/20/2013-Alex Regaldo-Bandit Sign Project		30.00
01/10/2014-Delores Johnston-Lowes Parade		39.88
01/10/2014-Dorothy Jeffcoat-Walmart/Sams		53.82
01/16/2014-Roy V Robison-Driver/Monitor Community Service Nov/Dec 2013		205.00
02/11/2014-Roy V Robison-Reimb for tools & lunches		69.16
	Total Expense	\$1,851.34

Ending Cash Balance 02/28/2014

\$30,068.79

APPROVED BY:

CITY OF LA MARQUE
FINANCE DEPARTMENT
PARKS BOARD
SCHEDULE OF DONATIONS AND EXPENSES
OCTOBER-FEBRUARY
FISCAL YEAR 2014

DONATIONS

	Total Donations Received	PARKS			Clean City		
		Correct Allocation	Actual Payment	Over / (Under) Payment	Correct Allocation	Actual Payments	Over / (Under) Payment
October 2013	2,909.00	1,454.50	1,454.50	0.00	1,454.50	1,454.50	0.00
November 2013	2,652.00	1,326.00	1,326.00	0.00	1,326.00	1,326.00	0.00
December 2013	2,870.00	1,435.00	1,435.00	0.00	1,435.00	1,435.00	0.00
January 2014	2,729.00	1,364.50	1,364.50	0.00	1,364.50	1,364.50	0.00
February 2014	2,712.00	1,356.00	1,356.00	0.00	1,356.00	1,356.00	0.00
March 2014		0.00		0.00	0.00		0.00
April 2014		0.00		0.00	0.00		0.00
May 2014		0.00		0.00	0.00		0.00
June 2014		0.00		0.00	0.00		0.00
July 2014		0.00		0.00	0.00		0.00
August 2014		0.00		0.00	0.00		0.00
September 2014		0.00		0.00	0.00		0.00
	\$ 13,872.00	\$ 6,936.00	\$ 6,936.00	0.00	\$ 6,936.00	\$ 6,936.00	0.00

BEGINNING CASH BALANCE **\$48,177.84**

DONATIONS **\$6,936.00**

DIRECT DONATIONS **\$37,513.00**

EXPENSE

<i>Date/ Vendor</i>	<i>Description</i>	
10/10/2013-South Houston Concrete Pipe Co-Culverts		1400.00
10/18/2013-Alfred Ray Sr-Cowboy Jones Memorial Bench		940.00
	Total Expense	\$2,340.00

Ending Cash Balance 02/28/2014 **\$90,286.84**

APPROVED BY:



CITY OF LA MARQUE

Check Register

February 2014

Vendors	Accounts	Descriptions	Amounts
BAY OIL COMPANY, INC.	01-2022-00-00	FUEL FOR CITY FLEET	10,808.52
BAY OIL COMPANY, INC.	01-2022-00-00	DIESEL FOR CITY FLEET	12,283.17
		Total	23,091.69
ADMINISTRATION			
CHCA MAINLAND, LP	01-4040-01-04	EMPLOYEE DRUG TESTING	120.00
CHCA MAINLAND, LP	01-4040-01-04	EMPLOYEE DRUG TESTING	70.00
CHCA MAINLAND, LP	01-4040-01-04	EMPLOYEE DRUG TESTING	160.00
CHCA MAINLAND, LP	01-4040-01-04	EMPLOYEE DRUG TESTING	135.00
CHCA MAINLAND, LP	01-4040-01-04	EMPLOYEE DRUG TESTING	70.00
CHCA MAINLAND, LP	01-4040-01-04	EMPLOYEE DRUG TESTING	70.00
HARTMAN NEWSPAPERS L.P.	01-4050-01-01	AD IN TC/LM CHAMBER MAGAZINE	875.00
MAINLAND TESTING CENTER	01-4025-01-04	PHYSICAL & DRUG TESTING	445.00
MAINLAND TESTING CENTER	01-4025-01-04	PHYSICAL & DRUG TESTING	75.00
MAINLAND TESTING CENTER	01-4025-01-04	PHYSICAL & DRUG TESTING	510.00
MAINLAND TESTING CENTER	01-4025-01-04	PHYSICAL & DRUG TESTING	190.00
MARTHA GILLET	01-4040-01-04	REVISION OF HUMAN RESOURCES HA	1,100.00
NATIONAL NOTARY ASSOCIATION	01-4071-01-01	NOTARY PUBLIC BOND AND SUPPLIE	109.00
PATTY REES	01-4060-01-01	MILEAGE REIMB FOR OLSON & OLSO	51.32
TCMA REGION VI	01-4071-01-01	ANNUAL MEMBERSHIP DUES FOR CAR	50.00
TEXAS CITY MGMT ASSOC	01-4071-01-01	CITY MANAGER MEMBERSHIP (CAROL	273.00
THOMSON WEST	01-4071-01-01	2014 TEXAS PROPERTY CODE BOOKS	127.00
		Total	4,430.32
FINANCE/ACCOUNTING/TAX			
GALVESTON COUNTY	01-4040-02-03	FIRST INSTALLMENT FOR TAX ASSE	1,359.45
GALVESTON COUNTY	01-4040-02-04	2ND QTR APPRAISAL DIST. SERVIC	6,679.22
GALVESTON DAILY NEWS	01-4040-02-00	AD FOR BANK DEPOSITORY SERVICE	498.18
GOVERNMENT FINANCE	01-4071-02-00	SPI-TREASURY MGMNT NEWSLETTER	55.00
THOMSON WEST	01-4071-02-00	2014 TEXAS PROPERTY CODE BOOKS	127.00
		Total	8,718.85
INSPECTION			
AMERITITLE ABSTRACT & RESEARCH	01-4040-03-00	TITLE SEARCHES-2009,2011,2012,	1,100.00
BUREAU VERITAS NORTH AMERICA	01-4040-03-00	CONSULTATION FOR BACK UP INSPE	923.04
BUREAU VERITAS NORTH AMERICA	01-4040-03-00	COMMERCIAL INSPECTION-4211 TEX	3,668.29
DWIGHT SULLIVAN	01-6094-03-00	REPLENISH ACCOUNT #872 (COUNTY	400.00
GALVESTON DAILY NEWS	01-4050-03-00	PUBLIC NOTICE FOR BUILDING & S	164.63
GALVESTON DAILY NEWS	01-4050-03-00	PUBLIC NOTICE FOR PLANNING & Z	167.32
GALVESTON DAILY NEWS	01-4050-03-00	PUBLIC NOTICE FOR BOARD OF ADJ	170.01
GALVESTON DAILY NEWS	01-4050-03-00	PUBLIC NOTICE FOR DEMO	280.22
LAWNBOY SERVICES, INC.	01-6091-03-00	TRACTOR MOWING FOR 3001 FM 176	750.00
LAWNBOY SERVICES, INC.	01-6091-03-00	TRACTOR MOWING FOR 913 CHESTNU	175.00
MIQUEL A. RAMIREZ	01-6091-03-00	MOWED AND CLEANED 2414 STONEWA	380.00
MIQUEL A. RAMIREZ	01-6091-03-00	MOWED AND CLEANED LOT R199010	190.00
MIQUEL A. RAMIREZ	01-6091-03-00	CLEANUP AND DEBRIS REMOVAL FOR	7,000.00
MIQUEL A. RAMIREZ	01-6091-03-00	MOWED & CLEANED UP 1911 FM 176	375.00
O'REILLY AUTO PARTS	01-3030-03-00	MICRO-V BELT AND WIPER BLADES	51.90
VINCENT RUSCELLI, PH. D.	01-4040-03-00	PSYCHOLOGICAL EVALUATION FOR N	125.00



CITY OF LA MARQUE

Check Register

February 2014

Vendors	Accounts	Descriptions	Amounts
		Total	15,920.41
JUDICIAL			
ACTION PERSONNEL INC.	01-1030-04-00	TEMP HELP-JUDICIAL	684.38
ACTION PERSONNEL INC.	01-1030-04-00	TEMP HELP-JUDICIAL	595.31
ACTION PERSONNEL INC.	01-1030-04-00	TEMP HELP-JUDICIAL	750.00
CARLTON GETTY A.	01-4041-04-00	ALTERNATE JUDGE SERVICES FOR F	275.00
CATHERINE D. SMITH	01-1030-04-00	TEMP HELP FOR JUDICIAL	1,063.12
HARRIS COUNTY TREASURER	01-4040-04-00	SETCIC WARRANTS ADDED/CLEARED	36.00
LINEBARGER GOGGAN BLAIR	01-4040-04-00	COLLECTION AGENCY FEES COLLECT	5,136.96
TYLER TECHNOLOGIES -INCODE DIV	01-4040-04-00	INTERFACE WITH SETCIC MAINT FY	593.18
		Total	9,133.95
POLICE			
ALERT ALARMS	01-2031-05-00	MONTHLY ALARM FEE FOR POLICE D	50.00
ALL AMERICAN SALES 104	01-3030-05-00	CORNER STROBE LFL FOR UNIT 207	62.25
ALL AMERICAN SALES 104	01-3030-05-00	STROBE FOR UNIT 4284	85.00
ALL AMERICAN SALES 104	01-3030-05-00	STROBE FOR UNIT 2076	62.25
ALTA LANGUAGE SERVICES, INC.	01-4060-05-00	BI-LINGUAL TESTING FOR EVELYN	60.00
ENTERPRISE HOLDINGS, INC	01-3030-05-00	REPAIRS TO DAMAGED VEHICLES	2,701.19
JANIKING OF HOUSTON, INC.	01-2070-05-00	JANITORIAL SERVICES FOR FEBRUA	622.17
LOCKRIDGE PACKAGING, LLC	01-2070-05-00	JANITORIAL SUPPLIES FOR POLICE	692.05
LONE STAR UNIFORMS, INC.	01-2040-05-00	UNIFORMS FOR OFFICER HUMAN	49.00
LONE STAR UNIFORMS, INC.	01-2040-05-00	BADGE FOR HAWTHORNE	105.95
LONE STAR UNIFORMS, INC.	01-2040-05-00	BADGE FOR SCOTT	105.95
LONE STAR UNIFORMS, INC.	01-2040-05-00	UNIFORMS FOR WALTON	354.00
LONE STAR UNIFORMS, INC.	01-2040-05-00	UNIFORMS FOR R. GARCIA	74.50
NORTHEAST WISCONSIN	01-4060-05-00	TUITION-TASER INSTRUCTOR COURS	350.00
O'REILLY AUTO PARTS	01-3030-05-00	IGN COIL & SPARK PLUGS FOR P.D	63.61
O'REILLY AUTO PARTS	01-3030-05-00	CREDIT FOR IGN COIL AND SPARK	- 63.61
O'REILLY AUTO PARTS	01-3030-05-00	OIL FILTER & MOTOR OIL FOR UNI	33.26
O'REILLY AUTO PARTS	01-3030-05-00	THERMOSTAT, IGN COIL, & SPARK	139.11
O'REILLY AUTO PARTS	01-3030-05-00	VVT SOLENOID FOR UNIT 1436	69.34
O'REILLY AUTO PARTS	01-3030-05-00	BLOWER MOTOR FOR UNIT 8089	38.84
O'REILLY AUTO PARTS	01-3030-05-00	MICRO-V BELT FOR UNIT 0893	29.54
O'REILLY AUTO PARTS	01-3030-05-00	AT, FUEL, OIL,& AIR FILTERS FO	26.26
O'REILLY AUTO PARTS	01-3030-05-00	MICRO-V BELT & WIPER BLADES FO	38.37
O'REILLY AUTO PARTS	01-3030-05-00	MANL MIRRORS FOR UNIT 2587	54.99
O'REILLY AUTO PARTS	01-3030-05-00	WIPER BLADES FOR UNIT 1980	8.98
O'REILLY AUTO PARTS	01-3030-05-00	WIPER BLADES FOR UNIT 9719	8.98
O'REILLY AUTO PARTS	01-3030-05-00	WIPER FLUID	60.00
O'REILLY AUTO PARTS	01-3030-05-00	WIPER BLADES FOR UNIT 1436	15.12
O'REILLY AUTO PARTS	01-3030-05-00	CREDIT FOR WIPER BLADES	- 15.12
O'REILLY AUTO PARTS	01-3030-05-00	WIPER BLADES FOR UNIT 1436	10.48
O'REILLY AUTO PARTS	01-3030-05-00	TRANS COOLER & DISC PAD SET FO	170.68
O'REILLY AUTO PARTS	01-3030-05-00	RADIATOR, WATER PUMP, & INT MA	417.67
O'REILLY AUTO PARTS	01-3030-05-00	BALL JOINT FOR UNIT 2080	104.96
O'REILLY AUTO PARTS	01-3030-05-00	CONTROL ARM KIT FOR UNIT 2080	146.12



CITY OF LA MARQUE

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Vendors	Accounts	Descriptions	Amounts
O'REILLY AUTO PARTS	01-3030-05-00	TRANS HOSE FOR UNIT 2080	6.09
O'REILLY AUTO PARTS	01-3030-05-00	WIPER BLADES FOR UNIT 2076	27.98
O'REILLY AUTO PARTS	01-3030-05-00	DISC PAD SET & WIPER BLADES FO	158.95
O'REILLY AUTO PARTS	01-3030-05-00	V/C GASKETS FOR UNIT 2587	10.36
O'REILLY AUTO PARTS	01-3030-05-00	WIPER BLADES FOR UNIT 4719	27.98
O'REILLY AUTO PARTS	01-3030-05-00	TRIPLE SOCKET FOR UNIT 9719	17.99
O'REILLY AUTO PARTS	01-3030-05-00	ECM FOR UNIT 9719	173.99
O'REILLY AUTO PARTS	01-3030-05-00	SIGNAL SWITCH FOR UNIT 9719	51.56
SOUTHERN TIRE MART, LLC	01-3030-05-00	TIRES FOR UNIT 5474	328.00
TEXAS CITY FORD PARTNERS LLC	01-3030-05-00	HUB CAPS FOR TRAFFIC ENFORCEME	152.40
TEXAS CITY FORD PARTNERS LLC	01-3030-05-00	ENGINE REPAIRS FOR UNIT 8960	1,436.77
TEXAS CITY POLICE	01-4060-05-00	FIREARMS BASIC RIFLE COURSE-J.	15.00
TEXAS CITY POLICE	01-4060-05-00	TCIC/NCIC 3802 TRAINING FOR T.	40.00
THALJI ENTERPRISES, INC.	01-3030-05-00	4 WHEEL ALIGNMENT FOR UNIT 208	60.00
TRANS UNION RISK & ALTERNATIVE	01-2031-05-00	DATA FUSION FOR CRIMINAL INVES	110.00
UNITED PARCEL SERVICE	01-3040-05-00	SHIPPING FEES TO RETURN A TASE	14.87
VINCENT RUSCELLI, PH.D	01-4040-05-00	RECRUITMENT PROCESS FOR NEW EM	375.00
XEROX CORPORATION	01-2010-05-00	PRINT FEES FOR COPIER	19.87
		Total	10,361.92
FIRE			
AIRGAS	01-2011-06-00	RENTAL CYLINDER IND LARGE ACET	19.47
BOUND TREE MEDICAL	01-2011-06-00	EMS MEDICAL SUPPLIES	29.34
BOUND TREE MEDICAL	01-2011-06-00	EMS MEDICAL SUPPLIES	1,936.25
BOUND TREE MEDICAL	01-2011-06-00	EMS MEDICAL SUPPLIES	170.05
BOUND TREE MEDICAL	01-2011-06-00	EMS MEDICAL SUPPLIES	13.44
BOUND TREE MEDICAL	01-2011-06-00	EMS MEDICAL SUPPLIES	336.99
BOUND TREE MEDICAL	01-2011-06-00	EMS MEDICAL SUPPLIES	27.54
BOUND TREE MEDICAL	01-2011-06-00	EMS MEDICAL SUPPLIES	6.47
BOUND TREE MEDICAL	01-2011-06-00	EMS MEDICAL SUPPLIES	25.88
DR. PAUL FINE	01-4040-06-00	EMS MEDICAL OVERSIGHT AND PROF	650.00
MATHESON TRI-GAS	01-2031-06-00	HIGH PRESSURE AND HAZARDOUS MA	155.16
MATHESON TRI-GAS	01-2031-06-00	HIGH PRESSURE AND HAZARDOUS MA	159.73
MES-TEXAS	01-2040-06-00	LMFD UNIFORM SHIRTS	85.98
MES-TEXAS	01-3050-06-00	ALUMINUM ROCKER LUG COUPLINGS	759.01
METRO FIRE	01-3040-06-00	BULLARD THERMAL CAMERA FOR E-1	8,062.00
O'REILLY AUTO PARTS	01-3030-06-00	BATTERY FOR MEDIC 2	176.08
O'REILLY AUTO PARTS	01-3030-06-00	WIPER FLUID	25.00
O'REILLY AUTO PARTS	01-3030-06-00	WIPER BLADES FOR UNIT 6623	45.98
SIDDONS MARTIN EMERGENCY, LLC	01-3030-06-00	REPAIRS/WORK PERFORMED ON ENGI	2,914.32
SIDDONS MARTIN EMERGENCY, LLC	01-3030-06-00	SEMI ANNUAL SERVICE AND REPAIR	2,043.21
SOUTHERN TIRE MART, LLC	01-3030-06-00	(2) TIRES FOR MEDIC 1	218.00
STERICYCLE, INC.	01-2011-06-00	MONTHLY MEDICAL WASTE SERVICE	219.82
STRYKER SALES CORP.	01-3040-06-00	STRYKER STRETCHER FOR M-1 UNIT	12,296.00
STRYKER SALES CORP.	01-2040-06-00	STRYKER STRETCHER FOR M-1 UNIT	125.00
		Total	31,205.71
CITY CLERK			



CITY OF LA MARQUE

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February 2014

Vendors	Accounts	Descriptions	Amounts
CHERYL E. JOHNSON	01-4050-07-00	2013 PROPERTY TAX RATES AD	593.40
GALVESTON DAILY NEWS	01-4050-07-00	AD FOR PUBLIC HEARING	137.73
GALVESTON DAILY NEWS	01-4050-07-00	AD FOR PUBLIC HEARING	161.94
GALVESTON DAILY NEWS	01-4050-07-00	AD FOR PUBLIC HEARING	129.66
NATIONAL NOTARY ASSOCIATION	01-4071-07-00	NOTARY PUBLIC RENEWAL FOR CITY	109.00
THOMSON WEST	01-4071-07-00	2014 TEXAS PROPERTY CODE BOOKS	127.00
		Total	1,258.73
LIBRARY			
COLLEGE OF THE MAINLAND	01-1030-08-00	ATTENTION: ELECTRA JAMES (25%	82.93
COLLEGE OF THE MAINLAND	01-1030-08-00	ATTENTION: ELECTRA JAMES (25%	175.69
DEMCO INCORPORATED	01-7010-08-00	LABEL PROTECTORS	139.43
DEMCO INCORPORATED	01-7010-08-00	BOOKS TRUCKS	611.98
JANIKING OF HOUSTON, INC.	01-2070-08-00	JANITORIAL SERVICES FOR FEBRUA	400.00
MIDLAND COUNTY PUBLIC LIBRARY	01-7010-08-00	LOST ILL #1301618 BOOK REPLACE	22.22
MIKE'S PEST CONTROL INC	01-4040-08-00	QUARTERLY PEST CONTROL-LIBRARY	74.95
SHELECE CAMPBELL	01-1030-08-00	TEMP HELP-LIBRARY	261.90
SHELECE CAMPBELL	01-1030-08-00	TEMP HELP FOR LIBRARY	261.90
		Total	2,031.00
PARKS			
BROOKSIDE EQUIPMENT SALES	01-3040-09-00	CHAIN SAW BLADES	57.98
LOCKRIDGE PACKAGING, LLC	01-2070-09-00	JANITORIAL SUPPLIES FOR P.W. &	224.13
O'REILLY AUTO PARTS	01-3030-09-00	WATER PUMP FOR UNIT 0032	345.20
O'REILLY AUTO PARTS	01-3030-09-00	WIPER FLUID	4.99
		Total	632.30
SHOP/SERVICE FACILITY			
MAINLAND TOOL & SUPPLY	01-2060-10-00	BANDSAW BLADE FOR SHOP	22.45
O'REILLY AUTO PARTS	01-2010-10-00	WIPER FLUID	5.00
UNIFIRST HOLDINGS, INC	01-2040-10-00	UNIFORMS FOR CITY EMPLOYEES	12.21
UNIFIRST HOLDINGS, INC	01-2040-10-00	UNIFORMS FOR CITY HALL	12.20
UNIFIRST HOLDINGS, INC	01-2040-10-00	UNIFORMS FOR CITY EMPLOYEES	64.40
		Total	116.26
PUBLIC WORKS ADMINISTRATION			
MIKE'S PEST CONTROL INC	01-2070-11-00	QUARTERLY PEST CONTROL-P.W.	84.95
XEROX CORPORATION	01-3040-11-00	BASE CHARGES AND NET PRINT CHA	224.16
		Total	309.11
STREET			
O'REILLY AUTO PARTS	01-3030-12-00	WIPER FLUID	5.00
SAFETY SHOE DISTRIBUTORS	01-2040-12-00	SAFETY BOOTS FOR T. BUNDINI-ST	75.00
SAFETY SHOE DISTRIBUTORS	01-2040-12-00	SAFETY BOOTS FOR D. HENDERSON-	125.00
UNIFIRST HOLDINGS, INC	01-2040-12-00	UNIFORMS FOR CITY EMPLOYEES	42.54
UNIFIRST HOLDINGS, INC	01-2040-12-00	UNIFORMS FOR CITY HALL	42.45
UNIFIRST HOLDINGS, INC	01-2040-12-00	UNIFORMS FOR CITY EMPLOYEES	216.00
		Total	505.99
FUND EXPENDITURES			
AT&T	01-5010-99-00	ACCOUNT #40993511123323	128.54



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Vendors	Accounts	Descriptions	Amounts
AT&T (LONG DISTANCE)	01-5010-99-00	LONG DISTANCE BILL FOR JANUARY	96.94
AT&T MOBILITY	01-5010-99-00	AT&T CELL PHONE BILL	343.15
BCOS INC.	01-2031-99-00	EXCESS COPY/PRINT FEES	99.32
BCOS INC.	01-2031-99-00	MONTHLY COPIER MAINT FEES	26.00
BIO STAR FILMS	01-6210-99-00	PLASTIC TRASH BAGS WITH CITY L	7,550.00
CELICO PARTNERSHIP	01-5010-99-00	VERIZON CELL PHONE BILL	1,864.93
CENTER POINT ENERGY	01-5020-99-00	GAS BILL (1109 BAYOU RD) JANUA	487.50
CENTER POINT ENERGY	01-5020-99-00	GAS BILL (1109 BAYOU RD A) JAN	2.13
COMCAST	01-5010-99-00	CITY CABLE BOXES	45.64
COMCAST	01-5010-99-00	CITY INTERNET & PRI LINE	883.46
CONSOLIDATED ELECTRICAL DIST.	01-3020-99-00	LIGHTS FOR CITY HALL	112.50
GULF COAST COALITION OF CITIES	01-4042-99-00	2014 ASSESSMENT	2,209.80
JANIKING OF HOUSTON, INC.	01-2070-99-00	JANITORIAL SERVICES FOR FEBRUA	567.58
JANIKING OF HOUSTON, INC.	01-2070-99-00	JANITORIAL SERVICES FOR FEBRUA	125.35
MIKE'S PEST CONTROL INC	01-3020-99-00	QUARTERLY PEST CONTROL SERVICE	129.95
MIKE'S PEST CONTROL INC	01-3020-99-00	QUARTERLY PEST CONTROL SERVICE	129.95
SPRINT	01-5010-99-00	SPRINT DATA CARDS FOR FINANCE	34.99
U.S. BANK NATIONAL ASSOCIATION	01-2031-99-00	COPIER LEASE FEES FOR FRONT VA	173.36
		Total	15,011.09
UTILITY FUND			
UTILITY ACCOUNTING			
DREYFUS PRINTING	02-2010-21-00	WATER BILL POST CARDS	2,625.00
LINE & LASER PRINTER SERVICE	02-2010-21-00	PRINTING RIBBON FOR BILL PRINT	104.50
LINE & LASER PRINTER SERVICE	02-3040-21-00	REPLACE PRINTRONIX 5214 BILL P	600.00
SAFETY SHOE DISTRIBUTORS	02-2040-21-00	SAFETY BOOTS FOR W. JENKINS-UT	99.99
U. S. POST OFFICE	02-2011-21-00	POSTAGE FOR BILLING	2,500.00
UNIFIRST HOLDINGS, INC	02-2040-21-00	UNIFORMS FOR CITY EMPLOYEES	12.21
UNIFIRST HOLDINGS, INC	02-2040-21-00	UNIFORMS FOR CITY HALL	12.20
UNIFIRST HOLDINGS, INC	02-2040-21-00	UNIFORMS FOR CITY EMPLOYEES	55.00
		Total	6,008.90
UTILITY LINE MAINTENANCE			
ACTION PERSONNEL INC.	02-1030-22-00	TEMP HELP-UTILITY 22	609.20
BAULCH SAND PIT, LLC	02-3010-22-00	SAND FOR REPAIRS & DRESS UPS	72.00
BOO'S PUMP RENTALS, INC.	02-2031-22-00	PUMP RENTAL FOR HWY 3 & CEDAR	1,521.00
BOO'S PUMP RENTALS, INC.	02-2031-22-00	PUMP RENTAL FOR HWY 3 & CEDAR	3,051.00
BOO'S PUMP RENTALS, INC.	02-2031-22-00	PUMP RENTAL (LAKE & FLORENCE)	177.00
BOO'S PUMP RENTALS, INC.	02-2031-22-00	PUMP RENTAL FOR HWY 3 & CEDAR	1,521.00
GLASS & GLAZING, INC.	02-3011-22-00	GLASS PANES INSTALLED ON ASHLE	379.82
KINLOCH EQUIPMENT & SUPPLY, INC	02-3030-22-00	(2) NOZZLES FOR JET MACHINE	144.00
KSA ENGINEERS, INC	02-3011-22-00	2012 TXCDBG SEWER IMPROV-PROFE	500.00
O'REILLY AUTO PARTS	02-3030-22-00	WIPER FLUID	10.00
SOUTHERN TIRE MART, LLC	02-3030-22-00	REAR TIRES FOR JET MACHINE	228.00
UNIFIRST HOLDINGS, INC	02-2040-22-00	UNIFORMS FOR CITY EMPLOYEES	18.38
UNIFIRST HOLDINGS, INC	02-2040-22-00	UNIFORMS FOR CITY HALL	18.35
UNIFIRST HOLDINGS, INC	02-2040-22-00	UNIFORMS FOR CITY EMPLOYEES	144.67
		Total	8,394.42



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Vendors	Accounts	Descriptions	Amounts
WATER AND SEWER OPERATIONS			
ALDINGER COMPANY	02-2010-24-00	COUPLING, IN SHOP REPAIR, CERT	662.23
CENTER POINT ENERGY	02-5020-24-00	GAS BILL FOR 2102 MAGNOLIA (JA	34.40
CENTER POINT ENERGY	02-5020-24-00	GAS BILL (1111 VOLNEY ST) JANU	21.33
CENTER POINT ENERGY	02-5020-24-00	GAS BILL (2701 WOODLAND ST B)	511.11
CENTER POINT ENERGY	02-5020-24-00	GAS BILL FOR 4818 DELANEY RD (	17.85
CENTER POINT ENERGY	02-5020-24-00	GAS BILL FOR 10750 FM 1764 (JA	36.33
CENTER POINT ENERGY	02-5020-24-00	GAS BILL (2506 6TH ST) JANUARY	43.05
COMPUTER EXTENSION SYS., INC.	02-4040-24-00	PRINTING & MAILING OF TCEQ PUB	2,862.17
DERRICK HAMMON	02-4060-24-00	REIMB FOR GROUNDWATER C LICENS	111.00
DXI INDUSTRIES, INC.	02-2010-24-00	CHLORINE FOR WWTP	776.39
EASTEX ENVIRONMENTAL LAB.	02-4040-24-00	WATER SAMPLES	290.00
ENVIRODYNE LABORATORIES	02-4040-24-00	SAMPLE PICK UP-WWTP	400.00
GULF COAST	02-6011-24-00	SURFACE WATER PURCHASED FOR JA	53,888.24
HACH CHEMICAL	02-2010-24-00	CHEMICALS FOR LAB AT WWTP	522.22
LOCKRIDGE PACKAGING, LLC	02-2070-24-00	JANITORIAL SUPPLIES FOR P.W. &	298.10
MAINLAND TOOL & SUPPLY	02-2010-24-00	AA & AAA BATTERIES	32.88
MOODY BROTHERS INC	02-3040-24-00	PM KIT FOR CHLORINATORS @ FM 1	181.43
MOODY BROTHERS INC	02-3040-24-00	PM KIT FOR VAC REGULATOR & ROT	167.38
O'REILLY AUTO PARTS	02-3030-24-00	WIPER FLUID	5.00
RON PERRIN WATER TECHNOLOGIES	02-3011-24-00	INSPECTION & CLEANING OF POTAB	9,899.00
SAFETY SHOE DISTRIBUTORS	02-2040-24-00	SAFETY BOOTS FOR V. GARCIA-UTI	114.99
TEXAS CITY FORD PARTNERS LLC	02-3030-24-00	FUEL FILTER HOUSING LINE GASKE	40.61
TEXAS ENGINEERING EXT SER	02-4060-24-00	WATER UTILITY SAFETY COURSE FO	350.00
UNIFIRST HOLDINGS, INC	02-2040-24-00	UNIFORMS FOR CITY EMPLOYEES	36.31
UNIFIRST HOLDINGS, INC	02-2040-24-00	UNIFORMS FOR CITY HALL	68.35
UNIFIRST HOLDINGS, INC	02-2040-24-00	UNIFORMS FOR CITY EMPLOYEES	215.75
VICTOR O.SCHINNERER & CO.	02-4040-24-00	PUBLIC OFFICIAL BOND RENEWAL F	50.00
		Total	71,636.12
UTILITY EQUIPMENT MAINTENANCE			
MAINLAND TOOL & SUPPLY	02-2012-26-00	HAND CLEANER SCRUBS	167.40
O'REILLY AUTO PARTS	02-3030-26-00	WIPER FLUID	5.00
O'REILLY AUTO PARTS	02-3030-26-00	STOP/TAIL LT FOR UT 26	3.19
O'REILLY AUTO PARTS	02-3030-26-00	STARTER FOR UNIT 9735	84.72
UNIFIRST HOLDINGS, INC	02-2040-26-00	UNIFORMS FOR CITY EMPLOYEES	6.16
UNIFIRST HOLDINGS, INC	02-2040-26-00	UNIFORMS FOR CITY HALL	6.16
UNIFIRST HOLDINGS, INC	02-2040-26-00	UNIFORMS FOR CITY EMPLOYEES	33.15
		Total	305.78
FUND EXPENDITURES			
AT&T	02-5010-99-00	ACCOUNT #40993511123323	64.06
CELICO PARTNERSHIP	02-5010-99-00	VERIZON CELL PHONE BILL	454.27
COMCAST	02-5010-99-00	INTERNET FOR WWTP	167.42
COMCAST	02-5010-99-00	CITY INTERNET & PRI LINE	309.16
		Total	994.91
HOTEL OCCUPANCY TAX FUND			



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Vendors	Accounts	Descriptions	Amounts
GULF COAST CENTER	10-4010-00-00	FIXED ROUTE SERVICES FOR TRANS	3,333.33
		Total	3,333.33
DEBT SERVICE			
COMPASS BANK	15-4350-00-00	INTEREST FOR DEBT SERVICE BOND	32,492.50
		Total	32,492.50
GENERAL P.I.D. TAX			
CORELOGIC	17-3100-00-00	OVERPAYMENT REFUND CHARLES W R	1,185.00
CORELOGIC	17-3100-00-00	OVERPAYMENT REFUNDGLENN A WOOD	1,185.00
WELLS FARGO HOME MORTGAGE	17-3100-00-00	OVERPAYMENT REFUND JUSTIN RILE	1,185.00
		Total	3,555.00
EDC			
AT&T MOBILITY	19-5010-00-00	AT&T CELL PHONE BILL	25.90
CELICO PARTNERSHIP	19-5010-00-00	VERIZON CELL PHONE BILL	51.34
COMCAST	19-5010-00-00	CITY INTERNET & PRI LINE	89.28
GALVESTON COUNTY TAX OFFICE	19-7070-00-00	TAX PAYMENT FOR ACCT #0002-022	1,816.19
GALVESTON COUNTY TAX OFFICE	19-7070-00-00	TAX PAYMENT FOR ACCT #4895-000	2,578.30
GALVESTON COUNTY TAX OFFICE	19-7070-00-00	TAX PAYMENT FOR ACCT #4895-000	1,494.21
GALVESTON COUNTY TAX OFFICE	19-7070-00-00	TAX PAYMENT FOR ACCT #4895-000	1,098.15
HARTMAN NEWSPAPERS L.P.	19-4050-00-00	AD IN TC/LM CHAMBER MAGAZINE	875.00
TEXAS CITY-LA MARQUE	19-2010-00-00	ANNUAL BANQUET SPONSORSHIP-EDC	750.00
		Total	9,553.37
PID Phase II			
CORELOGIC	21-3100-00-00	OVERPAYMENT REFUND JAMES CLARK	1,435.00
CORELOGIC	21-3100-00-00	OVERPAYMENT REFUND PHILLIP E K	1,435.00
		Total	2,870.00
CDBG Round 2			
ALCOTT, INC.	34-7100-22-00-GDRUL	PAY EST #4-LJA PROJECT NO. E01	59,320.87
		Total	59,320.87
1998 GCWA BOND ISSUE			
GCWA	43-4301-00-00	SURFACE WATER PURCHASED FOR JA	3,111.81
GCWA	43-4302-00-00	SURFACE WATER PURCHASED FOR JA	21,300.52
		Total	24,412.33
2007 Bond Projects			
CAMPBELL CONCRETE MATERIALS	46-4060-10-00	STAB SAND FOR VAUTHIER ROAD	128.00
		Total	128.00
SANITATION			
BFI WASTE SERVICES, LP	63-6031-14-00	REFUSE BILL FOR DECEMBER 2013 CONTAINER	37,076.16
BFI WASTE SERVICES, LP	63-6026-14-00	REFUSE BILL FOR DECEMBER 2013 APARTMENTS	312.36



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Vendors	Accounts	Descriptions	Amounts
BFI WASTE SERVICES, LP	63-6025-14-00	REFUSE BILL FOR DECEMBER 2013 MOBILE HOMES	1,507.51
BFI WASTE SERVICES, LP	63-6027-14-00	REFUSE BILL FOR DECEMBER 2013 DUPLEX	1,065.81
BFI WASTE SERVICES, LP	63-6028-14-00	REFUSE BILL FOR DECEMBER 2013 COMMERCIAL	3,994.74
BFI WASTE SERVICES, LP	63-6024-14-00	REFUSE BILL FOR DECEMBER 2013 RESIDENTIAL	72,903.95
BFI WASTE SERVICES, LP	63-6110-14-00	REFUSE BILL FOR DECEMBER 2013 SPECIAL CLEAN UP	1,729.03
BFI WASTE SERVICES, LP	63-6031-14-00	REFUSE BILL FOR NOVEMBER 2013 CONTAINER	37,281.84
BFI WASTE SERVICES, LP	63-6026-14-00	REFUSE BILL FOR NOVEMBER 2013 APARTMENTS	312.36
BFI WASTE SERVICES, LP	63-6025-14-00	REFUSE BILL FOR NOVEMBER 2013 MOBILE HOMES	1,507.51
BFI WASTE SERVICES, LP	63-6027-14-00	REFUSE BILL FOR NOVEMBER 2013 DUPLEX	1,065.81
BFI WASTE SERVICES, LP	63-6028-14-00	REFUSE BILL FOR NOVEMBER 2013 COMMERCIAL	3,994.74
BFI WASTE SERVICES, LP	63-6024-14-00	REFUSE BILL FOR NOVEMBER 2013 RESIDENTIAL	84,926.25
BFI WASTE SERVICES, LP	63-6110-14-00	REFUSE BILL FOR NOVEMBER 2013 SPECIAL CLEAN UP	7,496.52
		Total	255,174.59
Disaster Fund			
JOHN A WALKER ROOFING CO,	70-3020-01-01	ROOF REPAIRS TO CITY HALL DUE	27,120.00
JOHN A WALKER ROOFING CO,	70-3020-09-01	ROOF REPAIRS AT HIGHLAND BAYOU	8,384.00
JOHN A WALKER ROOFING CO,	70-3020-10-01	ROOF REPAIR FOR VEHICLE/EQUIPM	36,700.00
		Total	72,204.00
Court Security Fund			
KEYSTONE (US) MGMT., INC.	83-2015-04-00	MARCH 2014 SECURITY SYSTEM FOR	159.27
		Total	159.27
Clean City Commission			
ROY V ROBISON	87-4041-01-00	REIMB FOR TOOLS AND LUNCHES PR	69.16
		Total	69.16

CITY OF LA-MARQUE
CONSOLIDATED REGIONS BANK RECONCILIATION
ACCOUNTS: 83002144, 1059997 G/L # 75-7000
2/28/2014

	<i>Beginning Bank Balance</i>	<i>Deposits</i>	<i>Disbursements</i>	<i>Ending Bank Balance</i>
<u>Bank Balance:</u>	\$ 5,945,013.07	\$ 2,979,397.44	\$ 1,926,600.27	\$ 6,997,810.24
DIT Current		69,892.21	-	69,892.21
Current O/S checks		-	500,487.37	(500,487.37)
Monthly Sales Tax due to State		-	7,920.83	(7,920.83)
Qtrly State Criminal Fees			-	-
Adjusted Bank Balance:	\$ 5,945,013.07	\$ 3,049,289.65	\$ 2,435,008.47	\$ 6,559,294.25
	<i>Beginning Balance</i>			<i>Ending Balance</i>
<u>Balances Per Book:</u>	6,971,780.97	\$ 2,067,838.29	\$ 1,236,996.47	\$ 7,802,622.79
EDC Transfer 01/14/2014			\$ 1,050,498.00	(1,050,498.00)
EDC Transfer 01/30/2014		\$ -	\$ 130,090.41	(130,090.41)
EDC Transfer 02/28/2014			\$ 112,104.43	(112,104.43)
EDC Transfer 02/28/2014		\$ 1,691.52		1,691.52
EDC Transfer 02/28/2014		\$ 37,500.00		37,500.00
EDC Transfer 02/28/2014		\$ 10,172.78		10,172.78
				-
				-
Adjusted Book Balance:	\$ 12,916,794.04	\$ 2,117,202.59	\$ 2,529,689.31	\$ 6,559,294.25

APPROVED  MAR 12 2014


03-11-14



FINANCIAL STATEMENTS
FOR THE
HOUSING AUTHORITY
OF

LaMarque Section 8

FOR THE MONTH ENDED
October 2013

PREPARED BY:
Calena Sanchez
Housing Solutions Alliance
2910 Common St.
Lake Charles, LA 70601
Phone: 337-564-5694
Fax: 337-564-5703

TX530 Lamarque Section 8 #1019
Balance Sheet for October 2013
Program: La Marque Section 8 Vouchers Project: Consolidated

	Period Amount	Balance
ASSETS		
CURRENT ASSETS		
CASH		
1111.001 Cash	(105,906.29)	63,356.67
TOTAL CASH	(105,906.29)	63,356.67
ACCOUNTS RECEIVABLE		
1129.003 A/R - ALL PORT-IN HOUSING AUTHORITY	7,918.31	20,695.36
TOTAL ACCOUNTS RECEIVABLE	7,918.31	20,695.36
DEFERRED CHARGES		
1211.000 Pre-Paid Insurance	44.16	44.16
TOTAL DEFERRED CHARGES	44.16	44.16
TOTAL CURRENT ASSETS	(97,943.82)	84,096.19
TOTAL ASSETS	(97,943.82)	84,096.19
LIABILITIES AND SURPLUS		
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE		
2111.001 A/P - VENDOR	(134.16)	0.00
TOTAL ACCOUNTS PAYABLE	(134.16)	0.00
OTHER LIABILITIES		
2118.3610 A/P HUD Interest	0.00	17.52
2119.001 A/P - TX CITY SECTION 8	0.00	1.62
2119.002 A/P - TX CITY LOW RENT	2,699.30	15,000.91
2119.006 HAP checks hit bank early	(71,777.00)	(71,777.00)
2119.009 A/P - HAP & ACCOUNTS PAYABLE	339.00	(826.00)
TOTAL OTHER LIABILITIES	(68,738.70)	(57,582.95)
TOTAL CURRENT LIABILITIES	(68,872.86)	(57,582.95)
TOTAL LIABILITIES	(68,872.86)	(57,582.95)
SURPLUS		
LIABILITIES		
SURPLUS		
2826.000 Operating Reserves-Admin	0.00	131,393.10
2828.000 Restrcted HAP Reserves	0.00	39,357.00
2860.000 Current Earnings (Current Year)	(29,070.96)	(29,070.96)
TOTAL SURPLUS	(29,070.96)	141,679.14
TOTAL LIABILITIES	(29,070.96)	141,679.14
TOTAL SURPLUS	(29,070.96)	141,679.14
TOTAL LIABILITIES AND SURPLUS	(97,943.82)	84,096.19
PROOF	0.00	0.00

TX530 Lamarque Section 8 #1019
Operating Statement for the One Month Ended 10/31/2013
Program: La Marque Section 8 Vouchers Project: Administration

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
INCOME							
PORTABILITY FEES							
3301.000 PORTABILITY FEE - ADMIN	0.00	3,141.41	0.00	3,141.41	0.00	0.00	3,141.41
TOTAL PORTABILITY FEES	0.00	3,141.41	0.00	3,141.41	0.00	0.00	3,141.41
OTHER REVENUE							
3610.000 Interest Income	0.00	11.41	0.00	11.41	0.00	0.00	11.41
3698.000 Fraud Recovery	0.00	275.00	0.00	275.00	0.00	0.00	275.00
TOTAL OTHER REVENUE	0.00	286.41	0.00	286.41	0.00	0.00	286.41
PORT IN REIMBURSEMENTS							
3715.000 PORT IN - HAP	0.00	56,179.00	0.00	56,179.00	0.00	0.00	56,179.00
TOTAL PORT IN REIMBURSEMENTS	0.00	56,179.00	0.00	56,179.00	0.00	0.00	56,179.00
ADMINISTRATIVE FEES							
3926.000 HAP ADMIN INCOME	0.00	4,114.00	0.00	4,114.00	0.00	0.00	4,114.00
TOTAL ADMINISTRATIVE FEES	0.00	4,114.00	0.00	4,114.00	0.00	0.00	4,114.00
TOTAL INCOME	0.00	63,720.82	0.00	63,720.82	0.00	0.00	63,720.82
EXPENSES							
ROUTINE EXPENDITURES							
ADMINISTRATION							
GENERAL ADMINISTRATION							
4110.000 Administrative Salaries	0.00	1,774.02	0.00	1,774.02	0.00	0.00	(1,774.02)
4170.000 Accounting Fees &	0.00	179.80	0.00	179.80	0.00	0.00	(179.80)
4171.000 Audit Fees	0.00	6,500.00	0.00	6,500.00	0.00	0.00	(6,500.00)
TOTAL GENERAL ADMINISTRATI	0.00	8,453.82	0.00	8,453.82	0.00	0.00	(8,453.82)
SUNDRY ADMINISTRATION							
4190.001 Telephone/Internet	0.00	8.16	0.00	8.16	0.00	0.00	(8.16)
4190.002 Office Supplies	0.00	5.74	0.00	5.74	0.00	0.00	(5.74)
4190.004 Membership Dues and	0.00	199.00	0.00	199.00	0.00	0.00	(199.00)
4190.008 Alarm Monitoring	0.00	3.75	0.00	3.75	0.00	0.00	(3.75)
4190.011 Postage	0.00	3.05	0.00	3.05	0.00	0.00	(3.05)
4190.013 Contract (MDA, 50058's,	0.00	207.50	0.00	207.50	0.00	0.00	(207.50)
4190.019 Other Administrative	0.00	1.58	0.00	1.58	0.00	0.00	(1.58)
TOTAL SUNDRY ADMINISTRATIO	0.00	428.78	0.00	428.78	0.00	0.00	(428.78)
TOTAL ADMINISTRATION	0.00	8,882.60	0.00	8,882.60	0.00	0.00	(8,882.60)
GENERAL EXPENDITURES							
INSURANCE							
4510.003 WORKERS COMP	0.00	22.08	0.00	22.08	0.00	0.00	(22.08)
TOTAL INSURANCE	0.00	22.08	0.00	22.08	0.00	0.00	(22.08)
OTHER GENERAL							
4540.000 Employee Benefit	0.00	695.10	0.00	695.10	0.00	0.00	(695.10)
TOTAL OTHER GENERAL	0.00	695.10	0.00	695.10	0.00	0.00	(695.10)
TOTAL GENERAL EXPENDITURES	0.00	717.18	0.00	717.18	0.00	0.00	(717.18)
TOTAL ROUTINE EXPENDITURES	0.00	9,599.78	0.00	9,599.78	0.00	0.00	(9,599.78)

TX530 Lamarque Section 8 #1019
Operating Statement for the One Month Ended 10/31/2013
Program: La Marque Section 8 Vouchers Project: Administration

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
EXPENSES							
NON-ROUTINE EXPENDITURES							
HOUSING ASSISTANCE PAYMENTS							
4715.002 Port In HAP Expense	0.00	51,694.00	0.00	51,694.00	0.00	0.00	(51,694.00)
TOTAL HOUSING ASSISTANCE PAY	0.00	51,694.00	0.00	51,694.00	0.00	0.00	(51,694.00)
TOTAL NON-ROUTINE EXPENDITURE	0.00	51,694.00	0.00	51,694.00	0.00	0.00	(51,694.00)
TOTAL EXPENSES	0.00	61,293.78	0.00	61,293.78	0.00	0.00	(61,293.78)
SURPLUS	0.00	2,427.04	0.00	2,427.04	0.00	0.00	2,427.04

TX530 Lamarque Section 8 #1019
Operating Statement for the One Month Ended 10/31/2013
Program: La Marque Section 8 Vouchers Project: La Marque -Voucher

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
INCOME							
OTHER REVENUE							
3698.000 Fraud Recovery	0.00	275.00	0.00	275.00	0.00	0.00	275.00
TOTAL OTHER REVENUE	0.00	275.00	0.00	275.00	0.00	0.00	275.00
TOTAL INCOME	0.00	275.00	0.00	275.00	0.00	0.00	275.00
EXPENSES							
NON-ROUTINE EXPENDITURES							
HOUSING ASSISTANCE PAYMENTS							
4715.001 HAP Expense	0.00	31,773.00	0.00	31,773.00	0.00	0.00	(31,773.00)
TOTAL HOUSING ASSISTANCE PAY	0.00	31,773.00	0.00	31,773.00	0.00	0.00	(31,773.00)
TOTAL NON-ROUTINE EXPENDITURE	0.00	31,773.00	0.00	31,773.00	0.00	0.00	(31,773.00)
TOTAL EXPENSES	0.00	31,773.00	0.00	31,773.00	0.00	0.00	(31,773.00)
SURPLUS	0.00	(31,498.00)	0.00	(31,498.00)	0.00	0.00	(31,498.00)



FINANCIAL STATEMENTS
FOR THE
HOUSING AUTHORITY
OF

LaMarque, TX

FOR THE MONTH ENDED
November 2013

PREPARED BY:

Calena Sanchez

Housing Solutions Alliance

2910 Common St.

Lake Charles, LA 70601

Phone: 337-564-5694

Fax: 337-564-5703

TX530 Lamarque Section 8 #1019
Balance Sheet for November 2013
Program: La Marque Section 8 Vouchers Project: Consolidated

	Period Amount	Balance
ASSETS		
CURRENT ASSETS		
CASH		
1111.001 Cash	65,081.41	128,438.08
TOTAL CASH	<u>65,081.41</u>	<u>128,438.08</u>
ACCOUNTS RECEIVABLE		
1129.003 A/R - ALL PORT-IN HOUSING AUTHORITY	(6,515.23)	14,180.13
TOTAL ACCOUNTS RECEIVABLE	<u>(6,515.23)</u>	<u>14,180.13</u>
DEFERRED CHARGES		
1211.000 Pre-Paid Insurance	(22.08)	22.08
TOTAL DEFERRED CHARGES	<u>(22.08)</u>	<u>22.08</u>
TOTAL CURRENT ASSETS	<u>58,544.10</u>	<u>142,640.29</u>
TOTAL ASSETS	<u>58,544.10</u>	<u>142,640.29</u>
LIABILITIES AND SURPLUS		
LIABILITIES		
CURRENT LIABILITIES		
OTHER LIABILITIES		
2118.3610 A/P HUD Interest	0.00	17.52
2119.001 A/P - TX CITY SECTION 8	0.00	1.62
2119.002 A/P - TX CITY LOW RENT	2,232.31	17,233.22
2119.006 HAP checks hit bank early	71,777.00	0.00
2119.009 A/P - HAP & ACCOUNTS PAYABLE	1,008.00	182.00
TOTAL OTHER LIABILITIES	<u>75,017.31</u>	<u>17,434.36</u>
TOTAL CURRENT LIABILITIES	<u>75,017.31</u>	<u>17,434.36</u>
TOTAL LIABILITIES	<u>75,017.31</u>	<u>17,434.36</u>
SURPLUS		
LIABILITIES		
SURPLUS		
2826.000 Operating Reserves-Admin	0.00	131,393.10
2828.000 Restrcted HAP Reserves	0.00	39,357.00
2860.000 Current Earnings (Current Year)	(16,473.21)	(45,544.17)
TOTAL SURPLUS	<u>(16,473.21)</u>	<u>125,205.93</u>
TOTAL LIABILITIES	<u>(16,473.21)</u>	<u>125,205.93</u>
TOTAL SURPLUS	<u>(16,473.21)</u>	<u>125,205.93</u>
TOTAL LIABILITIES AND SURPLUS	<u>58,544.10</u>	<u>142,640.29</u>
PROOF	<u>0.00</u>	<u>0.00</u>

TX530 Lamarque Section 8 #1019
Operating Statement for the Two Months Ended 11/30/2013
Program: La Marque Section 8 Vouchers Project: Administration

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
INCOME							
PORTABILITY FEES							
3301.000 PORTABILITY FEE - ADMIN	0.00	2,888.03	0.00	6,029.44	0.00	0.00	6,029.44
TOTAL PORTABILITY FEES	0.00	2,888.03	0.00	6,029.44	0.00	0.00	6,029.44
OTHER REVENUE							
3610.000 Interest Income	0.00	9.08	0.00	20.49	0.00	0.00	20.49
3698.000 Fraud Recovery	0.00	275.00	0.00	550.00	0.00	0.00	550.00
TOTAL OTHER REVENUE	0.00	284.08	0.00	570.49	0.00	0.00	570.49
PORT IN REIMBURSEMENTS							
3715.000 PORT IN - HAP	0.00	50,013.00	0.00	106,192.00	0.00	0.00	106,192.00
TOTAL PORT IN REIMBURSEMENTS	0.00	50,013.00	0.00	106,192.00	0.00	0.00	106,192.00
ADMINISTRATIVE FEES							
3926.000 HAP ADMIN INCOME	0.00	2,028.00	0.00	6,142.00	0.00	0.00	6,142.00
TOTAL ADMINISTRATIVE FEES	0.00	2,028.00	0.00	6,142.00	0.00	0.00	6,142.00
TOTAL INCOME	0.00	55,213.11	0.00	118,933.93	0.00	0.00	118,933.93
EXPENSES							
ROUTINE EXPENDITURES							
ADMINISTRATION							
GENERAL ADMINISTRATION							
4110.000 Administrative Salaries	0.00	1,774.02	0.00	3,548.04	0.00	0.00	(3,548.04)
4170.000 Accounting Fees &	0.00	359.60	0.00	539.40	0.00	0.00	(539.40)
4171.000 Audit Fees	0.00	0.00	0.00	6,500.00	0.00	0.00	(6,500.00)
TOTAL GENERAL ADMINISTRATI	0.00	2,133.62	0.00	10,587.44	0.00	0.00	(10,587.44)
SUNDRY ADMINISTRATION							
4190.001 Telephone/Internet	0.00	34.81	0.00	42.97	0.00	0.00	(42.97)
4190.002 Office Supplies	0.00	39.12	0.00	44.86	0.00	0.00	(44.86)
4190.004 Membership Dues and	0.00	199.00	0.00	398.00	0.00	0.00	(398.00)
4190.008 Alarm Monitoring	0.00	3.75	0.00	7.50	0.00	0.00	(7.50)
4190.009 Service Agreements	0.00	16.81	0.00	16.81	0.00	0.00	(16.81)
4190.011 Postage	0.00	58.70	0.00	59.75	0.00	0.00	(59.75)
4190.013 Contract (MDA, 50058's,	0.00	333.33	0.00	540.83	0.00	0.00	(540.83)
4190.019 Other Administrative	0.00	0.00	0.00	1.58	0.00	0.00	(1.58)
TOTAL SUNDRY ADMINISTRATIO	0.00	683.52	0.00	1,112.30	0.00	0.00	(1,112.30)
TOTAL ADMINISTRATION	0.00	2,817.14	0.00	11,699.74	0.00	0.00	(11,699.74)
GENERAL EXPENDITURES							
INSURANCE							
4510.003 WORKERS COMP	0.00	22.08	0.00	44.16	0.00	0.00	(44.16)
TOTAL INSURANCE	0.00	22.08	0.00	44.16	0.00	0.00	(44.16)
OTHER GENERAL							
4540.000 Employee Benefit	0.00	307.10	0.00	1,002.20	0.00	0.00	(1,002.20)
TOTAL OTHER GENERAL	0.00	307.10	0.00	1,002.20	0.00	0.00	(1,002.20)
TOTAL GENERAL EXPENDITURES	0.00	329.18	0.00	1,046.36	0.00	0.00	(1,046.36)

TX530 Lamarque Section 8 #1019
Operating Statement for the Two Months Ended 11/30/2013
Program: La Marque Section 8 Vouchers Project: Administration

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
EXPENSES							
TOTAL ROUTINE EXPENDITURES	0.00	3,146.32	0.00	12,746.10	0.00	0.00	(12,746.10)
NON-ROUTINE EXPENDITURES							
HOUSING ASSISTANCE PAYMENTS							
4715.002 Port In HAP Expense	0.00	50,013.00	0.00	101,707.00	0.00	0.00	(101,707.00)
TOTAL HOUSING ASSISTANCE PAY	0.00	50,013.00	0.00	101,707.00	0.00	0.00	(101,707.00)
TOTAL NON-ROUTINE EXPENDITURE	0.00	50,013.00	0.00	101,707.00	0.00	0.00	(101,707.00)
TOTAL EXPENSES	0.00	53,159.32	0.00	114,453.10	0.00	0.00	(114,453.10)
SURPLUS	0.00	2,053.79	0.00	4,480.63	0.00	0.00	4,480.63

TX530 Lamarque Section 8 #1019
Operating Statement for the Two Months Ended 11/30/2013
Program: La Marque Section 8 Vouchers Project: La Marque -Voucher

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
INCOME							
OTHER REVENUE							
3698.000 Fraud Recovery	0.00	275.00	0.00	550.00	0.00	0.00	550.00
TOTAL OTHER REVENUE	0.00	275.00	0.00	550.00	0.00	0.00	550.00
HAP FEES EARNED							
3927.000 HAP VOUCHER INCOME	0.00	11,642.00	0.00	11,642.00	0.00	0.00	11,642.00
TOTAL HAP FEES EARNED	0.00	11,642.00	0.00	11,642.00	0.00	0.00	11,642.00
TOTAL INCOME	0.00	11,917.00	0.00	12,192.00	0.00	0.00	12,192.00
EXPENSES							
NON-ROUTINE EXPENDITURES							
HOUSING ASSISTANCE PAYMENTS							
4715.001 HAP Expense	0.00	30,444.00	0.00	62,217.00	0.00	0.00	(62,217.00)
TOTAL HOUSING ASSISTANCE PAY	0.00	30,444.00	0.00	62,217.00	0.00	0.00	(62,217.00)
TOTAL NON-ROUTINE EXPENDITURE	0.00	30,444.00	0.00	62,217.00	0.00	0.00	(62,217.00)
TOTAL EXPENSES	0.00	30,444.00	0.00	62,217.00	0.00	0.00	(62,217.00)
SURPLUS	0.00	(18,527.00)	0.00	(50,025.00)	0.00	0.00	(50,025.00)



FINANCIAL STATEMENTS
FOR THE
HOUSING AUTHORITY
OF

LaMarque, TX

FOR THE MONTH ENDED
December 2013

PREPARED BY:

Calena Sanchez

Housing Solutions Alliance

2910 Common St.

Lake Charles, LA 70601

Phone: 337-564-5694

Fax: 337-564-5703

TX530 Lamarque Section 8 #1019
Balance Sheet for December 2013
Program: La Marque Section 8 Vouchers Project: Consolidated

	Period Amount	Balance
ASSETS		
CURRENT ASSETS		
CASH		
1111.001 Cash	(12,600.93)	115,837.15
TOTAL CASH	(12,600.93)	115,837.15
ACCOUNTS RECEIVABLE		
1129.003 A/R - ALL PORT-IN HOUSING AUTHORITY	357.01	14,537.14
TOTAL ACCOUNTS RECEIVABLE	357.01	14,537.14
DEFERRED CHARGES		
1211.000 Pre-Paid Insurance	(22.08)	0.00
TOTAL DEFERRED CHARGES	(22.08)	0.00
TOTAL CURRENT ASSETS	(12,266.00)	130,374.29
TOTAL ASSETS	(12,266.00)	130,374.29
LIABILITIES AND SURPLUS		
LIABILITIES		
CURRENT LIABILITIES		
OTHER LIABILITIES		
2118.3610 A/P HUD Interest	0.00	17.52
2119.001 A/P - TX CITY SECTION 8	0.00	1.62
2119.002 A/P - TX CITY LOW RENT	(7,940.75)	9,292.47
2119.009 A/P - HAP & ACCOUNTS PAYABLE	(497.00)	(315.00)
TOTAL OTHER LIABILITIES	(8,437.75)	8,996.61
TOTAL CURRENT LIABILITIES	(8,437.75)	8,996.61
TOTAL LIABILITIES	(8,437.75)	8,996.61
SURPLUS		
LIABILITIES		
SURPLUS		
2826.000 Operating Reserves-Admin	0.00	131,393.10
2828.000 Restrcited HAP Reserves	0.00	39,357.00
2860.000 Current Earnings (Current Year)	(3,828.25)	(49,372.42)
TOTAL SURPLUS	(3,828.25)	121,377.68
TOTAL LIABILITIES	(3,828.25)	121,377.68
TOTAL SURPLUS	(3,828.25)	121,377.68
TOTAL LIABILITIES AND SURPLUS	(12,266.00)	130,374.29
PROOF	0.00	0.00

TX530 Lamarque Section 8 #1019
Operating Statement for the Three Months Ended 12/31/2013
Program: La Marque Section 8 Vouchers Project: Administration

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
INCOME							
PORTABILITY FEES							
3301.000 PORTABILITY FEE - ADMIN	0.00	2,819.39	0.00	8,848.83	0.00	0.00	8,848.83
TOTAL PORTABILITY FEES	0.00	2,819.39	0.00	8,848.83	0.00	0.00	8,848.83
OTHER REVENUE							
3610.000 Interest Income	0.00	10.11	0.00	30.60	0.00	0.00	30.60
3698.000 Fraud Recovery	0.00	275.00	0.00	825.00	0.00	0.00	825.00
TOTAL OTHER REVENUE	0.00	285.11	0.00	855.60	0.00	0.00	855.60
PORT IN REIMBURSEMENTS							
3715.000 PORT IN - HAP	0.00	47,870.00	0.00	154,062.00	0.00	0.00	154,062.00
TOTAL PORT IN REIMBURSEMENTS	0.00	47,870.00	0.00	154,062.00	0.00	0.00	154,062.00
ADMINISTRATIVE FEES							
3926.000 HAP ADMIN INCOME	0.00	2,028.00	0.00	8,170.00	0.00	0.00	8,170.00
TOTAL ADMINISTRATIVE FEES	0.00	2,028.00	0.00	8,170.00	0.00	0.00	8,170.00
TOTAL INCOME	0.00	53,002.50	0.00	171,936.43	0.00	0.00	171,936.43
EXPENSES							
ROUTINE EXPENDITURES							
ADMINISTRATION							
GENERAL ADMINISTRATION							
4110.000 Administrative Salaries	0.00	1,774.02	0.00	5,322.06	0.00	0.00	(5,322.06)
4170.000 Accounting Fees &	0.00	0.00	0.00	539.40	0.00	0.00	(539.40)
4171.000 Audit Fees	0.00	0.00	0.00	6,500.00	0.00	0.00	(6,500.00)
TOTAL GENERAL ADMINISTRATI	0.00	1,774.02	0.00	12,361.46	0.00	0.00	(12,361.46)
SUNDRY ADMINISTRATION							
4190.001 Telephone/Internet	0.00	55.64	0.00	98.61	0.00	0.00	(98.61)
4190.002 Office Supplies	0.00	56.00	0.00	100.86	0.00	0.00	(100.86)
4190.004 Membership Dues and	0.00	199.00	0.00	597.00	0.00	0.00	(597.00)
4190.008 Alarm Monitoring	0.00	3.75	0.00	11.25	0.00	0.00	(11.25)
4190.009 Service Agreements	0.00	15.81	0.00	32.62	0.00	0.00	(32.62)
4190.010 Computer Support	0.00	398.75	0.00	398.75	0.00	0.00	(398.75)
4190.011 Postage	0.00	0.00	0.00	59.75	0.00	0.00	(59.75)
4190.013 Contract (MDA, 50058's,	0.00	207.50	0.00	748.33	0.00	0.00	(748.33)
4190.019 Other Administrative	0.00	4.16	0.00	5.74	0.00	0.00	(5.74)
TOTAL SUNDRY ADMINISTRATIO	0.00	940.61	0.00	2,052.91	0.00	0.00	(2,052.91)
TOTAL ADMINISTRATION	0.00	2,714.63	0.00	14,414.37	0.00	0.00	(14,414.37)
GENERAL EXPENDITURES							
INSURANCE							
4510.003 WORKERS COMP	0.00	22.08	0.00	66.24	0.00	0.00	(66.24)
TOTAL INSURANCE	0.00	22.08	0.00	66.24	0.00	0.00	(66.24)
OTHER GENERAL							
4540.000 Employee Benefit	0.00	1,061.04	0.00	2,063.24	0.00	0.00	(2,063.24)
TOTAL OTHER GENERAL	0.00	1,061.04	0.00	2,063.24	0.00	0.00	(2,063.24)
TOTAL GENERAL EXPENDITURES	0.00	1,083.12	0.00	2,129.48	0.00	0.00	(2,129.48)

TX530 Lamarque Section 8 #1019
Operating Statement for the Three Months Ended 12/31/2013
Program: La Marque Section 8 Vouchers Project: Administration

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
EXPENSES							
ROUTINE EXPENDITURES							
TOTAL ROUTINE EXPENDITURES	0.00	3,797.75	0.00	16,543.85	0.00	0.00	(16,543.85)
NON-ROUTINE EXPENDITURES							
HOUSING ASSISTANCE PAYMENTS							
4715.002 Port In HAP Expense	0.00	47,708.00	0.00	149,415.00	0.00	0.00	(149,415.00)
TOTAL HOUSING ASSISTANCE PAY	0.00	47,708.00	0.00	149,415.00	0.00	0.00	(149,415.00)
TOTAL NON-ROUTINE EXPENDITURE	0.00	47,708.00	0.00	149,415.00	0.00	0.00	(149,415.00)
TOTAL EXPENSES	0.00	51,505.75	0.00	165,958.85	0.00	0.00	(165,958.85)
SURPLUS	0.00	1,496.75	0.00	5,977.58	0.00	0.00	5,977.58

TX530 Lamarque Section 8 #1019
Operating Statement for the Three Months Ended 12/31/2013
Program: La Marque Section 8 Vouchers Project: La Marque -Voucher

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
INCOME							
OTHER REVENUE							
3698.000 Fraud Recovery	0.00	275.00	0.00	825.00	0.00	0.00	825.00
TOTAL OTHER REVENUE	0.00	275.00	0.00	825.00	0.00	0.00	825.00
HAP FEES EARNED							
3927.000 HAP VOUCHER INCOME	0.00	24,527.00	0.00	36,169.00	0.00	0.00	36,169.00
TOTAL HAP FEES EARNED	0.00	24,527.00	0.00	36,169.00	0.00	0.00	36,169.00
TOTAL INCOME	0.00	24,802.00	0.00	36,994.00	0.00	0.00	36,994.00
EXPENSES							
NON-ROUTINE EXPENDITURES							
HOUSING ASSISTANCE PAYMENTS							
4715.001 HAP Expense	0.00	30,127.00	0.00	92,344.00	0.00	0.00	(92,344.00)
TOTAL HOUSING ASSISTANCE PAY	0.00	30,127.00	0.00	92,344.00	0.00	0.00	(92,344.00)
TOTAL NON-ROUTINE EXPENDITURE	0.00	30,127.00	0.00	92,344.00	0.00	0.00	(92,344.00)
TOTAL EXPENSES	0.00	30,127.00	0.00	92,344.00	0.00	0.00	(92,344.00)
SURPLUS	0.00	(5,325.00)	0.00	(55,350.00)	0.00	0.00	(55,350.00)



FINANCIAL STATEMENTS
FOR THE
HOUSING AUTHORITY
OF

LaMarque, TX

FOR THE MONTH ENDED

January 2014

PREPARED BY:

Calena Sanchez

Housing Solutions Alliance

2910 Common St.

Lake Charles, LA 70601

Phone: 337-564-5694

Fax: 337-564-5703

TX530 Lamarque Section 8 #1019
Balance Sheet for January 2014
Program: La Marque Section 8 Vouchers Project: Consolidated

	Period Amount	Balance
ASSETS		
CURRENT ASSETS		
CASH		
1111.001 Cash	19,383.53	135,220.68
TOTAL CASH	<u>19,383.53</u>	<u>135,220.68</u>
ACCOUNTS RECEIVABLE		
1129.003 A/R - ALL PORT-IN HOUSING AUTHORITY	2,710.00	17,247.14
TOTAL ACCOUNTS RECEIVABLE	<u>2,710.00</u>	<u>17,247.14</u>
DEFERRED CHARGES		
1211.000 Pre-Paid Insurance	36.80	36.80
TOTAL DEFERRED CHARGES	<u>36.80</u>	<u>36.80</u>
TOTAL CURRENT ASSETS	<u>22,130.33</u>	<u>152,504.62</u>
TOTAL ASSETS	<u>22,130.33</u>	<u>152,504.62</u>
LIABILITIES AND SURPLUS		
LIABILITIES		
CURRENT LIABILITIES		
OTHER LIABILITIES		
2118.3610 A/P HUD Interest	0.00	17.52
2119.001 A/P - TX CITY SECTION 8	0.00	1.62
2119.002 A/P - TX CITY LOW RENT	3,219.12	12,531.25
2119.009 A/P - HAP & ACCOUNTS PAYABLE	87.00	(228.00)
TOTAL OTHER LIABILITIES	<u>3,306.12</u>	<u>12,322.39</u>
TOTAL CURRENT LIABILITIES	<u>3,306.12</u>	<u>12,322.39</u>
TOTAL LIABILITIES	<u>3,306.12</u>	<u>12,322.39</u>
SURPLUS		
LIABILITIES		
SURPLUS		
2826.000 Operating Reserves-Admin	0.00	131,393.10
2828.000 Restrcted HAP Reserves	0.00	39,357.00
2860.000 Current Earnings (Current Year)	18,824.21	(30,567.87)
TOTAL SURPLUS	<u>18,824.21</u>	<u>140,182.23</u>
TOTAL LIABILITIES	<u>18,824.21</u>	<u>140,182.23</u>
TOTAL SURPLUS	<u>18,824.21</u>	<u>140,182.23</u>
TOTAL LIABILITIES AND SURPLUS	<u>22,130.33</u>	<u>152,504.62</u>
PROOF	<u>0.00</u>	<u>0.00</u>

TX530 Lamarque Section 8 #1019
Operating Statement for the Four Months Ended 01/31/2014
Program: La Marque Section 8 Vouchers Project: Administration

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
INCOME							
PORTABILITY FEES							
3301.000 PORTABILITY FEE - ADMIN	0.00	2,848.85	0.00	11,697.68	0.00	0.00	11,697.68
TOTAL PORTABILITY FEES	0.00	2,848.85	0.00	11,697.68	0.00	0.00	11,697.68
OTHER REVENUE							
3610.000 Interest Income	0.00	11.68	0.00	42.28	0.00	0.00	42.28
3698.000 Fraud Recovery	0.00	275.00	0.00	1,100.00	0.00	0.00	1,100.00
TOTAL OTHER REVENUE	0.00	286.68	0.00	1,142.28	0.00	0.00	1,142.28
PORT IN REIMBURSEMENTS							
3715.000 PORT IN - HAP	0.00	48,264.00	0.00	202,326.00	0.00	0.00	202,326.00
TOTAL PORT IN REIMBURSEMENTS	0.00	48,264.00	0.00	202,326.00	0.00	0.00	202,326.00
ADMINISTRATIVE FEES							
3926.000 HAP ADMIN INCOME	0.00	2,974.00	0.00	11,144.00	0.00	0.00	11,144.00
TOTAL ADMINISTRATIVE FEES	0.00	2,974.00	0.00	11,144.00	0.00	0.00	11,144.00
TOTAL INCOME	0.00	54,373.53	0.00	226,309.96	0.00	0.00	226,309.96
EXPENSES							
ROUTINE EXPENDITURES							
ADMINISTRATION							
GENERAL ADMINISTRATION							
4110.000 Administrative Salaries	0.00	1,923.95	0.00	7,246.01	0.00	0.00	(7,246.01)
4170.000 Accounting Fees &	0.00	0.00	0.00	539.40	0.00	0.00	(539.40)
4171.000 Audit Fees	0.00	0.00	0.00	6,500.00	0.00	0.00	(6,500.00)
TOTAL GENERAL ADMINISTRATI	0.00	1,923.95	0.00	14,285.41	0.00	0.00	(14,285.41)
SUNDRY ADMINISTRATION							
4190.001 Telephone/Internet	0.00	27.35	0.00	145.62	0.00	0.00	(145.62)
4190.002 Office Supplies	0.00	44.54	0.00	145.40	0.00	0.00	(145.40)
4190.004 Membership Dues and	0.00	199.00	0.00	796.00	0.00	0.00	(796.00)
4190.008 Alarm Monitoring	0.00	3.75	0.00	15.00	0.00	0.00	(15.00)
4190.009 Service Agreements	0.00	14.85	0.00	47.47	0.00	0.00	(47.47)
4190.010 Computer Support	0.00	0.00	0.00	398.75	0.00	0.00	(398.75)
4190.011 Postage	0.00	54.53	0.00	114.28	0.00	0.00	(114.28)
4190.013 Contract (MDA, 50058's,	0.00	457.50	0.00	1,205.83	0.00	0.00	(1,205.83)
4190.019 Other Administrative	0.00	2.08	0.00	7.82	0.00	0.00	(7.82)
TOTAL SUNDRY ADMINISTRATIO	0.00	803.60	0.00	2,876.17	0.00	0.00	(2,876.17)
TOTAL ADMINISTRATION	0.00	2,727.55	0.00	17,161.58	0.00	0.00	(17,161.58)
GENERAL EXPENDITURES							
INSURANCE							
4510.003 WORKERS COMP	0.00	18.40	0.00	84.64	0.00	0.00	(84.64)
TOTAL INSURANCE	0.00	18.40	0.00	84.64	0.00	0.00	(84.64)
OTHER GENERAL							
4540.000 Employee Benefit	0.00	1,085.37	0.00	3,148.61	0.00	0.00	(3,148.61)
TOTAL OTHER GENERAL	0.00	1,085.37	0.00	3,148.61	0.00	0.00	(3,148.61)
TOTAL GENERAL EXPENDITURES	0.00	1,103.77	0.00	3,233.25	0.00	0.00	(3,233.25)

TX530 Lamarque Section 8 #1019
Operating Statement for the Four Months Ended 01/31/2014
Program: La Marque Section 8 Vouchers Project: Administration

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
EXPENSES							
ROUTINE EXPENDITURES							
TOTAL ROUTINE EXPENDITURES	0.00	3,831.32	0.00	20,394.83	0.00	0.00	(20,394.83)
NON-ROUTINE EXPENDITURES							
HOUSING ASSISTANCE PAYMENTS							
4715.002 Port In HAP Expense	0.00	48,436.00	0.00	197,851.00	0.00	0.00	(197,851.00)
TOTAL HOUSING ASSISTANCE PAY	0.00	48,436.00	0.00	197,851.00	0.00	0.00	(197,851.00)
TOTAL NON-ROUTINE EXPENDITURE	0.00	48,436.00	0.00	197,851.00	0.00	0.00	(197,851.00)
TOTAL EXPENSES	0.00	52,267.32	0.00	218,245.83	0.00	0.00	(218,245.83)
SURPLUS	0.00	2,106.21	0.00	8,064.13	0.00	0.00	8,064.13

TX530 Lamarque Section 8 #1019
Operating Statement for the Four Months Ended 01/31/2014
Program: La Marque Section 8 Vouchers Project: La Marque -Voucher

	Period PUM	Period Amount	YTD PUM	YTD Amount	Budget PUM	Budget Amount	Variance
INCOME							
OTHER REVENUE							
3698.000 Fraud Recovery	0.00	275.00	0.00	1,100.00	0.00	0.00	1,100.00
TOTAL OTHER REVENUE	0.00	275.00	0.00	1,100.00	0.00	0.00	1,100.00
HAP FEES EARNED							
3927.000 HAP VOUCHER INCOME	0.00	46,489.00	0.00	82,658.00	0.00	0.00	82,658.00
TOTAL HAP FEES EARNED	0.00	46,489.00	0.00	82,658.00	0.00	0.00	82,658.00
TOTAL INCOME	0.00	46,764.00	0.00	83,758.00	0.00	0.00	83,758.00
EXPENSES							
NON-ROUTINE EXPENDITURES							
HOUSING ASSISTANCE PAYMENTS							
4715.001 HAP Expense	0.00	30,046.00	0.00	122,390.00	0.00	0.00	(122,390.00)
TOTAL HOUSING ASSISTANCE PAY	0.00	30,046.00	0.00	122,390.00	0.00	0.00	(122,390.00)
TOTAL NON-ROUTINE EXPENDITURE	0.00	30,046.00	0.00	122,390.00	0.00	0.00	(122,390.00)
TOTAL EXPENSES	0.00	30,046.00	0.00	122,390.00	0.00	0.00	(122,390.00)
SURPLUS	0.00	16,718.00	0.00	(38,632.00)	0.00	0.00	(38,632.00)

Fund Number - 1 GENERAL FUND		Department Number - 2 FINANCE/ACCOUNTING/TAX		Program Number - FINANCE/ACCOUNTING/TAX			
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount
20013	TRACY TURNER	02/07/14	61560	12.75		N	369.09
Total for Employee				12.75			369.09
Total for Program - FINANCE/ACCOUNTING/TAX				12.75			369.09
Total for Department - 2 FINANCE/ACCOUNTING/TAX				12.75			369.09
40115	JANET VAN STAVERN	02/07/14	61569	2.00		N	66.08
40115	JANET VAN STAVERN	02/21/14	61679	.50		N	16.52
Total for Employee				2.50			82.60
Total for Program - JUDICIAL				2.50			82.60
Total for Department - 4 JUDICIAL				2.50			82.60
50163	ANDREW BEST	02/07/14	61591	3.50		N	119.52
Total for Employee				3.50			119.52
50189	JAMES BUNKER	02/07/14	61607	8.00		N	160.45
Total for Employee				8.00			160.45
50148	TINA CRAWFORD	02/07/14	61584	8.00		N	192.54
Total for Employee				8.00			192.54
50182	JUSTIN DAY	02/07/14	61600	8.00		N	241.02
Total for Employee				8.00			241.02
50183	RICHARD DRICKS	02/21/14	61711	6.50		N	196.15
Total for Employee				6.50			196.15
50160	FORREST GANDY	02/21/14	61699	8.00		Y	320.64
Total for Employee				8.00			320.64
50139	RICHARD GARCIA	02/07/14	61581	8.00		N	342.31
Total for Employee				8.00			342.31
50180	DAVID HUNTER	02/07/14	61598	4.00		N	122.49
Total for Employee				4.00			122.49
50048	MICHAEL KELEMEN	02/07/14	61576	4.75		N	179.18
50048	MICHAEL KELEMEN	02/21/14	61686	7.00		N	267.98
Total for Employee				11.75			447.16

Fund Number - 1		GENERAL FUND		Department Number - 5		POLICE		Program Number -		POLICE	
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account	Compressed		
50174	CONAN KING	02/07/14	61596	2.00		N	71.48				
50174	CONAN KING	02/21/14	61706	8.00		N	284.24				
Total for Employee				10.00			355.72				
50171	MELISSA LOCKHART	02/21/14	61705	.50		N	10.96				
Total for Employee				.50			10.96				
50133	DOMINGO MONTANEZ	02/07/14	61579	8.00		N	329.23				
Total for Employee				8.00			329.23				
50154	TIAWANNA PORTER	02/07/14	61587	8.00		N	181.67				
Total for Employee				8.00			181.67				
50134	GEOFFREY PRICE	02/21/14	61690	4.00		N	150.71				
Total for Employee				4.00			150.71				
50161	GILBERTO RODRIGUEZ	02/21/14	61700	3.50		N	143.84				
Total for Employee				3.50			143.84				
50165	SHELBY SAMUELSON	02/07/14	61592	8.00		N	279.56				
50165	SHELBY SAMUELSON	02/21/14	61702	2.00		N	69.89				
Total for Employee				10.00			349.45				
Total for Program - POLICE				109.75			3,663.86				
Total for Department - 5 POLICE				109.75			3,663.86				
60075	CURTIS BARBER	02/07/14	61610	5.00		N	164.75				
Total for Employee				5.00			164.75				
60092	MICHAEL BILLIOTT	02/07/14	61616	24.00		N	639.25				
60092	MICHAEL BILLIOTT	02/21/14	61725	24.00		N	639.25				
Total for Employee				48.00			1,278.50				
60069	ALFRED DECKER	02/13/14	61666	10.00		N	391.88				
Total for Employee				10.00			391.88				
60077	JOSE GONZALEZ	02/07/14	61611	31.50		N	1,225.05				
60077	JOSE GONZALEZ	02/21/14	61720	48.00		N	1,866.74				
Total for Employee				79.50			3,091.79				
60115	ZACHERY HON	02/07/14	61623	7.50		N	155.07				
60115	ZACHERY HON	02/21/14	61732	7.00		N	144.73				
Total for Employee				14.50			299.80				

Fund Number - 1 GENERAL FUND		Department Number - 6 FIRE		Program Number - FIRE			
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount
60083	ERIK HOPKINS	02/07/14	61612	7.50		N	220.53
Total for Employee				7.50			220.53
160017	PEDRO ZARAZUA	02/07/14	61625	6.00		N	156.55
Total for Employee				6.00			156.55
Total for Program - FIRE				170.50			5,603.80
Total for Department - 6 FIRE				170.50			5,603.80
90114	ANTONIO HUEY	02/07/14	61632	3.50		N	51.24
Total for Employee				3.50			51.24
90115	TYLER STOKER	02/07/14	61633	1.00		N	14.64
90115	TYLER STOKER	02/21/14	61742	2.00		N	29.28
Total for Employee				3.00			43.92
Total for Program - PARKS				6.50			95.16
Total for Department - 9 PARKS				6.50			95.16
100015	BRANDON CAMERON	02/07/14	61634	2.00		N	38.48
100015	BRANDON CAMERON	02/21/14	61743	2.00		N	38.48
Total for Employee				4.00			76.96
240122	EUSTACIO GONZALES	02/07/14	61635	3.00		N	71.89
240122	EUSTACIO GONZALES	02/21/14	61744	2.50		N	59.91
Total for Employee				5.50			131.80
Total for Program - SHOP/SERVICE FACILITY				9.50			208.76
Total for Department - 10 SHOP/SERVICE FACILITY				9.50			208.76
120134	DENNIS HENDERSON	02/21/14	61750	6.00		N	116.54
Total for Employee				6.00			116.54
120120	JOSEPH MOSE	02/07/14	61640	5.00		N	104.67
Total for Employee				5.00			104.67
220049	MURPHY SMITH	02/07/14	61644	6.00		N	157.10
220049	MURPHY SMITH	02/21/14	61753	14.00		N	366.58

Fund Number -	1	GENERAL FUND	Department Number -	12	STREET	Program Number -	STREET	
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Employee				20.00			523.68	
120146	LEONARD TOTTEHAM	02/07/14	61643	3.00		N	46.22	
Total for Employee				3.00			46.22	
Total for Program - STREET				34.00			791.11	
Total for Department - 12 STREET				34.00			791.11	
Total for Fund - 1 GENERAL FUND				345.50			10,814.38	
210128	EARNEST JENKINS	02/07/14	61646	5.00		N	88.12	
210128	EARNEST JENKINS	02/21/14	61755	4.00		N	70.49	
Total for Employee				9.00			158.61	
210133	KEEYA MCAPEE	02/21/14	61757	.50		N	10.38	
Total for Employee				.50			10.38	
Total for Program - UTILITY ACCOUNTING				9.50			168.99	
Total for Department - 21 UTILITY ACCOUNTING				9.50			168.99	
220127	THOMAS BOX	02/07/14	61657	8.50		N	130.94	
220127	THOMAS BOX	02/21/14	61766	8.00		N	123.24	
Total for Employee				16.50			254.18	
220125	ROBERT DAVIS	02/07/14	61655	2.50		N	38.51	
220125	ROBERT DAVIS	02/21/14	61764	13.00		N	200.27	
Total for Employee				15.50			238.78	
220102	RODNEY GAMBLE	02/07/14	61653	5.50		N	115.97	
220102	RODNEY GAMBLE	02/21/14	61762	.50		N	10.54	
Total for Employee				6.00			126.51	
220118	MICHAEL JORDAN	02/07/14	61654	5.50		N	111.09	
220118	MICHAEL JORDAN	02/21/14	61763	12.50		N	252.49	
Total for Employee				18.00			363.58	
120151	MARSHALL KNIGHT	02/07/14	61652	24.50		N	377.42	
120151	MARSHALL KNIGHT	02/21/14	61761	1.00		N	15.41	
Total for Employee				25.50			392.83	
Total for Program - UTILITY LINE MAINTENANCE				81.50			1,375.88	

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Fund Number - 1 GENERAL FUND		Department Number - 5 POLICE		Program Number - POLICE			
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount
50163	ANDREW BEST	02/07/14	61591	4.00		N	136.60
Total for Employee				4.00			136.60
50189	JAMES BUNKER	02/07/14	61607	4.00		N	80.23
Total for Employee				4.00			80.23
50151	KENNETH CAGNON	02/07/14	61585	4.00		N	172.75
Total for Employee				4.00			172.75
50017	MARCUS CRAVENS	02/21/14	61682	4.00		N	192.17
Total for Employee				4.00			192.17
50148	TINA CRAWFORD	02/07/14	61584	4.00		N	96.27
Total for Employee				4.00			96.27
50182	JUSTIN DAY	02/07/14	61600	4.00		N	120.51
Total for Employee				4.00			120.51
50183	RICHARD DRICKS	02/07/14	61601	.25		N	7.52
50183	RICHARD DRICKS	02/21/14	61711	2.00		N	60.35
Total for Employee				2.25			67.87
50160	FORREST GANDY	02/21/14	61699	8.00		N	325.02
Total for Employee				8.00			325.02
50139	RICHARD GARCIA	02/07/14	61581	4.00		N	171.16
Total for Employee				4.00			171.16
50185	KIMBERLEY GOMEZ	02/07/14	61603	1.00		N	27.71
50185	KIMBERLEY GOMEZ	02/21/14	61713	8.75		N	242.76
Total for Employee				9.75			270.47
50184	JULEA HAWTHORNE	02/21/14	61712	4.00		N	113.00
Total for Employee				4.00			113.00
50187	JOSHUA HUMAN	02/07/14	61605	4.00		N	112.33
Total for Employee				4.00			112.33
50180	DAVID HUNTER	02/21/14	61708	.75		N	22.95
Total for Employee				.75			22.95
50048	MICHAEL KELEMEN	02/07/14	61576	2.25		N	84.87
50048	MICHAEL KELEMEN	02/21/14	61686	.50		N	19.14
Total for Employee				2.75			104.01
50174	CONAN KING	02/21/14	61706	12.00		N	426.37
Total for Employee				12.00			426.37

Fund Number - 1 GENERAL FUND		Department Number - 5 POLICE		Program Number - POLICE				
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50133	DOMINGO MONTANEZ	02/07/14	61579	4.00		N	164.62	
Total for Employee				4.00			164.62	
50188	DANIEL O'CONNOR	02/07/14	61606	4.00		N	114.53	
Total for Employee				4.00			114.53	
50154	TIWANNA PORTER	02/07/14	61587	3.00		N	68.13	
Total for Employee				3.00			68.13	
50134	GEOFFREY PRICE	02/07/14	61580	5.50		N	207.23	
50134	GEOFFREY PRICE	02/21/14	61690	3.00		N	113.04	
Total for Employee				8.50			320.27	
50161	GILBERTO RODRIGUEZ	02/07/14	61590	4.00		N	165.89	
50161	GILBERTO RODRIGUEZ	02/21/14	61700	3.00		N	123.30	
Total for Employee				7.00			289.19	
50153	TERESA SCOTT	02/07/14	61586	4.00		N	88.16	
Total for Employee				4.00			88.16	
50186	EVELYN VALENCIA	02/07/14	61604	1.00		N	28.70	
50186	EVELYN VALENCIA	02/21/14	61714	2.50		N	71.71	
Total for Employee				3.50			100.41	
50145	HARVEY WALTON	02/07/14	61583	4.00		N	139.48	
Total for Employee				4.00			139.48	
50181	JUSTIN WILLIAMS	02/07/14	61599	4.00		N	81.80	
Total for Employee				4.00			81.80	
Total for Program - POLICE				113.50			3,778.30	
Total for Department - 5 POLICE				113.50			3,778.30	
Total for Fund - 1 GENERAL FUND				113.50			3,778.30	
Total for Pay Type - EO Eve Overtime				113.50			3,778.30	
Grand Totals -				113.50			3,778.30	

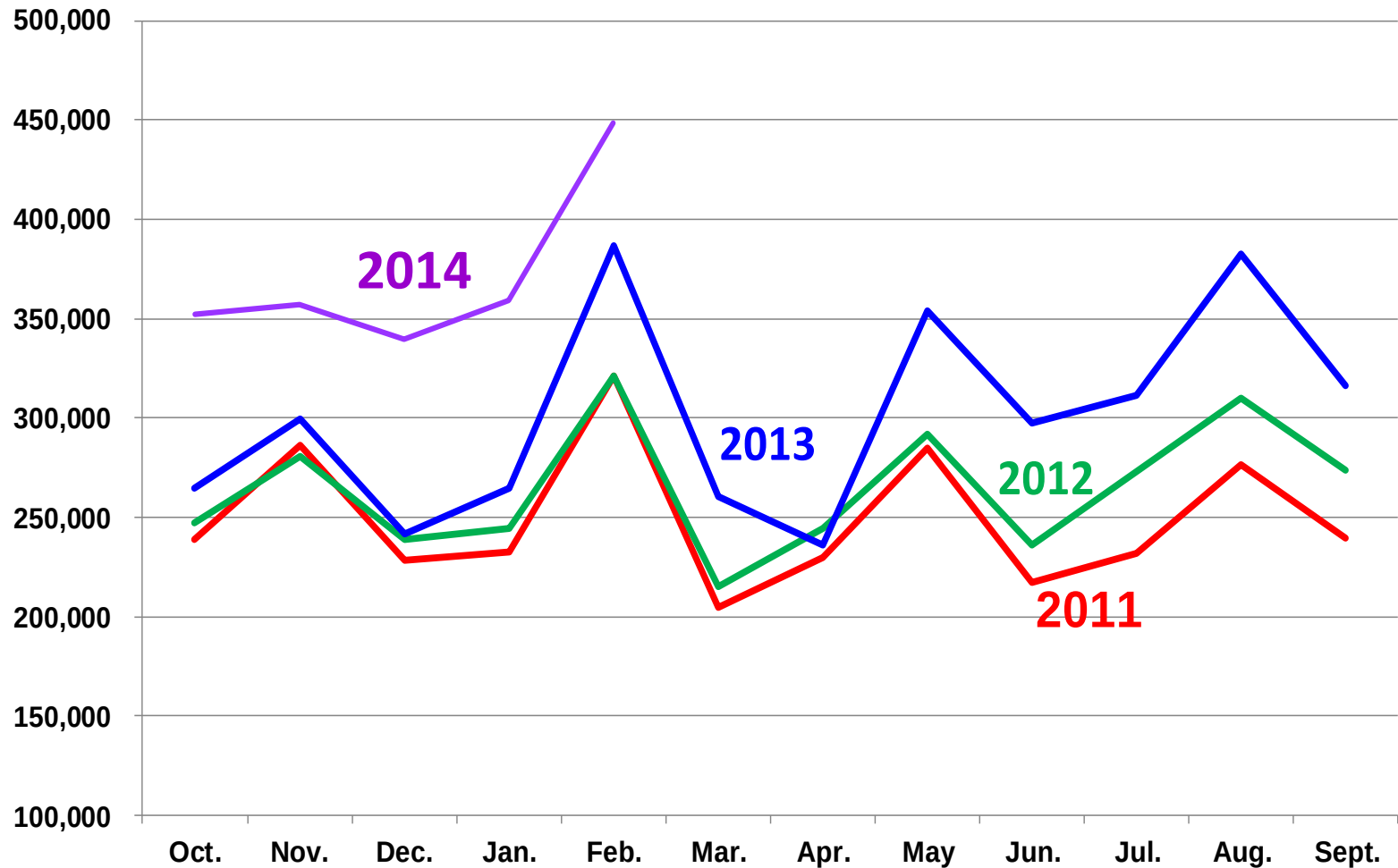
Fund Number - 1 GENERAL FUND		Department Number - 5 POLICE		Program Number - POLICE			
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount
50163	ANDREW BEST	02/07/14	61591	10.00		N	341.49
50163	ANDREW BEST	02/21/14	61701	4.00		N	142.82
Total for Employee				14.00			484.31
50151	KENNETH CAGNON	02/07/14	61585	8.00		N	345.50
Total for Employee				8.00			345.50
50183	RICHARD DRICKS	02/07/14	61601	2.25		N	67.69
Total for Employee				2.25			67.69
50187	JOSHUA HUMAN	02/07/14	61605	8.00		N	224.65
50187	JOSHUA HUMAN	02/21/14	61715	4.00		N	113.00
Total for Employee				12.00			337.65
50048	MICHAEL KELEMEN	02/07/14	61576	6.00		N	226.33
50048	MICHAEL KELEMEN	02/21/14	61686	4.00		N	153.13
Total for Employee				10.00			379.46
50174	CONAN KING	02/07/14	61596	14.00		N	500.33
50174	CONAN KING	02/21/14	61706	1.00		N	35.53
Total for Employee				15.00			535.86
50188	DANIEL O'CONNOR	02/07/14	61606	12.00		N	343.58
50188	DANIEL O'CONNOR	02/21/14	61716	4.00		N	114.91
Total for Employee				16.00			458.49
50134	GEOFFREY PRICE	02/07/14	61580	5.00		N	188.39
50134	GEOFFREY PRICE	02/21/14	61690	2.50		N	94.20
Total for Employee				7.50			282.59
50161	GILBERTO RODRIGUEZ	02/07/14	61590	8.00		N	331.79
Total for Employee				8.00			331.79
50145	HARVEY WALTON	02/07/14	61583	8.00		N	278.96
Total for Employee				8.00			278.96
50181	JUSTIN WILLIAMS	02/07/14	61599	8.00		N	163.61
50181	JUSTIN WILLIAMS	02/21/14	61709	4.00		N	82.25
Total for Employee				12.00			245.86
Total for Program - POLICE				112.75			3,748.16
Total for Department - 5 POLICE				112.75			3,748.16
Total for Fund - 1 GENERAL FUND				112.75			3,748.16

Fund Number - 1		GENERAL FUND		Department Number - 5		POLICE		Program Number -		POLICE	
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account	Compressed		
Total for Pay Type -		MO	Mid Overtime	112.75			3,748.16				
Grand Totals -				112.75			3,748.16				
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FINANCIALS



SALES TAX REVENUES





SALES TAX COLLECTIONS

	2010-11	2011-12	2012-13	2013-14	Variance	% Change
Oct	238,836	247,018	264,325	352,526	88,201	33
Nov	286,412	280,625	299,200	357,165	57,965	19
Dec	228,561	238,840	241,257	339,503	98,246	41
Jan	232,702	244,275	264,532	359,397	94,865	36
Feb	321,233	321,436	386,596	448,418	61,823	16
Mar	204,792	215,094	260,134			
Apr	229,431	244,156	236,103			
May	285,038	291,936	353,815			
Jun	217,151	236,275	297,696			
Jul	231,824	273,123	311,276			
Aug	276,519	310,298	382,332			
Sept	<u>239,272</u>	<u>273,489</u>	<u>316,585</u>			
Total	<u>\$ 2,991,771</u>	<u>\$ 3,176,565</u>	<u>\$ 3,613,851</u>	<u>\$1,857,009</u>	<u>\$ 401,099</u>	<u>28</u>