



1111 Bayou
La Marque, Texas 77568
409.938.9202

OFFICIALLY POSTED ON THE
WEB:
DATE:09192013 TIME:9:10PM

AGENDA

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting and Public Hearing on Monday, September 23, 2013 at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

**Ordinance No. O-2013-0016
Resolution No. R-2013-0017**

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

(4) MINUTES

- a. Special Meeting and Budget Workshop held on August 7, 2013
- b. Special Meeting and Budget Workshop held on August 19, 2013
- cd. Special Meeting and Budget Workshop held on August 26, 2013

(5) PRESENTATION

- a. Presentation – La Marque Lions Club
- b. Business Appreciation (Keep Your Light Shining) – District A – Keith Bell
 - 1) Texas First Bank – since 1993 (9 employees)
Business Appreciation (Keep Your Light Shining) – District B – James Osteen
 - 1) A & A Machine Fabricators – since 1957 (9 employees)
Business Appreciation (Keep Your Light Shining) – District D - Clent Brown
 - 1) Crescent Electric – since 1946 (70 employees)
 - 2) Paragon Fabricators – since 1975 (20 employees)
 - 3) Mickeys Marine – since 1984 (6 employees)
 - 4) Coastal Direct – since 2010 (7 employees)
 - 5) Quality Automotive – since 1986 (3 employees)

(6) 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.



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(7) PUBLIC HEARING

a. Conduct Public Hearing to receive public input regarding Ordinance No. **O-2013-0013**, an ordinance amending the Code of Ordinances, Chapter 62, Traffic and Motor Vehicles, Article II, Operation of Vehicles Generally, Sec. 62-21, Stop Intersections, providing for the installation of additional stop signs at Fannin Street and Houston Drive West, making it a four-way stop intersection.

(8) OLD BUSINESS

a. Discussion/possible action regarding Ordinance No. **O-2013-0011**, an ordinance adopting the FY 2013-2014 Annual Budget. **This is the second and final reading.**

b. Discussion/possible action regarding Ordinance No. **O-2013-0012**, an ordinance levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2013-2014 Fiscal Tax Year; providing for appropriating each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. **This is the second and final reading.**

(c) Discussion/possible action regarding Ordinance No. **O-2013-0013**, an ordinance amending the Code of Ordinances, Chapter 62, Traffic and Motor Vehicles, Article II, Operation of Vehicles Generally, Sec. 62-21, Stop Intersections, providing for the installation of additional stop signs at Fannin Street an Houston Drive West, making it a four-way stop intersection. **This is the second and final reading.**

(9) NEW BUSINESS

a. Discussion/possible action regarding a proposed final plat including utility layouts and revised general plan for Painted Meadows Section 3 – Building Official Ana Tims

b. Discussion/possible action regarding Resolution No. **R-2013-0012** to officially document the change and future usage of library funds collected for fee-based services, authorization of certain persons to spend funds authorizing the City of La Marque to take legal ownership of all equipment and/or other items donated to the library from the Friends of the La Marque Public Library.

c. Discussion/possible action regarding Resolution No. **R-2013-0013**, designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for Year 2014 – City Manager

d. Discussion/possible action regarding Resolution No. **R-2013-0014** nominating member (s) to appear on the ballot of the Board of Directors of the Galveston Central Appraisal District for two year terms, beginning January 1, 2014 through December 31, 2015 – City Manager

e. Discussion/possible action regarding a proposed Ordinance, Ordinance No. **O-2013-0014** of the City Council of the City of La Marque, Texas amending the Code of Ordinances, Appendix “A”, increasing fees associated with abandoning or taking other actions concerning streets, alleys, and public ways – Building Official Ana Tims **This is the first reading.**



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- f. Discussion/possible action regarding required elements to be included in the Interlocal Animal Services Agreement with Galveston County – Councilmember Osteen
- g. Discussion/possible action to approve Cobb Fendley & Associates, Inc. to perform the engineering design services for Force-main Replacement at Hwy 3 @ Cedar Drive in the amount of \$28,500.00 – Public Works Director Mike Morgan
- h. Discussion/possible action authorizing the Mayor to sign a Contract with Science Applications International Corporation (SAIC), to monitor and manage debris removal data, in the aftermath of a natural or manmade disaster to stay in compliance with FEMA guidelines.
- i. Discussion/possible action regarding Resolution No. **R-2013-0015**, amending the 2013 City of La Marque investment policy for investment of municipal funds; providing for an effective date, and setting forth other related matters. – Finance Director Suzy Kou
- j. Discussion/possible action regarding Resolution No. **R-2013-0016**, amending City Purchasing Policy to be in compliance with current laws. – Finance Director Suzy Kou
- k. Discussion/possible action regarding Resolution No. **R-2013-0017**, authorizing certain officers of the City to sign and endorse checks and drafts of the City of La Marque bank accounts. – Finance Director Suzy Kou
- l. Discussion/possible action regarding Ordinance No. **O-2013-0015**, amending appendix A, schedule of fees and charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges. **This is the first reading.**
- m. Discussion/possible action regarding Ordinance No. **O-2013-0016** to amend FY Budget 2012-2013 by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to individual budget accounts in certain funds – Finance Director Suzy Kou **This is the first reading**

(10) EXECUTIVE SESSION

- a. Council may adjourn into Executive Session in accordance with the Texas Government Code Section 551.071, – Consultation with Attorney regarding legal issues concerning collective bargaining contracts for the Police and Fire Departments
- b. Consideration/possible action on items discussed in Executive Session

(11) CITY MANAGER REPORT – No Council Action Necessary

- Development Services
- Judicial
- Police

- Emergency Management
- Fire Department
- Public Works



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(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:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas before 8:30 p.m. on this the 19th day of September, 2013.

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
August 7, 2013**

Minutes of the City Council Special Meeting and Budget Workshop of the City of La Marque, Texas that was conducted on Wednesday, August 7, 2013 at 1:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

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

(2) ROLL CALL

Mayor Hocking

Mayor Pro-Tem Bell

Councilmember Brown

Councilmember Trube

Councilmember Osteen

City Manager Buttler

City Clerk Eldridge

(3) MAYOR PRO-TEM BELL LED THE INVOCATION AND THE PLEDGE OF ALLEGIANCE.

(4) NEW BUSINESS

a) Discuss and set dates and times for two Public Hearings on Tax Rate (August 12, 2013 and August 26, 2013).

Finance Director Suzy Kou explained the reason that the City would have to conduct two public hearings for the tax rate, which is, if the proposed tax rate exceeds the lower of the effective tax rate or lower than the rollback rate. At this time, we are only proposing the tax rate; the adoption of a tax rate will be taking place in September.

Motion was made by Councilmember Trube to propose the same tax rate of .51436. Motion was seconded by Councilmember Osteen. Motion carried unanimously.

Ayes: Councilmembers Trube, Osteen, Brown, Bell and Mayor Hocking

Nays: None

b) Discuss and Review Proposed Budget for Fiscal Year 2013-2014 with departments.

TAXES:

Ms. Kou began the discussion with property and sales taxes, the two major revenue sources. She explained that the City records sales tax under GAAP (Generally Accepted Accounting



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Principles) for instance, the month of October collections reflect August activities, and November collections reflect September activities.

REVENUES: EXPENDITURES: The following items were questioned and discussed:

- COLAGY Fees- (Collection Agency Fees)- Municipal Court- Contract with Lineberger for collection of delinquent court fines
- Building Permits-based on current and previous year only; but will be monitored and tracked throughout the year for trends and whether we are on/off track
- Coin-operating Machine Licenses- due to refunds and misinterpretation of ordinance, staying conservative
- Demolition Revenue decrease-(demolishing permits are \$25.00) Most homeowners are actually demolishing their own homes and paying this fee to do so. Finance will look into this figure.
- Transfer- (Court Security Fund) paying part of City Marshalls salary
- Fingerprint fees- unpredictable to budget- staying very conservative
- Late- charge payments- Segregation of Sanitation Revenues
- Municipal Court fines- anticipating bringing in the new person around January for traffic enforcement; filling spots of vacant officer positions come first. Not all collected is revenue, some cases are dismissed/defensive driving is granted. Make sure perception is reality
- Notary Fees Collection- not a large enough revenue stream, but still may want to offer as a service provided by the City

MUNICIPAL COURT:

- Professional fees-over budget- temp person was hired for warrant round-up; will come out of Extra Help line item in future
- Some expenses were taken out of Technology Fund, should have been taken out of Professional Fees
- Bottom line revenue differences-Consolidation of Utilities Communications Account into Fund 99
- Payroll-shows increase due to understaffing; overtime went up for past two years warrant roundup but now shows reduction/ reducing participating officers
- Asking for another Deputy Court Clerk; and online software for fine settlement – Kiosk- due to heavy workload- either/or (kiosk benefit for citizens) still need another person
Need to research of how many customers the kiosk will serve
- Lineberger- Do they bring in enough revenue to cover the cost of another employee for this department?
- Court Technology Fund - should be used for new software, new equipment; items cancelled each other out with transfers
- Court Security Fund – totals need to be included in the worksheets (STW) according to what was concluded by audit



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- Child Safety Fund – Is there a plan in place? (Police Dept.) (Get with City Attorney as to what can be used for the fund) Home Program Fund (inactive) but will reconcile with auditors (Section 8)
- Fund 22- PID -new fund (Painted- Meadows- proposed Phase III) - Will be researching on this item, lacking history it is hard to predict
- Fund 86- Landscaping Fund- no activities
- No activities accounts – about \$50,000- researching
- Home Grant Fund- use for demolishing homes also being researched
- Fund 43- not listed (GCWA Bond Issue)- will be reconciling with auditors
- These funds need to be cleaned up

CITY CLERK:

- Professional fees- Include Attorney fees, all contractors are paid out of Professional fees (1) out of HR and (1) out of Records Management (City Clerk).
- Previous City Clerk had HR, and was Assistant City Manager, where is the salary for that position- in the system but not on the printout. Will contact STW. Asked for a printed detail.
- Records Management line/unanticipated Special Legal Consultation- Special Counsel for Charter Related or Elections related

Mayor recessed the budget workshop at 3:15 p.m.

Mayor reconvened the budget workshop at 3:19 p.m.

LIBRARY

- After reducing number of hours of operation last year, is this working or do we need expand hours in next year's budget? They would need to increase staff if hours are increased.
- Longevity over-budget due to back-pay paid out for an ex-employee
- Transfer was done in July to cover the costs for air-conditioning repair in line item 4030
- 7010 library materials- incorrect entry
- Grants discussed (Lone Star and possibly others)
- 4071 has been itemized and moved funds around to fit the correct line items/wants more notes in the future as to what kind of clean-up of funds has taken place and why
- Friends of the Library- non-profit group; separation of funds from Library was discussed in detail; the Friends supply the equipment once funds are raised; tracking of funds;
- Any money made from the usage of the machines, once donated, the machine or equipment stays the City's property; revenue stream needed; in-kind line isn't included in the Library budget at this time; no record of amount received from the Friends; question of money received whether it comes back to the Library or into a general fund; attorney gave an opinion last year, will get back with him to advise; donations come in different forms, not all is money.

CITY COUNCIL:



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- Increase in each Councilmember up to \$2000.00 for each for Training & Travel and \$250.00 for each Council person for Council expenses/miscellaneous (shirts, placards, etc.)
- Mayor not using Council expenditures, but will use EDC funds for any classes related to EDC subjects
- Leave \$1,500.00 in subscriptions and other
- Guidry News (electronic) or Galveston News our newspaper of record? (out of CM fund)- Modify

CITY MANAGER/HUMAN RESOURCES:

- TML - CM will not be attending this year, but would like to attend the City Manager Seminar (Galveston) has skipped the last two years.
- Discussed bringing back the student/Council meeting portion of the Youth/Government Day)
- Consolidation of Human Resources with the City Manager office at this time
- Will be correcting the chart of accounts (City Council still shows a part of Administration)
- EDC Director- none of those expenditures were being taken out of EDC it was out of CM budget then transferred into the EDC account- this will be corrected (should be \$6,000 in automobile expenditures for CM)
- Recruitment line item (\$8,700.00)-for medical testing (new employees), background checks, and drug testing should be (\$1,500.00)
- Discussion followed whether to hire a full-time HR Director (this position needs to be certified). (Tracy and Patty have been splitting the job functions). Discussion followed to have these two persons to be re-numerated for their extra job duties later into the year.
- Is money in the budget for a HR Director position/adjustments would have to be made
- Clarification- Council was discussing 'positions' not individual 'persons'
- The need for positions in other departments were also mentioned
- Flags were discussed

Mayor recessed the budget workshop at 5:09 p.m.

Mayor reconvened the budget workshop at 6:10 p.m.

IT

- Extra help line item- intern from College of the Mainland- to perform updates on computers, and help with routine tasks
- Present employee in IT has taken on overall maintenance at City Hall, in need of a full-time maintenance person to take care of other city facilities also.
- To hire a part-time person, or a person through a vocational program at the College was discussed
- Community service persons to help?



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- PEG- Public information in Government (Television, video recordings of Council meeting – broadcastings) electronic marquee (s) were discussed through donations and some revenue usage
- Gather additional information and get back with Council on marquee (s) (vendors)

Development Services

- Additional training for two current employees in this department was discussed (certification) increasing the part-time to full-time position
- City Marshall also helping with code enforcement at this time, using her vehicle
- Discussed 1 person for Boards & Commissions; 2 employees for code enforcement; 1 Building Official and 1 Planner
- Cody Blair is volunteering as an intern for a few months, working on projects
- Discussed Clean City Commission helping with demolition costs
- CCC receives donations from utility bills
- Additional monies in weed control
- Increased revenue from last year (code enforcement citations, building permits)
- Limited office space, alternate plans are being discussed

Fire Dept.

- Increase in payroll reflects filling the positions that are now vacant, collective bargaining, certification pay has own line item, shift differentials
- Operating supplies-moved some money from the Fire Marshall budget
- Discussed overtime spending, no quick fix, we have to staff vehicles adequately, employees to take their scheduled holidays, (Kelly Days) alleviate the need to pay the part time under FSLA, but creates overtime. Need to increase staff, or allow one off at a time.
- Cross-trained in EMT first and in fire suppressant
- One pumper truck out of service at this time
- Volunteer firemen compared in surrounding cities
- Fire calls have decreased and have had increase in EMS calls (73%)
- Fire-fighters doing fire inspections, fire hydrant testing
- Preventative maintenance on vehicles have been put off this year, due to lack of funds, needs to be contracted out
- Enterprise not used for first response, but are checking into what can be worked out
- Improved screening calls through dispatch software

Mayor recessed the budget workshop at 7:45 p.m.

Mayor reconvened the budget workshop at 8:03 p.m.



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Motion was made by Mayor Hocking to rescind the public hearing dates for the tax rate that were set on July 29, 2013 for August 12, 2012 and August 26, 2013 and seconded was made by Councilmember Osteen.

Motion was made by Mayor Hocking to set the public hearing for the tax rates for August 19, 2013 and August 26, 2013. Councilmember Trube. Motion passed unanimously.

Police Department

- Total figure under salaries reflects all positions
- All current vehicles are aging
- Tasers are also aging and are not in great repair (4)
- Overtime separated out of regular police department overtime budget to go into separate overtime line for Bayou Fest (Hotel/Motel)
- Events should have their own budget line items or project codes
- Small tools, too conservative in estimated amount
- Mandated training required
- Assess areas in need in La Marque, seek out training conditioned to situations we have locally
- Training Officer (Gilcrest) looks at training requests
- Covered parking pad for trailer (Special Operations bus)
- Communication for CTY- into 99 Fund (Emergency Management)
- Animal Control Services – additional \$6000.00
- Double dip/ for paying these services (County & City) unincorporated areas of County also pays, so it balances
- Child Outreach Fund- DONATIONS- was in wrong account
- Drug Seizure- reflected Federal/State lumped together, now we are in compliance (segregated)

Mayor recessed the budget workshop at 9:02 p. m.

Mayor reconvened the budget workshop at 9:12 p.m.

PUBLIC WORKS

- Playground equipment cut last year; added back to proposed budget
- Two employees are in the Parks department, both are vacant at this time
- Hail damage deductible still has to be paid out of this account
- Open P.O.'s
- Will transfer out of another shop fund to cover overages in professional fees
- Frozen position in shop, an employee has been assuming duties, maybe compensated
- Depends on Enterprise agreement, present time there are two mechanics
- Discussed compensation study
- Any raises given, collective bargain also receives



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- Operating supplies (bid notifications, grant (might recoup some of this) for overage- high price for newspaper publications
- Wreath Across America as a separate fund- for potential donations and carries over year after year
- Fence at the Cemetery- discussed replacement, start putting aside monies
- Suggested asking designation of cemetery a Historical
- Discussed concrete platform around the flag pole- split out into project codes
- Discussed contracting maintenance and mowing of cemetery, every other year a cemetery clean-up days
- Separate line item for Cemetery Maintenance Fund to keep separated from donations into Cemetery Fund
- Cemetery Tax?
- Three bids for fence to add to the existing \$1,500.00
- Suggested splitting the current \$2.00 from water bills into 1/3: Park \$.75, Clean City \$.75 and .75 for Cemetery Fund
- Equipment Fund in future?
- Longevity line item – as if vacancies were filled - some that left were long-term employees
- Put money into a Street Maintenance- about \$53,000.00 left/ look into \$170,000.00 that was frozen at one time- needs to verify availability
- Looking at subcontracting costs/ versus actual labor
- Mylar maps with mowing areas given to Cobb Fendley, waiting on a quote
- GIS system -looking into (supplemental)
- Go over full-time positions and frozen positions

(6) ADJOURNMENT

Councilmember Bell made a motion to adjourn the budget workshop at 10:14 p.m. Councilmember Osteen seconded the motion. Motion carried unanimously.

Mayor Bobby Hocking

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**City of La Marque
Minutes
August 19, 2013**

Minutes of the City Council Special Meeting and Budget Workshop of the City of La Marque, Texas that was conducted on Monday, August 19, 2013 at 3:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

(1) Mayor Hocking called the meeting to order at 3:00 pm.

(2) ROLL CALL

Mayor Hocking

Mayor Pro-Tem Bell – joined the meeting at 4:36 p.m.

Councilmember Brown

Councilmember Trube

Councilmember Osteen

City Manager Buttler

City Clerk Eldridge

(3) Mayor waived the Invocation and Pledge of Allegiance.

(4) CITIZENS PARTICIPATION

There were none.

(5) NEW BUSINESS

a. Provide update on a partially collapsed ten inch (10”) force main sewer line located under Highway 3 and Cedar and provide staff with direction.

Public Works Director Mr. Morgan discussed the situation and provided City Council with four options (4) in which to repair this line. (Exhibit “A”). A line has busted inside of a casing under Highway 3, the exact location of the collapse is unknown at his time. Some repair work had been done in the 1990’s at this location.

It was the consensus of City Council to use option one, to completely repair this force main sewer line, all new piping and all new casings. The total amount of this repair is estimated at \$88,750.00.

b. Provide update on a partially collapsed fifteen inch (15”) gravity sewer line located at the Gulf Breeze Apartments on 519 and provide staff with direction.

Public Works Director Mr. Morgan discussed the situation and provided City Council with some recommendations for the repair of this line. They have repaired this line several times within the last several months. It appears that this line has been placed over a right-of-way, or easement which will require owner’s permission to access. At this time, it would be quite costly to repair



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completely. The line needs to be TV'd to see where the exact problem lies. As of now it is costing around \$3,000.00 to keep this line pumped out. The question of whether the property owners would be responsible for the repair under their buildings was discussed. It was decided that staff could check to see where the easements lie then look into getting a TV down to look into the line to see where all the problems lie, allow the continuance of research and get with finance and utility funds to see where we are at on funding for this project.

It was the consensus of City Council to check to see where the easements lie then look into getting a TV down to look into the line to see where all the problems lie, allow the continuance of research and get with finance to look at the utility funds to see where we are at for funding for this project, based on this, look for a permanent solution.

c. Discussion and continue review of Proposed Budget for Fiscal Year 2013-2014 with department if necessary.

City Manager stated at that some questions were brought up at the last workshop, information has been was gathered to clear up some of those. There were questions of whether there would be an excess amount of funds that wouldn't be spent at the end of the current budget year. It was determined that a few errors in calculations had occurred and some reverse expenditures have been done.

- Added an additional \$250.00 expenses for each Councilmember in supplies (business cards, etc.)
- \$1500.00 for subscriptions
- TML Conference (\$1000.00) totaling \$2,000 for travel of each Councilmember and Mayor
- Backed out all overtime out of the line items for the Bayou Fest and giving it its own line item
- Discussed an employee carrying on the Shop Supervisor role -\$2,000.00 compensation
- Street Department, 15,000.00 for extra help
- Hotel/Motel- additional 50,000 for the marquee sign (1-2) signs based on specs
- Left electrical upgrade phase three added back
- 2007 bond project added GIS \$15,000.00
- Reserve \$40,000.00
- \$50, 000 for street projects
- HR position isn't included -waiting on City Manager
- In Fund 87, duplication under line item eliminated one
- Correction to fund balance recap sheet
- Estimated 2013 was too low, Clean City there are outstanding P.O.'s
- Report shows additional column showing what City Council voted on
- Haven't set up a fund for the Cemetery Maintenance Fund yet
- Fund 70 not printed (Disaster Fund)



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- EMS Unit at Bayou Fest?
- Suggested Fire Department and Police Department to donate some time to Bayou
- Concerns about difference in what the City proposed to spend in current budget and what has been proposed in salaries for next year's budget- not everything was included within the budget, equipment allowance, step-ups, shift-differential. Differences in departments in vacancies and those that are part-time or full time
- City Manager (difference was EDC) – now this has been corrected- salary will come out of EDC
- Utility Billing \$44,000 under- full-time position went to half time position
- \$198,000.00 is a good number for salaries
- Development Services - numbers were low for next year (\$34,000) should be \$135,491.00
- Courts- under \$14,000.00 which is correct (someone left after being here only three months)- reconcile with extra help
- Police Department under \$108,000.00- the number \$1,850,000.00 is a good number 2011, 2012 was lower, so this amount is accurate
- Fire Department- looks under for this next year compared to previous years – they split up the certification pay it used to be out of regular payroll, now it is separated
- Street Department- under \$121,000.00 (what was requested and what was proposed didn't match)- in 2011, 2012 the extra help lines item looked high. Three positions have been eliminated, no explanation on number of persons in previous years. The proposed number is taken from system and is accurate.
- Utility Line Maintenance under \$155,000.00- check on amount \$286,818.00 actually 2011 and 2012 was this amount. Water operations some cities segregated -one line may have been short and then the other over, but still the same numbers- double check these numbers; detailed sheet showing pay adjustment for two for operating licenses certificates, and 50% for Public Works Adjustment (\$11,000.00)
- Staff doesn't put anything into the salary lines, Finance does all calculations

City Manager referred to the Summary of all Funds page. There had been confusion about the total fund expenditures total funds versus General Fund and Utility Fund revenues. Remember not all of expenditure items have revenues coming to offset those, which are non-operating Funds, including Fund 46, Bond Project Fund, Hotel Motel Fund, and Capital Projects.

Ms. Kou is looking TML into employee health insurance, and windstorm, there may be some other factors as to what we may have to pick and choose.

Ms. Buttler reminded City Council as per Charter, if Council decides to insert new items or increase or decrease appropriations, another public hearing must be held, at this time, no changes of that sort have been made.

There was a question from Councilmember Bell referencing the four (4) Ford Fusions listed.



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Discussion followed that they were administrative vehicles and should be factored into the Enterprise fleet project. It appeared that the radios were included in two separate places and needed to be removed from one of the totals. Councilmember Bell asked about the formula used to calculate the percentage of the annual interest rate, which reflected an error in the year.

Discussion followed concerning radios, with the total expenditures not to exceed \$350,000.00. It was encouraged for Council to look over all the information concerning the vehicles and radios and to bring back to discuss and decide. Some information hasn't been included in the Enterprise fleet involved in the maintenance and or leasing of the patrol vehicles \$7,583.00 was not included in the proposed budget.

Councilmember Bell mentioned brush pick-up. It was discussed that the Clean City Commission might be able to help with the additional cost of this. The kiosk was discussed and whether it would be worthwhile for the citizens of La Marque. There is still some research that needs to be done; they want to make sure that it is cost effective.

Raises for certain positions were discussed and; either hold off another year so that all employees can receive raises, or to allow the City Manager to do what she feels is important to run an effective city the differences between workloads between working.

(6) 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.

(7) ADJOURNMENT

****Councilmember Trube moved to adjourn at 5:48 pm.**

Seconded by Councilmember Osteen. Motion approved unanimously.

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)



1111 Bayou
La Marque, Texas 77568
409.938.9202

ATTEST:

Robin Eldridge, TRMC
City Clerk

Mayor Bobby Hocking



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**City of La Marque
Minutes
August 26, 2013**

Minutes of the City Council Special Meeting and Workshop of the City of La Marque, Texas that was conducted on Monday, August 26, 2013 at 3:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

(1) Mayor Hocking called the meeting to order at 3:00 pm.

(2) ROLL CALL

Mayor Hocking

Mayor Pro-Tem Bell

Councilmember Brown

Councilmember Trube

Councilmember Osteen

City Manager Buttler

City Clerk Eldridge

(3) Mayor waived the Invocation and Pledge of Allegiance.

(4) WORKSHOP

a. Discussion/possible action regarding health care plan options for the City of La Marque employees and provide direction to the City Manager.

Finance Director Ms. Kou met with members of the Benefits Committee (some employees) to discuss other health care plans and options pros/cons and costs to the City. She explained that funds were calculated within current proposed budget, with an estimated additional a 5% increase, but relayed that this was only a estimate, and said she had no way of knowing how much health premiums and insurance would go up, and that they are looking into other health care plans and options and will be bringing back those options and/or plans within the next few weeks.

Ms. Kou explained that the Benefit Committee was comparing two optional plans for employee health care. The first plan one would require an additional \$85,710.00 of the General Fund; \$12,456.00 of the Utility Fund; and \$950.00 of the EDC Fund. The alternative plan would require an additional \$108,310.74 of the General Fund; an additional \$17,848.27 out of the Utility Fund; and an additional \$1,125.04 out of the EDC Fund.

Ms. Buttler stated that certain options, such as TML (a co-op), and the Risk Pool, depending on the claims history, could entitle the City to receive a rebate. She stated that the Committee is trying to find a health care plan that could be palatable to the employees/retirees without putting a burden on the City. Ms. Kou explained that by segregating the retirees from current employees, it is noticeable, the vacant/ non-vacant positions and projects a truer picture of the risks.



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Discussion continued relating to the cost of the deductibles. In the first option plan, the deductible is \$750.00; the deductible in the alternative plan is \$1,500.00. In the alternative plan, an office visit costs \$25.00. In the first plan, the office visit is applied towards the deductible of \$750.00.

Ms. Kou stated that if the La Marque employee group out-performs estimates, the amount saved could be used to help with a health savings account next year. By staying healthy, cities are “rewarded” sometimes by a reduction in cost of their premiums. It was said that the City of La Marque’s employee claims have improved some since previous years, with employees going in for their checkups, eating healthier and some participating in the wellness program. The question arose as to what had changed or taken place for this idea of shopping for option health plans come up, and whether employees had stated their dislike in the present insurance coverage and plans?

A few on the Benefit Board had displayed their dislike and concern. The individuals that make up the Benefit Committee include a person from each of the collective bargaining groups, a person with family coverage, a person without family coverage, so the Committee is diversified. It was mentioned that last year, a City Councilmember was supposed to be on this Committee, but to everyone’s knowledge this had not taken place yet.

Ms. Buttler continued the discussion by informing Council that the Committee is looking into a health care plan that will help all employees, by finding out what the employees are most in need of, and trying to come up with something that the city can also afford to provide.

It was said that that many companies and cities are having to cut back and can only provide affordable plans for employees and that we shouldn’t expect tax payers to carry the load.

Ms. Kou continued by saying that by the year 2015, employers will be required to pay certain levels of employee health insurance, that it is possible that the Affordable Health Care Act will also have some effect and that that claims need to be controlled and lowered. It was then said that it isn’t known whether or not the Health Reform Act will place a mandate on cities.

A few Councilmembers felt that the subject of health care plan options came out of the blue. During the budget workshops discussion included the possibility of a few employees receiving some type of compensation for additional functions and /or duties they had been performing that were outside of their normal job realms, due to the shortage of employees in some departments.

The question was asked as to whether this was a backdoor way to give employees their raises that had to be cut last year.

Ms. Kou said that raises and insurance are two completely different subjects. Premiums are based on claims. Insurance plans are costing more, but they are not richer. We may have to stay with the current plan (s) because it is the best one.



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Mayor Hocking asked for nominees to serve on this Committee. Councilmember Osteen volunteered.

Mayor Hocking nominated Mr. Osteen for the Committee and Councilmember Trube seconded.

By the consensus of City Council, Mr. Osteen was made a member of the Benefit Committee to help further deliberate to maybe come up with an alternate plan.

The third party company that the City currently uses (Rush Ewing) charges a fee for them to look for available affordable health care. We have been looking for another third party company for a while, even before the budget process. We are limited to the number of reports that we are given by the third party company.

Insurance claims always have an impact on the premiums. Ms. Kou said that it is wise to control the variables as best we can. Health care cost is difficult to predict. She said she was afraid to give you any predictions on future health care. A 5% increase was built into the employee benefits line in the proposed budget.

Councilmember Bell would like to see the minutes of the Benefits Committee meetings from now on.

Council expressed that they want to be made aware that the City is looking at other options for employee health care. They want to know that the City is financially on track.

Mayor Hocking recessed the Special Meeting and Workshop at 4:09 p.m. for a break.
Mayor Hocking reconvened the Special Meeting and Workshop at 4:13 p.m.

b. Discussion and continue review of FY 2013-2014 proposed budget.

City Manager had received a request to recap of discussions for the increases for a few employees and discuss the financials of the vehicles and radios.

Finance Director Ms. Kou advised that originally, all items (vehicles and radios) were placed together in one financial plan. We have since then segregated patrol units with a five year life financial plan and placed the radios separate in a ten year financial plan and non-patrol included in the Enterprise Fleet replacement plan.

In an earlier discussion, there were duplications in the number of radios and vehicles that has been corrected.

There should be 65 radios for the Police Department, 16 radios for the Fire Department with the stipulation that some radios would be handed down to Public Works and capped at \$350,000.00 for total expenditure to radios.



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Upgrading radios in all emergency vehicles has been statewide mandated, and discussion continued on the age and maintenance history of the current patrol vehicles. Sharing or “hot seating” of patrol vehicles was mentioned, and Chief Aragon advised that this practice normally wears down the vehicle that much quicker. The mileage on the fleet, patrol and individual vehicles was discussed, and the need to replace the higher mileage vehicles first. In an earlier workshop the Council voted on Plan Option Two, which is the lease of seventeen vehicles to start with Council deciding on those seventeen vehicles was agreed upon. This item will be brought back again with a final total amount, after negotiating and proposing other options. The lease/purchase concept is what is being proposed. A member of Council wanted to make sure that the Police Chief was included in one of those that would be receiving a new vehicle.

c. Discussion/possible action regarding proposed changes to the FY 2013-2014 proposed Budget and provide direction to the City Manager.

It was determined at the last meeting there was a salary discrepancy in Development Services, which was corrected. The salaries line item in the Utility Budget, was also corrected after running another report.

The question of whether certain employees were to be receiving raises, or adjustment to job titles based on new job duties was discussed. Ms. Buttler clarified her intention, which was not considered raises, but proposing compensation on very certain individuals that have had to take on or expected to take, other duties as another person or individual, for instance a \$1.00 an hour step up pay; which can be done under a reclassification. A Compensation Study to evaluate all employees’ positions will determine whether salaries are in line.

The City Manager has control over the employees, and will be allowed to do a total reorganization of the Public Works Department. Council will give CM direction to evaluate those few positions or for Council to make the decision not to give any raises to anyone. It was determined that further discussion on this subject will still need to take place in another workshop.

(5) ADJOURNMENT

****Councilmember Trube moved to adjourn at 5:27 pm.**

Seconded by Councilmember Osteen. Motion approved unanimously.

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)

Mayor Bobby Hocking

ATTEST:



1111 Bayou
La Marque, Texas 77568
409.938.9202

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Suzy Kou
Department: Finance

Agenda item: 8a
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2013-0011**, an ordinance adopting the FY 2013-2014 Annual Budget for the City of La Marque. **This is the second and final reading.**

☒ X

Attachments for reference

- 1. Ordinance O-2013-0011 – Budget Adoption**
- 2. Revised Budget Detail After September 9, 2013**

Staff Briefing: In order to meet statutory requirements for budget, the proposed ordinance is attached.

History (if applicable):

Target Implementation: October 1, 2013

Significant Action Dates:

July 29, 2013 – Council received proposed budget

August 7, 2013 – Council held Budget Workshop

August 8, 2013 – Council held Budget Workshop

August 9, 2013 – Continued Budget Workshop

August 12, 2013 – Council held public hearing on proposed budget

August 19, 2013 – Council held Budget Workshop

August 26, 2013 – Council held Budget Workshop

September 9, 2013 – Council holds public hearing, first reading of ordinance adopting the 2013-2014 budget

September 23, 2013 – Second reading of ordinance adopting the 2013-2014 budget

Action:

☒ X

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other (be Specific)

Cost Details:

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



CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to adopt **Ordinance No. 2013-0011**, an ordinance adopting the 2013-2014 Annual Budget. **This is the second and final reading.**

Fiscal Impact:

ORDINANCE NO. O-2013-0011

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF LA MARQUE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF LA MARQUE FOR 2013-14 FISCAL YEAR

WHEREAS, the budget, appended here as Exhibit A, for the fiscal year beginning October 1, 2013 and ending September 30, 2014 was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said notice was published in the Galveston County Daily News and said public hearing was held according to said notice and City Charter requirements; now, therefore,

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

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2013 and ending September 30, 2014 be fixed and determined for said terms in accordance with the expenditures shown in the City's fiscal year 2013-14 budget, a copy of which is appended hereto as Exhibit A

SECTION 2. That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest of the bonded debt of said City.

PASSED AND APPROVED this the 9th day of September, 2013 for the first reading.

PASSED AND APPROVED this the ___ day of September, 2013 for the second and final reading.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, City Clerk

Page 2, Budget Ordinance

APPROVED AS TO FORM:

Ellis J. Ortego. City Attorney

bdpbrqst skou
15:47 09/19/13

Fund: 1 GENERAL FUND

Dept: 1 ADMINISTRATION

Prog: 1 CITY MANAGER'S OFFICE

City of LaMarque

Detailed Budget Request Report

Fiscal Year: 2014

Revision level: 4 FY 2014 Council

Account Type Selected: B Both

Page 1

Account Number	Description	Budget Reference	Comment
01-1010-01-01	REGULAR PAYROLL		
		Seq	Description Amount
		1	Base 121,366.00
		2	Additional for CM Assistant-HR function 2,000.00
		3	Remove add'l HR function per Council 9/9/13 (2,000.00)
		Totals:	121,366.00 *
01-1011-01-01	PLAN 457 CONTRIBUTION		Per City Manager contract
		Totals:	4,550.00 *
01-1020-01-01	LONGEVITY		
		Seq	Description Amount
		1	Longevity 474.00
		2	Turkey 50.00
		3	Additional turkey money 100.00
		Totals:	624.00 *
01-1040-01-01	OVERTIME		
		Totals:	1,000.00 *
01-1060-01-01	PAYROLL TAXES		
		Seq	Description Amount
		1	Base 10,571.00
		2	Additional for Turkey 08.00
		3	Additional HR function 153.00
		4	Remove add'l HR function per Council 9/9/13 (153.00)
		Totals:	10,579.00 *
01-1065-01-01	RETIREMENT (TMRS)		
		Seq	Description Amount
		1	Base 13,145.00
		2	Additional Turkey 10.00
		3	Additional HR function 191.00
		4	Remove add'l HR function per Council 9/9/13 (191.00)
		Totals:	13,155.00 *
01-1070-01-01	GROUP HEALTH INSURANCE		
		Totals:	9,327.00 *
01-1075-01-01	WORKERS COMPENSATION		
		Totals:	422.00 *
01-2010-01-01	OPERATING SUPPLIES		
		Seq	Description Amount
		1	Pens, Folders, Tablets, etc. 600.00
		2	Logo Letterhead & Envelopes
		3	Business Cards-City Manager 50.00
		4	Printer Cartridges 3,800.00
		Totals:	4,450.00 *
01-2031-01-01	VEHICLE ALLOWANCE/RENTALS		
		Totals:	6,000.00 *
01-2070-01-01	JANITORIAL SUPPLIES & MAINT.		
		Seq	Description Amount
		1	Transfer to #99

15:47 09/19/13

Detailed Budget Request Report

Fund: 1 GENERAL FUND

Fiscal Year: 2014

Dept: 1 ADMINISTRATION

Revision level: 4 FY 2014 Council

Prog: 1 CITY MANAGER'S OFFICE

Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment
			Totals: .00 *
01-3020-01-01	REPAIR/MAINT--BLDG FURN & FIX		Totals: .00 *
01-3040-01-01	REPAIR & MAINT--EQUIPMENT		
			Seq Description Amount
			1 Computer Equipment Repair 1,500.00
			Totals: 1,500.00 *
01-4030-01-01	GENERAL INSURANCE		
			Seq Description Amount
			1 Bonds on cash handling official 50.00
			Totals: 50.00 *
01-4040-01-01	PROFESSIONAL FEES		
			Seq Description Amount
			1 Base 1,500.00
			2 Fraud Guard services 5,000.00
			Totals: 6,500.00 *
01-4049-01-01	CEMETERY BOARD	To Fund 89	
			Totals: .00 *
	Set up new fund (89) to account for cemetery expenditures in future years.		
01-4050-01-01	ADVERTISING AND PROMOTION	0140500102	
			Totals: 1,000.00 *
01-4060-01-01	SCHOOL AND TRAVEL		
			Seq Description Amount
			1 Texas City Management Assn. Annual Conference 1,890.00
			2 TML Annual Conference 1,890.00
			3 Monthly City Manager Meetings 240.00
			4 Rotary Meals 572.00
			5 Chamber Luncheon-Battle by the Bay 180.00
			6 Chamber-Annual Banquet 700.00
			7 Chamber Luncheon-State of the City 180.00
			8 Chamber Luncheon-Hurricane Preparedness 180.00
			9 Chamber-Taste of the Town 200.00
			10 Leadership Mainland Host Lunch 160.00
			11 Youth in Government Day Lunch 50.00
			Totals: 6,242.00 *
01-4071-01-01	SUBSCRIPTIONS	0140710102	
			Seq Description Amount
			1 Texas City Management Assoc. - State 300.00
			2 Texas City Management Assoc. - Region 6 50.00
			3 Rotary-LM 660.00
			4 Local Gov't Code Section Updates 120.00
			5 Sam's Club-City Manager/Admin. Asst. 70.00
			6 Galv. Daily News 185.00
			7 Guidry News 330.00
			8 HGAC City Membership 600.00

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15:47 09/19/13

City of LaMarque
Detailed Budget Request Report
Fiscal Year: 2014
Revision level: 4 FY 2014 Council

Fund: 1 GENERAL FUND
Dept: 1 ADMINISTRATION
Prog: 1 CITY MANAGER'S OFFICE

Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment		
				9 TML City Membership/Town & City Magazine	3,000.00
				10 Society for HR (SHRM) Membership	200.00
				11 Notary Renewal-Admin. Asst.	150.00
				Totals:	5,665.00 *
01-5010-01-01	COMMUNICATIONS			Totals:	.00 *
01-5020-01-01	UTILITIES			Totals:	.00 *
01-7011-01-01	CONTINGENCY-EMERGENCY			Totals:	40,000.00 *
Program 1 - CITY MANAGER'S OFFICE Totals:					232,430.00 *
Department 1 - ADMINISTRATION Totals:					232,430.00 **
Expenditure	Totals:				232,430.00 ****
Fund 1 - GENERAL FUND Totals:					232,430.00 ***
***** End of Report *****					

15:49 09/19/13

Detailed Budget Request Report

Fund: 1 GENERAL FUND

Fiscal Year: 2014

Dept: 2 FINANCE/ACCOUNTING/TAX

Revision level: 4 FY 2014 Council

Prog: FINANCE/ACCOUNTING/TAX

Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment
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01-1010-02-00

REGULAR PAYROLL

Seq	Description	Amount
1	Base	194,141.00
2	Add'l for Finance/Hr/PR Coord due to HR function	3,000.00
3	Add'l for Finance/AP/Purch Tech	1,040.00
4	Remove Finance HR per Council on 9/9/13	(3,000.00)
5	Remove Purchasing add'l per Council 9/9/13	(1,040.00)
Totals:		194,141.00 *

01-1020-02-00

LONGEVITY

Seq	Description	Amount
1	Longevity	3,060.00
2	Turkey	100.00
3	Additional Turkey	200.00
Totals:		3,360.00 *

01-1040-02-00

OVERTIME

Totals: 2,500.00 *

01-1060-02-00

PAYROLL TAXES

Seq	Description	Amount
1	Base	15,275.00
2	Additional Turkey	16.00
3	Add'l for Finance/Hr/PR Coord due to HR function	230.00
4	Add'l for Finance/AP/Purch Tech	80.00
5	Remove add'l HR function per Council 9/9/13	(230.00)
6	Remove add'l Purchasing per Council 9/9/13	(80.00)
Totals:		15,291.00 *

01-1065-02-00

RETIREMENT (TMRS)

Seq	Description	Amount
1	Base	18,985.00
2	Additional Turkey	20.00
3	Add'l for Finance/Hr/PR Coord due to HR function	286.00
4	Add'l for Finance/AP/Purch Tech	99.00
5	Remove HR add'l function per Council 9/9/13	(286.00)
6	Remove Purchasing function per Council 9/9/13	(99.00)
Totals:		19,005.00 *

01-1070-02-00

GROUP HEALTH INSURANCE

Totals: 15,195.00 *

01-1075-02-00

WORKERS COMPENSATION

Totals: 606.00 *

01-2010-02-00

OPERATING SUPPLIES

Seq	Description	Amount
1	Base	6,475.00
2	Budget documents printing	2,500.00
3	CAFR documents printing	1,000.00
4	Time Clocks for City Hall, Police, Fire, Library	2,400.00
Totals:		12,375.00 *

01-2060-02-00

SMALL TOOLS

15:49 09/19/13

Detailed Budget Request Report

Fund: 1 GENERAL FUND

Fiscal Year: 2014

Dept: 2 FINANCE/ACCOUNTING/TAX

Revision level: 4 FY 2014 Council

Prog: FINANCE/ACCOUNTING/TAX

Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment
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Seq	Description	Amount
1	Scanner for payroll/HR and Finance Director	1,000.00
Totals:		1,000.00 *
01-2070-02-00	JANITORIAL SUPPLIES & MAINT.	
Totals:		.00 *
01-3020-02-00	REPAIR/MAINT--BLDG FURN & FIX	
Totals:		.00 *
01-3040-02-00	REPAIR & MAINT--EQUIPMENT	
Totals:		3,000.00 *
01-4030-02-00	GENERAL INSURANCE	
Seq	Description	Amount
1	Bonds on official cash handling	50.00
Totals:		50.00 *
01-4040-02-00	PROFESSIONAL FEES	
Seq	Description	Amount
1	Depository contract consulting	6,000.00
2	STW Annual lease-Core applications	14,100.00
4	STW Support calls	8,000.00
5	Fraud Guard service	5,000.00
6	Timesheets online	6,180.00
7	Fraud Guard services	(5,000.00)
Totals:		34,280.00 *
01-4050-02-00	ADVERTISING	
Totals:		.00 *
01-4060-02-00	SCHOOL AND TRAVEL	
Seq	Description	Amount
1	STW Training-Payroll	600.00
2	STW-PO, AP, Purchasing	600.00
3	STW Training-Securities, Reports, GL, System wide	1,200.00
4	GFOAT Conf to maintain required certification	1,200.00
5	Treasury training required to maintain cert	1,200.00
6	Other trainings per audit recommendation	500.00
Totals:		5,300.00 *
01-4071-02-00	SUBSCRIPTIONS	
Seq	Description	Amount
1	GFOA National membership	190.00
2	GFOAT membership	80.00
3	GFOA Gulf Coast Region membership	50.00
4	State Coop membership	200.00
5	BuyBoard membership	120.00
6	TMHRA membership	80.00
7	TxPPA (Purchasing) memberships	150.00
Totals:		870.00 *
01-5010-02-00	COMMUNICATIONS	
Totals:		.00 *
01-5020-02-00	UTILITIES	

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15:49 09/19/13

City of LaMarque
Detailed Budget Request Report
Fiscal Year: 2014

Page 3

Fund: 1 GENERAL FUND

Dept: 2 FINANCE/ACCOUNTING/TAX

Prog: FINANCE/ACCOUNTING/TAX

Revision Level: 4 FY 2014 Council

Account Type Selected: B Both

Account Number

Description

Budget

Comment

Reference

Totals: .00 *

Program 0 - FINANCE/ACCOUNTING/TAX Totals:

306,973.00 *

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15:49 09/19/13

City of LaMarque
Detailed Budget Request Report
Fiscal Year: 2014

Page 4

Fund: 1 GENERAL FUND

Dept: 2 FINANCE/ACCOUNTING/TAX

Prog: 2 Independent Audit Fees

Revision Level: 4 FY 2014 Council

Account Type Selected: B Both

Account Number

Description

Budget

Comment

Reference

01-4040-02-02

INDEPENDENT AUDIT FEES

Seq	Description	Amount
1	Preliminary interim audit performed in Sept. 2013	11,500.00
2	Audit for fiscal year 2013	58,075.00
3	Arbitrage services	2,500.00
4	GASB 45 compliance and GASB 27	5,000.00
5	Allocate 40% cost to Utility Fund	(30,830.00)
Totals:		46,245.00 *

Program 2 - Independent Audit Fees Totals:

46,245.00 *

bdpbrqst skou
15:49 09/19/13

City of LaMarque
Detailed Budget Request Report
Fiscal Year: 2014

Page 5

Fund: 1 GENERAL FUND

Dept: 2 FINANCE/ACCOUNTING/TAX

Prog: 3 Tax Assessor Fees

Revision Level: 4 FY 2014 Council

Account Type Selected: B Both

Account Number

Description

Budget

Comment

Reference

01-4040-02-03

TAX ASSESSOR FEES

Totals: 4,000.00 *

Program 3 - Tax Assessor Fees Totals:

4,000.00 *

bdpbrqst skou
15:49 09/19/13

City of LaMarque
Detailed Budget Request Report
Fiscal Year: 2014
Revision level: 4 FY 2014 Council
Account Type Selected: B Both

Page 6

Fund: 1 GENERAL FUND
Dept: 2 FINANCE/ACCOUNTING/TAX
Prog: 4 GC Appraisal Dist Fees

Account Number	Description	Budget Reference	Comment
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01-4040-02-04	GC APPRAISAL FEES		
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Totals:	26,670.00	*
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Program 4 - GC Appraisal Dist Fees Totals:	26,670.00	*
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Department 2 - FINANCE/ACCOUNTING/TAX Totals:	383,888.00	**
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Expenditure Totals:	383,888.00	****
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Fund 1 - GENERAL FUND Totals:	383,888.00	***
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***** End of Report *****

bdpbrqst skou
15:49 09/19/13

Fund: 1 GENERAL FUND

Dept: 10 SHOP/SERVICE FACILITY

Prog: SHOP/SERVICE FACILITY

City of LaMarque

Detailed Budget Request Report

Fiscal Year: 2014

Revision level: 4 FY 2014 Council

Account Type Selected: B Both

Page 1

Account Number	Description	Budget Reference	Comment
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01-1010-10-00	REGULAR PAYROLL		
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Seq	Description	Amount
1	Base	95,014.00
2	Temporary freeze Shop Supervisor position	(35,000.00)
3	Current staff step up per workshop 8/8/13	2,000.00
4	Remove step up per Council 9/9/13	(2,000.00)
	Totals:	60,014.00 *

01-1020-10-00	LONGEVITY		
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Seq	Description	Amount
1	Longevity	330.00
2	Turkey	75.00
3	Additional Turkey	150.00
	Totals:	555.00 *

01-1040-10-00	OVERTIME		
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	Totals:	3,272.33 *
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01-1060-10-00	PAYROLL TAXES		
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Seq	Description	Amount
1	Base	7,573.00
2	Additional Turkey	12.00
3	Temporary freeze Shop Supervisor position	(2,678.00)
4	Current staff step up per workshop 8/8/13	153.00
5	Remove step up per Council 9/9/13	(153.00)
	Totals:	4,907.00 *

01-1065-10-00	RETIREMENT (TMRS)		
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Seq	Description	Amount
1	Base	9,401.00
2	Additional Turkey	15.00
3	Temporary freeze Shop Supervisor position	(3,336.00)
4	Current staff step up per workshop 8/8/13	191.00
5	Remove step up per Council 9/9/13	(191.00)
	Totals:	6,080.00 *

01-1070-10-00	GROUP HEALTH INSURANCE		
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	Totals:	13,990.00 *
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01-1075-10-00	WORKERS COMPENSATION		
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	Totals:	3,381.00 *
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01-2010-10-00	OPERATING SUPPLIES		
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	Totals:	3,000.00 *
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01-2020-10-00	FUEL SUPPLIES		
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	Totals:	5,500.00 *
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01-2040-10-00	UNIFORMS & SAFETY GEAR		
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	Totals:	1,060.00 *
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01-2060-10-00	SMALL TOOLS		
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	Totals:	1,750.00 *
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01-2070-10-00	JANITORIAL SUPPLIES		
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	Totals:	600.00 *
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01-3020-10-00	REPAIR/MAINT--BLDG FURN & FIX		
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Fund: 1 GENERAL FUND

Dept: 10 SHOP/SERVICE FACILITY

Prog: SHOP/SERVICE FACILITY

City of LaMarque

Detailed Budget Request Report

Fiscal Year: 2014

Revision level: 4 FY 2014 Council

Account Type Selected: B Both

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Account Number	Description	Budget Reference	Comment		
				Totals:	1,700.00 *
01-3030-10-00	REPAIR/MAINT--VEHICLES			Totals:	1,400.00 *
01-3040-10-00	REPAIR/MAINT--EQUIPMENT			Totals:	3,800.00 *
01-4030-10-00	GENERAL INSURANCE			Totals:	.00 *
01-4040-10-00	PROFESSIONAL FEES			Totals:	5,400.00 *
01-4041-10-00	STORAGE TANKS			Totals:	3,500.00 *
01-4060-10-00	CONVENTIONS/SCHOOL/TRAVEL EXP.			Totals:	1,000.00 *
01-4071-10-00	DUES, SUBSCRIPTIONS & PUBLICA			Totals:	.00 *
01-5010-10-00	COMMUNICATIONS			Totals:	.00 *
01-5020-10-00	UTILITIES			Totals:	.00 *
01-5030-10-00	INTERNAL SHOP CREDITS			Totals:	-17,000.00 *
01-5145-10-00	REPLACEMENT COST EXPENSE			Totals:	.00 *
01-7030-10-00	10 YEAR LIFE ASSETS (VEHICLES)			Totals:	.00 *
01-7040-10-00	5 YEAR LIFE ASSETS (EQUIPMENT)			Totals:	.00 *
Program 0 - SHOP/SERVICE FACILITY Totals:					103,909.33 *
Department 10 - SHOP/SERVICE FACILITY Totals:					103,909.33 **
Expenditure	Totals:				103,909.33 ****
Fund 1 - GENERAL FUND Totals:					103,909.33 ***
***** End of Report *****					

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Fund: 1 GENERAL FUND
Dept: 13 STREET
Prog: STREET

City of LaMarque
Detailed Budget Request Report
Fiscal Year: 2014
Revision Level: 4 FY 2014 Council
Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment
01-1010-12-00	REGULAR PAYROLL		
		Seq	Description Amount
		1	Base 269,467.00
		2	Public Works Director adjustment 4,882.00
		3	Add'l for Foreman due to additonal duties 2,000.00
		4	Add'l for Supervisor due to add'l duties 2,000.00
		5	Remove Foreman add'l duties pay per Council 9/9/13 (2,000.00)
		6	Remove Spvsr add'l duties pay per Council 9/9/13 (2,000.00)
		7	Remove PW Dir adj per Council 9/9/13 (4,882.00)
			Totals: 269,467.00 *
01-1020-12-00	LONGEVITY		
		Seq	Description Amount
		1	Longevity 5,274.00
		2	Turkey 200.00
		3	Add 50% of M.Morgan and N.Epperson 1,687.00
		4	Additional Turkey 550.00
			Totals: 7,711.00 *
01-1030-12-00	EXTRA HELP		
		Seq	Description Amount
		1	Per Council workshop 8/8/13 15,000.00
			Totals: 15,000.00 *
01-1040-12-00	OVERTIME		
			Totals: 9,261.96 *
01-1060-12-00	PAYROLL TAXES		
		Seq	Description Amount
		1	Base 21,816.00
		2	Additional Turkey 44.00
		3	Public Works Director adjustment 373.00
		4	Add'l for Foreman due to add'l duties 153.00
		5	Add'l for Supervisor due to add'l duties 153.00
		6	Remove Foreman add'l duties pay per Council 9/9/13 (153.00)
		7	Remove Spvsr add'l duties pay per Council 9/9/13 (153.00)
		8	Remove PW Dir adj per Council 9/9/13 (373.00)
			Totals: 21,860.00 *
01-1065-12-00	RETIREMENT (TMRS)		
		Seq	Description Amount
		1	Base 27,066.00
		2	Additional Turkey 55.00
		3	Public Works Director adjustment 465.00
		4	Add'l for Foreman due to add'l duties 191.00
		5	Add'l for Supervisor due to add'l duties 191.00
		6	Remove Foreman add'l duties pay per Council 9/9/13 (191.00)
		7	Remove Spvsr add'l duties pay per Council 9/9/13 (191.00)
		8	Remove PW Dir adj per Council 9/9/13 (465.00)
			Totals: 27,121.00 *
01-1070-12-00	GROUP HEALTH INSURANCE		

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 Fund: 1 GENERAL FUND
 Dept: 12 STREET
 Prog: STREET

City of LaMarque
 Detailed Budget Request Report
 Fiscal Year: 2014
 Revision level: 4 FY 2014 Council
 Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment			
				Totals:	55,215.00	*
01-1075-12-00	WORKERS COMPENSATION			Totals:	20,225.00	*
01-2010-12-00	OPERATING SUPPLIES			Totals:	2,100.00	*
01-2020-12-00	FUEL SUPPLIES			Totals:	38,500.00	*
01-2031-12-00	RENTAL			Totals:	2,500.00	*
01-2040-12-00	UNIFORMS, MAINT & SAFETY GEAR			Totals:	6,200.00	*
01-2060-12-00	SMALL TOOLS			Totals:	3,000.00	*
01-2070-12-00	JANITORIAL SUPPLIES & MAINT.			Totals:	700.00	*
01-3020-12-00	REPAIR & MAINT-BLDG FURN & FIX			Totals:	700.00	*
01-3030-12-00	REPAIR & MAINT-MOTOR VEHICLES			Totals:	40,500.00	*
01-3040-12-00	REPAIR & MAINT--EQUIPMENT			Totals:	18,500.00	*
01-3090-12-00	TRAFFIC CONTROL MAINTENANCE			Totals:	14,000.00	*
01-4030-12-00	GENERAL INSURANCE			Totals:	.00	*
01-4040-12-00	PROFESSIONAL FEES			Totals:	4,000.00	*
01-4060-12-00	CONVENTION/SCHOOL/TRAVEL EXP			Totals:	1,000.00	*
01-4071-12-00	DUES, SUBSCRIPTIONS & BOOKS			Totals:	500.00	*
01-5010-12-00	COMMUNICATIONS			Totals:	.00	*
01-5020-12-00	UTILITIES			Totals:	.00	*
01-7040-12-00	5 YEAR LIFE ASSETS (EQUIPMENT)			Totals:	.00	*
Program 0 - STREET Totals:					558,060.96	*
Department 12 - STREET Totals:					558,060.96	**
Expenditure Totals:					558,060.96	****

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Fund: 1 GENERAL FUND
Dept: 13 STREET
Prog: STREET

City of LaMarque
Detailed Budget Request Report
Fiscal Year: 2014
Revision level: 4 FY 2014 Council
Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment
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Fund 1 - GENERAL FUND Totals:			558,060.96 ***
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***** End of Report *****

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Detailed Budget Request Report

Fund: 2 UTILITY FUND

Fiscal Year: 2014

Dept: 24 WATER AND SEWER OPERATIONS

Revision level: 4 FY 2014 Council

Prog: WATER AND SEWER OPERATIONS

Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment
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02-1010-24-00

REGULAR PAYROLL

Seq	Description	Amount
1	Base current payroll salaries	269,152.00
2	Vacant Plant Operator III	24,509.00
3	Vacant Plant Operator III	24,509.00
4	Back out 50% of M.Morgan to GF 12	(35,117.00)
5	Back out 50% of Nathan Epperson to GF 12	(23,855.00)
6	Public Works Director adjustment	4,882.00
7	Remove PW Dir adj per Council 9/9/13	(4,882.00)
Totals:		259,198.00 *

02-1020-24-00

LONGEVITY

Seq	Description	Amount
1	Longevity	6,294.00
2	Turkey	200.00
3	Back out 50% of M.Morgan and N.Epperson	(1,687.00)
4	Additional Turkey	400.00
Totals:		5,207.00 *

02-1035-24-00

CERTIFICATION PAY

Totals: 480.00 *

02-1040-24-00

OVERTIME

Totals: 21,600.00 *

02-1060-24-00

PAYROLL TAXES

Seq	Description	Amount
1	Base	21,886.00
2	Additional Turkey	32.00
3	Public Works Director adjustment	373.00
4	Remove PW Dir adj per Council 9/9/13	(373.00)
Totals:		21,918.00 *

02-1065-24-00

RETIREMENT (TMRs)

Seq	Description	Amount
1	Base	27,264.00
2	Additional Turkey	40.00
3	Public Works Director adjustment	465.00
4	Remove PW Dir adj per Council 9/9/13	(465.00)
Totals:		27,304.00 *

02-1070-24-00

GROUP HEALTH INSURANCE

Totals: 46,561.00 *

02-1075-24-00

WORKERS COMPENSATION

Totals: 7,976.00 *

02-2010-24-00

OPERATING SUPPLIES -- S.T.P.

Totals: 151,700.00 *

02-2011-24-00

SUPPLIES FOR WELLS

Totals: 13,000.00 *

02-2020-24-00

FUEL SUPPLIES

Totals: 12,000.00 *

02-2031-24-00

RENTALS

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Detailed Budget Request Report

Fund: 2 UTILITY FUND

Fiscal Year: 2014

Dept: 24 WATER AND SEWER OPERATIONS

Revision level: 4 FY 2014 Council

Prog: WATER AND SEWER OPERATIONS

Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment		
				Totals:	600.00 *
02-2040-24-00	UNIFORMS, MAINT & SAFETY GEAR			Totals:	6,000.00 *
02-2060-24-00	SMALL TOOLS			Totals:	200.00 *
02-2070-24-00	JANITORIAL SUPPLIES & MAINT.			Totals:	1,000.00 *
02-3010-24-00	REPAIR & MAINT -- S.T.P.			Totals:	100,000.00 *
02-3011-24-00	REPAIRS & MAINTENANCE -- WELLS			Totals:	8,000.00 *
02-3020-24-00	REPAIR/MAINT--BLDG FURN & FIX			Totals:	1,100.00 *
02-3030-24-00	REPAIR & MAINT--MOTOR VEHICLES			Totals:	5,500.00 *
02-3040-24-00	REPAIR & MAINT--EQUIPMENT			Totals:	29,200.00 *
02-4030-24-00	GENERAL INSURANCE			Totals:	.00 *
02-4040-24-00	PROFESSIONAL FEES			Totals:	103,500.00 *
02-4060-24-00	CONVENTIONS/SCHOOL/TRAVEL EXP			Totals:	6,100.00 *
02-4071-24-00	DUES,SUBSCRIPTIONS, & BOOKS			Totals:	1,200.00 *
02-5010-24-00	COMMUNICATIONS			Totals:	.00 *
02-5020-24-00	UTILITIES -- S.T.P.			Totals:	235,000.00 *
02-5021-24-00	UTILITIES -- WELLS			Totals:	19,000.00 *
02-5022-24-00	UTILITIES -- LIFT STATIONS			Totals:	85,000.00 *
02-5145-24-00	REPLACEMENT COST EXPENSE			Totals:	.00 *
02-6011-24-00	PURCHASED WATER (GCWA)				
		Seq	Description	Amount	
		1	Base	592,000.00	
		2	7% increase	41,440.00	
			Totals:	633,440.00 *	
02-7020-24-00	20 YEAR LIFE ASSETS (BUILDINGS)			Totals:	.00 *
02-7030-24-00	10 YEAR LIFE ASSETS (VEHICLES)			Totals:	.00 *
Program 0 - WATER AND SEWER OPERATIONS Totals:					1,801,784.00 *

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City of LaMarque
Detailed Budget Request Report
Fiscal Year: 2014

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Fund: 2 UTILITY FUND

Dept: 24 WATER AND SEWER OPERATIONS

Revision level: 4 FY 2014 Council

Prog: WATER AND SEWER OPERATIONS

Account Type Selected: B Both

Account Number	Description	Budget Reference	Comment
Department 24 - WATER AND SEWER OPERATIONS Totals:			
		1,801,784.00	**
Expenditure	Totals:	1,801,784.00	****
Fund 2 - UTILITY FUND Totals:			
		1,801,784.00	***
***** End of Report *****			



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Suzy Kou
Department: Finance

Agenda item: 8b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2013-0012** an ordinance levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2013 Tax Fiscal Year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. **This is the second and final reading.**



Attachments for reference

1. Ordinance No. O-2013-0012 – Tax Rate

Staff Briefing: In order to meet statutory requirements and state property tax code, the proposed ordinance is attached.

Per City Council direction, the tax rate will remain the same for FY 2013-2014.

History (if applicable):

Target Implementation: October 1, 2013

Significant Action Dates:

July 29, 2013 – Council received proposed budget

August 12, 2013 – Council held public hearing on proposed budget

August 19, 2013 – Council held first public hearing on proposed tax rate

August 26, 2013 – Council held second public hearing on proposed tax rate

September 9, 2013 – Council holds public hearing, first reading of ordinances adopting budget and tax rate

September 23, 2013 – Second reading of ordinances adopting budget and tax rate

Action:



Ordinance



Resolution



Proclamation



Special Presentation



Finance Report



Public Hearing



Other (be Specific)

Cost Details:

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



CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to adopt Ordinance No. **O- 2013-0012**, an ordinance levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2013-2014 Fiscal Tax Year; providing for appropriating each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. **This is the second and final reading.**

Fiscal Impact:

ORDINANCE NO. O-2013-0012

AN ORDINANCE LEVYING AD VALOREM TAXES FOR USE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LA MARQUE, TEXAS FOR THE 2013-14 TAX FISCAL YEAR; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID

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

SECTION 1. That there is hereby levied and there shall be collected, for use and operation of the municipal government of the City of La Marque and to provide an Interest and Sinking Fund for the 2013-2014 fiscal year, upon all property, real, personal and mixed within the corporate limits of said City subject to taxation here set forth:

1. For the maintenance and operation of the general government 0.463399 on each \$100.00 taxable valuation of property; and
2. For the interest and sinking fund, 0.050961 on each \$100.00 taxable valuation of property.

For a total tax rate of 0.51436 on each \$100.00 taxable valuation of property tax being so levied and apportioned to the specific purposes here set forth above.

SECTION 2. All taxes shall become a lien upon the property against which assessed, and the assessor and collector for the City of La Marque is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City of La Marque and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest and, the interest penalty collected from such delinquent taxes shall be apportioned to the general fund of the City of La Marque. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

SECTION 3. That this ordinance shall take effect after the second reading.

PASSED AND APPROVED for a first reading on this 9th day of September 2013, at a Regular Meeting of the City Council of the City of La Marque, Texas, there being a quorum present, by 5 AYES and 0 NAYES and approved by the Mayor on the date above set.

PASSED AND APPROVED for the second and final reading on this the 23rd day of September 2013 at a Regular Meeting of the City Council of the City of La Marque, Texas, there being a quorum present by _____ AYES and _____ NAYES and approved by the Mayor on the date above set.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis Ortego, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013

Agenda item: 8c

Prepared by: Chief Randall Aragon/
Mike Morgan

Reviewed by: *Carol Buttler*

Department: Police

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2013-0013**, an ordinance amending Chapter 62, Article II, Section 62-21 of the Code of Ordinances relating to stop intersections, providing for installation of additional stop signs at the intersection of Fannin Street and Houston Drive West, making it a four-way stop. **This is the second and final reading.**



Attachments for Reference

1. Ordinance 192 (Specifically Exhibit "A")
2. Copy of Crash Report diagram (10-22-12)

Staff Briefing:

On 10-22-12 Dylan Cruz Jaramillo (8 years of age) was riding his electric scooter northbound on Houston Drive West. He did not stop at the stop sign at the intersection of Fannin Street and Houston Drive West. A vehicle traveling westbound on Fannin Street entered the intersection and struck Dylan Jaramillo who was a fatality.

History (if applicable): The driver had the right-of-way (and was not charged); Fannin Street does not have stop signs at this intersection. No other crash data is on file at this location; however, the potential of a reoccurrence (and echoed by the child's family) it is recommended that this be developed into a four-way stop sign intersection.

*City Staff (Public Works Director Mike Morgan) has conducted research for development of this intersection as a four way stop intersection and would be applicable.

Target Implementation: As soon as practicable.

Significant Action Dates:

September 9, 2013 - This item was brought before City Council on and passed on the first reading.



CITY COUNCIL AGENDA FORM

Action:

☒

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other - Contract

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	\$160.00
Acct. Name	
Line Items #	
Other Funding	

Staff's Recommended Motion: Motion to adopt Ordinance No. **O-2013-0013** amending the Code of Ordinances, Chapter 62, Traffic and Motor Vehicles, Article II, Operation of Vehicles Generally, Sec. 62-21, Stop Intersections, providing for the installation of additional stop signs at Fannin Street and Houston Drive West, making it a four-way stop intersection.

Have Public Works develop the intersection at Fannin Street and Houston Drive West into a "four-way stop."

Fiscal Impact: Two (2) signs and poles estimated at a total of \$160.00.

ORDINANCE NO. O-2013-0013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA MARQUE, TEXAS, CHAPTER 62, TRAFFIC AND MOTOR VEHICLES, ARTICLE II, OPERATION OF VEHICLES GENERALLY, SEC. 62-21, STOP INTERSECTIONS- DESIGNATION TO BRING CURRENT THE DESIGNATION AND DECLARATION OF STOP INTERSECTIONS FOR VEHICULAR TRAFFIC IN THE CITY OF LA MARQUE, TEXAS, AND PROVIDING A SEVERABILITY.

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

SECTION ONE:

That Article II, Operation of Vehicles Generally, Sec. 62-21, Stop Intersection – Designation, of the Code of Ordinances of the City of La Marque, Texas, is hereby amended to read as follows:

“Section 62-21. Stop Intersections-Designation

The public street intersections listed on Exhibit “A” attached hereto are hereby designated and declared to be stop intersections for vehicular traffic moving in the direction indicated for each of such stop intersections. Such exhibit is incorporated for all purposes as if written wholly herein but shall be designated as “Appendix B Stop Signs” of this Code.”

SECTION TWO:

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 9th day of September, 2013.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas on the second and last reading this the _____ day of _____, 2013.

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego
City Attorney

EXHIBIT A

1. At SE corner of intersection at FM 1765 and Vauthier Road, stopping N bound traffic on Vauthier Road.
2. At SE corner of intersection at FM 1765 and Westward Ave., stopping N bound traffic on Westward Ave.
3. At SE corner of intersection at FM 1765 and Lake Road, stopping N bound traffic on Lake Road.
4. At SE corner of intersection at FM 1765 and Bayou Road, stopping N bound traffic on Bayou Road.
5. At SE corner of intersection at FM 1765 and Ave. C., stopping N bound traffic on Ave. C.
6. At SW corner of intersection at First St. and Ave. C., stopping E. bound traffic on First St.
7. At SE corner of intersection at FM 1765 and Ave. D, stopping N bound traffic on Ave. D.
8. At SE corner of intersection at FM 1765, and Cedar Drive, stopping N bound traffic on Cedar Drive.
9. At SE corner of intersection at FM 1765 and Ross Ave., stopping N bound traffic on Ross Ave.
10. At NE corner of intersection at Wisteria and Winding Way, stopping W bound traffic on Wisteria.
11. At SW corner of intersection at Wisteria and Winding Way, stopping E bound traffic on Wisteria.
12. At NE corner of intersection at Wisteria and Cedar Drive, stopping W bound traffic on Wisteria.
13. At NE corner of intersection at Oak Ave. and First St., stopping W bound traffic on First St.
14. At NE corner of intersection at SH #3 and First St., stopping W bound traffic on First St.
15. At SW corner of intersection at SH #3 and First St., stopping E bound traffic on First St.
16. At SW corner of intersection at Second St. and SH #3, stopping E bound traffic on Second St.
17. At NW corner of intersection at Laurel Ave. and first St., stopping S bound traffic on Laurel Ave.
18. At SE corner of intersection at Laurel Ave. and First St., stopping N bound traffic on Laurel Ave.
19. At NE corner of intersection at First St. and Bayou Road, stopping W bound traffic on First St.
20. At SW corner of intersection at First St. and Bayou Road, stopping E bound traffic on First St.
21. At NE corner of intersection at Laurel Ave. and Yupon Drive, stopping W bound traffic on Yupon Drive.
22. At SW corner of intersection at Laurel Ave. and Yupon Drive, stopping E bound traffic on Yupon Drive.
23. At SW corner of intersection at Yupon Drive and SH #3, stopping E. bound traffic on Yupon.
24. At NE corner of intersection at Cedar Drive and Oak Ave., stopping W bound traffic on Cedar Drive.
25. At SW corner of intersection at Cedar Drive and SH #3, stopping E bound traffic on Cedar Drive.
26. At SE corner of intersection at Laurel Ave. and Cedar Drive, stopping N bound traffic on Laurel Ave.
27. At NW corner of intersection at Laurel Ave. and Cedar Drive, stopping S bound traffic on Laurel Ave.
28. At NW corner of intersection at Cedar Drive and Bayou Road, stopping S bound traffic on Bayou Road.
29. At SE corner of intersection at Cedar Drive and Bayou Road, stopping N bound traffic on Bayou Road.
30. At NW corner of intersection at Cedar Drive and Lake Road, stopping S bound traffic on Lake Road.
31. At SE corner of intersection at Cedar Drive and Lake Road, stopping N bound traffic on Lake Road.
32. At SE corner of intersection at Cedar Drive and Westward, stopping S bound traffic on Westward Avenue.
33. At NW corner of intersection at Cedar Drive and Westward Road, stopping N bound traffic on Westward Road.
34. At NW corner of intersection at U.S. Highway 75 and Newman Road, stopping S bound traffic on Newman Road.
35. At NW corner of intersection at U.S. Highway 75 and Newman Road, stopping S bound traffic on Newman Road.

36. At SE corner of intersection at Service Road adjacent to U.S. 75 and Farm Road 1765, stopping N bound traffic on Service Road.
37. At SE corner of intersection of Farm Road 1765 and Newman Road, stopping N bound traffic on Newman Road.
38. At NW corner of intersection of Fairwood Road and Main Street, stopping S bound traffic on Fairwood Road.
39. At SE corner of intersection of Main Street and Fairwood Road, stopping N bound traffic on Fairwood Road.
40. At SE corner of Clark Drive and Main Street, stopping N bound traffic on Clark Drive.
41. At NW corner of intersection of Main Street and Westward Road, stopping S bound traffic on Westward.
42. At SE corner of intersection of Main Street and Westward, stopping N bound traffic on Westward.
43. At NW corner of intersection of Westward Road and U.S. 75, stopping S bound traffic on Westward.
44. At NE corner of intersection of Grebb Street and U.S. 75, stopping W bound traffic on Grebb Street.
45. At SW corner of intersection of Main Street and U.S. 75, stopping E bound traffic on Main Street.
46. At NW corner of intersection of Lake Road and U.S. 75, stopping S bound traffic on Lake Road.
47. At NE corner of intersection of Lake Road and Service Road, stopping W bound traffic on Service Road.
48. At SE corner of intersection of U.S. #75 and Lake Road, stopping N bound traffic on Lake Road.
49. At SE corner of intersection of Main Street and Franklin, stopping N bound traffic on Franklin.
50. At NW corner of intersection of Main Street and Bayou Road, stopping S bound traffic on Bayou Road.
51. At NW corner of intersection of Lake Road and Magnolia, stopping S bound traffic on Lake Road.
52. At SW corner of intersection of Lake Road and Magnolia, stopping E bound traffic on Magnolia.
53. At NE corner of intersection of Lake Road and Magnolia, stopping W bound traffic on Magnolia.
54. At SE corner of intersection of Lake Road and Magnolia, stopping N bound traffic on Lake Road.
55. At SE corner of intersection of Bayou Road and Magnolia, stopping E bound traffic on Magnolia.
56. At NE corner of intersection of Bayou Road and Magnolia, stopping W bound traffic on Magnolia.
57. At NW corner of intersection of Bayou Road and Magnolia, stopping S bound traffic on Bayou Road.
58. At SE corner of intersection of Bayou Road and Magnolia, stopping N bound traffic on Bayou Road.
59. At NE corner of intersection of Bayou Road and Scott Ave., stopping W bound traffic on Scott.
60. At SW corner of intersection of Scott and Bayou Road, stopping E bound traffic on Scott.
61. At SW corner of intersection of Howell and Magnolia, stopping E bound traffic on Magnolia.
62. At NE corner of intersection of Ross and Howell, stopping W bound traffic on Ross.
63. At NE corner of intersection of Scott and Howell, stopping W bound traffic on Scott.
64. At SW corner of intersection of Scott and Howell, stopping E bound traffic on Scott.
65. At NW corner of intersection of Main Street and Howell, stopping S bound traffic on Howell.
66. At NW corner of intersection of Main Street and Laurel, stopping S bound traffic on Laurel.
67. At SE corner of intersection of Fourth St., and S.H. # 3, stopping N bound traffic on Fourth.
68. At SW corner of intersection of Hwy. # 3 and Main St., stopping E bound traffic on Main.
69. At NE corner of intersection of Main St., and Hwy. # 3, stopping W bound traffic on Main.
70. At NW corner of intersection of Oak Ave. and Main St., stopping S bound traffic on Oak.

EXHIBIT A

71. At SW corner of intersection of Hwy. #3 and Larcom, stopping E bound traffic on Larcom.
72. At SW corner of intersection of Hwy. #3 and Ross, stopping E bound traffic on Ross.
73. At NE corner of intersection of Hwy. #3 and Ross, stopping W bound traffic on Ross.
74. At SE corner of intersection of Ross and Oak, stopping N bound traffic on Oak.
75. At SE corner of intersection of Ross and Laurel, stopping N bound traffic on Laurel.
76. At NW corner of intersection of Ross and Laurel, stopping S bound traffic on Laurel.
77. At SW corner of intersection of Laurel and Holly, stopping E bound traffic on Holly.
78. At NE corner of intersection of Laurel and Holly, stopping W bound traffic on Holly.
79. At SW corner of intersection of Hwy. #3 and Holly, stopping E bound traffic on Holly.
80. At NE corner of intersection of Oak and Holly, stopping W bound traffic on Holly.
81. At NE corner of intersection of Hwy. #3 and Holly, stopping W bound traffic on Holly.
82. At NW corner of intersection of Ross and Maple, stopping S bound traffic on Maple.
83. At SE corner of intersection of Ross and Maple, stopping N bound traffic on Maple.
84. At NE corner of intersection of Shady Lane and Maple, stopping W bound traffic on Shady Lane.
85. At SW corner of intersection of Shady Lane and Maple, stopping E bound traffic on Shady Lane.
86. At SE corner of Durcux Road at intersection 1765, stopping N bound traffic.
87. At SE corner of Brown Dr. at intersection 1765, stopping N bound traffic.
88. At SE corner of Preston St. at intersection 1765, stopping N. bound traffic.
89. At SE corner of Union St. at intersection 1765, stopping N bound traffic.
90. At SE corner of Anita St. at intersection 1765, stopping N bound traffic.
91. At SE corner of Porter St. at intersection 1765, stopping N bound traffic.
92. At SE corner of Albert St. at intersection 1765, stopping N bound traffic.
93. At SE corner of Stewart St. at intersection 1765, stopping N bound traffic.
94. At SE corner of Johnson St. at intersection 1765, stopping N bound traffic.
95. At SE corner of Edgar St. at intersection 1765, stopping N bound traffic.
96. At SE corner of Carolyn St. at intersection 1765, stopping N bound traffic.
97. At SE corner of Windingway St. at intersection 1765, stopping N bound traffic.
98. At SE corner of Holman St. at intersection 1765, stopping N bound traffic.
99. At SE corner of Circle Dr. at intersection 1765, stopping N bound traffic.
100. At NE corner of Honeysuckle at intersection of Cedar, stopping W bound traffic.
101. At NE corner of Maple at intersection of Cedar, stopping W bound traffic.
102. At SW corner of Ave. A at intersection of Cedar, stopping S bound traffic.
103. At NW corner of Oak at intersection of Cedar, stopping S bound traffic.
104. At SE corner of Oak at intersection of Cedar, stopping N bound traffic.
105. At SE corner of Howell at intersection of Cedar, stopping N bound traffic.
06. At SE corner of Foreman at intersection of Cedar, stopping N bound traffic.

EXHIBIT A

107. At NW corner of Yupon at intersection of Cedar, stopping S bound traffic.
108. At NW corner of Cora at intersection of Cedar, stopping S bound traffic.
109. At NW corner of Lilac at intersection of Cedar, Stopping S bound traffic.
110. At NW corner of Roosevelt at intersection of Cedar, stopping S bound traffic.
111. At SE corner of Kirsten at intersection of Cedar, stopping N bound traffic.
112. At NW corner of Linden at intersection of Cedar, stopping S bound traffic.
113. At NW corner of Pirtle at intersection of Cedar, stopping S bound traffic.
114. At SE corner of Pirtle at intersection of Cedar, stopping N bound traffic.
115. At NW corner of Veronica at intersection of Cedar, stopping S bound traffic.
116. At SE corner of Veronica at intersection of Cedar, stopping N bound traffic.
117. At NE corner of Cedar at Vauthier intersection, stopping W bound traffic.
118. At SW corner of Cedar at Vauthier intersection, stopping E bound traffic.
119. At NE corner of Cedar at Service Rd. intersection, stopping E bound traffic.
120. At SW corner of Little at Bayou intersection, stopping E bound traffic.
121. At SW corner of Lenz at Bayou intersection, stopping E bound traffic.
122. At NE corner of Oleander at Bayou intersection, stopping W bound traffic.
123. At NE corner of Newman at Bayou intersection, stopping W bound traffic.
124. At SW corner of Evergreen at Bayou intersection, stopping E bound traffic.
125. At NE corner of Laura at Bayou intersection, stopping E bound traffic.
126. At NE corner of Laurel at Bayou intersection, stopping E bound traffic.
127. At SW corner of Petroleum at Bayou intersection, stopping W bound traffic.
128. At NE corner of 3rd Street at Bayou intersection, stopping W bound traffic.
129. At NE corner of Park at Bayou intersection, stopping W bound traffic.
130. At SW corner of Nashby at Bayou intersection, stopping E bound traffic.
131. At SE corner of Scott at Laurel intersection, stopping E bound traffic.
132. At NW corner of 4th St. at Main intersection, stopping S bound traffic.
133. At NW corner of Palm at Main intersection, stopping S bound traffic.
134. At SE corner of Palm at Main intersection, stopping N bound traffic.
135. At NW corner of Pessaria at Main intersection, stopping S bound traffic.
136. At NW corner of Jeridona at Main intersection, stopping S bound traffic.
137. At NW corner of Newman at Main intersection, stopping S bound traffic.
138. At SE corner of Newman at Service Road intersection, stopping N bound traffic.
139. At SW corner of Kirby at Service Road intersection, stopping E bound traffic.
140. At NE corner of Meadow Ln. at Lake Road intersection, stopping W bound traffic.
141. At NE corner of Pecos at Lake Road intersection, stopping W bound traffic.
142. At SE corner of Elmo at First St. intersection, stopping N bound traffic.
143. At NW corner of Shell at First St. intersection, stopping S bound traffic.
144. At SE corner of Ave. A at First St. intersection, stopping N bound traffic.
145. At SE corner of Ave. B at First St. intersection, stopping N bound traffic.

146. At NW corner of Corclyn at First St. intersection, stopping S bound traffic.
147. At NW corner of Oak at Ross intersection, stopping S bound traffic.
148. At SW corner of Pear at Hwy. #3 intersection, stopping E bound traffic.
149. At NE corner of 4th at Hwy. #3 intersection, stopping N bound traffic.
150. At NE corner of 3rd Ave. at Plum intersection, stopping W bound traffic.
151. At SW corner of 3rd Ave. at Plum intersection, stopping E bound traffic.
152. At NE corner of 5th at Apricot intersection, stopping W bound traffic.
153. At SW corner of 5th at Apricot intersection, stopping E bound traffic.
154. At NE corner of Holly at Maple intersection, stopping W bound traffic.
155. At SW corner of Holly at Maple intersection, stopping E bound traffic.
156. At SW corner of Municipal at Howell intersection, stopping E bound traffic.
157. At NE corner of Scott at Palm intersection, stopping W bound traffic.
158. At SW corner of Scott at Palm intersection, stopping E bound traffic.
159. At NW corner of Foreman at Magnolia intersection, stopping S bound traffic.
160. At NE corner of Magnolia at Service Road intersection stopping W bound traffic.
161. At SW corner of Mc Arthur at Westward intersection, stopping E bound traffic.
162. At NE corner of Patricia at Westward intersection, stopping W bound traffic.
163. Item 152 at NE corner of 5th at Apricot deleted by action of the City Council taken February 25, 1964.
 Approved *[Signature]* Chief of Police
 Certified to by *[Signature]* City Clerk
164. At NW corner of 5th at Apricot for traffic moving South, added by City Council action taken on February 25, 1964.
165. Item 153 at SW corner of 5th at Apricot deleted by action of the City Council taken February 25, 1964.
 Approved *[Signature]* Chief of Police
 Certified to by *[Signature]* City Clerk
166. At the SE corner of 5th and Apricot stopping North bound traffic added by City Council action taken on February 25, 1964.
167. At NW corner of intersection at Laurel Ave. and First St., item No. 17, deleted by action of City Council taken January 8, 1968.
168. At SE corner of intersection at Laurel Ave. and First St., item No. 18, deleted by action of City Council taken January 8, 1968.
169. At NW corner of intersection at Cedar Drive and Bayou Road, item No. 28, deleted by action of City Council taken January 8, 1968.
170. At SE corner of intersection at Cedar Drive and Bayou, item No. 29, deleted by action of City Council taken January 8, 1968.
171. At NW corner of intersection at Cedar Drive and Lake Road, item No. 30, deleted by action of City Council taken January 8, 1968.
172. At SE corner of intersection at Cedar Drive and Lake Road, item No. 31, deleted by action of City Council taken January 8, 1968.
173. At SW corner of Jackson at Lake intersection, stopping E bound traffic added by City Council action taken January 8, 1968.
173. At NE corner of Jackson at Lake intersection, stopping W. bound traffic added by City Council action taken January 8, 1968.
- Items 167 through 173 approved *[Signature]* Chief of Police
 Certified to by *[Signature]* City Clerk
174. At SE corner of Duroux and McKinney Extension, stopping N. bound traffic - added by City Council action taken August 26, 1968.
175. At NW corner of Duroux and McKinney Extension, stopping S. bound traffic - added by City Council action taken August 26, 1968.

176. At SW corner of Duroux and McKinney Extension, stopping E bound traffic - added by City Council action taken August 26, 1968.

Items 174 through 176 approved H. L. Feagle Chief of Police
Certified to by Lenan W. Helton City Clerk

177. AT SE corner of Avenue C and Second Street, stopping W bound traffic - added by City Council action taken December 11, 1968.

178. At SW corner of Avenue C and Second Street, stopping E bound traffic - added by City Council action taken December 11, 1968.

179. AT NE corner of Avenue C and Second Street, stopping S bound traffic - added by City Council action taken December 11, 1968.

180. At NW corner of Avenue C and Second Street, stopping N bound traffic - added by City Council action taken December 11, 1968.

Items 177 through 180 approved H. L. Feagle Chief of Police
Certified to by Lenan W. Helton City Clerk

181. At NE corner of Cedar Drive and Westward, stopping W bound traffic - added by City Council action taken August 24, 1970.

182. At SW corner of Cedar Drive and Westward, stopping E bound traffic - added by City Council action taken August 24, 1970.

Items 181 and 182 approved Shalter Feagle Chief of Police
Certified to by Lenan W. Helton City Clerk

183. At the center line of Magnolia at its intersection with Forman Street, stopping E bound traffic - added by City Council action taken September 14, 1970.

Item 183 approved Shalter Feagle Chief of Police
Certified to by Lenan W. Helton City Clerk

- At NE corner of Burnett and Houston Dr. S. stopping N. bound traffic - added by City Council action taken September 28, 1970.

Item 184 approved Shalter Feagle Chief of Police
Certified to by Lenan W. Helton City Clerk

185. At NE corner of McKinney and Vauthier Road stopping W. bound traffic - added by City Council action taken November 9, 1970.

186. At NW corner of McKinney and Vauthier Road stopping S bound traffic - added by City Council action taken November 9, 1970.

187. AT SE corner of Vauthier and McKinney stopping N bound traffic - added by City Council action taken November 9, 1970.

Items 185 through 187 approved Shalter Feagle Chief of Police
Certified to by Lenan W. Helton City Clerk

- 188. At SE corner of Lamar and Houston Drive North stopping N bound traffic - added by * Council action taken November 23, 1970.
- 189. At NW corner of Lamar and Houston Drive North stopping S bound traffic - added by * Council action taken November 23, 1970.
- 190. At NW corner of Bonham and Lamar stopping S bound traffic - added by Council action taken November 23, 1970.
- 191. At SE corner of Bonham and Lamar stopping N bound traffic - added by Council action November 23, 1970.
- 192. At NE corner of Houston Dr. S. and Magnolia stopping W bound traffic - added by Council action taken November 23, 1970.
- 193. At SW corner of Houston Dr. S. and Magnolia stopping E bound traffic - added by Council action taken November 23, 1970.

Items 188 through 193 approved Walter Feigle Chief of Police
 Certified to by Loran W. Helton City Clerk

- 194. At SW corner of Oak and Holly stopping E bound traffic - deleted by Council action taken January 25, 1971.
- 195. At SE corner of Oak and Holly stopping N bound traffic - added by Council action taken January 25, 1971.
- 196. AT NW corner of Oak and Holly stopping S bound traffic - added by Council action taken January 25, 1971.

Items 194 through 196 approved Walter Feigle Chief of Police
 Certified to by Loran W. Helton City Clerk

- 197. At NW corner of Houston Drive West and Fannin stopping S bound traffic - added by Council action taken March 26, 1973.
- 198. At SE corner of Houston Drive West and Fannin stopping N bound traffic - added by Council action taken March 26, 1973.
- 199. At NE corner of Fannin and Westward stopping W bound traffic - added by Council action taken March 26, 1973.
- 200. At NW corner of Crockett Drive West and Fannin stopping S bound traffic - added by Council action taken March 26, 1973.
- 201. At SE corner of Crockett Drive West and Fannin stopping N bound traffic - added by Council action taken March 26, 1973.
- 202. At SW corner of Fannin at Lamar stopping E bound traffic - added by Council action taken March 26, 1973.
- 203. At NW corner of Magnolia at Lamar stopping S bound traffic - added by Council action taken March 26, 1973.
- 204. At NW corner of Crockett Drive West and Magnolia stopping S bound traffic - added by Council action taken March 26, 1973.
- 205. At SE corner of Crockett Drive West and Magnolia stopping N bound * traffic - added by Council action taken March 26, 1973.
- 206. At SW corner of McKinney and Westward stopping E bound traffic - added by Council action taken March 26, 1973.

207. At NE corner of Holly and Howell stopping W bound traffic - added by Council action taken March 26, 1973.

Items 197 through 206 approved Walter L. Feigle Chief of Police
Certified to by Loran W. Keaton City Clerk

- 208 At NW corner of Lilac and First stopping W bound traffic - added by Council action taken November 12, 1973.
- 209 At SE corner of Lilac and First stopping E bound traffic - added by Council action taken November 12, 1973.
- 210 At N corner of Holman and Stewart stopping N bound traffic - added by Council action taken November 12, 1973.
- 211 At S corner of Holman and Stewart stopping S bound traffic - added by Council action taken November 12, 1973.
- 212 At E corner of Holman and Stewart stopping E bound traffic - added by Council action taken November 12, 1973.
- 213 At W corner of Holman and Stewart stopping W bound traffic - added by Council action taken November 12, 1973.

Items 208 through 213 approved Walter L. Feigle Chief of Police
Certified to by Pat Brooks City Clerk

- 214 At S.E. and N.W. corners to stop traffic on Pirtle (Pirtle and Jackson - added by Council action taken June 14, 1976
- 215 At corner of Montgomery and 12th Avenue stopping traffic on 12th Avenue - added by Council action taken June 23, 1976

ITEMS 214-215 APPROVED Walter L. Feigle, CHIEF OF POLICE
CERTIFIED TO BY Pat Brooks, CITY CLERK.

- 216 On I.H. 45 at Cedar Drive and Vauthier Road added by Council action taken September 13, 1976
- 217 At Jackson and Roosevelt - added by Council action taken September 13, 1976

ITEMS 216-217 APPROVED Walter L. Feigle, CHIEF OF POLICE
CERTIFIED BY Pat Brooks, CITY CLERK.

- 218 A three-way stop on Avenue "A" (one stopping North bound traffic on Avenue "A" at 2nd Street, one stopping 2nd Street traffic at Avenue "A", and one stopping South bound traffic on Avenue "A" at 2nd Street). - added by Council action taken June 27, 1977

ITEM 218 APPROVED Walter L. Feigle CHIEF OF POLICE
CERTIFIED BY Philip R. Brooks CITY CLERK

219. On Austin at Magnolia and on Bowie at Houston Drive North per City Council action of March 13, 1978
ITEM #219 APPROVED BY: Walter Zeigle, Chief of Police
CERTIFIED BY: Paul P. Moore, City Clerk
220. Change stop signs at intersection of Petroleum and Edgar from East/West bound to North/South bound per City Council action of July 24, 1978
ITEM #220 APPROVED BY: Walter Zeigle, Chief of Police
CERTIFIED BY: Paul P. Moore, City Clerk
221. Install stop signs on Magnolia (East and West) at Foreman and paint stop on the street in both cases per City Council action on December 11, 1978
ITEM #221 APPROVED BY: Walter Zeigle, Chief of Police
CERTIFIED BY: William R. Raper, City Clerk
222. Install stop signs (see attached Exhibit), as per City Council action on May 14, 1979.
ITEM # 222 APPROVED BY: Walter Zeigle, Chief of Police
CERTIFIED BY: William R. Raper, City Clerk
223. Install a three way stop sign and yellow posts at Dalian and Norman, as per City Council action on September 12, 1983.
ITEM #223 APPROVED BY: Richard O. Quinn, Chief of Police
CERTIFIED BY: Carol L. McEnroe, City Clerk
224. Install stop signs on First at First and Lilac, on Garrett at Garrett and Newman, and four way stop signs at Cedar and Laurel, as per Council action on November 11, 1991.
ITEM #224 APPROVED BY: Paul E. Leonard, Chief of Police
CERTIFIED BY: Carol L. McEnroe, City Clerk

225. Remove stop sign on Magnolia and leave the stop sign on Foreman, as per City Council action on December 9, 1996.

Item # 225 Approved by _____, Chief of Police
 Certified by _____, City Clerk

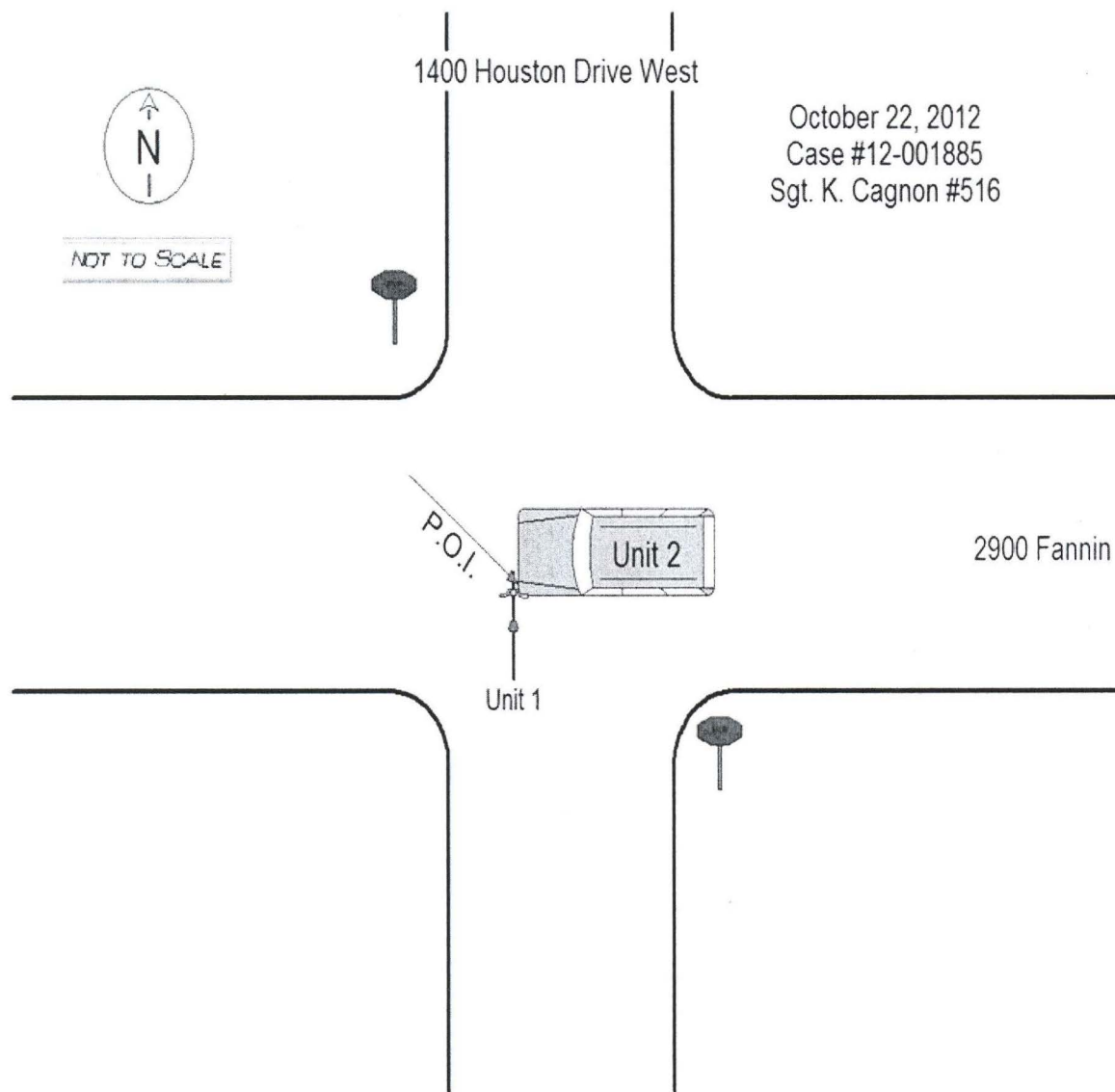
226. Install a four-way stop sign at 3rd Avenue and Banana, as per City Council action on May 12, 1997

Item #226 Approved by _____, Chief of Police
 Certified by _____, City Clerk

227. Install a four-way stop sign at Fannin and Houston Drive West, as per City Council action on _____, ____, 2013.

Item #227 Approved by _____, Chief of Police
 Certified by _____, City Clerk

DIAGRAM



October 22, 2012
Case #12-001885
Sgt. K. Cagnon #516



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
 Prepared by: Ana Tims
 Department: Development Services

Agenda item: 9a
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a final plat, including utility layouts, and revised general plan for Painted Meadows Subdivision, Section 3.

☒ Attachments for reference

1. Proposed final plat as presented by Costello Engineering and approved by the Planning and Zoning Commission.
2. Letter of recommendation from Planning & Zoning Commission
3. Letter of request for approval of the plat from Costello Engineering.
4. Minutes from the Regular September 10, 2013- Planning and Zoning Meeting

Staff Briefing: Include information to the agenda item

- On September 10, 2013 the Planning and Zoning Commission approved a proposed final plat, including utility layouts, and revised general plan for Painted Meadows, Section 3.

History:

Target Implementation:

Significant Action Dates:

- **September 10, 2013** - Planning and Zoning Commission approved a final plat, including utility layouts, and revised general plan for Painted Meadows Subdivision, Section 3 and recommended forwarding to City Council for consideration and approval.

Action:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Final plat for Painted Meadows Subdivision, Section 3 | |

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

Staff's Recommendation: Motion to approve a final plat, including utility layouts, and revised general plan for Painted Meadows Subdivision, Section 3.

Fiscal Impact: N/A



1111 Bayou
La Marque, Texas 77568
409.938.9203

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

September 17, 2013

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

Dear Mayor and City Council:

On September 10, 2013 the Planning and Zoning Commission voted 4 to 0 to approve a proposed Final Plat including utility layouts and revised general plat for Painted Meadows Section Three. for the sales.

The Planning and Zoning Commission would like to recommend for consideration approving the proposed Final Plat of Painted Meadows, Section Three at the next City Council meeting.

Thank you,

Dickey Stanley
Chairman, Planning and Zoning Commission

August 13, 2013

City of La Marque
Planning Commission
1111 Bayou Road
La Marque, TX. 77568-4299

Re: Castlerock Communities, LP
Painted Meadows Section 3 - Preliminary Plat
CI Job No. 2012027-35

Dear Planning Commission:

We have attached a preliminary plat, one line utility layouts and a revised general plan for Painted Meadows Section 3. We are working on the construction plans for the water, sewer, drainage, and paving improvements for this section and will have a review set to you by the end of next week.

The typical lot size shown on the preliminary plat is 55'x 110' or approximately 5,500 square feet per lot. One of the lots has less than 5,500 square feet, however, we plan to adjust the side lot line to increase the area of that lot to at least 5,500 square feet. The table attached to this letter shows the area of each lot in square feet. Please note that the front building set back is 25 feet along the streets and 20 feet in the cul-de-sacs. The rights-of-way are 60 feet wide and the cul-de-sac radii is 50 feet.

We respectfully request that the Planning and Zoning Commission consider a variance to the minimum lot size and approval of the preliminary plat at their next meeting. The builder's houses are 35 feet wide leaving a distance between the houses of approximately 15 feet. Please call if you have any questions or need any additional information before the meeting

Sincerely,
Costello, Inc.



Jon R. VanderWilt, P.E.

cc: Mr. Kirk Breitenwischer - Castlerock Communities, LP
Mr. Kenneth F. Belanger - Friendship Cottage
Mr. Randy Hall - Sonrisa Development, LLC

Painted Meadows Section 3 Lot Areas

August 2013

Block	Lot	Area (SF)
1	1	5,575
1	2	5,575
1	3	5,575
1	4	5,575
1	5	5,575
1	6	5,575
1	7	5,575
1	8	5,575
2	1	5,828
2	2	6,594
2	3	5,931
2	4	5,514
2	5	5,514
2	6	5,514
2	7	5,514
2	8	5,514
2	9	5,514
2	10	5,514
2	11	5,514
2	12	5,906
3	1	5,750
3	2	5,750
3	3	5,750
3	4	5,750
3	5	5,750
3	6	5,750
3	7	5,750
3	8	5,750
3	9	5,750
3	10	5,750
3	11	5,750
3	12	5,750
3	13	5,750
3	14	5,358
3	15	13,352
3	16	7,235
3	17	5,856
3	18	5,946
3	19	5,946
3	20	6,361
4	1	6,553
4	2	5,756

Block	Lot	Area (SF)
4	3	5,756
4	4	5,756
4	5	5,756
4	6	5,756
4	7	5,756
4	8	5,756
4	9	5,756
4	10	5,756
4	11	5,756
4	12	5,756
4	13	6,192
4	14	6,192
4	15	5,869
5	1	6,052
5	2	5,575
5	3	5,575
5	4	5,575
5	5	5,575
5	6	5,575
5	7	5,575
5	8	5,575
5	9	5,575
5	10	6,049

Largest Lot: 13,352

Smallest Lot: 5,358

August 13, 2013

City of La Marque
Planning Commission
1111 Bayou Road
La Marque, TX. 77568-4299

Re: Castlerock Communities, LP
Painted Meadows Section 3 – Preliminary Plat
CI Job No. 2012027-35

Dear Planning Commission:

We have attached a preliminary plat, one line utility layouts and a revised general plan for Painted Meadows Section 3. We are working on the construction plans for the water, sewer, drainage, and paving improvements for this section and will have a review set to you by the end of next week.

The typical lot size shown on the preliminary plat is 55'x 110' or approximately 5,500 square feet per lot. One of the lots has less than 5,500 square feet, however, we plan to adjust the side lot line to increase the area of that lot to at least 5,500 square feet. The table attached to this letter shows the area of each lot in square feet. Please note that the front building set back is 25 feet along the streets and 20 feet in the cul-de-sacs. The rights-of-way are 60 feet wide and the cul-de-sac radii is 50 feet.

We respectfully request that the Planning and Zoning Commission consider a variance to the minimum lot size and approval of the preliminary plat at their next meeting. The builder's houses are 35 feet wide leaving a distance between the houses of approximately 15 feet. Please call if you have any questions or need any additional information before the meeting

Sincerely,
Costello, Inc.



Jon R. VanderWilt, P.E.

cc: Mr. Kirk Breitenwischer – Castlerock Communities, LP
Mr. Kenneth F. Belanger – Friendship Cottage
Mr. Randy Hall – Sonrisa Development, LLC

Painted Meadows Section 3 Lot Areas

August 2013

Block	Lot	Area (SF)
1	1	5,575
1	2	5,575
1	3	5,575
1	4	5,575
1	5	5,575
1	6	5,575
1	7	5,575
1	8	5,575
2	1	5,828
2	2	6,594
2	3	5,931
2	4	5,514
2	5	5,514
2	6	5,514
2	7	5,514
2	8	5,514
2	9	5,514
2	10	5,514
2	11	5,514
2	12	5,906
3	1	5,750
3	2	5,750
3	3	5,750
3	4	5,750
3	5	5,750
3	6	5,750
3	7	5,750
3	8	5,750
3	9	5,750
3	10	5,750
3	11	5,750
3	12	5,750
3	13	5,750
3	14	5,358
3	15	13,352
3	16	7,235
3	17	5,856
3	18	5,946
3	19	5,946
3	20	6,361
4	1	6,553
4	2	5,756

Block	Lot	Area (SF)
4	3	5,756
4	4	5,756
4	5	5,756
4	6	5,756
4	7	5,756
4	8	5,756
4	9	5,756
4	10	5,756
4	11	5,756
4	12	5,756
4	13	6,192
4	14	6,192
4	15	5,869
5	1	6,052
5	2	5,575
5	3	5,575
5	4	5,575
5	5	5,575
5	6	5,575
5	7	5,575
5	8	5,575
5	9	5,575
5	10	6,049

Largest Lot: 13,352

Smallest Lot: 5,358

STATE OF TEXAS }
COUNTY OF GALVESTON }

We, PAINTED MEADOWS 1764 LTD. AND LM INVESTMENTS, LLC, owners of the property subdivided in the above and foregoing map of Painted Meadows Section Three, do hereby make subdivision of said property according to the lines, streets, lots, alleys, parks, building lines, and easements therein shown, and designate said subdivision as Painted Meadows Section Two in the J.R. Pace Survey in Galveston County, Texas and dedicate the streets, alleys, parks, and easements shown thereon forever. There is also dedicated for utilities an unobstructed aerial easement from a plane sixteen feet above the ground upward located adjacent to utility easements designated with aerial easement.

This is to certify that we, CASTLEROCK COMMUNITIES, LP., have complied with or will comply with the existing regulations heretofore on file and adopted by the City of La Marque in Galveston County, Texas.

WITNESS our hand in La Marque, Galveston County, Texas, this ____ day of _____, 2013.

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2013.

_____, Notary Public
State of Texas
My Commission Expires _____

STATE OF TEXAS }
COUNTY OF GALVESTON }

We, Texas State Bank, owners and holders of a lien against the property described in the plat known as Painted Meadows Section Three, said lien being evidenced by instrument of record at Clerks File No. _____ of the Deed of Records of Galveston County, Texas, do hereby in all things subordinate to said plat said lien, and we hereby confirm that we are present owners of said lien and have not assigned the same nor any part thereof.

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2013.

_____, Notary Public
State of Texas
My Commission Expires _____

This is to certify that I, David E. Hunt, a Registered Professional Land Surveyor for the State of Texas have plotted the above subdivision from an actual survey made on the ground, and that all corners have been properly marked.

David E. Hunt, RPLS
Tex. Reg. No. 5158

STATE OF TEXAS }
COUNTY OF GALVESTON }

This is to certify that the Planning Commission of the City of La Marque, Galveston County, has approved this plat and subdivision of Painted Meadows Section Three, as shown thereon.

In testimony whereof witness the official signature of the Chairman and Secretary of the Planning Commission of the City of La Marque, Galveston County, Texas, this ____ day of _____, 2008.

_____, Chairman

_____, City Planner

APPROVED BY LA MARQUE CITY COUNCIL THIS ____ DAY OF _____, 2013.

_____, Mayor

_____, City Secretary

STATE OF TEXAS }
COUNTY OF GALVESTON }

I, MARY ANN DAIGLE, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 2013, AT _____ O'CLOCK, __M., AND DULY RECORDED ON _____, 2013, AT _____ O'CLOCK, __M..

IN PLAT RECORD ____ MAP NUMBER _____, GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY AND DATE LAST ABOVE WRITTEN.

MARY ANN DAIGLE, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: _____

APPROVED BY THE GALVESTON COUNTY DRAINAGE DISTRICT No. 1

COMMISSIONER _____ DATE _____

COMMISSIONER _____ DATE _____

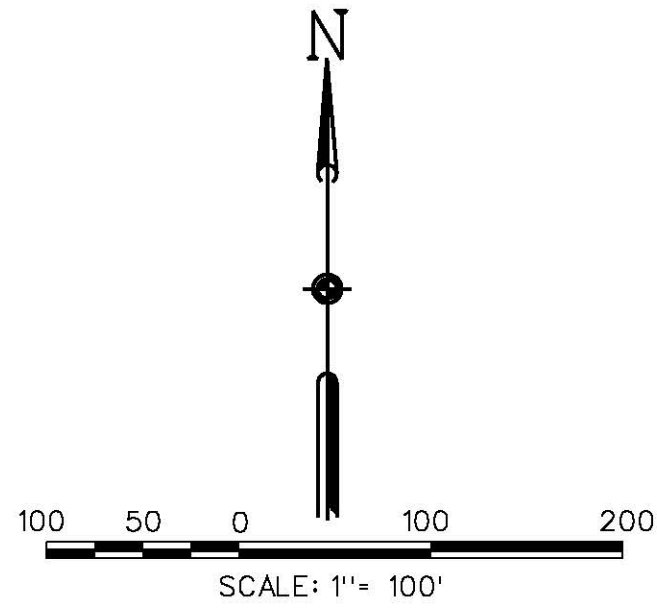
COMMISSIONER _____ DATE _____

NOTES:

1. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS ADJUT ADJACENT ACREAGE TRACTS, THE CONDITIONS OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED BY A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.

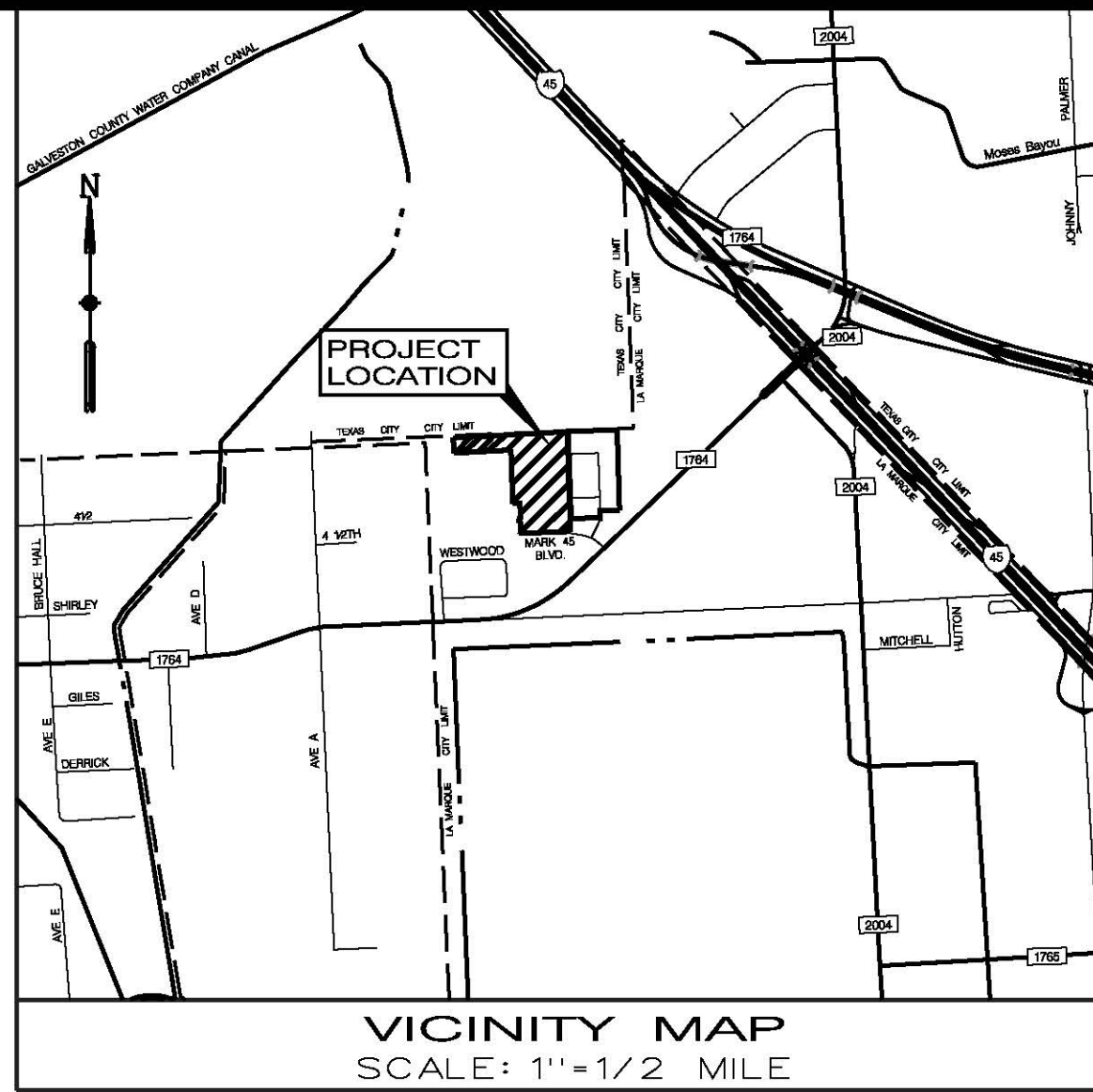
ABBREVIATIONS

B.L. INDICATES BUILDING LINE
U.E. INDICATES UTILITY EASEMENT
A.E. INDICATES AERIAL EASEMENT
S.S.E. INDICATES SANITARY SEWER EASEMENT
STM-S.E. INDICATES STORM SEWER EASEMENT
D.E. INDICATES DRAINAGE EASEMENT
W.L.E. INDICATES WATER LINE EASEMENT
G.C.M.R. INDICATES GALVESTON COUNTY MAP RECORDS
O.P.R.R.P.G.C.T. INDICATES OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY, TEXAS



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC." UNLESS OTHERWISE NOTED
- ⊙ FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED



VICINITY MAP
SCALE: 1"= 1/2 MILE

METES AND BOUNDS DESCRIPTION FOR 11.7946 ACRES

Being on 11.7946 acre tract of land located in the J. R. Pace Survey, A-161, Galveston County, Texas; said 11.7946 acre tract being a portion of a called 10,000 acre tract of land conveyed LM Investments, LLC as recorded in Clerk's File (C.F.) No. 2013045214 of the Official Public Records of Real Property of Galveston County, Texas (O.P.R.R.P.G.C.T.) and a portion of a called 45.6692 acre tract of land (Tract 2) conveyed to Painted Meadows 1764, LTD as recorded in C.F. No. 2003081914 of the O.P.R.R.P.G.C.T.; said 11.7946 acre tract also being out of Lots 1, 2, and 3 of Orchard Place First Addition to Hitchcock subdivision recorded in Volume 329, Page 462 of the Galveston County Deed Records; said 11.7946 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the west line of Painted Meadows Section Two, a subdivision recorded in Plat No. 2007A, Map 40 of the Galveston County Map Records):

Beginning of a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the northwest corner of said Painted Meadows Section Two, same being on the south line of a called 2,052.3761 acre tract of land conveyed to Lon/TEX, Ltd. as recorded C.F. No. 2000027987 of the O.P.R.R.P.G.C.T., the north line of said called 45.6692 acre tract, and the north line of said Lot 1 of Orchard Place First Addition to Hitchcock

Thence, with the west line of said Painted Meadows Section Two, the following three (3) courses and distances:

1. South 01 degrees 57 minutes 22 seconds East, a distance of 862.80 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
2. North 88 degrees 02 minutes 38 seconds East, a distance of 113.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
3. South 01 degrees 57 minutes 22 seconds East, a distance of 281.50 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the southwest corner of Lot 5, Block 5 and northwest corner of Lot 3, Block 5, both of aforesaid Painted Meadows Section Two;

Thence, leaving said west line and crossing aforesaid called 45.6692 and 10,000 acre tracts, the following ten (10) courses and distances:

4. South 88 degrees 07 minutes 06 seconds West, a distance of 400.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
5. North 01 degrees 57 minutes 22 seconds West a distance of 111.50 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
6. North 88 degrees 07 minutes 06 seconds East, a distance of 5.50 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
7. North 01 degrees 57 minutes 22 seconds West, a distance of 630.92 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
8. North 88 degrees 06 minutes 14 seconds East, a distance of 3.78 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. North 01 degrees 57 minutes 22 seconds West, a distance of 113.21 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
10. South 88 degrees 06 minutes 14 seconds West, a distance of 565.28 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. North 01 degrees 57 minutes 22 seconds West, a distance of 173.21 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
12. North 88 degrees 06 minutes 14 seconds East, a distance of 17.96 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
13. North 01 degrees 53 minutes 46 seconds West, a distance of 115.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the south line of aforesaid called 10,000 acre tract, the south line of aforesaid called 2,052.3761 acre tract, and north line of aforesaid Lot 3 of Orchard Place First Addition to Hitchcock;
14. Thence, with the north line of said called 10,000 acre tract, south line of said called 2,052.3761 acre tract, and north line of said Lot 3, North 88 degrees 06 minutes 14 seconds East, at a distance of 4.17 feet passing the northeast corner of said Lot 3 and northwest corner of aforesaid Lot 2 of Orchard Place First Addition to Hitchcock, continuing in a straight line a total distance of 594.71 feet to a 1/2-inch iron rod found for the northeast corner of said called 10,000 acre tract, northwest corner of aforesaid called 45.6692 acre tract, northeast corner of said Lot 2, and northwest corner of aforesaid Lot 1, both of said Orchard Place First Addition to Hitchcock;
15. Thence, with the north line of said called 45.6692 acre tract, south line of said called 2,052.3761 acre tract, and north line of said Lot 1, North 88 degrees 02 minutes 38 seconds East, a distance of 230.21 feet to the Point of Beginning and containing 11.7946 acres of land.

FINAL PLAT OF PAINTED MEADOWS SECTION THREE CONTAINING 11.7946 ACRES 65 LOTS AND IN 5 BLOCKS

LOCATED IN THE
J.R. PACE SURVEY, ABSTRACT-161
GALVESTON COUNTY, TEXAS

AUGUST, 2013

OWNERS:

LM INVESTMENTS, LLC
8888 DOUGLAS, SUITE 880
DALLAS, TX 75226
TELEPHONE (214) 788-4160 EXT.101

PAINTED MEADOWS 1764 LTD.
SOMRISA DEVELOPMENT LLC
3807 MARINA BAY DR., SUITE 880
LEAGUE CITY, TX 77676
TELEPHONE (281) 688-9800

ENGINEER/SURVEYOR:

Costello, Inc.
Engineering and Surveying
9990 Richmond Avenue, Suite 400
North Building
Houston, Texas 77042
(713) 783-7788 (713) 783-3580, Fax

NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	78.49	50.00	89°56'24"	N 48°55'34" W	70.87
C2	39.24	25.00	89°55'32"	S 48°55'08" E	35.33
C3	39.30	25.00	90°04'28"	S 43°04'52" W	35.38
C4	39.27	25.00	89°59'37"	N 43°02'28" E	35.35
C5	39.24	25.00	89°56'24"	N 48°55'34" W	35.34
C6	39.30	25.00	90°03'36"	S 43°04'28" W	35.37
C7	39.27	25.00	90°00'23"	N 48°57'34" W	35.36
C8	39.24	25.00	89°56'24"	N 48°55'34" W	35.34
C9	17.84	25.00	40°53'22"	S 89°29'19" W	17.47
C10	141.33	50.00	161°56'58"	N 42°02'28" W	98.76
C11	13.58	25.00	13°07'11"	S 72°32'38" W	13.41

NUMBER	DIRECTION	DISTANCE
L1	N 47°53'46" E	13.19
L2	N 88°07'06" E	5.50
L3	N 88°06'14" E	17.96
L4	N 01°53'46" W	115.00
L5	N 88°06'14" E	3.78

Call 1.639 Acres
Alpha Invesco Corp.
C.F. No. 2003081914
O.P.R.R.P.G.C.T.

PAINTED MEADOWS 1764, LTD.
CALL 45.6692 ACRES
C.F. No. 2003081914
O.P.R.R.P.G.C.T.
TRACT 2

Painted Meadows Section 3 Lot Areas

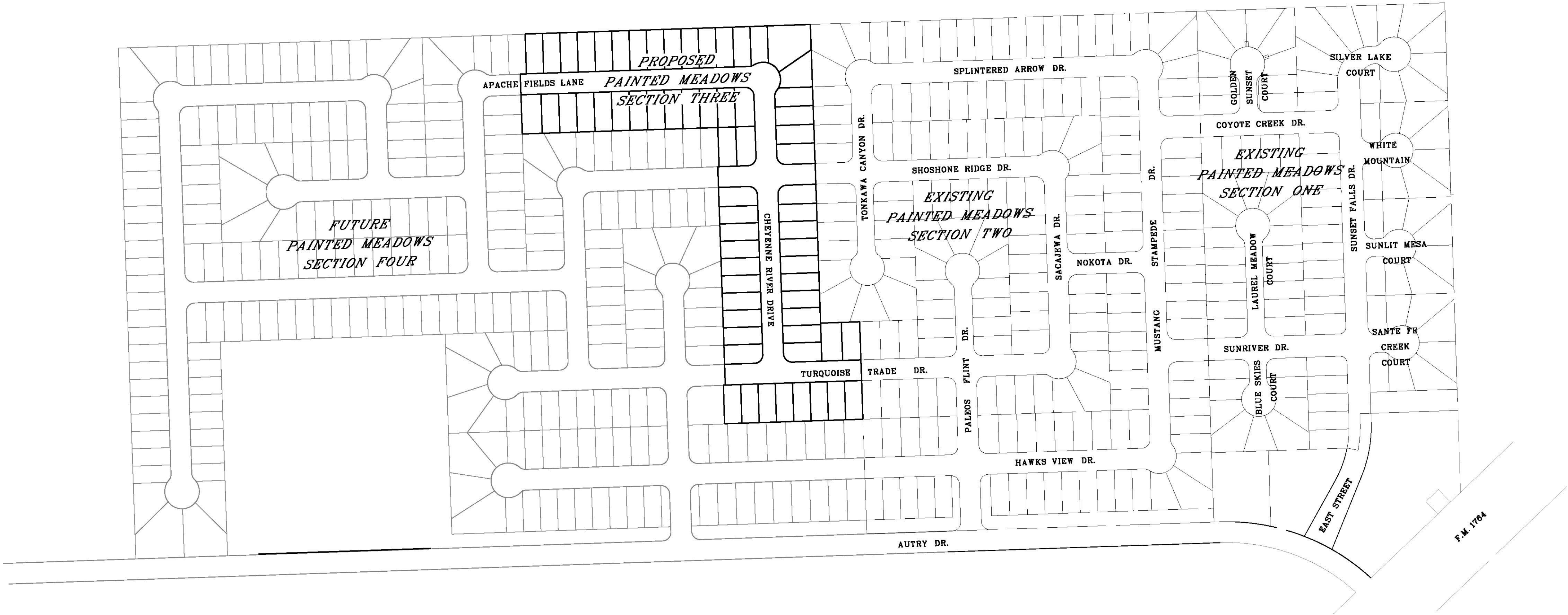
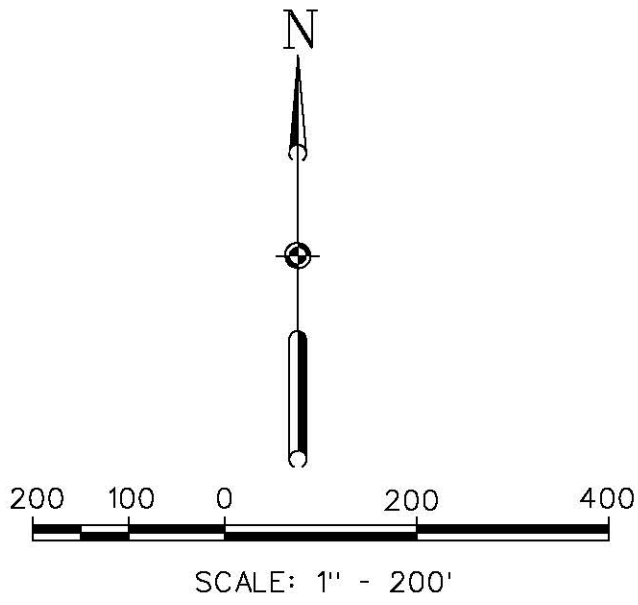
August 2013

Block	Lot	Area (SF)
1	1	5,575
1	2	5,575
1	3	5,575
1	4	5,575
1	5	5,575
1	6	5,575
1	7	5,575
1	8	5,575
2	1	5,828
2	2	6,594
2	3	5,931
2	4	5,514
2	5	5,514
2	6	5,514
2	7	5,514
2	8	5,514
2	9	5,514
2	10	5,514
2	11	5,514
2	12	5,906
3	1	5,750
3	2	5,750
3	3	5,750
3	4	5,750
3	5	5,750
3	6	5,750
3	7	5,750
3	8	5,750
3	9	5,750
3	10	5,750
3	11	5,750
3	12	5,750
3	13	5,750
3	14	7,381
3	15	11,329
3	16	7,234
3	17	5,856
3	18	5,946
3	19	5,946
3	20	6,361
4	1	5,821
4	2	5,822

Block	Lot	Area (SF)
4	3	5,822
4	4	5,822
4	5	5,822
4	6	5,822
4	7	5,822
4	8	5,822
4	9	5,822
4	10	5,822
4	11	5,822
4	12	5,822
4	13	6,192
4	14	6,192
4	15	5,869
5	1	6,052
5	2	5,575
5	3	5,575
5	4	5,575
5	5	5,575
5	6	5,575
5	7	5,575
5	8	5,575
5	9	5,575
5	10	6,049

Largest Lot: 11,329

Smallest Lot: 5,514



P:\PAINTED MEADOWS\Painted Meadows Sec 3 UNKLINKS PM SEC 3.DWG GENERAL PLAN.dwg
01/01/2013 3:57:27 PM

NO.	REVISION	DATE	BY

DESIGNED BY: _____
DESIGN CHECKED BY: _____
DRAWN BY: _____
COCO CHECKED BY: _____
SURVEY CHECKED BY: _____
QA/QC BY: _____ DATE: _____
QA/QC REVISIONS BY: _____



Engineering and Surveying
9990 Richmond Avenue, Suite 450
North Building
Houston, Texas 77042
(713) 783-7788 (713) 783-3580, Fax
TEXAS PE BOARD FIRM
REGISTRATION No. 280

PAINTED MEADOWS SECTION THREE

GENERAL PLAN

THIS DOCUMENT IS
INTENDED FOR INTERIM
REVIEW AND NOT
INTENDED FOR
CONSTRUCTION
PURPOSES
JON R. VANDERWILT
P.E. 50071
8/10/2013
8/10/2013

SHEET 1
OF 1 SHEETS
JOB NO. 2012027-03_031

[illegible]

THIS DOCUMENT IS
INTENDED FOR INTERIM
REVIEW AND NOT
INTENDED FOR
CONSTRUCTION
PURPOSES
JON R. VANDERWILT
P.E.50071
8/10/2013

CITY OF LA MARQUE - PAINTED MEADOWS SECTION THREE JOB NO. 20120227-03_031

[illegible]

Costello, Inc.

ONELINE UTILITY LAYOUT
65 LOTS, 5 BLOCKS

**PLANING AND ZONING COMMISSION
REGULAR MEETING
September 10, 2013**

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT:

Annette Callis
Dickey Stanley
Chris Colombo
Mike Casteline

ABSENT:

Norman Konneman

STAFF PRESENT:

Ellis Ortego, City Attorney
Ana Tims, Building Official
Mike Morgan, Public Works Director
Alex Getty, Economic Development Director

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 July 9, 2013.

Commissioner Colombo made a motion to approve the minutes. Commissioner Stanley seconded the motion and the motion passed unanimously.

5. CITIZENS PARTICIPATION

No one signed up to participate.

6. OLD BUSINESS

a. Discussion/Possible Action- Recommending an ordinance to city council to adopt regulations fee increase on abandonment requests of Right-of-Ways, Streets and real property owned by the city.

Commissioner Colombo asked City Attorney Ellis Ortego to clarify Section Two of the proposed ordinance. City Attorney Ellis Ortego stated that this clause was commonly called a savings clause and that it was standard in all ordinances, and has been placed there at the request of the City Manager.

Commissioner Callis asked for clarification on the ordinance. Building Official Ana Tims, with the assistance of Commissioner Colombo described the ordinance as a request for a fee increase related to requests of abandonments of Right-of-Ways, Streets and real property owned by the city.

Commissioner Castelline made a motion to recommend approval of an ordinance to City Council to adopt the regulations of fee increase on abandonment requests of Right-of-Ways, Streets and real property owned by the city. Commissioner Colombo seconded the motion and the motion passed unanimously.

7. NEW BUSINESS

a. Discussion/Possible Action - Action regarding proposed re-zone for properties described as Complete Legal Description including meter and bounds. (If the owner does not come to submit paperwork take off the agenda).

Building Official Ana Tims asked that this item be tabled.

b. Discussion/Possible Action- Action regarding proposed plat including utility layouts and revised general plat for Painted Meadows Section 3

Randy Hall was present to speak in reference to the proposed plat. Mr. Hall explained the history of the subdivision including the establishment of sections one and two, and the establishment of the PID. He informed the Commission that his intent is to continue the character of the neighborhood existing in the area at this time, and to continue with 50 foot frontage lots.

Commissioner Colombo stated that he has discussed the project extensively with Ron Crowder, and that he has no problem with the proposal.

Commissioner Castelline asked about the placement of the homes in the 50 foot frontage lots. Mr. Hall explained that this size lot is a part of what is out in the subdivision. He added that the setbacks will continue to be in compliance with Section 71-20 of our city ordinance, and that there is approximately 15 foot distance from one home to another. Mr. Hall also informed the Commission that the average home in this subdivision is 2,800 square feet, has three bedrooms and two baths with a two car garage. The average cost is \$145,000. Mr. Hall added that even through the housing crisis, homes are continuing to be built and sold, and there had been only been one foreclosure that they were aware of during the economic hardship of the prior years.

Commissioner Callis asked if there would be any yard in the property. Mr. Hall responded that there are several houses in existence in Sections One and Two, and all of them have adequate yards, which include room for accessory structures, and

some homes have swimming pools in the yards. Mr. Hall included that the residents in this subdivision take pride in their neighborhood.

Building Official Ana Tims informed the Commission that the approval of the proposed plat is not completely in line with section 71-20 of the city ordinance, however, this type of plat has been approved there in the past, and will continue the fluid character that exists in that location at this time.

Commissioner Colombo stated that he has been out in the neighborhood in the past, and the building quality is excellent. Commissioner Stanley asked what the distance will be from one home to another. Mr. Hall responded that the distance is approximately 15 feet, and that they will continue to have the nice curb appeal that exists there at this time.

Commissioner Callis stated that she understood the angle that the builder was coming from. Mr. Hall stated that people's demographics may change, but he does not want the lots to be crowded.

Commissioner Colombo made a motion to approve the proposed plat. Commissioner Castelleone seconded the motion and the motion passed unanimously.

8. CHAIRMAN REPORT

Commissioner Stanley 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.

Commissioner Colombo asked that we evaluate city ordinances referencing junk vehicles. Commissioner Callis stated that she would like to see action taken on junk vehicles being removed. Commissioner Callis also asked that the water pipes in the area of Westward be looked at.

10. ADJOURNMENT

Commissioner Colombo made a motion to adjourn the meeting. Commissioner Callis seconded the motion. The meeting adjourned at 4:22 p.m.

Dickey Stanley



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Telishia Long
Department: Library

Agenda item: 9b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution No. **R-2013-0012** to officially document the change and future usage of library funds collected for fee-based services, authorization of certain persons to spend funds authorizing the City of La Marque to take legal ownership of all equipment and/or other items donated to the library from the Friends of the La Marque Public Library.

☒ **Attachments for reference**
1. Resolution

Staff Briefing:

- In the past funds collected for fee-based services (copy, print, fax and laminating) were deposited to the Friends of the La Marque Public Library as revenues and used to support library functions.
- Upon recommendation from the City Council, effective October 1, 2013 all funds collected for services mentioned above will be deposited to the City of La Marque in a restricted fund (Library Services) and will be used for Library expenditures with a priority related to the maintenance of equipment associated with the copier, print, fax and laminator.
- The City of La Marque will take legal ownership of all equipment and/or other items donated to the Library from the Friends of the Library.

History (if applicable): Recommendation from Council at August 7th Budget Workshop

Target Implementation: October 1, 2013

Significant Action Dates:

October 1, 2013

Action:

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

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-2013-0012**, to officially document the change and future usage of library funds collected for fee-based services, authorization of certain persons to spend funds authorizing the City of La Marque to take legal ownership of all equipment and/or other items donated to the library from the Friends of the La Marque Public Library.

Fiscal Impact: All revenues collected from fee based services listed above will be deposited to the City of La Marque and reviewed on an annual base as part of the City Budget process.

RESOLUTION NO. R- 2013-0012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, TO OFFICIALLY DOCUMENT THE CHANGE AND FUTURE USAGE OF LIBRARY FUNDS COLLECTED FOR FEE-BASED SERVICES, AUTHORIZATION OF CERTAIN PERSONS TO SPEND THE FUNDS AND AUTHORIZING THE CITY OF LA MARQUE TO TAKE LEGAL OWNERSHIP OF ALL EQUIPMENT AND/OR OTHER ITEMS DONATED TO THE LIBRARY FROM THE FRIENDS OF THE LA MARQUE PUBLIC LIBRARY.

WHEREAS, in the past, monies collected for the services of copy, print, fax and laminating have been deposited to the Friends of the Library.; and

WHEREAS, it is now necessary to change the usage of the library funds collected for fee-based services; and

WHEREAS, it is necessary to change what the library funds collected for fee-based services should be spent for; and

WHEREAS, it is necessary to authorize certain persons to spend the library funds collected for fee-based services; and

WHEREAS, it is further necessary for the City of La Marque to take legal ownership of all equipment and/or other items donated to the Library from the Friends of the La Marque Public Library. NOW, THEREFORE

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

THAT the future usage of library funds collected for fee-based services will no longer be deposited to the Friends of the Library.

THAT Effective October 1, 2013, all funds collected will be deposited into a restricted fund (Library Services) and deposited to the City of La Marque. The fund is restricted to the use of the Library under the direction of the Library Director and the City Manager. All funds must be set up separately from the general fund and not used as part of the general fund. Unencumbered funds and fund balance will be carried over every budget year.

THAT the funds should be predominately spent on purchasing paper, ink, toner, and replacing equipment on an as needed basis but the funds are not limited to be spent in this manner.

THAT the funds are to be spent for the needs of the library only and shall comply with the City's Purchasing Policy approved by Council. The Library Director, under the direction of the City Manager, is authorized to approve the funds as pertaining to the needs of the library.

THAT the Friends of the Library may offer suggestions and input regarding the usage of library funds.

THAT the City of La Marque will take legal ownership of all equipment and/or other items donated to the Library from the Friends of the La Marque Public Library, which will release the Friends of the La Marque Public Library from paying taxes of any kind on fee-based library services.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas on this the ____ day of _____, 2013.

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego
City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
 Prepared by: Robin Eldridge
 Department: Administration

Agenda item: 9c
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution No. **R-2013-0013**, designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2014.

- ☒ Attachments for reference
1. Resolution
 2. Letter from H-GAC

Staff Briefing:

- H-GAC's bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2014.

History (if applicable):

- The current designees are: Mayor Hocking as the Representative and Mayor Pro-Tem Bell as the Alternate

Target Implementation: September 23, 2013

Significant Action Dates:

- **October 7, 2013** - H-GAC has requested to receive the City's designations no later than this date

Action:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other (be Specific) | |

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

Staff's Recommendation: Motion to adopt Resolution No. **R-2013-0013** designating _____ as Representative and _____ as Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2014.

Fiscal Impact: NA

RESOLUTION NO. R- 2013-0013

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2014 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of La Marque, Texas that _____ be, and is hereby designated as its Representative to the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2014.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this _____ day of _____, 2013.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



September 5, 2013

The Honorable Bobby Hocking
Mayor, City of La Marque
1111 Bayou Rd
La Marque, TX 77568

SEP 09 P.M.

Dear Mayor Hocking:

I am writing regarding the appointment of your city's representative to H-GAC's 2014 General Assembly.

H-GAC's Bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2014.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body.

A dinner meeting of Home Rule city representatives will be scheduled for November. At that meeting, your 2013 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2014.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 7. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Steele', is positioned above the printed name.

Jack Steele

JS/kay

Enclosure

cc: City Secretary



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Robin Eldridge
Department: Administration

Agenda item: 9d
Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a Resolution No. **R-2013-0014**, nominating member (s) to appear on the ballot of the Board of Directors of the Galveston Central Appraisal District for two year terms, beginning January 1, 2014 through December 31, 2015

☒ **x**

Attachments for reference

1. Resolution
2. Letter from Galveston County Central Appraisal District
3. Nominating Form
4. Voter Allocations
5. Board of Directors Election – Calendar of Events

Staff Briefing:

- The Board of Directors of the Galveston Central Appraisal District consists of five members who will serve two year terms beginning January 1, 2013 through December 31, 2015.
- In accordance with Sec. 6.03 (e) of the Property Tax Code, the Chief Appraiser notifies taxing entities of the number of votes to which each is entitled, receives the nominations, prepares and distributes the ballot, counts votes, and announces winners

History (if applicable):

- Current members of the Board of Directors are: Gary A. Jones (Chairman); David A. Moss (Vice Chairman); Dan Brightwell (Secretary); Walter Syers (Member); Victor Pierson (Member); and Member ex-officio: Cheryl E. Johnson

Target Implementation: September 23, 2013

Significant Action Dates:

- **October 14, 2013** – Deadline that each entity must return the nominations and the resolution to return Galveston Central Appraisal District.
- **October 31, 2013** – Deadline to deliver an alphabetized ballot.
- **December 13, 2013** – Deadline to submit the City's vote and resolution to the Chief Appraiser.



CITY COUNCIL AGENDA FORM

Action:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other (be Specific)

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

Staff's Recommendation: Motion regarding Resolution **R-2013-0014** , nominating _____ to appear on the ballot of the Board of Directors of the Galveston Central Appraisal District for two year terms, beginning January 1, 2014 through December 31, 2015

Fiscal Impact: NA

RESOLUTION NO. R-2013-0014

**A RESOLUTION OF THE CITY OF LA MARQUE NOMINATING MEMBER (S)
TO APPEAR ON THE BALLOT OF THE BOARD OF DIRECTORS OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT 2014-2015**

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2014-December 31, 2015; and

WHEREAS, the City of La Marque is a voting unit entitled to nominate one (1) candidate for each position to be filled, up to five (5) nominees, if so desired, to appear on a ballot submitted by the Galveston Central Appraisal District.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT THAT:

The nominee (s) is/are exhibited in the attached Nomination Form, and shall be submitted by the City of La Marque, Texas to the Galveston Central Appraisal District.

PASSED AND APPROVED by the City of La Marque, Texas, this the ____ day of _____, 2013.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM

Ellis J. Ortego, City Attorney



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

August 09, 2013

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

Dear Mayor Hocking:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 1, 2014 through December 31, 2015.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2012 tax levy (*Vote Allocation enclosed*), receives nominations, prepares and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with the **written resolution**. Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 14, 2013**. You may also email the nominations to us at GCAD@galvestoncad.org.

An alphabetized ballot will be delivered to you before October 31st. Your vote (and resolution) must be submitted to the chief appraiser before December 13.

I have enclosed a *Calendar of Events* of the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Ken Wright".
Ken Wright
Chief Appraiser

KW:jw
Enclosures

CC: Ms. Carol Butler, City Manager

2014-2015 Board of Directors Election

NOMINATION

VOTING UNIT

City of La Marque

You may nominate up to (5) five **before October 14, 2013.**

NOMINEE(S)

1. Gary A. Jones
Name
Address
Telephone Number
2.
Name
Address
Telephone Number
3.
Name
Address
Telephone Number
4.
Name
Address
Telephone Number
5.
Name
Address
Telephone Number

Please note: The written resolution showing the nominee's name is required.

Galveston Central Appraisal District

Voter Allocations

2014-2015 Board of Director Elections

Entity	2012 Levy Amount	Percent	Not Rounded	Votes
County of Galveston	\$ 124,594,492	22.841%	1142.033708	1142
Galveston Co. Road & Flood	\$ 1,838,626	0.337%	16.85285468	17
Galveston ISD	\$ 58,185,980	10.667%	533.3329701	533
Dickinson ISD	\$ 38,383,281	7.036%	351.8213367	352
Friendswood ISD	\$ 29,327,554	5.376%	268.8164998	269
High Island ISD	\$ 1,197,877	0.220%	10.97974629	11
Hitchcock ISD	\$ 7,493,051	1.374%	68.68134119	69
La Marque ISD	\$ 17,208,991	3.155%	157.7376936	158
Clear Creek ISD	\$ 66,493,559	12.190%	609.4802788	609
Santa Fe ISD	\$ 14,519,164	2.662%	133.0827265	133
Texas City ISD	\$ 50,244,992	9.211%	460.5458362	461
City of Galveston	\$ 23,672,061	4.340%	216.978224	217
City of Texas City	\$ 22,033,781	4.039%	201.9617417	202
City of La Marque	\$ 3,137,990	0.575%	28.7628313	29
City of Hitchcock	\$ 1,178,838	0.216%	10.80523473	11
City of Jamaica Beach	\$ 680,035	0.125%	6.233204052	6
City of Dickinson	\$ 3,214,013	0.589%	29.45965848	29
City of Friendswood	\$ 14,203,611	2.604%	130.1903661	130
City of Kemah	\$ 610,241	0.112%	5.593471916	6
City of League City	\$ 33,286,819	6.102%	305.1071417	305
City of Clear Lake Shores	No Levy for 2010	0.000%	0	0
City of Santa Fe	\$ 1,742,582	0.319%	15.97251492	16
Village of Tiki Island	\$ 791,621	0.145%	7.256001861	7
City of Bayou Vista	\$ 518,370	0.095%	4.751381892	5
Galveston College	\$ 9,956,968	1.825%	91.26561616	91
College of the Mainland	\$ 20,979,437	3.846%	192.2976196	192
TOTAL	\$ 545,493,934	100.000%	5000	5000

VOTES NECESSARY TO ELECT

Times Number of Members

Minimum Votes Necessary

Votes Remaining

834

5

4170

830

GALVESTON CENTRAL APPRAISAL DISTRICT

2014-2015 Board of Directors Election

Section 6.03 Board of Directors Formula of Voting Entitlement

Step 1	Subsection (d)	$\frac{\text{2012 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy 2012}} \times 1000 = \quad \times 5$
Step 2	Subsection (e)	Chief Appraiser calculates number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement before October 1, 2013.
Step 3	Subsection (g)	Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser before October 14, 2013.
Step 4	Subsection (j)	Before October 30, the Chief Appraiser prepares ballot (<i>alpha order</i>) and delivers it to the presiding officer of each entitled unit.
Step 5	Subsection (k)	Before December 16, 2013, the governing body shall submit to the Chief Appraiser its vote.
Step 6	Subsection (k)	Chief Appraiser counts votes and submits results to each governing body before December 31, 2013.

**PLANING AND ZONING COMMISSION
REGULAR MEETING
September 10, 2013**

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT:

Annette Callis
Dickey Stanley
Chris Colombo
Mike Casteline

ABSENT:

Norman Konneman

STAFF PRESENT:

Ellis Ortego, City Attorney
Ana Tims, Building Official
Mike Morgan, public Works Director
Alex Getty, Economic Development Director

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

Regular Meeting July 9, 2013. Commissioner Colombo made a motion to approve the minutes. Commissioner Stanley seconded the motion and the motion passed unanimously.

5. CITIZENS PARTICIPATION

No one signed up to participate.

6. OLD BUSINESS

- a. **Discussion/Possible Action- Recommending an ordinance to city council to adopt regulations fee increase on abandonment requests of Right-of-Ways, Streets and real property owned by the city.**

Commissioner Colombo asked City Attorney Ellis Ortego to clarify Section two of the proposed ordinance. City Attorney Ellis Ortego stated that this clause was commonly called a savings clause and that it was standard in all ordinances, and placed there at the request of the city manager.

Commissioner Callis asked for clarification on the ordinance. Building Official Ana Tims with the assistance of commissioner Colombo described the ordinance as a request for fee increase related to requests of abandonments of Right-of-Ways, Streets and real property owned by the city.

Commissioner Castelline made a motion to recommend approval of an ordinance to city council to adopt regulations fee increase on abandonment requests of Right-of-Ways, Streets and real property owned by the city. Commissioner Colombo seconds the motion and the motion passed unanimously.

7. NEW BUSINESS

- a. Discussion/Possible Action- Action regarding proposed re-zone for properties described as Complete Legal Description including meter and bounds. (If the owner does not come to submit paperwork take off the agenda.**

Building Official Ana Tims asked that this item be tabled.

- b. Discussion/Possible Action- Action regarding proposed plat including utility layouts and revised general plat for Painted Meadows Section 3**

Randy Hall was present to speak in reference to the proposed plat. Mr. Hall explained the history of the subdivision including the establishment of sections one and two, and the establishment of the PID. He informed the board is that his intent in to continue the character of the neighborhood existing in the area at this time, and to continue with 50 foot frontage lots.

Commissioner Colombo stated that he has discussed the project extensively with Ron Crowder, and that he has no problem with the proposal.

Commissioner Castelline asked about the placement of the homes in the 50 foot frontage lots. Mr. Hall explained that this size lot is a part of what is out in the subdivision. He added that the setbacks will continue to be in compliance with Section 71-20 of our city ordinance, and that there are approximately 15 feet from one home to another in distance. Mr. Hall also informed the commission that the average home out there is a 2,800 square foot house three bedrooms and two baths with a two car garage and cost is \$145,000. Mr. Hall added that even through the housing crisis homes out there continues to be built and sold, and there had been only once foreclosure that they were aware of during the economic hardship of the prior years.

Commissioner Callis asked if there would be any yard in the property. Mr. Hall responded that there are several houses out there already in existence in sections one

and two, and all of them have a yard that is adequate including room for accessory structures, and pools in some of them. Mr. Hall included that the residents there have pride in their neighborhood.

Building Official Ana Tims informed the board that the approval of the proposed plat is not completely in line with section 71-20 of the city ordinance, however this type of plat has been approved there in the past, and will continue the fluid character that exists in that location at this time.

Commissioner Colombo stated that he has been out in the neighborhood in the past, and the building quality is excellent. Commissioner Stanley asked what the distance will be from one home to another. Mr. Hall responded that the distance is approximately 15 feet, and that they will continue to have the nice curb appeal that appears out there at this time.

Commissioner Callis stated that she understood the angle that the builder was coming from. Mr. Hall stated that people's demographics may change, but he does not want the lots to be crowded.

Commissioner Colombo made a motion to approve the proposed plat. Commissioner Castelline seconded 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.

Commissioner Colombo asked that we evaluate city ordinances referencing junk vehicles. Commissioner Callis stated that she would like to see action taken on junk vehicles being removed. Commissioner Callis also asked that the water pipes in the area of Westward be looked at.

10. ADJOURNMENT –

Commissioner Colombo made a motion to adjourn the meeting. Commissioner Callis seconded the motion. The meeting adjourned at 4:22p.m.

Dickey Stanley



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Ana Tims
Department: Development Services

Agenda item: 9e
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a proposed Ordinance, Ordinance No. **O- 2013-0014** of the City Council of the City of La Marque, Texas amending the Code of Ordinances, Appendix "A", increasing fees associated with abandoning or taking other actions concerning streets, alleys, and public ways. **This is the first reading.**

☒ v

Attachments for reference

1. Proposed Ordinance as prepared by City Attorney and Approved by the P& Z Commission
2. Letter from the Commission recommending the adoption of ordinance
3. Minutes from the Regular 7-9-2013 Planning and Zoning Meeting
4. Minutes from the Regular 9-10-2013 Planning and Zoning Meeting

Staff Briefing: Include information to the agenda item (present day)

- **July 9, 2013** the Planning and Zoning Commission discussed a proposed ordinance that will increase the fees on abandonment requests of Rights-of-Ways, Streets and real property owned by the city
- **September 10, 2013** the Planning and Zoning Commission approved a final Copy of a proposed ordinance that will increase the fees on abandonment requests of Rights-of-Ways, Streets and real property owned by the city.

History (if applicable): (Include any history of the agenda item)

- **July 9, 2013** the Planning and Zoning Commission discussed a proposed ordinance that will increase the fees on abandonment requests of Rights-of-Ways, Streets and real property owned by the City
- **September 10, 2013** the Planning and Zoning Commission approved a final copy of a proposed ordinance that will increase fees on abandonment requests of Rights of Ways. Streets and Real Property owned by the City.

Target Implementation: November 14, 2013

Significant Action Dates:

- **July 9, 2013** the Planning and Zoning Commission discussed a proposed ordinance that will increase the fees on abandonment requests of Rights-of-Way, Streets and Real Property owned by the City
- **September 10, 2013** the Planning and Zoning Commission approved a final Copy of a proposed ordinance that will increase the fees on abandonment requests of Rights-of-Way, Streets and Real Property owned by the City.



CITY COUNCIL AGENDA FORM

Action:

☒

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other (be Specific)

Cost Details:

Budgeted

Actual Bid

**Estimated
Expenditure**

Acct. Name

Line Items #

Other Funding

Staff's Recommendation: Motion to adopt Ordinance No. **O-2013-0014** of the City Council of the City of La Marque, Texas amending the Code of Ordinances, Appendix "A", increasing fees associated with abandoning or taking other actions concerning streets, alleys, and public ways. **This is the first reading.**

Fiscal Impact: With an average of two requests for abandonment per year we estimate \$1,000 in revenue per year. This impact will be dependent on trends.

ORDINANCE No. O-2013-0014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA MARQUE, TEXAS, APPENDIX “A” SCHEDULE OF FEES AND CHARGES, PETITION TO CITY FOR ABANDONING OR TAKING OTHER ACTIONS CONCERNING STREETS, ALLEYS AND PUBLIC WAYS; REQUIRING AN ACCOMPANYING FEE AND FOR SEVERABILITY.

WHEREAS, the City Council of the City of La Marque, Texas, has determined that City Council shall by ordinance establish a schedule of fees. NOW, THEREFORE

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

SECTION ONE:

That Appendix “A” of the Code of Ordinances of the City of La Marque, Texas, Petition to City for abandoning or taking other actions concerning streets, alleys and public ways; Accompanying Fee, is hereby amended to read as follows:

Petition to City for Abandoning or Taking Other Actions Concerning Streets, Alleys and Public Ways; Accompanying Fee.

Any person filing such petition shall deposit with the City Clerk, upon said filing, a sum of money in the amount of \$500.00. Said sum shall be used to pay for the mailing notices of said request and release forms. This shall apply equally concerning the abandonment of easements.

No street or alley shall be abandoned until payment of a fee of \$100.00 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. Petitioner shall be responsible for payment of all other costs associated with the abandonment.”

SECTION TWO:

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 _____, 2013.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas on the second and last reading this the _____ day of _____, 2013.

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego
City Attorney

**PLANNING AND ZONING COMMISSION
REGULAR MEETING
July 9, 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
Mike Castelle

ABSENT:

Annette Callis

STAFF PRESENT:

Carol Buttler, City Manager
Randall Aragon, Police Chief
Ellis Ortego, City Attorney
Alex Getty, Economic Development Coordinator
Ana Toms, Building Official
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. CITIZENS PARTICIPATION

5. OLD BUSINESS

a. Discussion/Possible Action – Recommending an ordinance to City Council to adopt regulations regarding open Air Markets

Building Official Ana Toms along with David Baker reported that they are working with the City Attorney with the details of a draft ordinance that will include other details for the security, health and sanitation, time frame of operation, permit information, the buying or selling of food, the location, and who will be responsible for cleaning, and maintaining the premises. Mr. Baker will be looking into other locations where there is another Open Air market in the area. No action was taken at this time. Staff was told to move forward. Commissioner Castelle made a motion to table this item so that a draft ordinance and other information could be gathered. Motion was seconded by Commissioner Colombo. Motion carried unanimously.

b. Discussion/Possible Action – Recommending an ordinance to City Council to adopt fee increase on abandonment requests or Right-of-Ways, Streets, and Real Property owned by the City.

Commissioner Colombo made a motion to recommend the ordinance of increasing the fee for abandonment of City rights-of-ways, streets and real property to \$500.00. Motion was seconded by Chairman Stanley. Motion carried unanimously.

c. Discussion/Possible Action – Recommending an ordinance to City Council to adopt regulations regarding garage sales. Ana Tims reported at this time there are no permits required for a garage sale. Commissioner Castelline asked that the word 'estate sale' be included in a draft ordinance. It was discussed to limit number to four sales per year, insert the exemptions from the sample ordinance concerning exceptions of religious organizations, charitable and non-profit organizations, adding a fee of \$10.00, which will include a sign (color that stands out). Signs only allowed on the premises where the sale will be taking place, not in the city-right-of-way, neighbors who wish to advertise can also place a sign in their own yards. A grace period before enforcing the ordinance was discussed. Commissioner Colombo made a motion for the City Attorney to clean up the ordinance and add the suggested terms, fee amount, and other items and to recommend the adoption of the ordinance to City Council. Motion was seconded by Chairman Stanley. Motion carried unanimously.

6. NEW BUSINESS

a. Discussion/Possible Action – regarding delegating review of proposed masonry ordinance to Building /Standards Commission

Cristina Garza, a representative of the Texas Masonry Council distributed some information on masonry and discussed advantages and disadvantages. Ms. Garza brought attention to a section of the Zoning ordinance concerning building materials, stating that wood is not considered masonry. Some cities have adopted ordinances requiring various levels of masonry to be used in new construction, anywhere from 50% to 100% on some main highways, saying that each City is different. She said it gives an overall cleaner and more attractive look, and by requiring masonry will also help with fire safety issues. The possibility of adopting an ordinance that requires a certain amount of masonry materials to be used and whether that would be limiting ourselves and potential businesses was discussed.

Motion was made by Commissioner Castelline to have the presentation at a future meeting and include the Building and Standards Commission also attend. Commissioner Colombo seconded the motion. Motion carried unanimously

7. REQUESTS AND ANNOUNCEMENTS

There were none.

8. CHAIRMAN REPORT

A letter was sent to Ms. Callis, as to her member status, but no response has been received. Chairman Stanley reported that he will be out of town during the next meeting, unless a special meeting is called or the presentation could be on the September meeting.

9. ADJOURNMENT

Chairperson Stanley made a motion to adjourn the meeting. Commissioner Colombo seconded the motion. The meeting adjourned at 4:52p.m.



Dickey Stanley/ Chris Columbus



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Robin Eldridge
Department: Administration

Agenda item: 9f
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding required elements to be included in the Animal Services Interlocal Agreement with Galveston County

☐

Attachments for reference

1. Email/minutes of roundtable discussion on September 11, 2013

Staff Briefing:

- The Galveston County United Board of Health and the Galveston County Animal Services Advisory Committee held a roundtable discussion on September 11, 2013 to share information and obtain clarification and direction regarding GCHD's future role as the service provider at the Animal Resource Center.

History (if applicable):

Target Implementation: September 23, 2013

Significant Action Dates:

- September 25, 2013**- next meeting of the UBoH
- November 7, 2013**- next meeting of the Animal Services Advisory Committee

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other

Cost Details:

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

Staff's Recommendation: Dependent on Council's decision

Fiscal Impact:

Robin Eldridge

From: Carol Buttler
Sent: Tuesday, September 17, 2013 8:17 AM
To: City Clerk
Cc: Patty Rees (p.rees@ci.la-marque.tx.us)
Subject: FW: Minutes from Roundtable Discussion - Animal Services 9/11/13
Attachments: Minutes 091113 Roundtable.pdf

Importance: High

Robin:

Please use this e-mail and attachment as backup for the Animal Services item on the Council agenda.

Thanks,

Carol Buttler

City Manager
City of La Marque
1111 Bayou Road
La Marque TX 77568
409.938.9202 Office
409.935.0401 Fax
c.buttler@ci.la-marque.tx.us
www.ci.la-marque.tx.us



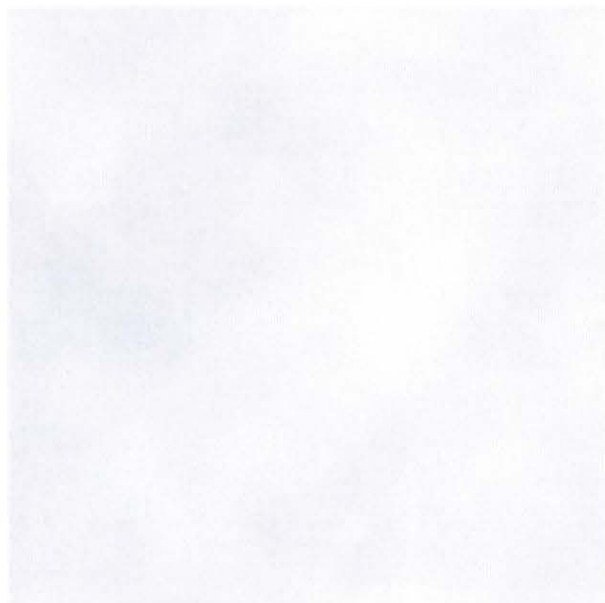
From: James Osteen [mailto:jlosteen@sbcglobal.net]
Sent: Monday, September 16, 2013 6:58 PM
To: Carol Buttler
Subject: Fw: Minutes from Roundtable Discussion - Animal Services 9/11/13

----- Forwarded Message -----

From: James Osteen <j.osteen@ci.la-marque.tx.us>
To: jlosteen@sbcglobal.net
Sent: Friday, September 13, 2013 2:28 PM
Subject: FW: Minutes from Roundtable Discussion - Animal Services 9/11/13

From: Pisa Lewis[SMTP:PLEWIS@GCHD.ORG]
Sent: Friday, September 13, 2013 2:28:35 PM
To: Judge Henry; Commissioner Holmes; 'nfinan@texas-city-tx.org';

'markj@bayouvista.com'; 'mayor@bayouvista.us'; 'Rhonda Trevino';
James Osteen; mayor@ci.santa-fe.tx.us; Joe Dickson (Santa Fe Manager);
'tyler.drummond@co.galveston.tx.us'; 'gjones@clearlakeshores-tx.gov';
Mayor Cummins (Kemah); Mayor Ted Kennedy (Tiki); Mayor Johnson (CLS);
Mayor Doyle (TC); Mayor Matranga; Bobby Hocking; Mayor Masters (DCK);
Carol Buttler; Julie Johnston; John Konikowski, MD; John Zendt;
Bernie Milstein, MD; Scott Johnson, DVM; Eric Froeschner
Cc: Mark Guidry; W. Jay Holland; Kathy Barroso; 'Lewis, Roxann';
A. Michelle Watson; Susan Chapa (TC); Dana Beckham; Amber Adams;
Hill Olson; Kurt Koopmann
Subject: Minutes from Roundtable Discussion - Animal Services 9/11/13
Importance: High
Auto forwarded by a Rule



Good Afternoon ~

Attached and below are the minutes from the Roundtable Discussion held on Wednesday, September 11th. ***During the meeting there were two requests asked of member City Councils (if not already acknowledged at the meeting) to discuss the future of the Animal Resource Center.*** I've highlighted the two requests below. Please send me your responses and I will compile the information for the United Board of Health's next meeting on September 25th. Please let me know if you have any questions.

Thanks and have a great weekend! Pisa

Animal Services Policy – Roundtable Discussion
Hosted by the Galveston County United Board of Health
Special Workshop Meeting of the Galveston County United Board of Health
Special Workshop Meeting of the Galveston County Animal Services
Advisory Committee
September 11, 2013

Interlocal Agreement Members

Present: Judge Mark Henry, Galveston County
Commissioner Stephen Holmes, Galveston County
Nick Finan, City of Texas City
Mayor Ralph Stenzel, City of Santa Fe
Joe Dickson, City of Santa Fe
Mayor Konyha, City of Bayou Vista
Alderman Mark Johnstone, Bayou Vista
Councilwoman Rhonda Trevino, City of Kemah
Councilman James Osteen, City of La Marque

Absent: City of Clear Lake Shores
City of Dickinson
City of Hitchcock
City of Tiki Island

United Board of Health Members

John Zendt, Chair
Eric Froeschner, Secretary/Treasurer
John Konikowski, MD; Medical Society
Bernard Milstein, MD; Citizen at Large
Scott Johnson, DVM; Veterinarian

GCHD Staff

Harlan "Mark" Guidry, MD, MPH; CEO
Warren J. Holland III; COO
Kathy Barroso; CFO

Mr. Zendt, Chair of the United Board of Health (UBoH) called the meeting to order at 6:00 p.m. in the GCHD Boardroom and thanked the partners for attending. Mr. Zendt explained to the group that at the UBoH's August 28th meeting a recommendation was made to hold a "roundtable discussion" with the 10 government parties to the Animal Services Interlocal Agreement. The purpose of this roundtable discussion is to share information and to obtain clarification and direction regarding GCHD's future role as the service provider at the Animal Resource Center (ARC). Mr. Zendt also made an announcement that public comments will not be received at the meeting this evening and the meeting will be a discussion for the parties to the Interlocal Agreement. Mr. Zendt encouraged citizens with concerns regarding Animal Services to please attend the next UBoH meeting on September 25th at 6:00 p.m. or they can make comments at the next Animal Services Advisory Committee meeting scheduled for November 7, 2013.

After introduction around the table, Mr. Zendt asked Kathy Barroso, GCHD Chief Financial Officer to review the current FY' 13 & FY'14 Animal Services Funding Formula budgets with the group. Councilman Osteen asked what are some contributing factors for the increase from FY'13 to FY'14. Ms. Barroso noted there are two new part time positions added this fiscal year and budgeting \$60,000 for vaccines are two contributors. Alderman Johnstone mentioned the budgeting for vaccine this year is due to the loss of Bingo funds from Boot Kikkers who in the past purchased vaccine for the ARC. There was discussion of challenges during the budget process, such as what happens if a partner does not agree to the funding formula.

Following discussions regarding the budget, Mr. Zendt asked Harlan "Mark" Guidry, MD, MPH, Chief Executive Officer to summarize GCHD's recent experiences, evolving needs, and impacts on the organization.

Dr. Guidry informed the group that GCHD's public health mission is derived from a health and safety perspective with primary goals to prevent human death, diseases, injuries by picking up strays, preventing rabies, and investigating animal bites or other diseases which pose a public health concern. Dr. Guidry shared GCHD/ARC's experiences over the past few months with the overcrowding, additional internal support to the ARC and recent barriers to euthanasia with the State Vet Board's clarifications. Evolving needs as of today include additional staff to extend public hours for adoptions and rescues or a licensed veterinarian resource. Dr. Guidry also shared the impacts on GCHD over the past few months such as less emphasis and support to this year's back-to-school immunization campaign and negative PR has effective other GCHD services.

Dr. Guidry explained to the group that there are different management models around the state such as some shelters are run by public health departments or by law enforcement. Others have a non-profit running the shelter/adoptions and only the field service is in a government department. The following questions were posed to the group:

- *Should GCHD continue as the provider of shelter and field services?*
- *Is there a better way to fund the services?*
- *Is there a better way to deliver the services?*

Representatives of the County, La Marque, Texas City, and Santa Fe voiced support of GCHD continuing to perform the services. No other organization was identified that desired to take over management of all or parts of the services. Mr. Zendt asked other partners in attendance if the topic regarding the ARC has been discussed in their City Council meetings. If the topic has not been, Mr. Zendt asked that each party to the interlocal agreement to please approach the topic in their next meeting and let us know before the next UBoH meeting on September 25th.

Dr. Guidry indicated that after careful analysis by him and staff, they concluded that if the partners to the agreement wanted GCHD to continue running the services under current conditions and constraints, here is how GCHD can do with their support:

- Keep kennels and cages population at 190 or below with rare exceptional moments (e.g., seizures).
- Use a 30 days stay as a guide (as approved by the Animal Advisory Committee) for animals to select for euthanasia when our capacity and/or resources are exceeded.
- Control and restrict certain areas of shelter for health, safety, and security purposes.
- Temporarily cease owner/citizen turn-ins when overpopulated or monitoring animals for potential disease outbreaks.
- Work with all volunteer or rescue group who demonstrate honesty, respect and commitment to shared goals.
- Take action against individuals who demonstrate hostility, aggression, and/or slander, and malicious intent.
- Support the ARC manager in the daily decisions made regarding euthanasia, intake controls, etc.
- Stay in compliance with state and local laws and policies and update the same as new information and interpretations are brought to our attention.
- Engage services of a licensed Veterinarian.

Representatives of the County, La Marque, Texas City, and Santa Fe voiced support of GCHD continuing to perform the services with the conditions indicated above. Mr. Finan requested these conditions be shared in writing with all parties. Mr. Zendt asked that each party to the interlocal agreement also include the above conditions when discussing the ARC with their City Council and to let us know before the next UBoH meeting set for September 25th at 6:00 pm in the same Boardroom. The meeting was concluded at 7:00 p.m.

Pisa L. Lewis
Executive Chief of Staff
Galveston County Health District
P.O. Box 939
La Marque, TX 77568
(409) 938-2273
(409) 938-2243 Fax





Coastal Health & Wellness: "Going From Good to GREAT!"

<http://www.coastalhw.org/index.html>

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CONFIDENTIALITY STATEMENT: *This message, as well as any attached document, contains information from the Galveston County Health District (GCHD) that is confidential and/or privileged, or may contain Client/Patient privileged information. The information is intended only for the use of the addressee named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created, without disclosing the contents, and notify the sender immediately. Unintended transmission does not constitute waiver of the GCHD-client privilege or any other privilege. Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.*

Animal Services Policy – Roundtable Discussion
Hosted by the Galveston County United Board of Health
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September 11, 2013

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CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Cyndi Efird
Department: Public Works

Agenda item: 9g
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing Cobb Fendley & Associates, Inc. to perform engineering design services for Forcemain Replacement at Hwy 3 @ Cedar Drive in the amount of \$28,500.00.



Attachments for reference

1. **Consultant Services Agreement**
2. **Exhibit A – Scope of Services**
3. **Map**

Staff Briefing:

- Staff recommends entering into a Scope of Services Agreement with Cobb Fendley & Associates, Inc.
- Engineering services will develop the Design Phase, Bid Phase and Construction Phase necessary to construct a new forcemain within the Hwy 3 @ Cedar Drive corridor.

History (if applicable):

- Staff presented information on August 19, 2013 at the Special Meeting and Budget Workshop.
- Staff presented four different cost scenerios for emergency re-construction or rehabilitation of the ruptured sewer forcemain located under State Hwy 3
- Council gave staff guidance to move forward with finding an engineering firm to perform the necessary design work to repair the problem.

Target Implementation: September 23, 2013

Significant Action Dates:

August 19, 2013 – Project presented to City Council to receive direction to proceed
September 23, 2013 – Council to consider engineering services to be implemented as quickly as possible to keep moving forward and to prevent environmental sewage overflows.

Action:

☐

Ordinance

☐

Resolution

Cost Details:	
Budgeted	\$28,500.00
Actual Bid	\$28,500.00
Estimated Expenditure	\$28,500.00
Acct. Name	Hwy 3 @ Cedar



CITY COUNCIL AGENDA FORM

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Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Award of Emergency Engineering Services

Line Items #

02-7111-24-00

Staff's Recommendation: Motion to authorize Cobb Fendley & Associates, Inc. to perform engineering design services for Emergency Forcemain Repair at Hwy 3 @ Cedar Drive in the amount of \$28,500.00.

Fiscal Impact: The engineering services and emergency forcemain replacement costs will be charged to capital project expenditure 02-7111-24-00-HWY3CD.

**CITY OF LA MARQUE
STANDARD AMENDMENT TO
CONSULTANT SERVICES AGREEMENT**

AMENDMENT NO. 2

This Amendment (hereinafter "Amendment") is made between the City of La Marque, Texas (hereinafter "City"), and Cobb, Fendley & Associates, Inc. (hereinafter "Consultant") to amend that consultant services (the "Contract") between the City and Consultant for services associated with the City Engineer Contract.

1. Amended Terms. The City and Consultant hereby agree that the Contract is amended as follows:

A. Add new task order for the Engineering Design Services for Forcemain Repair at HWY 3 and Cedar Drive in the amount of \$28,500.00.

B. See Attached Exhibit A for Scope of Services for this project.

2. Contract to Remain in Force. Other than the provisions of the Contract expressly amended herein, the Contract shall remain in full force, and its enforceability shall be unaffected by this Amendment.

EXECUTED and EFFECTIVE as of the ____ day of _____, 20__.

CITY OF LA MARQUE

Signature: _____

Name/Title: Honorable Bobby Hocking / Mayor

CONSULTANT

Signature: _____

Name/Title: Charles M. Eastland, PE / Principal - Regional Manager

**“EXHIBIT A”
FORCEMAIN REPAIR AT HWY 3 AND CEDAR DRIVE
SCOPE OF SERVICES**

The City of La Marque (“the City”) has had a sanitary forcemain break under Highway 3 at Cedar Drive. The City intends to replace the existing 10” AC forcemain with a new cased forcemain. Being that Highway 3 is adjacent to a Union Pacific Railroad and a pipeline easement, the City wants to bore a new cased forcemain from the west side of Highway 3 to the east side of Oak Street (approximately 200 linear feet) just north of Cedar Street. It is anticipated that a temporary construction easement will be needed from the washateria for the bore pit. This will also require the repair of the asphalt parking lot at the washateria.

The Scope of Services, as far as practical, describes and identifies those services required to develop bid documents, bid the project, and oversee the construction work associated with the project. Cobb, Fendley & Associates, Inc. (CobbFendley) shall provide those services necessary to complete the project as described herein.

The identified **Basic Services** shall include:

I. GENERAL

CobbFendley shall subcontract the geotechnical services and any other services not specifically offered by CobbFendley to perform the tasks described in this scope of service.

II. DESIGN PHASE

1. Perform a Category 6, Condition II topographical survey of the affected site, consisting of the rights-of-way of Highway 3, Union Pacific Railroad, Cedar Drive, and Oak Street within 75’ of the work zone, in accordance with the requirements of the Texas Society of Professional Surveyors to locate existing utilities, appurtenances and pavement and to determine the existing elevations of the street and utility lines which are accessible by manholes and the existing ground elevations within the site.
2. Perform utility record research and SUE Level B designation of utilities. Tone marks will be placed on the ground for surveyors to tie down to project control. This may include a field meeting with utility representatives. CAD personnel will then place utility lines into the background of the topographic survey. Layer/Level structure will be coordinated with Survey. Any non-tonable utilities will be placed in the drawing based on utility record interpretation as SUE Levels C and D.
3. Prepare drawings for the project showing location of project elements; and prepare contract bidding and construction documents consisting of technical specifications and contract documents outlining the construction contract requirements.
4. Coordinate project plans with TxDOT, Union Pacific Railroad, pipeline and private utility owners, and City utilities. Secure necessary approvals from affected parties.
5. Develop a construction phase traffic control plan.

III. BID PHASE

1. CobbFendley will assist the City in publicly advertising the project for bids.
2. CobbFendley will conduct a Pre-Bid Meeting for prospective contractors upon advertisement of the project.
3. CobbFendley will distribute plans, respond to questions, evaluate the bids and make a recommendation of award for the construction contract.

IV. CONSTRUCTION PHASE

1. CobbFendley shall visit the construction site periodically to ensure that the project is proceeding in accordance with the schedule, plans and specifications.
2. CobbFendley shall provide technical interpretation of the plans and specifications to the construction contractor.
3. CobbFendley shall review and approve submittals/shop drawings from the contractor. CobbFendley shall maintain a log of submittals/shop drawings. CobbFendley shall monitor the contractor's actual submittals against the schedule to confirm overall compliance.
4. CobbFendley shall evaluate requests for change orders in a timely manner and maintain a change order log. CobbFendley shall negotiate with the contractor and prepare the change order. CobbFendley shall provide a recommendation on approval/disapproval to the City Council.
5. CobbFendley shall review and provide a recommendation on approval/disapproval of monthly invoices submitted by the construction contractor. CobbFendley shall verify the accuracy of all quantities. CobbFendley shall submit the monthly invoices and recommendation to the City in a timely manner.
6. CobbFendley shall review all laboratory reports pertaining to the project to ensure the passing results. CobbFendley shall coordinate direction for any further testing or corrective action required by the contractor. CobbFendley shall maintain a copy of the lab results.

EXCLUSIONS FROM THE SCOPE OF SERVICES

The services described above are the identified **Basic Services** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **ADDITIONAL SERVICES**. CobbFendley shall undertake such additional services as assigned by the City upon written direction from the City. Examples of such items are as follows:

1. Reproduction of drawings, descriptions or specifications other than for CobbFendley's use in developing the project.
2. Application or review fees, mileage, delivery charges used in performing the services.
3. Obtaining construction permit.
4. Detailed cost estimates.
5. Construction management, inspection, and testing services.
6. Public meetings will be billed under the general services of the City Engineering contract.
7. Any other services not specifically included within the description of the Basic Services or Other Services as described above.

EXHIBIT B
FORCEMAIN REPAIR AT HWY 3 AND CEDAR DRIVE
COMPENSATION

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. The fees shown by task are for information only and will not be reflected on the invoices. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

I. DESIGN PHASE

1. Topographical survey	<u>\$4,000</u>
2. Utility record research and SUE	<u>\$1,000</u>
3. Civil design drawings.....	<u>\$5,000</u>
4. TxDOT and Utility coordination	<u>\$4,000</u>
5. Construction phase traffic control plan	<u>\$2,000</u>
6. Contract documents	<u>\$3,000</u>

TOTAL DESIGN PHASE LUMP SUM FEE..... \$19,000

II. BID PHASE SERVICES (Lump Sum) **\$4,000**

III. CONSTRUCTION PHASE

1. Construction Administration (Lump Sum)..... \$5,000

Reimbursable Expenses

1. Reproduction, mileage, delivery charges, etc. \$500

TOTAL FEE AND REIMBURSEABLE BUDGET

CobbFendley Fee Items, Total..... \$28,000

Reimbursable Items and Subconsultants, Budget \$500

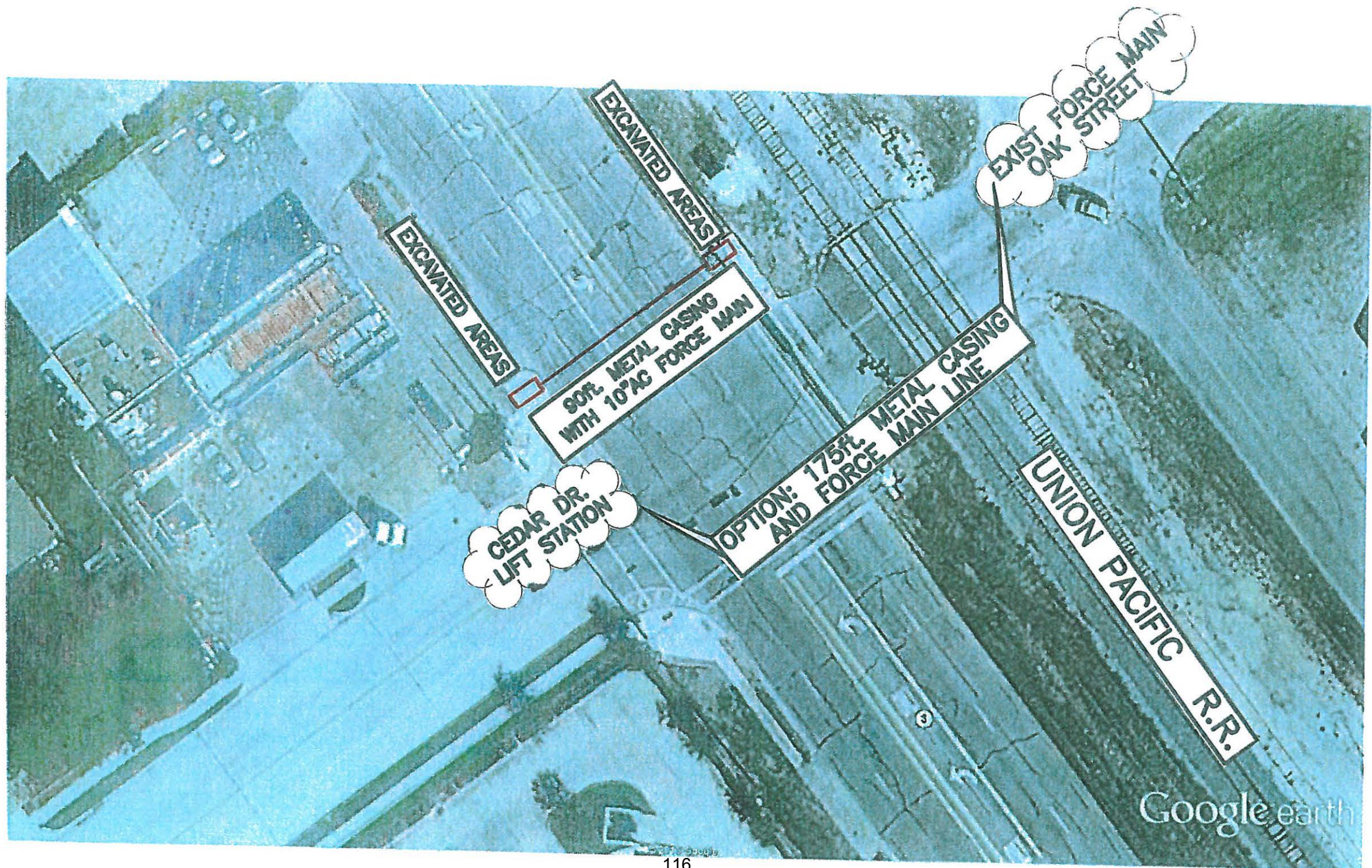
Total Project Budget..... \$28,500

ADDITIONAL SERVICES

The Compensation to be paid to CobbFendley for providing any ADDITIONAL SERVICES under this agreement shall be based on the rate schedule included in the Agreement. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

Lump sum fees will be negotiated for particular, defined assignments at the request of the City. When an occasion arises which the City desires to be covered by a lump sum fee, CobbFendley will negotiate an acceptable fee with the City and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Direct Personnel Expense means salaries and wages paid to CobbFendley's employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto. Reimbursable Direct Expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges.





CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Chief Aragon
Department: Emergency
Management

Agenda item: 9h
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action authorizing the Mayor to sign a Contract with Science Applications International Corporation (SAIC), to monitor and manage debris removal data, in the aftermath of a natural or manmade disaster to stay in compliance with FEMA guidelines.



Attachments for Reference: SAIC Contract.

Staff Briefing: In the aftermath of a natural and/or man-made disaster *Science Applications International Corporation* (SAIC) provides the overall documentation services relating to recovery operations for municipalities. Such documentation is indeed necessary to insure appropriate reimbursement funding from FEMA to restore our infrastructure and city back to pre-disaster conditions/status.

During recovery operations SAIC will have the mission of: 1. monitoring and managing the debris removal data (performed by our debris removal contractor—CrowderGulf); and, 2. monitoring, managing, and assisting with the preparation of Project Worksheets (P.W.'s) for reimbursement by FEMA. Such managerial and documentation efforts will thereby allow city staff to devote critical time and resources on other recovery operations and continue to provide routine service delivery operations to our customers/citizens. 3. Coordinate activities between FEMA, auditors, and City to expedite the approval as well as funding release and/or appeal process. 4. Update the City with new FEMA guideline changes.

During recovery operations SAIC services (due to the financial aspect of such operations) would fall under the scope and leadership of La Marque's Finance Department. Having an independent source can provide the City with consistencies and historical trails over the life of each disaster project.

Currently SAIC is an approved H-GAC contractor for emergency management services: effective 6-1-13. Additionally, the following Galveston County municipalities utilize SAIC as listed: Kemah previously used (PU) and renewal is a work-in-progress (WIP), Galveston is under contract (UC), Friendswood (UC), Jamaica Beach (UC), Tiki Island (PU/WIP), League City (UC), Port of Galveston (UC), Bayou Vista (PU/WIP). Though not in our county: Clear Lake Shores (PU/WIP)

History (if applicable): Our city did not have this service during Hurricane Ike's aftermath: From our experience regarding reimbursement operations it behooves the city to employ the services of SAIC.

Target Implementation: Hurricane season ends November 30, 2013; consequently it is hoped that this contract will be approved and signed at this Council Meeting: September 23, 2013



CITY COUNCIL AGENDA FORM

Significant Action Dates: September 23, 2013

Action:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other (Contract)

Cost Details:

Budgeted

Actual Bid

**Estimated
Expenditure**

Unknown

Acct. Name

Line Items #

Other Funding

Staff's Recommended Motion: Motion to authorize the Mayor to sign the SAIC contract with Science Applications International Corporation (SAIC) to monitor and manage debris removal data in the aftermath of a natural or manmade disaster to stay in compliance with FEMA guidelines.

Fiscal Impact: Generally FEMA's reimbursement (for SAIC's documentation operations) is at least at a 75% level (it may be more depending on prevailing FEMA rules). As to the total expenses for SAIC operations this will depend upon the "Task Order" that is negotiated upon SAIC's assessment for each specific operation. Consequently, "fiscal impact" is an "unknown" factor at this juncture.

**COOPERATIVE PURCHASING AGREEMENT
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the **CITY OF LA MARQUE, TEXAS**, located at 431 Bayou Road, La Marque, TX 77568 (hereinafter referred to as ("CLIENT")) and **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION** (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

WHEREAS, the Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

WHEREAS, Science Applications International Corporation acting as an independent Contractor, is a Contractor with extensive experience in providing disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

WHEREAS, Client wishes to enter into an exclusive contractual agreement with Science Applications International Corporation to provide professional all hazards preparedness, planning, consulting & recovery services in accordance with the HGAC Invitation to Bid No. HP07-13 dated February 7, 2013.

WHEREAS, the services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services, and

WHEREAS, SAIC wishes to provide said services to Client in accordance with and as set forth in the Science Applications International Corporation's response HGAC Invitation to Bid No HP07-13 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster preparedness and emergency response & recovery services as described in the Scope of Services attached as Exhibit A. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work.
2. **Term:** The term of this Agreement shall begin on June 1, 2013 through May 31, 2016 with automatic annual renewals, unless either party elects to withdraw.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties.

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The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.

6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.

Task Orders issued under this Agreement shall specify the contract type and project cost.

8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Client shall pay Contractor in accordance with paragraph 7 above, "Fee for Services" (Exhibit B) which is attached and incorporated herein by reference as part of this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of one percent (1%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement. If Client fails to make any payment to Contractor as required hereunder, Contractor shall have the right

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exercisable in Contractor's sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder and/or initiate collections proceedings; without incurring any liability or waiving any rights established hereunder or by law.

All invoices shall be delivered to:

*Randall Aragon, Chief of Police/Emergency Management Coordinator
La Marque Police Department
431 Bayou Road
La Marque, TX 77568
Office: (409) 938-9223
Cell: (409) 682-3050
Fax: (409) 935-0002
Email: r.aragon@cityoflamarque.org*

9. **Indemnity:** Contractor agrees to defend, indemnify, and hold harmless Client from and against claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the negligent or willful acts or omissions of Contractor occurring in the performance of its obligations hereunder.
10. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total aggregate liability of Contractor, its officers, directors, shareholders, employees and subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. \$1,000,000.00).
13. **No Consequential Damages:** In no event shall either Contractor or Client be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any

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information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement for any reason upon 60 days written notice to the other party. Termination will not affect payment obligations incurred under this Agreement for Services performed and reimbursable costs and expenses incurred prior to the effective date of termination, including without limitation commitments to purchase products or services from third parties, which were entered into by Contractor in the course of performance hereunder prior to the effective date of termination. Such reimbursable costs may include, but are not limited to, cancellation fees, minimum consulting or material fees, and non-refundable charges or fees for third party products or services.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either party requests mediation, the dispute or conflict shall be subject to litigation.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:

Randall Aragon, Chief of Police/Emergency Management Coordinator
La Marque Police Department
431 Bayou Road
La Marque, TX 77568
409.938.9223 Office
409.682.3050 Mobile
409.935.0002 Fax
r.aragon@cityoflamarque.org

Contractor:

Betty Kamara, Contracts Administrator
Science Applications International Corporation
2301 Lucien Way, Suite 120
Maitland, FL 32751
321.441.8518 Office
407.803.2551 Mobile
321.441.8501 Fax
betty.v.kamara@saic.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the

COOPERATIVE PURCHASING AGREEMENT
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occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be Galveston County.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission,

**COOPERATIVE PURCHASING AGREEMENT
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES**

percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.
- In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION

CLIENT:
CITY OF LA MARQUE, TEXAS

By: Betty Kamara
Title: Contracts Administrator
Date: _____

By:
Title:
Date: _____

ATTEST:

ATTEST:

Jonathan Burgiel, Vice President



CITY COUNCIL AGENDA FORM

Meeting Date: 9/23/13
 Prepared by: Suzy Kou
 Department: Finance

Agenda item: 9i
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution **R-2013-0015** amending the 2013 City of La Marque investment policy for investment of municipal funds; providing for an effective date, and setting forth other related matters.



Attachments for Reference

1. **Resolution R-2013-0014**
2. **Investment Policy 2013 (Redline)**
3. **Investment Policy 2013**

Staff Briefing: Per Public Funds Investment Act of Texas, it is required that City Council review the City's investment policy at least annually.

Proposed changes include: Per Council decision segregating EDC cash from City's Pooled Cash, changes were made to investment policy to reflect Council decision. Additional changes include stated minimum credit ratings on categories of investments, required monitoring and procedures if ratings fall below minimum level, updated list of brokers/dealers, updated position name, added maximum weighted average maturity each quarter.

History (if applicable): Last reviewed and approved 9/10/12 Resolution R-2012-1186

Target Implementation: September 23, 2013

Significant Action Dates:

September 5 & 6 – Seminar on updates of Public Investment Act of Texas

September 23, 2013 – City Council considers amendments to City's Investment Policy

Action:

☐

Ordinance



Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

Cost Details:

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



CITY COUNCIL AGENDA FORM

Staff's Recommended Motion: Motion to adopt Resolution **R-2013-0015** amending the City's investment policy 2013.

Fiscal Impact: N/A

RESOLUTION NO. R-2013-0015

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE 2013 CITY OF LA MARQUE INVESTMENT POLICY FOR THE INVESTMENT OF MUNICIPAL FUNDS; PROVIDING FOR AN EFFECTIVE DATE, AND SETTING FORTH OTHER RELATED MATTERS.

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

WHEREAS, the City Council of the City of La Marque, Texas adopted its 2013 Investment Policy pursuant to Chapter 2256 Texas Government Code, Public Funds Investment Act;

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

WHEREAS, the 2013 Investment Policy, attached as Exhibit "A", has been reviewed and includes amendments since the last adoption on September 10, 2012, **NOW, THEREFORE**,

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

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

Section 2. Proceedings. That the 2013 City of La Marque Investment Policy, as amended, attached hereto as "Exhibit A" is hereby adopted as the investment policy of the City of La Marque, effective _____, 2013.

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

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

PASSED AND APPROVED this the _____ day of _____, 2013.

ATTEST:

THE CITY OF LA MARQUE, TEXAS

By: _____
Robin Eldridge, City Clerk

By: _____
Bobby Hocking, Mayor

APPROVED AS TO FORM

Ellis J. Ortego

CITY OF LA MARQUE, TEXAS

AN INVESTMENT POLICY

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

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

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

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

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

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

C. **Yield** - The City shall avoid investment for speculation. Return on investment is of least importance compared to the safety and liquidity objectives described above and shall be expressed as **optimization of interest earnings**.

D. **Public trust** from prudent investment activities.

V. **Investment Authority** -- Responsibility and authority to conduct investment transactions resides with Finance Administration pursuant to Article VIII, Section 8.25. INVESTMENTS, of the City Charter. The director of finance is designated as the Investment Officer with the authority and responsibility to conduct, record, and report all investment transactions, and maintain the operation of the investment program, as governed by this Investment Policy.

A. The investment officer shall exhibit prudence and discretion in the selection and management of securities. Skill and judgment shall be exercised in order that no individual or group or transactions undertaken would jeopardize the total capital sum of the overall portfolio. The City of La Marque shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The investment officer shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.

B. The investment officer shall attend at least one training session relating to his/her responsibilities under this policy within 12 months after taking office or assuming duties and at least 10 hours once every two years thereafter. Training hereunder must include education in investment controls, security risks, strategy risks, market risks, and compliance with Chapter 2256 (T.G.C.)

C. In keeping with sound accounting practice and to assure adequate internal controls, and in the event circumstances require timely action and the investment officer is not available, the investment officer may delegate to the Accounting Supervisor procedural responsibilities for the operation of the investment program consistent with this Policy.

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

Coastal Securities is designated as an authorized broker/dealer.

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

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

~~A.J. Capital Corporation is designated an authorized broker representing PaineWebber, Myerberg and Company, A.G. Edwards and Vining Sparks.~~

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

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

VI. **Standards** -- To be observed.

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

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

- B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.
- C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by this policy. Unless matched to a specific requirement, the investment officer may not invest more than 30% of the portfolio for a period greater than two (2) years. Unless matched to a specific requirement, the investment officer may not invest in any portion of the portfolio for a period greater than three (3) years.
- D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific issue, a specific issue size, with a specific issuer, in a specific maturity or in a specific class of securities. Risk of loss includes principal as well as potential investment income.

Nevertheless, the City of La Marque recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. Also, it is intended that investments in all funds shall be managed in such a way that any market price losses resulting from interest-rate volatility shall be offset by income received from the balance of the portfolio during a 12-month period.

E. ~~E.~~ Yield - The core of investment are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments will be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

F. Weighted Average Maturity – The portfolio shall carry a weighted average maturity for any quarter to be no more than 90 days.

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CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

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

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

The internal control shall address the following points:

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

- D. **Avoidance of Bearer-form Securities** - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- E. **Clear Delegation of Authority to Subordinate Staff Member** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- F. **Written Confirmation of Telephone Transactions for Investments and Wire Transfers** - Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
- G. **Development of a Wire Transfer Agreement with the Lead Bank or Third Party Custodian** - This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.
- H. Limiting the number of authorized investment officials.
- I. Documentation of transactions and strategies.

VIII. **Authorized Investments** -- Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity and maturity. The choice of high grade government instruments is designed to provide for a safety of principal, return an acceptable yield and to assure marketability.

City funds may be invested in the following:

- A. Obligations of the United States Government, its agencies and instrumentalities with ratings not lower than AA and, not to exceed three (3) years to stated maturities.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

- E. Overnight balances remaining with the City's depository institution subject to a written depository agreement. These are interest bearing accounts, fully collateralized by pledged U.S. and Texas State government securities with ratings no lower than AA.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities with ratings no lower than AA. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at the time funds are disbursed.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

G. Although additional types of securities and instruments are approved for investment, they are not eligible for investment by the City under this Policy. An amended version of this Policy approved by the City Council is required prior to investments in any other investment instrument not specified herein.

H. City shall monitor credit ratings of all securities within the portfolio periodically. If credit ratings fall below minimum allowed per policy, Investment Officer shall notify City Manager and Council of the change and liquidate the security as quickly as possible to minimize the risk on the City's portfolio..

IX. **Prohibited Investments** -- There is an absolute prohibition on investments in any of the following investment instruments.

A. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

B. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; inverse floaters.

C. The City will not invest in mortgage backed derivative products.

X. **Reporting** -- The investment officer shall submit a quarterly and annual investment reports to the City Manager, Mayor and City Council that provides a clear picture of the status of the current investment portfolio. This report shall contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program, while allowing the entity to ascertain whether investment activities during the reporting period have conformed to the Investment Policy.

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

A. A listing of individual securities with maturity dates.

B. Overall weighted average maturity of the portfolio.

C. Overall current yield of the portfolio.

D. State the reported auction yield of the appropriate U.S. Treasury bill comparable to the overall portfolio.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

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

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

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

- XIII. **Fund Strategy** --

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

1. suitability of the investment to the financial requirements of the fund
2. preservation and safety of the principal
3. liquidity
4. marketability
5. diversification
6. yield

B. **Operating Funds** - The general operating fund generates cash income stream on relatively predictable patterns. Investments are usually made during tax receipts season with maturities scheduled to coincide with a decreased income stream later in the year. The investment structure must be liquid with a short weighted average maturity. Consideration to unreserved fund balance permits some maturity to exceed one year.

C. **Enterprise Funds** - A stable revenue stream from payment of utility bills coupled with fairly predictable expense patterns renders a smooth cash management program during the course of the year. Accordingly, weighted average maturities may extend to 120-150 days. Special consideration is given to the debt service payment requirements and maturities of certain investments are scheduled accordingly.

D. **Construction and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to adequate liquidity at the time of payment. A portion of investments (10%) should be highly liquid to allow for flexible and unanticipated project outlays. The balance may be scheduled to coincide with engineered project construction payment timetables. The stated final maturity date of any security held should not exceed the estimated project completion date.

E. EDC Fund – Main revenue source is sales tax. Effective January 2014, EDC operating cash shall be segregated from the City's pooled cash. Funds not protected under the City pooled cash collateral agreement shall be invested in securities allowed by the City's investment policy which shall carry the appropriate FDIC or other equivalent insurance protection on EDC funds..

~~EE.~~ **Other Fund Types** - These funds typically have identifiable income/expense patterns whereby investments can be diversified

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

GF. Overall Short-term Strategy - The City uses a consolidated cash system where cash is co-mingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in a high liquid local government investment pool. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short term interfund borrowing during the course of the year using due to-due from accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund.

- XIV. **Intent** -- It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as Chapter 2256, Public Funds Investment Act, Texas Government Code as amended by House Bill 2459 enacted by the 74th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.
- XV. **Compliance** -- The investment officer shall establish a process for annual independent review by an external audit to assure compliance with management controls and adherence to these policies and procedures.
- XVI. **Adoption** -- This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

EXHIBIT "A"

LIST OF THE PRIMARY GOVERNMENT SECURITIES DEALERS REPORTING TO
THE MARKET REPORTS DIVISION OF THE FEDERAL RESERVE BANK OF NEW
YORK.

BNP Paribas Securities Corp.
Barclays Capital Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets Inc.
Credit Suisse First Boston Corporation
Daiwa Securities America Inc.
Deutsche Bank Securities Inc.
Goldman, Sachs & Co..

HSBC Securities (USA) Inc.
Jefferies & Company, Inc.

J. P. Morgan Securities, Inc.
MF Global Inc.
Merrill Lynch Pierce, Fenner & Smith Inc.

Mizuho Securities USA Inc.
Morgan Stanley & Co. Incorporated
Nomura Securities International, Inc.
RBC Capital Markets, LLC
RBS Securities, Inc.
SG Americas Securities Corporation
UBS Warburg LLC.

NOTE: This list has been compiled and made available for statistical purposes only and has no significance with respect to other relationships between dealers and the Federal Reserve Bank of New York. Qualification for the reporting list is based on the achievement and maintenance of reasonable standards of activity.

Market Reports Division
Federal Reserve Bank of New York

**CITY OF LA MARQUE, TEXAS
INVESTMENT POLICY**

EXHIBIT "B"

BROKER/DEALER CERTIFICATION FORM

As required by Texas Government Code 2256.005(k)

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

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

I, as a registered principal for the firm _____ do hereby
certify that I, and the broker covering this account, _____,
have received and both have thoroughly reviewed the investment policy for the City.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude imprudent investment activity between this firm and the City arising from transactions between the City and the firm.

Signature

Name: _____

Title: _____

Date: _____

RESOLUTION NUMBER

~~A RESOLUTION APPROVING AND ADOPTING AN INVESTMENT POLICY AND AUTHORIZING THE DIRECTOR OF FINANCE TO ENGAGE IN CERTAIN FINANCIAL TRANSACTIONS ON BEHALF OF THE CITY OF LA MARQUE.~~

~~BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE:~~

~~1. That the Investment Policy attached hereto as Exhibit "A" is hereby approved and adopted by this the City Council of the City of La Marque, Texas.~~

~~2. That responsibility and authority to conduct investment transactions resides with Finance Administration pursuant to Article VIII, Section 8.25. INVESTMENTS, of the City Charter.~~

~~3. That the Director of Finance and his/her delegate of the City are each hereby authorized and empowered, for and on behalf of the City to establish and maintain one or more accounts with securities dealers for the purpose of purchasing, investing in, acquiring, selling, possessing, disposing of, transferring, exchanging, pledging, financing, and generally dealing in and with the securities authorized for investment by the City's Investment Policy, attached hereto.~~

~~4. That each of said authorized individuals shall have the fullest authority at all times with respect to the aforesaid transactions, including without limitation authority to give written and oral instructions to security dealers with respect to said transactions; to bind and obligate the City for the carrying out of any contracts, arrangement or transactions with security dealers, which shall be entered into by such officers on behalf of the City; to pay in cash, by check, or by wire, upon funds of the City such sums as may be due in connections with any said account; to deliver securities to security dealers, to order the delivery or transfer of securities to any name selected by said authorized individuals; to endorse and contract in order to pass title thereon; to direct the sale or exercise of any rights with respect to such securities; to sign for the City all releases, powers of attorney or other documents in connection with said account; to direct such security dealers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which said officers are hereby empowered to do; and generally to do and take all actions considered necessary or desirable by such officers in connection with such account.~~

~~5. That such security dealers may deal with either of the authorized individuals empowered by this resolution, directly or indirectly, as though they were dealing directly with the City.~~

~~6. That the City Clerk of the City is hereby authorized, empowered and directed to certify the following documents to security dealers and to affix the City seal thereon:~~

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- a. ~~certified copies of this resolution; and~~
b. ~~specimen signatures of the persons empowered by this resolution.~~

~~7. That the City is a home rule municipal corporation, duly organized and existing under the laws of the State of Texas, that its charter empowers it to transact the business defined in this resolution, and that no limitation has been imposed upon such powers by its charter, state law or otherwise which prevents the transaction of such business.~~

~~8. That security dealers may rely upon the authority given under this resolution, as continuing in effect until they receive written notice of a change in or rescission of such authority.~~

~~9. That in the event of any change in the office or powers of the persons hereby empowered, the City Manager of the City shall send written notice of such change to the security dealers with whom the City does business, which notification, when received, shall amend or terminate the powers of the persons theretofore authorized.~~

~~PASSED AND APPROVED on this the ____ day of _____, 2012.~~

Bobby Hocking
Mayor

ATTEST:

City Clerk

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GLOSSARY

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

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

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

EXHIBIT A

CITY OF LA MARQUE, TEXAS

AN INVESTMENT POLICY

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

CITY OF LA MARQUE, TEXAS

INVESTMENT POLICY

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

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

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

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

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

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

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

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

C. **Yield** - The City shall avoid investment for speculation. Return on investment is of least importance compared to the safety and liquidity objectives described above and shall be expressed as **optimization of interest earnings**.

D. **Public trust** from prudent investment activities.

V. **Investment Authority** -- Responsibility and authority to conduct investment transactions resides with Finance Administration pursuant to Article VIII, Section 8.25. INVESTMENTS, of the City Charter. The director of finance is designated as the Investment Officer with the authority and responsibility to conduct, record, and report all investment transactions, and maintain the operation of the investment program, as governed by this Investment Policy.

A. The investment officer shall exhibit prudence and discretion in the selection and management of securities. Skill and judgment shall be exercised in order that no individual or group or transactions undertaken would jeopardize the total capital sum of the overall portfolio. The City of La Marque shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The investment officer shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.

B. The investment officer shall attend at least one training session relating to his/her responsibilities under this policy within 12 months after taking office or assuming duties and at least 10 hours once every two years thereafter. Training hereunder must include education in investment controls, security risks, strategy risks, market risks, and compliance with Chapter 2256 (T.G.C.)

C. In keeping with sound accounting practice and to assure adequate internal controls, and in the event circumstances require timely action and the investment officer is not available, the investment officer may delegate to the Accountant procedural responsibilities for the operation of the investment program consistent with this Policy.

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

Coastal Securities is designated as an authorized broker/dealer.

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

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

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

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

VI. **Standards** -- To be observed.

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

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

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

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

The internal control shall address the following points:

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

- D. **Avoidance of Bearer-form Securities** - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
 - E. **Clear Delegation of Authority to Subordinate Staff Member** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
 - F. **Written Confirmation of Telephone Transactions for Investments and Wire Transfers** - Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
 - G. **Development of a Wire Transfer Agreement with the Lead Bank or Third Party Custodian** - This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.
 - H. Limiting the number of authorized investment officials.
 - I. Documentation of transactions and strategies.
- VIII. **Authorized Investments** -- Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity and maturity. The choice of high grade government instruments is designed to provide for a safety of principal, return an acceptable yield and to assure marketability.

City funds may be invested in the following:

- A. Obligations of the United States Government, its agencies and instrumentalities with ratings not lower than AA and, not to exceed three (3) years to stated maturities.

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

- E. Overnight balances remaining with the City's depository institution subject to a written depository agreement. These are interest bearing accounts, fully collateralized by pledged U.S. and Texas State government securities with ratings no lower than AA.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities with ratings no lower than AA. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at the time funds are disbursed.

CITY OF LA MARQUE, TEXAS

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

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

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

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

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

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

XIII. **Fund Strategy** --

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

CITY OF LA MARQUE, TEXAS

INVESTMENT POLICY

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

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

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

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

EXHIBIT "A"

LIST OF THE PRIMARY GOVERNMENT SECURITIES DEALERS REPORTING TO THE MARKET REPORTS DIVISION OF THE FEDERAL RESERVE BANK OF NEW YORK.

BNP Paribas Securities Corp.
Barclays Capital Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets Inc.
Credit Suisse First Boston Corporation
Daiwa Securities America Inc.
Deutsche Bank Securities Inc.
Goldman, Sachs & Co..

HSBC Securities (USA) Inc.
Jefferies & Company, Inc.

J. P. Morgan Securities, Inc.
MF Global Inc.
Merrill Lynch Pierce, Fenner & Smith Inc.

Mizuho Securities USA Inc.
Morgan Stanley & Co. Incorporated
Nomura Securities International, Inc.
RBC Capital Markets, LLC
RBS Securities, Inc.
SG Americas Securities Corporation
UBS Warburg LLC.

NOTE: This list has been compiled and made available for statistical purposes only and has no significance with respect to other relationships between dealers and the Federal Reserve Bank of New York. Qualification for the reporting list is based on the achievement and maintenance of reasonable standards of activity.

Market Reports Division
Federal Reserve Bank of New York

CITY OF LA MARQUE, TEXAS INVESTMENT POLICY

EXHIBIT "B"

BROKER/DEALER CERTIFICATION FORM

As required by Texas Government Code 2256.005(k)

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

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

I, as a registered principal for the firm _____ do hereby
certify that I, and the broker covering this account, _____,
have received and both have thoroughly reviewed the investment policy for the City.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude imprudent investment activity between this firm and the City arising from transactions between the City and the firm.

Signature

Name: _____

Title: _____

Date: _____

GLOSSARY

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

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

with Rule 12b-1 under the Investment Company Act of 1940 as amended (the “Investment Company Act”).

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

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



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Suzy Kou
Department: Finance

Agenda item: 9j
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution **R-2013-0016** amending the City of La Marque Purchasing Policy to be in compliance with current laws.



Attachments for Reference

1. **Resolution R-2013-0015**
2. **Proposed Purchasing Policy (Exhibit A)**

Staff Briefing: It is critical that the City's purchasing policy remains current to laws and other city policies and procedures in effect.

History (if applicable): The current City Purchasing policy in effect was last amended in November 2005.

Target Implementation: 9/24/13

Significant Action Dates:

1/27/2003 – Adopted

11/14/2005 - Amended

2/6/13; 2/18/13 - Fiscal Affairs Committee meetings

Action:

☐

Ordinance



Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

Cost Details:

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

Staff's Recommended Motion: Motion to adopt Resolution **R-2013-0016** amending the City of La Marque Purchasing Policy to be in compliance with current laws.

Fiscal Impact: N/A

RESOLUTION NO. R-2013-0016

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE 2013 CITY OF LA MARQUE PURCHASING POLICY TO UPDATE TO CURRENT LAWS AND REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE, AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, the City Council of the City of La Marque, Texas adopted its 2013 Purchasing Policy based on current purchasing laws and other requirements; and

WHEREAS, the governing body of the City shall adopt a resolution reflecting all changes; and

WHEREAS, the 2013 Purchasing Policy, attached as Exhibit “A”, has been reviewed by the Fiscal Affairs Committee and includes amendments since the last adoption on November 14, 2005; and

WHEREAS, the governing body of the City shall allow for a transition period of 90 days for staff training to comply with the new policy **NOW, THEREFORE**,

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

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

Section 2. Proceedings. That the 2013 City of La Marque Purchasing Policy, as amended, attached hereto as “Exhibit A” is hereby adopted as the purchasing policy of the City of La Marque, effective _____, 2013.

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

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

PASSED AND APPROVED this the _____ day of _____, 2013.

ATTEST:

THE CITY OF LA MARQUE, TEXAS

By: _____
Robin Eldridge, City Clerk

By: _____
Bobby Hocking, Mayor

APPROVED AS TO FORM

By: _____
Ellis J. Ortego

EXHIBIT A

CITY OF LA MARQUE, TX



**PURCHASING MANUAL
2013**



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- A. Agreement Form – Workers Compensation Insurance for Building and Construction Projects
- B. Certificate of Insurance
- C. Disclosure Statements
 - (1) CIQ - (Vendor or person doing business with City)
 - (2) CIS - (Local Government Officer)



PRINCIPLES OF PURCHASING

1. To consider the best interests of City of La Marque in all transactions and to carry out its established policies.
2. To purchase without prejudice, seeking to obtain the maximum value for each dollar of expenditure according to City of La Marque quality standards.
3. To strive consistently for knowledge of the materials and supplies required for use of the City and to establish practical methods of obtaining them.
4. To subscribe to and work for honesty and truth in buying and to denounce all forms of conflict of interest.
5. To avoid all unethical practices.
6. To be receptive to competent counsel from colleagues and to be guided by such counsel without impairing the dignity and responsibility of the office.
7. To cooperate with all organizations and individuals engaged in activities designed to enhance the development and standing of public purchasing.



GENERAL ETHICAL STANDARDS

- **Personal Gain.** It shall be a breach of ethics to attempt to realize personal gain through public employment with City of La Marque by any conduct inconsistent with the proper discharge of the employee's duties.
- **Influence.** It shall be a breach of ethics to attempt to influence any public employee of City of La Marque to breach the standards of ethical conduct set forth in City of La Marque's code of ethics.
- **Conflicts of Interest.** It shall be a breach of ethics for any employee of City of La Marque to participate directly or indirectly in procurement when the employee knows that:
 - the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
 - a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
 - any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- **Gratuities.** It shall be a breach of ethics to offer, give or agree to give any employee or former employee of City of La Marque, or for any employee or former employee of City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this government.
- **Kickbacks.** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
- **Contract Clause.** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation thereof.



- Confidential Information. It shall be a breach of ethics for any employee or former employee of City of La Marque knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

BUSINESS RELATIONS WITH SUPPLIERS

It is essential to develop and maintain goodwill between the City of La Marque and its suppliers. The reputation of the City can be promoted by:

- (a) Giving all salespersons a full, fair, prompt, and courteous hearing.
- (b) Keeping competition open.
- (c) Keeping specifications accurate, clear and without bias for a specific product or service.
- (d) Having and applying consistent buying policies and principles.
- (e) Observing strict truthfulness in all transactions and in correspondence.
- (f) Respecting the confidence of the salesperson or the company about confidential information.
- (g) Keeping free from any obligation to any vendor.

The relationship between the purchaser and the seller must be based on mutual understanding. No contract that proves unsatisfactory to the vendor can be satisfactory to the buyer. It is the responsibility of all employees involved in the purchasing function to establish a relationship of mutual confidence and satisfaction between the City and its suppliers within the confines of applicable law and policy.

The City reserves the right to reject business relationship with vendors who owe outstanding debt to the City until all issues are resolved.

OPEN RECORDS POLICY

Release of any bid is subject to the Public Information Act. Trade secrets and confidential information in competitive sealed bids are not open for public inspection. All proposals are open for public inspection after the contract is awarded, exclusive of trade secrets and confidential information in the proposals.



INTRODUCTION IN GENERAL

This Purchasing Manual (the "Manual") establishes the policies and procedures governing the City's purchase of goods and services. This manual accomplishes the following purposes: (1) it delineates procedures that are consistent with law as well as good business practices; (2) it provides basic information for proper preparation of purchasing requisitions; (3) it describes methods of procuring goods and services; and (4) it establishes standard purchasing policies and procedures.

No contract will be binding upon the City unless authorized by the City Council and/or City Manager. Any City personnel who authorize or attempt to authorize a purchase without proper approvals will be subject to disciplinary action.

AUTHORIZATION LEVELS

Purchases	Approvals Required
0 - \$249.99	City Manager, Finance Director, Department Director through check requests.
\$250 - \$24,999.99	City Manager, Finance Director, Department Director through PO's, 3 written quotes and other requirements.
Greater than \$24,999.99	City Council, City Manager, Finance Director, Dept. Director through bids, minutes of approval and PO requirements.

The above chart applies to general normal condition. Exceptions are listed with more details in other sections of this manual.

Check Request
\$0 - \$249.99



Purchase Order
\$250 - \$24,999.99



Bidding and PO
Greater than or equal to \$25,000



EMERGENCY PURCHASES AND SERVICES

Emergency purchase orders are to be used only if supplies from local or area vendors are needed immediately and may not exceed \$10,000. Under special circumstances, City Manager may waive the limitation to accomplish certain tasks required to protect the City. All purchase tickets and receipts shall be submitted to Finance immediately for processing.



DEFINITIONS

The following definitions apply to this Purchasing Manual:

- (a) "Architect" means an individual registered as an architect under Occupations Code Sec. 1051.001.
- (b) Check request means request for a city check to be approved and processed to compensate vendors for goods or services already occurred or to occur at near future.
- (c) "Design-build contract" means a single contract with a design-build firm for the design and construction of a facility.
- (d) "Design-build firm" means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.
- (e) "Design criteria package" means a set of documents that provides sufficient information to permit a design-build firm to prepare a response to the City's request for qualifications and any additional information requested, including criteria for selection. The design criteria package must specify criteria the City considers necessary to describe the project and may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirements, as applicable.
- (f) "Emergency Purchase" means a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipalities residents or to preserve the property of the municipality; a procurement necessary to preserve or protect the public health or safety of the municipality's residents; a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

All emergency purchases must be approved by City Manager before payments can be processed.

- (g) "Engineer" means an individual registered as a professional engineer under The Texas Engineering Practice Act (Article 3271a, Vernon's Texas Civil Statutes).



- (h) “Facility” means buildings the design and construction of which are governed by accepted building codes. The term does not include:
 - (1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or
 - (2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects.
- (i) “High technology procurement” means the procurement of equipment, goods, or services of a highly technical nature, including:
 - (1) data processing equipment and software and firmware used in conjunction with data processing equipment;
 - (2) telecommunications equipment and radio and microwave systems;
 - (3) electronic distributed controls systems, including building energy management systems; and
 - (4) technical services related to those items.
- (j) “HUB” means a historically underutilized business, the name of which appears on a list provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code.
- (k) “Planning services” means services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- (l) “Professional services” means services that require a high level of knowledge and experience and that are consistent with the standards of professionalism. Professional services include, but are not limited to, the following services within the scope of the practice of:
 - (1) accounting;
 - (2) architecture;
 - (3) landscape architecture;
 - (4) land surveying;
 - (5) medicine;
 - (6) optometry
 - (7) professional engineering;
 - (8) real estate appraising;



- (9) professional nursing; and
 - (10) any other service requiring special knowledge or attainment and a high order of learning, skill and intelligence.
- (m) Purchase Order means request to order certain goods or services before the purchasing activity occurs.
- (n) “Sole source items” means items that are available from only one (1) source, including, but not limited to: (i) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; (ii) films, manuscripts, or books; (iii) gas, water, and other utility services; (iv) captive replacement parts or components for equipment; (v) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and (vi) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

When a department has identified a specific brand, and will not consider alternate products, a detailed justification explaining why other vendors or products are not acceptable must be provided to City Manager in advance for review and concurrence. Sole source affidavit shall be signed before submission to City Manager for approval.

DEPARTMENTAL RESPONSIBILITIES

1. Comprehend, apply and follow the Purchasing Policy. All Directors and purchasing staff shall sign and agree that he/she understands and will comply with the Policy.
2. For all PO's totaling greater than or equal to \$250, obtain at least three written quotes from appropriate vendors. If three written quotes are not obtainable, explanations are required to justify the reason(s).
3. Prepare Purchase Order in a timely and efficient manner **prior** to the actual transaction taking place.
4. Develop specifications and determine the quality of supplies, equipment, services, quantity and the delivery date required.
5. Review sealed bids and proposals and recommend award of contracts. Each Department Director shall prepare the documents and recommend award of contracts in written form.
6. Submit all bid related documents including a copy of the award letter to City Clerk.



7. Each department shall receive and inspect items delivered, report any shipments that fail to meet the purchase order and notify Finance of all discrepancies and items that need to be returned.
8. All contracts need to be reviewed by City Attorney through City Manager prior to transaction taken place.

CITY CLERK RESPONSIBILITIES

1. Prepare and legally advertise all invitations to bid, hold pre-bid conferences and bid openings. Encourage competition and endeavor to obtain full and open participation in the bidding processes by all responsible vendors. Maintain confidentiality of all information used in the bidding process.
2. Obtain bids with receiving date and/or time recorded and perform bid opening procedures at specified time and place.
3. Maintain all City maintenance, lease, rental, and copier agreements.
4. Maintain all bid documents.
5. Distribute executed contracts/agreements to appropriate departments after all authorized parties have signed.

RESPONSIBILITY FOR DEBTS

Council shall assume responsibility for debts incurred in the name of the City so long as those debts are for purchases made in **accordance with adopted Council Policy and current administrative procedures regarding purchasing and expending**. Council shall not be personally liable for any City related obligation at any time nor be responsible for debts incurred by persons or organizations not directly under Council control. **Persons making unauthorized purchases shall assume full responsibility for all such debts.** Unauthorized purchases are those purchases made without a purchase order or prior approval from the City Manager.

SALES TAX EXEMPTION

Tangible personal property incorporated into realty of the City under Texas Tax Code 151.39 or 151.310 is exempt from sales and use tax. This includes materials used in lump sum and separated contracts.



In addition, tangible personal property that is necessary or essential to the performance of a contract for the City is exempt if the property is completely consumed at the job sites. Tangible personal property is completely consumed if, after being used once for its intended purpose, it is used up or destroyed. Machinery and equipment are not exempted and the contractor owes tax on the purchase, lease or rental of machinery, equipment, repair or replacement parts, and accessories for the machine or equipment.

Taxable services purchased for use in performing the contract will be exempt from tax if the service is performed at the job site, and the service is either expressly required under the contract or is integral to the performance of the contract.

Sales and use tax exempt certifications and Texas resale certificate forms are issued by the contractors directly to the suppliers.

CIRCUMVENTION OF PURCHASING

It is unlawful to knowingly or intentionally authorize separate, sequential or component purchases to avoid the competitive bidding statutes. Purchases are based on commodities.

Separate purchases means purchases, made separately, of items that in normal purchasing practices would be purchased on one purchase.

Sequential purchases means purchases, made over a period of time, of items that in normal purchasing practices would be purchased on one purchase.

Component purchases means purchases of component parts of an item, that in normal purchasing practices would be purchased on one purchase.

If a person fails to comply with the competitive bidding or competitive proposal procedures required by Chapter 252, that person may be convicted of a Class B misdemeanor. This includes a situation in which a person makes or authorizes separate, sequential or component purchases in an attempt to avoid competitive bidding requirements. A Class B misdemeanor may be punished by a fine of up to \$2,000, confinement in jail for up to 180 days, or both the fine and confinement.

Under Texas law, an individual is automatically removed from his or her position if that person is finally convicted of failing to comply with competitive bidding or competitive proposal procedures required by Local Government Code Chapter 252. Once removed from office, such a person may not hold any public office in this state for four years after the date of final conviction.



LEASE PURCHASES / CONTRACT FINANCING

All lease purchases or any financing plans attached to any purchasing transaction, or any contract/agreement binding the City to any form of future commitments or obligations shall be approved by City Manager if less than \$25,000. Greater than or equal to \$25,000 shall be approved by City Council.

CONTRACTS

Contracts (construction, professional services, contract instructors, etc.) may be issued on a purchase order or contract form. In addition, the issuance of a purchase order on work involving construction, repairs, renovation and maintenance of buildings, may require a separate contract document. This contract shall be formulated as required to cover the project parameters and work to be accomplished and is subject to current bid or proposal laws. The City Manager must sign this contract and, where appropriate, may be subject to Council approval.

PURCHASING VIOLATIONS

Any commitment to acquire goods or services greater than \$249.99 from budgeted funds prior to securing an approved purchase order is prohibited. Anyone creating or authorizing such a commitment prior to securing a purchase order will be personally liable for payment of such agreement. All City of La Marque employees shall comply with the Purchasing Manual as adopted by Council. Substantiated, intentional, or knowing violations of the Purchasing Policy by an employee will result in corrective action, up to and including discharge of employment.

PROFESSIONAL SERVICES

Professional services are exempt from the competitive sealed bidding and competitive sealed proposal requirements of state law. The City will select a provider of professional services on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. If architectural, engineering, or land surveying services are involved, the City will first select the most highly-qualified provider of those services on the basis of demonstrated competence and qualifications and then attempt to negotiate with that provider a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering or land surveying services, the City will formally end negotiations with that provider, select the next most highly qualified provider and attempt to negotiate a contract with that provider until a contract is entered into.



An expenditure of less than \$25,000 does not require City Council approval and the City Manager is empowered to approve such purchases and to enter into contracts within such dollar amount.

Any expenditure greater than \$24,999 shall require City Council approval. If the expenditure will exceed \$24,999 for architectural, engineering or land surveying services, the City will solicit a formal request for qualifications ("RFQ") from the provider(s) of such services. Responses to the RFQ will be reviewed by City staff and the providers will be ranked according to the most highly qualified, the next most highly qualified and so on. Council action will then be scheduled to approve the staff rankings of the three (3) most-qualified providers, to authorize negotiations with the most highly qualified provider, the next most highly qualified provider (if a satisfactory contract cannot be negotiated with the most highly qualified provider) and so on; and to authorize the City Manager to negotiate a contract at a not to exceed dollar value established by the Council. In such cases the City Manager is authorized by this Manual to execute the contract negotiated with the professional services provider without further Council approval.

OTHER EXEMPT PURCHASES

In addition to professional services, the following purchases are exempt from the competitive sealed bidding and competitive sealed proposal requirements of state law:

- (a) emergency purchases (a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality);
- (b) purchases necessary to preserve or protect public health or safety;
- (c) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- (d) a procurement for personal or planning services,
- (e) a procurement for work that is performed and paid by the day as the work progresses;
- (f) a purchase of land or a right-of-way;
- (g) a purchase of sole source items;
- (h) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
- (i) a purchase of rare books, paper and other library materials for a public library;



- (j) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
- (k) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212 of the Local Government Code;
- (l) personal property sold:
 - (1) at an auction by a state licensed auctioneer;
 - (2) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - (3) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
 - (4) under an Interlocal contract for cooperative purchasing administered by a regional planning commission established under Local Government Code Chapter 391;
- (m) goods purchased by the City for subsequent retail sale by the City; or
- (n) electricity.

An expenditure of less than \$25,000 does not require City Council approval and the City Manager is authorized to approve such purchases and to enter into contracts within such dollar amounts. An expenditure greater than or equal to \$25,000 requires City Council approval.

Chapter 212, Subchapter C of the Texas Local Government Code authorizes the City to enter into contracts with a developer of a subdivision or land in the City to construct public improvements, not including a building, related to development. Competitive sealed bidding is not required for such contracts if the city complies with the terms of that subchapter. The contract must establish the limit of participation by the City at a level not to exceed 30 percent of the total contract price. In addition, the contract may also allow participation by the City at a level not to exceed 100 percent of the total cost for any oversizing of improvements required by the City including, but not limited to, increased capacity of improvements to anticipate other future developments in the area. The City is liable only for the agreed payment of its share, which shall be determined in advance either as a lump sum or as a factor or percentage of the total actual cost as determined by City ordinance.

HIGH TECHNOLOGY PROCUREMENTS

For high-technology procurements of less than \$25,000 the following requirements shall apply:

- (1) under \$250 - the department may call one source only and place an order;



- (2) \$250 to \$24,999 - a minimum of three (3) written price quotations shall be required. If three quotes are not obtainable, explanations will be required to justify the result. Price quotes may be by fax or email/internet. If the purchase amount is greater than \$3,000 but less than 25,000, the department must contact at least two (2) HUBs on a rotating basis based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code. If the list fails to identify a HUB in Galveston County that provides the goods and services, then this requirement shall not apply.

The price quotations listing the three (3) vendors and their quotations shall be entered/attached by user department when inputting PO on the financial software system. PO's must be approved by appropriate levels assigned in the financial software system before they can be issued. User departments should enter as much details as possible each time PO's are created.

The City Manager may approve high-technology purchases of less than \$25,000. For high-technology procurements greater than \$24,999 the competitive sealed proposal requirements of state law shall apply. The City Manager shall determine which department shall be responsible for developing the technical specifications and terms of the request for proposals ("RFP"). Notice of the time and place at which the proposals will be publicly opened and read aloud will be published at least once a week for two consecutive weeks in the local official newspaper. The date of the first publication must be before the 14th day before the date set to publicly open the proposals and read them aloud. The department may discuss the proposals with the offerors who are determined to be reasonably qualified for the award of the contract. Discussions must be held according to the terms of the RFP. Offeror must be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions to the RFP are permitted after submission and before award of the contract. The contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and other evaluation factors included in the RFP. City Council approval is required for high-technology purchases greater than \$24,999.

PURCHASE OF INSURANCE

A purchase of insurance requiring an expenditure of \$5,000 or less does not need to be competitively bid. Except as otherwise provided herein, any purchase of insurance requiring expenditure greater than \$5,000 will be accomplished through the competitive sealed bidding process. In bidding situations, the City Manager shall determine which department will be responsible for developing the bid package. Notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two (2) consecutive weeks in the local official newspaper. The date of first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. The contract must be awarded to the lowest responsible bidder.



Competitive sealed bidding is not required for the purchase of life, sick, accident and other health benefits and insurance through a risk pool established pursuant to Chapter 172 of the Texas Local Government Code, Chapter 791 of the Texas Government Code and Texas Trust Code (Title 9, Subtitle B, Texas Property Code).

PURCHASE OF OTHER GOODS AND SERVICES

The purchase of other goods and services (excluding insurance, professional services, exempt procurements, construction services and high-technology procurements) shall be subject to the provisions of this section. If the purchase is less than \$25,000 the following requirements shall apply:

- (a) under \$250 - the department may call one source only, place an order, and submit a check request for authorizations;
- (b) \$250 to \$24,999 - a minimum of three (3) written price quotations and PO shall be required. If three quotes are not obtainable, explanations will be required to justify the result.

Price quotes may be obtained by fax, or email/internet. If the purchase amount is greater than \$3,000 but less than \$25,000, the department must contact at least two (2) HUBs on a rotating basis based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code. If the list fails to identify a HUB in Galveston County that provides the goods and services, then this requirement shall not apply. The price quotations listing the three (3) vendors and their quotations shall be entered/attached by user department when inputting PO's on the financial software system. PO's must be approved by appropriate levels assigned in the financial software system before they can be issued. User departments should enter as much details as possible each time PO's are created.

The City Manager is authorized to approve and enter into contracts for purchases of less than \$25,000.

For purchases of other goods and services \$25,000 or greater the competitive sealed bidding provisions of state law shall apply to the purchase. The City Manager shall determine which department shall be responsible for developing the technical specifications and terms of the bid. Notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two (2) consecutive weeks in local newspaper. The date of first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. The contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value the City may consider the following:

- (a) the purchase price;
- (b) the reputation of the bidder and of the bidder's goods or services;



- (c) the quality of the bidder's goods or services;
- (d) the extent to which the goods or services meet the City's needs;
- (e) the bidder's past relationship with the City;
- (f) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.
- (g) the total long-term cost to the City to acquire the bidder's goods or services; and
- (h) any relevant criteria specifically listed in the request for bids.

The bid specifications/bid package must state that the contract may be awarded to either the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. City Council approval is required for purchases greater than \$25,000.

Additionally, under the following circumstances a bid may be awarded to a local bidder whose principal place of business is in the City and whose bid is not the lowest bid:

- (1) the purchase involves personal property that will not be affixed to real property;
- (2) the local bid is within 3% of the lowest bid received by the City from a bidder who is not a resident of the City; and
- (3) the City determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award including the employment of residents of the City and increased tax revenues to the City.

CONSTRUCTION SERVICES

Procurement of construction-related services shall be subject to the provisions of this section. If the expenditure will be less than \$25,000 the following requirements shall apply:

- (a) under \$250 - the department may call one source only, place an order, and submit a check request for authorizations;
- (b) \$250 to \$24,999 - a minimum of three (3) written price quotations shall be required. If three quotes are not obtainable, explanations will be required to justify the result. If the purchase amount is greater than \$3,000 but less than \$25,000, the department must contact at least two (2) HUBs on a rotating basis based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code. If the list fails to identify a HUB in Galveston County that provides the services, then this requirement shall not apply. The price quotations listing the three (3) vendors and their quotations shall be entered/attached when inputting PO's on the financial software system. PO's must be approved by



appropriate levels assigned in the financial software system before the purchase order can be issued. User departments should enter as much details as possible each time PO's are created.

The City Manager is authorized to approve and enter into contracts for purchases of less than \$25,000.

Except as otherwise provided herein, a procurement of construction-related services requiring an expenditure greater than or equal to \$25,000 must be obtained through competitive sealed bids. In such cases the City Manager shall determine which department shall be responsible for developing the technical specifications and terms of the bid. Notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two (2) consecutive weeks in the local newspaper. The date of first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. The contract must be awarded to the lowest responsible bidder. City Council approval is required for an expenditure of funds greater than or equal to \$25,000.

The City may enter into a contract with a developer of a subdivision or land in the City for the construction of public improvements, not including a building, related to the development. Competitive sealed bidding is not required for an expenditure greater than or equal to \$25,000 if the City complies with the requirements of Chapter 212, Subchapter C of the Texas Local Government Code. Among the requirements of that subchapter is that the city's level of participation in the contract must not exceed thirty (30%) percent of the contract price. Additionally, the developer must execute a performance bond. If a developer participation contract does not meet these requirements as well as all the other requirements contained in chapter 212, subchapter C, then the contract is subject to all of the normal rules regarding competitive bidding. (See developer participation contracts discussed in the section of this Manual regarding exempt purchases).

A procurement of services for the construction, rehabilitation, repair or alteration of a facility that requires an expenditure greater than or equal to \$25,000 may be obtained using any of the following methods:

- (1) competitive sealed bidding;
- (2) competitive sealed proposals for construction services;
- (3) a design-build contract; or
- (4) a contract to construct, rehabilitate, alter or repair facilities that involves using a construction manager; or
- (5) a job order contract for the minor construction repair, rehabilitation or alteration of a facility (for work of a recurring nature where deliver times are indefinite and indefinite quantities and orders are awarded substantially on the basis of prescribed and prepaid tasks).

The City Manager shall determine which method will provide the best value for the City prior to advertising the project. The City will publish notice of the time and place the bids, proposals or



responses to a request for qualifications will be received and opened. The notice will be published in the local official newspaper at least once each week for at least two (2) weeks before the deadline for receiving bids, proposals or responses to a request for qualifications. In a two-step procurement process the time and place the second step bids, proposals or responses will be received are not required to be published separately. State law establishes additional requirements and procedures for the methods of procurement set forth in (2) - (5) above. The City Manager must be consulted with respect to such procurement methods.

The City may consider the following factors in determining to whom to award the contract for construction, rehabilitation, repair or alteration of a facility:

- (a) the purchase price;
- (b) the reputation of the vendor and of the vendor's goods or services;
- (c) the quality of the vendor's goods or services;
- (d) the extent to which the goods or services meet the City's needs;
- (e) the vendor's past relationship with the City;
- (f) the impact of the ability of the City to comply with rules relating to historically underutilized businesses;
- (g) the total long-term cost to the City to acquire the vendor's goods or services; and
- (h) any other relevant factor specifically listed in the request for bids or proposals.

Under the provisions of Chapter 302 of the Local Government Code, the City may enter into contracts for energy or water conservation measures to reduce energy or water consumption or operating costs of governmental facilities by utilizing the request for qualifications method or a request for proposals method. Contracts authorized under Chapter 302 of the Local Government Code include contracts for the installation or implementation of:

- (1) insulation of the building structure and systems within the building;
- (2) storm windows or doors, caulking or weather stripping, multi-glazed windows or doors, heat-absorbing or heat-reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;
- (3) automatic energy control systems, including computer software and technical data licenses;
- (4) heating, ventilating, or air conditioning system modifications or replacements that reduce energy or water consumption;
- (5) lighting fixtures that increase energy efficiency;
- (6) energy recovery systems;
- (7) electric systems improvements;
- (8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;
- (9) water-conserving landscape irrigation equipment;
- (10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:
 - (a) landscape contouring, including the use of berms, swales, and terraces; and



- (b) the use of soil amendments that increase the water-holding capacity of the soil, including compost;
- (11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;
- (12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;
- (13) equipment needed to capture water from non-conventional, alternate sources, including air conditioning condensate or gray water, for non-potable uses;
- (14) metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings; or
- (15) other energy or water conservation-related improvements or equipment, including improvements or equipment related to renewable energy or non-conventional water sources or water reuse.

City Council approval is required for all expenditures greater than or equal to \$25,000 for any construction project.

If public health, safety, or welfare and professional engineering issues are involved, the engineering plans, specifications, and estimates for the construction of a public work generally must be prepared by a licensed professional engineer. Further, the engineering for construction usually must be executed under the direct supervision of a licensed professional engineer.

There are two circumstances in which the above requirements do not apply to the construction of a public work by a city:

- They do not apply to a public work that involves a total expenditure of less than \$8,000 even if the work involves structural, electrical, or mechanical engineering. If the expenditure for such a public work will amount to or exceed \$8,000, the use of an engineer is required as noted above.
- If the work does not involve structural, electrical or mechanical engineering, then the use of an engineer is not required as long as the total contemplated expenditure on the project will not exceed \$20,000.

PROCEDURES TO COMPLETE BID PACKETS

After each bid is awarded, the following documents shall be submitted to the City Clerk's office as one packet:

1. AUTHORIZATION TO BID – For each item being bid, the City Clerk needs to be notified. Authorization to bid is usually the budget request description submitted before the budget was adopted. It can also be any proof showing proper City Council approval for this item to go out for bid (Minutes and agenda summaries of City Council Meetings, Special City Council Workshop). If any item to be bid is one specific line item approved during the



budget process, then that item does not need to go through the Council approval to bid process again. All items to be bid must go to City Council to authorize the bidding process.

2. EVIDENCE OF TIMELY RECEIPT OF BIDS – The City Clerk should note on each bid packet received, the date and time received and retain these documents in the bid file.
3. BID TABULATION – The bid tabulation should accompany the agenda summary to the Council Meeting. The bid tabulation should be a short summary of the bids.
4. COUNCIL APPROVAL – The City Clerk will copy the minutes when a bid is approved and retain this information in the bid file.
5. COPY OF ADVERTISEMENT – The City Clerk shall retain the affidavit from the newspaper when an item has been advertised for bids.
6. NOTICE OF PUBLICATION – Same as (5) above. Notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two (2) consecutive weeks in the local official newspaper. The date of the first publication must be before the 14th day before the date set to publicly open the proposals and read them aloud.
7. AWARD LETTER – The department responsible for the bid shall send an award letter immediately following the Council Meeting at which the contract was awarded and shall forward a copy of this letter to the City Clerk for the bid file.
8. CONTRACT EXTENSION OR CHANGE ORDERS – If the contract has been extended or amended, a notice of this approval shall be retained in the file and attached to the PO in the financial system.

Approval of change orders by the City Manager is limited to \$24,999.99 or less, or by the City Council if over \$24,999.99. However, the original contract price may not be increased by more than twenty-five (25%) percent. In such a situation, the city would need to seek bids or proposals for the work or products that would be beyond the 25% amount. If the city wants to decrease the contract amount by more than 25%, it needs to obtain the approval of the contractor for such change.

STATE APPROVED METHODS OF SATISFYING COMPETITIVE BID REQUIREMENT

Notwithstanding anything in this Manual to the contrary, the City may satisfy the competitive bid requirement of state law by purchasing goods and services through any but not limited to the following:

- (a) the Texas Building and Procurement Commission (formerly the General Services Commission);



- (b) the Texas Department of Informational Resources (DIR)
- (c) the Houston-Galveston Area Council Cooperative Purchasing Program (HGAC);
- (d) the Texas Local Government Purchasing Cooperative (The Buyboard);
- (e) an Interlocal Agreement with another governmental entity that has complied with state law purchasing requirements;
- (f) Texas Procurement Center;
- (g) TIPS/TAPS Cooperative Purchasing System;
- (h) PACE Coop (Purchasing Association of Cooperative Entities); and
- (i) any other agency or entity that state law provides will satisfy the competitive bid requirements.

SPECIFICATIONS

This section outlines the purpose and preparation of specifications.

1. A specification is a description of the physical, functional or performance characteristics of an item, supply or service. The specification is used to enable bidders to propose the proper goods or services, and assist the City in obtaining goods or services that will be appropriate to the City's needs.
2. Design specifications - detailed description of a good or service, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details needed for the provider to produce an item of minimum acceptability. Design specifications are usually required for construction projects and custom produced items and for many services.
3. Performance Specifications - where the goods and/or services are described in terms of required performance. They may include such details as required power, strength of material, test methods and standards of acceptability and recommended practices.
4. Combination Specifications - contain elements of both design and performance specifications. Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of the City and also to require certain necessary design characteristics. This is probably the most common type of specifications.
5. Brand Name Specifications - this type of specification is simply a reference to one or more acceptable brand names. Since this type of specification discourages competition, it should



not be used unless the item is the only one which will satisfy the City's requirement. This type of specification is useful for purchasing replacement parts where only the brand name item will work.

6. Brand Name or Equal Specifications - similar to brand name specifications, except that products equal to the characteristics of the named brand are specified as acceptable.
7. Qualified Products List Specifications - based on a list of products, identified by manufacturers' name and model numbers, which are the only items which will be acceptable or when reordering to maintain commonality. These are used when quality is such a critical factor and testing so lengthy or expensive that the City wants to stay with proven products. The list is prepared by testing products, whether in the lab or in daily use. Items may be added to the list by the vendor demonstrating their quality in comparison to those on the list.
8. Standard Specifications - a single specification for one or more goods/services that are ordered on a recurring basis and that have the same general purpose. The same specification is used each time an order is placed or bids are advertised. Examples are office supplies, paper, janitorial supplies and copier service contracts. Standardized specifications will usually be more complete and detailed than one-time specifications.

RECEIVING BIDS/PROPOSALS

Receiving competitive bids and proposals must be done in a manner such that no possibility of favoritism or even the appearance of favoritism exists. Here are some steps that can be taken to accomplish this:

1. Each bid or proposal must be returned to the City Clerk's office in a separate envelope, sealed and with the bid or proposal identified as bid/proposal marked on the outside of the envelope. Only one bid/proposal will be allowed per envelope. If more than one bid is submitted, the vendor/bidder must use separate envelopes for each one.
2. The bid/proposal envelope shall be time and date stamped as soon as it is received at the City Clerk's Office.
3. The bid/proposal envelope shall be filed unopened until the scheduled bid opening date.
4. Bids/proposals shall be opened at the hour specified in the invitation/request at the City Council chambers and the public as well as the vendors/bidders are invited and encouraged to attend the bid opening. A representative from the requesting department must be present to act as witness to disprove charges of irregularities.
5. The following are grounds for disqualification:
 - unsigned bid/proposals, or bids/proposals with unauthorized signatures.



- bids/proposals received after the date and time for opening. Late bids/proposals shall not be considered for award of the purchase.
- bids/proposals where prices are conditioned on award of another bid, or when prices are subject to unlimited escalation. If allowed by the specification, prices may be subject to escalation based on an independent wholesale index (e.g., for oil and gas products, the net terminal price, or current Oil Price Information Service prices).

Bids and proposals are awarded by La Marque City Council. The City Council must have reliable evaluations of the bids or proposals in order to make an informed decision about which to accept.

The staff of the user department can make this task easier by providing tabulations, calculation checks, information about compliance with specifications and price extensions. The staff shall also make the recommendation with concurrence by the City Manager based on the merits of each bid/proposal.

BID TABULATION

1. After a bid opening, bids are tabulated and evaluated by the user department. At this time, there will be an "apparent low bidder". The low dollar bid however, shall not necessarily constitute the successful bid. There may be a number of other factors which may cause another bid to be selected. Two (2) common ones are shown below:
 - (a) conformity to specifications - An item/service bid must conform to the specification. Minor irregularities may be waived; however, this is not to be interpreted that an item may be accepted which does not meet minimum specifications. Waiving of informalities will be determined by the user department with advice from the City Manager.
 - (b) Best value - If applicable the City may consider the factors set forth in Chapter 252 of the local Government Code for determining the best value.
2. Responsibility for Evaluation – The final responsibility for bid evaluations rests with the requesting departments. The recommendation with the attached evaluation will be forwarded to the City Manager for his/her concurrence. The City Council, during a city council meeting will take action whether to accept or reject the bid/proposal.
3. Alternate Bids - It will be appropriate to accept more than one bid from a vendor as long as the bids meet or exceed the specifications.



PURCHASE ORDERS

Purchase Orders are used to affect an agreement between the City of La Marque and the vendor/supplier. Before a purchase order can be issued, it has to be entered and approved by all appropriate levels of authority in the Financial system. Once the purchase order is issued, financial system encumbers budgeted funds available and thus provides the optimum budget control tool. No purchase order shall be issued against a line item account without an approved budget. The City uses two types of purchase orders:

1. Regular Purchase Order - The regular purchase order is printed by the Finance Department for the procurement of goods and services as soon as all levels of approval process is done.
2. Blanket Purchase Order - Blanket Purchase Orders are actually agreements with several local vendors to allow individual departments to make purchases without going through the normal process of obtaining purchase orders. Blanket Purchase Orders for items shall not be large dollars. Purchases may not be split to circumvent the regular purchase order requirements. All blanket purchases must be requested by Department Directors and approved by City Manager by completing the "Blanket Purchase Requisition Form" with all receipts attached and submitted to the Finance Department.
3. Sole Source Purchases - If the requesting department believes that a request satisfies the sole source requirement, a sole source procurement affidavit must be attached to the PO. When a department has identified a specific brand, and will not consider alternate products, a detailed justification explaining why other vendors or products are not acceptable must also be attached before the PO can be approved.

CHECK REQUESTS

A check request is a method of payment which does not use a purchase order. It is not an option to by-pass the purchase order process. The following routine payments may qualify for check request submission:

- Administrator Fees and Dues
- Prepaid Professional Periodical Expenses
- Invoices for Repair: Copying Machine, Typewriters, etc.
- Out-of Pocket expenses other than travel
- Magazine subscriptions
- Utilities
- Telephone
- Copier lease payments
- Debt service payments
- Supplemental annuities
- Council monthly expenditure



Purchases made on blanket purchase orders

All other purchases less than \$250 may be submitted through check requests for approvals.

In order to process check requests in a timely manner, a completed check request form must be turned in to the Finance Department by Friday prior to check processing week for the checks to be ready by 8:00 the following Friday.

The request form must be filled out completely and the proper documentation of payment attached for audit verification of the transaction. It must be signed by the Department Director or the authorized designee before submission to Finance.

PETTY CASH

Procedures:

1. A request shall be made by the Department Director for initiating a petty cash fund upon determination of the need. The request must outline the necessity of the fund, the types, volume and amount of the purchases to be made from the fund and the Custodian of the fund.
2. The City Manager shall review the request and if justification warrants, shall cause the petty cash fund to be created in the amount consistent with request.
3. A check will be prepared to be made payable to the City of La Marque, the name of the Department, Petty Cash Fund.
4. Reimbursements for petty cash shall be made only for the approved types as outlined in this Manual. The petty cash ticket must be completed in duplicate and signed by the custodian and the person receiving the cash (not to exceed \$50 each transaction). The original ticket is attached to the check request to replenish the fund. The duplicate copy will be filed by the custodian.
5. The fund must be reconciled on a monthly basis and the custodian shall prepare a check request to replenish the fund. The proper line item will be charged when the check to replenish the fund is issued.



DISPOSAL OF UNCLAIMED, SURPLUS AND OBSOLETE PROPERTY

Unclaimed and Abandoned Property – The City shall dispose of unclaimed or abandoned property according to the specific state statutory provision that is applicable. Such property includes the following:

1. Contraband property and alcoholic beverages subject to seizure under the Texas Code of Criminal Procedure;
2. Property seized by a City of La Marque Police officer and held for evidence, destroyed or returned to the person entitled to receive such property.
3. Other property the disposal of which is governed by state law.

Surplus or Obsolete City Property - Any personal property owned by the City which is worn out, scrap or obsolete or which is declared surplus by a City Department Director can be disposed of with approval of the City Manager by public or online auction, by obtaining quotes from a minimum of three vendors or by advertising for sealed bids. If it is determined that the personal property shall be sold by soliciting bids, the standard bidding procedure shall apply. The City reserves the right to reject all bids or quotes.

The City may donate certain properties to other non-profit organizations or governmental entities as long as there is a local government agreement signed by all parties allowing such transaction with clear understanding of terms and conditions between the parties.

INSURANCE REQUIREMENTS

Whenever the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the bid or request for proposal that is released to the public should include an indemnity clause (hold harmless clause), along with a contractual agreement, to be executed upon award of the contract, that transfers the risk of the project from the City to the contractor. Because the contractor may or may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Most contracts are tailored for individual projects and programs; therefore, certain elements of the insurance required should be addressed in every contract document. One of the most important elements is the actual insurance coverage, which includes the coverage types, and limits that are dependent upon the nature of the project/program. A summary of the various types of policies and coverage they provide are discussed in greater detail in the remainder of this section.



Although not all of the coverages are required for every project (and limits will vary by exposure), and understanding the coverage provided by these policies is important to assure that all of the City's potential liabilities and exposures from the project are properly protected.

WORKERS' COMPENSATION INSURANCE

BUILDING and CONSTRUCTION PROJECTS

By State law, contractors and subcontractors hired for building and construction projects must always provide workers' compensation (w/c) insurance for their employees regardless of the cost of project. The Texas Labor Code defines building or construction as:

- (a) Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (b) Remodeling, extending, repairing, or demolishing a structure; or
- (c) Otherwise improving real property or an appurtenance to real property through similar activities.

PROOF OF INSURANCE

Prior to commencing work, the contractor must provide proof of insurance for the following coverages required by the City. Contractor needs to complete attached Appendix A, B, and C and submit other forms as necessary.

INSURANCE REQUIREMENTS OF CONTRACTS

A. AMOUNTS OF INSURANCE

Contractor must provide and maintain the following types and amounts of insurance, for the term of this Contract.

Type

(1) Worker's Compensation -
and
Employer's Liability

Amount

Statutory Limits
\$100,000
per occurrence

(2) Commercial (Public Liability),
including but not limited to:

Bodily Injury:
\$1,000,000
per person



\$2,000,000
per occurrence and

- A. Premises/Operations
- B. Independent Contractors
- C. Personal Injury
- D. Products/Complete Operations
- E. Contractual Liability (insuring
above indemnity provisions)

Property Damage:
\$1,000,000 per occurrence

with general aggregate of
\$2,000,000

(3) Business (Commercial)
Automobile Policy:

Combined Single Limit/
\$1,000,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

B. OTHER INSURANCE REQUIREMENTS

It shall be the sole responsibility of the contractor to provide the required Certificate and that failure to comply within 10 days after notice of award and according to the requirements of this article shall be a cause for termination of the Contract.

For any pesticide spraying performed, the City of La Marque will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Manager's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

It shall be understood by the contractor that with respect to the above required insurances, the City shall:

- (1) Be named as additional insured/or an insured, on all required insurance except workers' compensation.
- (2) Be provided with a waiver of subrogation, in favor of the City on all required insurance.
- (3) Be provided with an unconditional 30 days advance written notice of cancellation or material change.
- (4) Prior to execution of this Agreement, be provided through the office of the City Clerk with either their original Certificate of Insurance or their insurance policy evidencing the above



requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

INDEMNIFICATION

The contractor shall agree to defend, indemnify, and hold the City of La Marque and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agents, servant, or employee of Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees.

The contractor shall further agree that it shall at all times exercise reasonable precaution on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with Contractor.

The contractor shall acknowledge to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, Contractor shall furnish satisfactory evidence that all obligations of the nature described here have been paid, discharged, or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official, or other representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official, or representative of the City. Income taxes, self-employment taxes, and the like are the sole responsibility of Contractor.



TEXAS LAW

The purpose of this section is to provide a common sense, layman's-language explanation of the purchasing statutes in the State of Texas. It is not a legal brief, or a legal text. There is a need to read the specific statute for details. It is always difficult to decide when an item should or should not be bid.

There is sometimes an option to use a competitive sealed proposal instead of a competitive sealed bid. It is recommended that in any doubtful situation, the City should consult with Legal counsel.

Texas purchasing law is located in a number of places in the statutes.

City purchasing is primarily in Chapter 252 of the Local Government Code.

Statutes pertaining to both cities, counties and other types of local governments, can be found in Chapter 271 of the Local Government code.

Provisions regarding conflicts of interest by local government officials are found in Chapter 171 of the Local Government Code.

Other statutes pertaining to purchasing or contracting are in Vernon's Civil Statutes or in other parts of Vernon's Texas Codes.

The following is a list of some of the State statutes to help users of this manual locate specific references in the law:

1. Government Code

Chapter 2251	Payment for Goods or Services
Chapter 2252	Contracts with Governmental Entity
Chapter 2253	Public Work Performance and Payment Bonds
Chapter 2254	Professional Services Procurement Act
Chapter 2258	Prevailing Wage Rates for Public Works Construction Contracts

2. Property Code

Chapter 74	Report, Delivery and Claims Process
Chapter 76	Report, Delivery and Claims Process for Certain Property



3. Local Government Code

Chapter 140	Miscellaneous Financial Provisions Affecting Municipalities, Counties and Other Local Governments
Chapter 171	Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments
Chapter 176	Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information
Chapter 252	Purchasing and Contracting Authority of Municipalities
Chapter 253	Sale or Lease of Property by Municipalities
Chapter 271	Purchasing and Contracting Authority of Municipalities, Counties and Certain Other Local Governments
Subchapter A	Public Property Finance Act
Subchapter B	Competitive Bidding on Certain Public Works Contracts
Subchapter C	Certificate of Obligation Act
Subchapter D	State Cooperation in Local Purchasing Programs
Subchapter H	Alternative Project Delivery Methods for Certain Projects
Subchapter Z	Miscellaneous Provisions
Chapter 272	Sale or Lease of Property by Municipalities, Counties and Certain Other Local Governments

4. Human Resources Code

Chapter 122	Committee on Purchases of Products and Services of Blind and Severely Disabled Persons
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5. Code of Criminal Procedure

Chapter 18, Article 18.17	Disposition of Abandoned or Unclaimed Property
Chapter 59	Forfeiture of Contraband



APPENDIX A

WORKERS COMPENSATION INSURANCE

for

BUILDING and CONSTRUCTION PROJECTS

Contractor agrees to provide workers' compensation insurance for all of Contractor's employees performing work on this project and contractually require each person with whom it contracts to provide workers' compensation coverage as defined in the Texas Workers' Compensation Act, Rule 28.

I have read, understand, and agree to the terms of these provisions.

Company Name _____

Company Official _____

Signature _____

Title _____ Date _____



APPENDIX B

CERTIFICATE OF INSURANCE

City of La Marque

Insured	Agent	Issue Date
		Insurance for the City of Alvin Contract No. _____

Insurance Company(ies)	Policy No.	Licensed in Texas
CGL		Yes ☐ No ☐
AL		Yes ☐ No ☐
WC/EL		Yes ☐ No ☐
Other		Yes ☐ No ☐

Type of Coverage (check all that apply)	Limit	Deductible	Effective Date of Coverage (from) (to)
--	-------	------------	---

Commercial General Liability

Including but not limited to:

- | | | | |
|--|-------|-------|-------|
| ☐ a. Aggregate | _____ | _____ | _____ |
| ☐ b. Per Occurrence | _____ | _____ | |
| ☐ c. Premises/Operations | _____ | _____ | |
| ☐ d. Independent Contractors | _____ | _____ | |
| ☐ e. Personal Injury | _____ | _____ | |
| ☐ f. Products/Completed Oper. | _____ | _____ | |
| ☐ g. XCU Hazards | _____ | _____ | |
| ☐ h. Contractual Liability | _____ | _____ | |

Automobile Liability (CSL)

- | | | | |
|---|-------|-------|-------|
| ☐ a. Any Auto | _____ | _____ | _____ |
| ☐ b. Hired Autos | _____ | _____ | |
| ☐ c. Non-owned Autos | _____ | _____ | |

Workers Compensation and Employers Liability

- | | | | |
|---|-------|-------|-------|
| ☐ Workers Compensation - Statutory | _____ | _____ | _____ |
| ☐ Employers Liability - Each Acc. | _____ | _____ | |
| ☐ Disease (Policy Limit) | _____ | _____ | |
| ☐ Disease (Each Employee) | _____ | _____ | |

Other (Specify)

- | | | | |
|---|-------|-------|-------|
| ☐ Excess General Liability | _____ | _____ | _____ |
| ☐ Umbrella Liability | _____ | _____ | |



Special Contract Requirements

Please indicate, with respects to the above insurance policies, that:

- | | |
|--|---|
| ☐ Yes ☐ No | 1. The City is named as an additional insured in the primary commercial general liability, excess commercial general liability, and/or umbrella liability policies. |
| ☐ Yes ☐ No | 2. A waiver of subrogation in favor of the City is included in the commercial general liability and workers compensation insurance policies. |
| ☐ Yes ☐ No | 3. The insurer(s) agree to provide the City an unconditional thirty (30) days advance notice should coverage be canceled or non-renewed. Additionally immediate notice will be provided to the City for any material changes in coverage. |
| ☐ Yes ☐ No | 4. All companies listed are financially solvent and are either licensed by the State of Texas or are respected Excess/Surplus lines carriers. |

Authorized Signature



APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government to complete and submit attached Conflict of Interest Questionnaire Forms to Finance Department.

DRAFT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity; or an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts accepted, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250.** List gifts accepted during the 12-month period (described by Section 176.003(a), Local Government Code) by the local government officer or family member of the officer, excluding gifts described by Section 176.003(a-1), from the person named in item 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
Prepared by: Suzy Kou
Department: Finance

Agenda item: 9k
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/ possible action regarding Resolution **R-2013-0017** authorizing certain officers of the City to sign and endorse checks and drafts of the City of La Marque bank accounts.



Attachments for Reference

1. Resolution

Staff Briefing: This action will update the City's list of authorized officers to act on behalf of the City in relation to bank transactions.

Proposed changes include: Remove Zina Tedford, past City Clerk; Remove Randall Aragon, Chief of Police; Add Robin Eldridge, current City Clerk to authorized list.

History (if applicable): Last resolution (R-2012-1184) was passed on September 10, 2012

Target Implementation: September 24, 2013

Significant Action Dates: September 23, 2013

Action:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

Cost Details:

Budgeted

Actual Bid

**Estimated
Expenditure**

Acct. Name

Line Items #

Other Funding

Staff's Recommended Motion: Motion to adopt Resolution **R-2013-0017** authorizing certain officers of the City to sign and endorse checks and drafts of the City of La Marque bank accounts.

Fiscal Impact: N/A

RESOLUTION NO. R-2013-0017

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING CERTAIN OFFICERS OF THE CITY TO SIGN AND ENDORSE CHECKS AND DRAFTS OF THE CITY OF LA MARQUE BANK ACCOUNTS.

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

Section 1. That any two (2) or more of the following officers of the City shall be authorized to endorse and cash checks, drafts and similar documents on behalf of the City of La Marque in connection with any bank account of the City of La Marque.

NAME OF SIGNING OFFICER

Bobby Hocking
Carol Buttler
Suzy Kou
Robin Eldridge

TITLE OF SIGNING OFFICER

Mayor
City Manager
Finance Director
City Clerk

Section 2. That any two (2) or more of the signing officers except for the Mayor referenced in Section 1 with hereof are authorized to receive statements and canceled vouchers of the City of La Marque and to appoint an agent or agents to do the same; furthermore, such officers are authorized to stop payment of checks of the City of La Marque and to revoke stop payment orders.

Section 3. That the bank which is now depository for city funds is hereby authorized to honor or accept all drafts, checks and similar documents executed or endorsed on behalf of the City of La Marque in the manner provided in Section 1, hereof for the credit of or in payment of any obligations of or by the payee or any other holder.

Section 4. That a certified copy of this resolution shall be complete and full evidence of the enactment of this Resolution and of the authority of the respective officers herein named, and said authority shall remain in full force until written notice of revocation thereof shall be received by the bank or a certified copy of a Resolution designating different officers is received by the bank.

Section 5. That any and all resolutions, ordinances, or other orders of the City Council of the City of La Marque which may be in conflict herewith or any provisions thereof are hereby repealed to the extent of such inconsistency.

Section 6. That this Resolution shall become effective on September 24, 2013 and shall remain in effect until amended or superseded.

PASSED AND APPROVED this the _____ day of _____, 2013.

ATTEST:

THE CITY OF LA MARQUE, TEXAS

By: _____
Robin Eldridge, City Clerk

By: _____
Bobby Hocking, Mayor

APPROVED AS TO FORM

Ellis J. Ortego



CITY COUNCIL AGENDA FORM

Meeting Date: September 23, 2013
 Prepared by: Suzy Kou
 Department: Finance

Agenda item: 91
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2013-0015** amending appendix A, schedule of fees and charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges.



Attachments for Reference

1. **Ordinance (Redline) and Final**
2. **Fees and Charges Code (2010 and 2013)**
3. **Republic Waste Contract**

Staff Briefing: October 19, 2012 the City entered into a contract with Republic Waste agreeing to listed fees under stated fiscal year. For 2013-14 fiscal year, the City agreed to a 3% increase from 2012-13 fiscal year.

History (if applicable):

Target Implementation: 11/1/2013

Significant Action Dates: Previous increase: 2/22/10
 Contract effective: 10/19/12
 Ordinance effective: 11/1/2013

Action:



Ordinance



Resolution



Proclamation



Special Presentation



Finance Report



Public Hearing



Other

Cost Details:

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

Staff's Recommended Motion: Motion to approve Ordinance No. **O-2013-0015** amending appendix A, schedule of fees and charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges.

Fiscal Impact: N/A

ORDINANCE NUMBER ~~001561031~~

AN ORDINANCE AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED SOLID WASTE COLLECTIONS CHARGES.

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

Section 1. That Appendix A, Schedule of Fees and Charges, Solid Waste Collection Charges, of the La Marque Code of Ordinances is hereby amended to read as follows:

APPENDIX A: SCHEDULE OF FEES AND CHARGES

Solid Waste Collection Charges

There are hereby levied the following charges, to be collected from the owner occupying any premises located or from the occupant or person in possession or control of any premises located on an established garbage and rubbish route within the city, for the removal and disposition of garbage and rubbish;

- (1)
 - (a) Twice weekly curbside service for each single family residence utilizing Republic Waste furnished polycarts, one cart per residence, cart contents only, fourteen dollars and ~~sixtyfive~~ cents (\$14.~~6005~~) per month plus an administrative fee of fifty five (55) cents, for a total monthly rate of ~~fifteenfourteen~~ dollars and ~~fifteensixty~~ cents (\$~~15.1514.60~~) per month, except that, for a single family residence where the head of the household is a person sixty-five (65) years of age or over, and fee and charge shall be ~~fourteenthirteen~~ dollars and ~~eightfifty~~ cents (\$~~14.0813.50~~) per month plus an administrative fee of fifty five (55) cents, for a total monthly rate of fourteen dollars and ~~sixtyeight~~ cents (\$~~14.6314.08~~) per month.
 - (b) For additional polycarts - \$~~4.053.50~~ per home per month.
 - (c) Bulky Trash Service as contractually defined shall be pre-scheduled each Wednesday with no charge for such service. In order to receive service on Wednesday of each week residents must call to schedule the service no later than Friday of the previous week.
- (2) For multiple dwelling units, such as duplexes, triplexes, garage apartments and trailer courts, where each unit is served by an individual water meter and commercial containers service is not practical or cost effective, cart service will be required at the single family cart service rate per month per unit, unless

services by a container paid by the owner, in which event the charge shall be the commercial container rates set out in subparagraph (5) hereof. Commercial container service shall be required where the City determines such service is practical, cost effective for both the City and the owner.

- (3) For multiple dwellings units, such as duplexes, triplexes, garage apartments and trailer courts, where all units are served by one master water meter and commercial container service is not practical or cost effective, cart service will be required at the single family cart service rate per month per unit, unless serviced by a container paid by the owner, in which event the charge shall be the commercial container rates set out in subparagraph (5) hereof. Commercial container service shall be required where the City determines such service is practical, cost effective for both the City and the owner.
- (4) For commercial hand pick up customers, the following rates shall be charged (two pickups per week only):

Number of Carts	Rates Per Month
1	\$37.5436.44
2	\$53.6252.05
3	\$69.7067.67
4	\$85.7883.28
5	\$101.8798.90

More than five (5) carts will not be allowed. Customers needing more than five carts must use a container unless it is determined that safety and space issues do not allow for container service, in which case each cart in excess of five (5) will be charged at \$~~16.1615.61~~.

- (5) (a) For commercial customers using two (2) cubic yard containers or larger, the following monthly rates shall be charged:

CONTAINER SIZE (CUBIC YARDS)	NUMBER OF PICKUPS PER WEEK					
	1*	2	3	4	5	6
2	77.4875.22	22.6219.04	179.714.47	206.410.39	58.3547.91	
3	34.0481.59	60.9456.25	214.8808.62	60.4652.87	25.5816.09	
4	107.3504.22	176.601.45	240.3833.37	299.300.58	65.6855.03	

6	40.6836.5 8	14.3708.12	324.3514 -90	23.3110.98	14.46499.4 7	
8	83.5778.2 2	70.71262.8 2	382.8471 -69	95.8881.43	19.1601.12	753.9732 -01

* Once per week collection is limited to those customers with nonperishable garbage and rubbish.

- (b) Special services such as compactor boxes, on demand service and other services not listed will be billed at cost plus 10%.
- (6) For rolloff containers and service, Republic Services will negotiate a price with the customer and will pay the City of La Marque a five (5) percent franchise fee.
- (7) A special pickup fee of ~~one hundred ninety~~ dollars and ~~twelve~~ cents (\$~~100.1290.00~~) per hour shall be charged for a full truck load (sixteen (16) cubic yards) of brush, large items, or building materials. The City Council shall have the right to suspend this charge at any time for any duration by motion at a regularly held or special called Council meeting.
- (8) The term "Carts" as used herein shall mean 95 gallon wheeled garbage cans sometimes referred to as "toter". All carts used to provide the services described shall be provided by, distributed by, owned by and maintained by Republic Waste.
- (9) Lost, stolen or damaged carts as deemed to be neglect of the customer as agreed upon by the City Manager and the General Manager of Republic Waste will be charged to the customer at a replacement cost of \$65.00.
- (10) Landfill Services. Residents of La Marque shall be eligible to utilize Republic Waste's Galveston County Landfill site as follows:
- (a) On a quarterly basis, each resident of the City will be allowed to deliver a small trailer or pickup truck load of green waste (brush, leaves, clippings, etc.) to Republic Waste's Galveston County Landfill site at no charge.
- (b) Bulky waste and other waste will be accepted from residents of the City at Republic Waste's Galveston County Landfill site at a rate of twenty and No/100 Dollars (\$20.00) per load for a small trailer or pickup load on an unlimited basis.

Section 2. Effective Date: The effective date shall coincide with the first utility billing after ~~November 1, 2013~~ ~~March 22, 2010~~.

PASSED AND APPROVED on the first reading this the ~~23rd~~ day of ~~September~~February, 201~~3~~~~9~~.

PASSED AND APPROVED on the second and final reading this the ~~14th~~ day of ~~October~~February, 201~~3~~~~9~~.

CITY OF LA MARQUE, TEXAS

~~Bobby Hocking~~Geraldine Sam, Mayor

APPROVED AS TO FORM

Ellis J. Ortego

ATTEST:

~~Robin Eldridge~~Lydia Alcala-Garcia, City Clerk

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ORDINANCE NO. O-2013-0015

AN ORDINANCE AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED SOLID WASTE COLLECTIONS CHARGES

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

Section 1. That Appendix A, Schedule of Fees and Charges, Solid Waste Collection Charges, of the La Marque Code of Ordinances is hereby amended to read as follows:

APPENDIX A: SCHEDULE OF FEES AND CHARGES

Solid Waste Collection Charges

There are hereby levied the following charges, to be collected from the owner occupying any premises located or from the occupant or person in possession or control of any premises located on an established garbage and rubbish route within the city, for the removal and disposition of garbage and rubbish;

(1)

- (a) Twice weekly curbside service for each single family residence utilizing Republic Waste furnished polycarts, one cart per residence, cart contents only, shall be fourteen dollars and sixty cents (\$14.60) per month plus an administrative fee of fifty-five (55) cents, for a total monthly rate of fifteen dollars and fifteen cents (\$15.15) per month, except that, for a single family residence where the head of the household is a person sixty-five (65) years of age or over, and fee and charge shall be fourteen dollars and eight cents (\$14.08) per month plus an administrative fee of fifty five (55) cents, for a total monthly rate of fourteen dollars and sixty three cents (\$14.63) per month.
- (b) For additional polycarts - \$4.05 per home per month.
- (c) Bulky Trash Service as contractually defined shall be pre-scheduled each Wednesday with no charge for such service. In order to receive service on Wednesday of each week residents must call to schedule the service no later than Tuesday by 12:00 p.m. before the Wednesday pick up.

- (2) For multiple dwelling units, such as duplexes, triplexes, garage apartments and trailer courts, where each unit is served by an individual water meter and commercial containers service is not practical or cost effective, cart service will be required at the single family cart service rate per month per unit, unless services by a container paid by the owner, in which event the charge shall be the commercial container rates set out in subparagraph (5) hereof. Commercial container service shall be required where the City determines such service is practical, cost effective for both the City and the owner.
- (3) For multiple dwellings units, such as duplexes, triplexes, garage apartments and trailer courts, where all units are served by one master water meter and commercial container service is not practical or cost effective, cart service will be required at the single family cart service rate per month per unit, unless serviced by a container paid by the owner, in which event the charge shall be the commercial container rates set out in subparagraph (5) hereof. Commercial container service shall be required where the City determines such service is practical, cost effective for both the City and the owner.
- (4) For commercial hand pick up customers, the following rates shall be charged (two pickups per week only):

Number of Carts	Rates Per Month
1	\$ 37.54
2	\$ 53.62
3	\$ 69.70
4	\$ 85.78
5	\$101.87

More than five (5) carts will not be allowed. Customers needing more than five carts must use a container unless it is determined that safety and space issues do not allow for container service, in which case each cart in excess of five (5) will be charged at \$16.16.

- (5)
 - (a) For commercial customers using two (2) cubic yard containers or larger, the following monthly rates shall be charged:

CONTAINER SIZE (CUBIC YARDS)	NUMBER OF PICKUPS PER WEEK					
	1*	2	3	4	5	6
2	77.48	122.62	179.71	206.41	358.35	
3	84.04	160.94	214.88	260.46	325.58	
4	107.35	176.60	240.38	299.30	365.68	
6	140.68	214.37	324.35	423.31	514.46	
8	183.57	270.71	382.84	495.88	619.16	753.97

* Once per week collection is limited to those customers with nonperishable garbage and rubbish.

- (b) Special services such as compactor boxes, on demand service and other services not listed will be billed at cost plus 10%.
- (6) For rolloff containers and service, Republic Services will negotiate a price with the customer and will pay the City of La Marque a five (5%) percent franchise fee.
- (7) A special pickup fee of one hundred dollars and twelve cents (\$100.12) per hour shall be charged for a full truck load (sixteen (16) cubic yards) of brush, large items, or building materials. The City Council shall have the right to suspend this charge at any time for any duration by motion at a regularly held or special called Council meeting.
- (8) The term “Carts” as used herein shall mean 95 gallon wheeled garbage cans sometimes referred to as “toter”. All carts used to provide the services described shall be provided by, distributed by, owned by and maintained by Republic Waste.
- (9) Lost, stolen or damaged carts as deemed to be neglect of the customer as agreed upon by the City Manager and the General Manager of Republic Waste will be charged to the customer at a replacement cost of \$65.00.
- (10) Landfill Services. Residents of La Marque shall be eligible to utilize Republic Waste’s Galveston County Landfill site as follows:
- (a) On a quarterly basis, each resident of the City will be allowed to deliver a small trailer or pickup truck load of green waste (brush, leaves, clippings, etc.) to Republic Waste’s Galveston County Landfill site at no charge.
- (b) Bulky waste and other waste will be accepted from residents of the City at Republic Waste’s Galveston County Landfill site at a rate of Twenty and No/100 Dollars (\$20.00) per load for a small trailer or pickup load on an unlimited basis.

Section 2. Effective Date: The effective date shall coincide with the first utility billing after _____, 2013.

PASSED AND APPROVED on the first reading this the _____ day of _____, 2013.

PASSED AND APPROVED on the second and final reading this the _____ day of _____, 2013.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

LA MARQUE MUNICIPAL CODE

Pulse oximeter	94.50
Spinal immobilization	184.50
Weekend call	84.00
(Ord. No. 956, § 1, 1-9-2006)	

Solid waste collection charges

There are hereby levied the following charges, to be collected from the owner occupying any premises located or from the occupant or person in possession or control of any premises located on an established garbage and rubbish route within the city, for the removal and disposition of garbage and rubbish;

- (1) (a) Twice weekly curbside service for each single family residence utilizing Republic Waste furnished polycarts, one cart per residence, cart contents only, \$14.05 per month plus an administrative fee of \$0.55, for a total monthly rate of \$14.60 per month, except that, for a single family residence where the head of the household is a person 65 years of age or over, and fee and charge shall be \$13.50 per month plus an administrative fee of \$0.55, for a total monthly rate of \$14.08 per month.
- (b) For additional polycarts - \$3.50 per home per month.
- (c) Bulky trash service as contractually defined shall be pre-scheduled each Wednesday with no charge for such service. In order to receive service on Wednesday of each week residents must call to schedule the service no later than Friday of the previous week.
- (2) For multiple dwelling units, such as duplexes, triplexes, garage apartments and trailer courts, where each unit is served by an individual water meter and commercial containers service is not practical or cost effective, cart service will be required at the single family cart service rate per month per unit, unless services by a container paid by the owner, in which event the charge shall be the commercial container rates set out in subparagraph (5) hereof. Commercial container service shall be required where the city determines such service is practical, cost effective for both the city and the owner.
- (3) For multiple dwellings units, such as duplexes, triplexes, garage apartments and trailer courts, where all units are served by one master water meter and commercial container service is not practical or cost effective, cart service will be required at the single family cart service rate per month per unit, unless serviced by a container paid by the owner, in which event the charge shall be the commercial container rates set out in subparagraph (5) hereof. Commercial container service shall be required where the City determines such service is practical, cost effective for both the City and the owner.
- (4) For commercial hand pick up customers, the following rates shall be charged (two pickups per week only):

APPENDIX A—SCHEDULE OF FEES AND CHARGES

Number of Carts

Rates Per Month

1	\$36.44
2	\$52.05
3	\$67.67
4	\$83.28
5	\$98.90

More than five carts will not be allowed. Customers needing more than five carts must use a container unless it is determined that safety and space issues do not allow for container service, in which case each cart in excess of five will be charged at \$15.61.

- (5) (a) For commercial customers using two cubic yard containers or larger, the following monthly rates shall be charged:

Container Size (Cubic Yards)	Number of Picks-ups Per Week					
	1*	2	3	4	5	6
2	77.45 75.22	122.12 119.04	174.47	200.39	347.91	
3	86.4 81.59	156.25	160.4 208.62	252.87	316.09	
4	102.3 104.22	171.45	176.4 233.37	290.58	355.03	
6	140.6 136.58	208.12	314.90	410.98	499.47	
8	183.5 178.22	262.82	371.69	481.43	601.12	732.01

* Once per week collection is limited to those customers with nonperishable garbage and rubbish.

- (b) Special services such as compactor boxes, on demand service and other services not listed will be billed at cost plus ten percent.
- (6) For rolloff containers and service, Republic Services will negotiate a price with the customer and will pay the city a five percent franchise fee.
- (7) A special pickup fee of \$90.00 per hour shall be charged for a full truck load (16 cubic yards) of brush, large items, or building materials. The city council shall have the right to suspend this charge at any time for any duration by motion at a regularly held or special called council meeting.
- (8) The term "carts" as used herein shall mean 95 gallon wheeled garbage cans sometimes referred to as "toter". All carts used to provide the services described shall be provided by, distributed by, owned by and maintained by Republic Waste.
- (9) Lost, stolen or damaged carts as deemed to be neglect of the customer as agreed upon by the city manager and the general manager of Republic Waste will be charged to the customer at a replacement cost of \$65.00.
- (10) Landfill services. Residents of the city shall be eligible to utilize Republic Waste's Galveston County landfill site as follows:
- (a) On a quarterly basis, each resident of the city will be allowed to deliver a small trailer or pickup truck load of green waste (brush, leaves, clippings, etc.) to Republic Waste's Galveston County landfill site at no charge.

LA MARQUE MUNICIPAL CODE

Pulse oximeter	94.50
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Weekend call	84.00
Cord. No. 956, * 1, 1-9-2006)	

Solid waste collection charges

There are hereby levied the following charges to be collected from the owner occupying any premises located or from the occupant or person in possession or control of any premises located on an established garbage and rubbish route within the city, for the removal and disposition of garbage and rubbish;

- <1) (a) Twice weekly curbside service for each single family residence utilizing Republic Waste furnished polycarts, one cart per residence, cart contents only, \$14.60 per month plus an administrative fee of \$0.55, for a total monthly rate of \$15.15 per month, except that, for a single family residence where the head of the household is a person 65 years of age or over, and fee and charge shall be \$14.08 per month plus an administrative fee of \$0.55, for a total monthly rate of \$14.63 per month.

(b) For additional polycarts - \$4.05 per home per month.

(c) Bulky trash service as contractually defined shall be pre-scheduled each Wednesday with no charge for such service. In order to receive service on Wednesday of each week residents must call to schedule the service no later than Tuesday by 12:00 p.m. before the Wednesday pick up.
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- (3) For multiple dwellings units, such as duplexes, triplexes, garage apartments and trailer courts, where all units are served by one master water meter and commercial container service is not practical or cost effective, cart service will be required at the single family cart service rate per month per unit, unless serviced by a container paid by the owner, in which event the charge shall be the commercial container rates set out in subparagraph (5) hereof. Commercial container service shall be required where the City determines such service is practical, cost effective for both the City and the owner.
- (4) For commercial hand pick up customers, the following rates shall be charged (two pickups per week only):

APPENDIX A-SCHEDULE OF FEES AND CHARGES

<i>Nu.mber of Carts</i>	<i>Rates Per Month</i>
1'	\$37.54
2	\$53.62
3	\$69.70
4	\$85.78
5	\$101.87

More than five carts will not be allowed. Customers needing more than five carts must use a container unless it is determined that safety and space issues do not allow for container service, in which case each cart in excess of five will be charged at \$16.16.

- (5) (a) For commercial customers using two cubic yard containers or larger, the following monthly rates shall be charged:

Container Size (Cubic Yards)	Number of Pick-up per week					
	1	2	3	4	5	6
2	77.48	122.62	179.71	206.41	358.35	
3 S	84.04	160.94	214.88	260.46	325.58	
4 P	107.35	176.60	240.38	299.30	365.68	
6 e	140.68	214.37	324.35	423.31	514.46	
8 i	183.57	270.71	382.84	495.88	619.16	753.97

* Once per week collection is limited to those customers with nonperishable garbage and rubbish.

- (b) Special services such as compactor boxes, on demand service and other services not listed will be billed at cost plus ten percent.
- (6) For roll off containers and service, Republic Services will negotiate a price with the customer and will pay the city a five percent franchise fee.
- (7) A special pickup fee of \$100.12 per hour shall be charged for a full truck load (16 cubic yards) of brush, large items, or building materials. The city council shall have the right to suspend this charge at any time for any duration by motion at a regularly held or special called council meeting.
- (8) The term "carts" as used herein shall mean 95 gallon wheeled garbage cans sometimes referred to as "toter". All carts used to provide the services described shall be provided by, distributed by, owned by and maintained by Republic Waste.
- (9) Lost, stolen or damaged carts as deemed to be neglect of the customer as agreed upon by the city manager and the general manager of Republic Waste will be charged to the customer at a replacement cost of \$65.00.
- (10) Landfill services. Residents of the city shall be eligible to utilize Republic Waste's Galveston County landfill site as follows:
- (a) On a quarterly basis, each resident of the city will be allowed to deliver a small trailer or pickup truck load of green waste (brush, leaves, clippings, etc. to Republic Waste's Galveston County landfill site at no charge.



Municipal Contract

THIS CONTRACT, made and entered into this 19th day of October, 2012, by and between The City of La Marque, Texas (hereinafter called the "City") represented herewith by its duly appointed and acting City Manager, Carol Buttler, and BFI Waste Services of Texas, LP, a Delaware Corporation qualified to do and actually doing business in the State of Texas (hereinafter called "Contractor"), herein represented by Gregory Rutherford, its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract from the following:
 - ☒ Residential Units
 - ☒ Municipal Facilities
 - ☒ Single Stream Recyclables from Residential Units and Municipal Facilities
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Contractor's Proposal/Pricing
 - d. Exhibit D - Contractor's Performance Bond
 - e. Exhibit E - Waste Material Collection Specifications for Residential Units
 - f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
 - g. Exhibit G - Recyclable Material Collection Specifications for Residential Units
 - h. Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
 - i. Exhibit I - Community Partnerships
 - j. This Instrument
 - k. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from October 1st, 2012 (the "Effective Date") until September 30th, 2017.
5. At the mutual option of the City and Contractor, this Contract may be extended for an additional five year period by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply

to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, Carol Buttler, the City Manager of the City of La Marque, hereunto subscribed her name, and Gregory Rutherford, Authorized Agent of BFI Waste Services of Texas, LP has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES:

City of La Marque

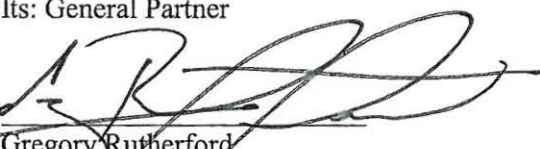
Signed: 
By: Carol Buttler
Its: City Manager

ON: 10-12-12, 2012

WITNESSES:

Contractor: BFI Waste Services of Texas, LP

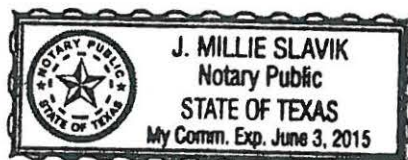
BY: By: Allied Waste Landfill Holdings, Inc.
Its: General Partner

Signed: 
By: Gregory Rutherford
Its: Houston Area President

ON: 10-18-12, 2012

THUS DONE AND SIGNED in the presences of witnesses whose names are inscribed opposite each respective signature on and as of the 18 day of October, 2012.

WITNESS MY HAND AND SEAL OF OFFICE




NOTARY PUBLIC

EXHIBIT A
GENERAL SPECIFICATIONS - INDEX

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags
- 1.02 Bin
- 1.03 Bulky Waste
- 1.04 Bundle
- 1.05 City
- 1.06 Commercial and Industrial Refuse
- 1.07 Container for Garbage, Rubbish & Yard Waste Collection
- 1.08 Container for Recycling
- 1.09 Construction Debris
- 1.10 Disposal Site
- 1.11 Garbage
- 1.12 Institutional Solid Waste
- 1.13 Large Commercial and Industrial Unit
- 1.14 Multi-Family
- 1.15 Municipal Facilities
- 1.16 Producer
- 1.17 Recycling
- 1.18 Recyclable Materials
- 1.19 Residential Unit
- 1.20 Rubbish
- 1.21 Small Dead Animals
- 1.22 Solid Waste
- 1.23 Waste Material
- 1.24 Yard Waste

DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

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- 2.02 Hazardous Waste
- 2.03 Large Dead Animals
- 2.04 Offal Waste
- 2.05 Special Waste
- 2.06 Stable Matter
- 2.07 Vegetable Waste

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- 3.02 Work Not Covered By Contract
- 3.03 Additional Work Separately Contracted At Contractor's Election with Large Commercial and Industrial Units.
- 3.04 Additional Work Separately Contracted At Contractor's Election with Residential Units and Municipal Facilities.

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- 4.01 Location of Containers, Bags and Bundles for Collection
- 4.02 Hours of Operation
- 4.03 Routes of Collection
- 4.04 Holidays
- 4.05 Complaints
- 4.06 Collection Equipment
- 4.07 Office
- 4.08 Hauling
- 4.09 Disposal
- 4.10 Delivery
- 4.11 Notification

- 4.12 Point of Contact
- 4.13 Litter or Spillage

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- 5.01 Waste Material Collection and Disposal Rates (Exhibits C, E and F)
- 5.02 Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)
- 5.03 Additional Costs and Charges
- 5.04 Modification to Rates
- 5.05 City to Act as Collector
- 5.06 Delinquent and Closed Accounts
- 5.07 Contractor Billings to City
- 5.08 Audit

5.0 COMPLIANCE WITH LAWS

6.0 NON-DISCRIMINATION

7.0 RISK ALLOCATION AND INDEMNITY

8.0 LICENSES AND TAXES

9.0 FORCE MAJEURE

10.0 ASSIGNMENT OF CONTRACT

11.0 EXCLUSIVE CONTRACT

12.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

13.0 TERMINATION OF CONTRACT

14.0 CONTRACTOR'S PROPERTY

15.0 NEWLY DEVELOPED AREAS

16.0 MISCELLANEOUS TERMS

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bulky Waste– Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items and materials with weights or volumes greater than those allowed for Bins or Containers, as the case may be, other than Construction Debris and other items specifically excluded in this Contract.
- 1.04 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.
- 1.05 City – City of La Marque, Texas.
- 1.06 Commercial Hand Collection –Commercial waste service provided to those commercial units that do not generate sufficient volumes of waste material to justify bin service. Such units will be provided a maximum of five (5) 96 gallon polycarts for temporary waste storage and serviced a maximum of twice weekly by Contractor.
- 1.07 Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.
- 1.08 Construction Debris– Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 1.09 Container for Garbage, Rubbish & Yard Waste Collection – A contractor furnished receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of automated side-load curbside collection of Garbage and Rubbish, and is constructed of plastic and having handles and having an attached lid. The mouth of a container shall have a diameter greater than equal to that of the base. The capacity of such containers utilized in this contract shall be approximately ninety-six (96) gallons. Such containers shall remain property of the Contractor throughout the term of this Contract.
- 1.10 Container for Recycling – A contractor furnished receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of automated side-load curbside collection of Garbage and Rubbish, and is constructed of plastic and having handles and having an attached lid. The mouth of a container shall have a diameter greater than equal to that of the base. The capacity of such containers utilized in this contract shall be approximately sixty-five (65) gallons. Such containers shall remain property of the Contractor throughout the term of this Contract.
- 1.11 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction

and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

- 1.12 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.13 Institutional Solid Waste – Solid Waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.14 Large Commercial or Industrial Unit– All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.
- 1.15 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- 1.16 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibits F and H of this Contract.
- 1.17 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.18 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.19 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:
 - Glass – Clean unbroken glass containers, bottles/jars.
 - Cans – Clean aluminum, tin/steel containers.
 - Newspaper – Clean, dry, unsoiled newspaper.
 - Plastic – PETE & HDPE containers (milk jugs & soft drink containers)
 - Other Recyclable Materials as agreed upon between City and Contractor
- 1.20 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.21 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.22 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

- 1.23 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.24 Special Pickups– Pre-arranged curbside collection of large green waste items (tree limbs, trunks, etc), construction debris or other large items of Waste Materials utilizing Contractor furnished equipment and labor.
- 1.25 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.26 Yard (Green) Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste (excluded from this Contract)– Excluded Waste is all Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.
- 2.02 Hazardous Waste (excluded from this Contract)– Hazardous Waste is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.03 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.04 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

- 2.05 Special Waste (excluded from this Contract)– Special Waste is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) ash, sludge, tires and powders.
- 2.06 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.07 Vegetable Waste (excluded from this Contract)– Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3.0 SCOPE OF WORK

- 3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:
- 3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units
 - 3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities
 - 3.01.3 Exhibit G - Recyclable Material Collection Specifications for Residential Units
 - 3.01.4 Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
- 3.02 Work Not Covered By Contract. The work under this Contract does not include:
- 3.02.1 The collection or disposal of Excluded Waste materials as defined under Section 2.0 of this Contract.
- 3.03 Additional Work Separately Contracted at Contractor’s Election with Large Commercial or Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial or Industrial Units according to individual agreements negotiated

between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers.

- 3.04 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Containers, Bags and Bundles for Collection

Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

4.02 Hours of Operation

Collection of Waste Material from Residential Units shall not start before 7:00 A.M. or continue after 8:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.03 Routes of Collection

Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. City shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least 1 time per week.

4.05 Complaints – All complaints shall be made directly to the City and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall

investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within 24 hours after the complaint is received.

- 4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days. The Contractor shall also provide the City contact information for after-hours support to be used in the event of an emergency.
- 4.08 Hauling – All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 4.09 Disposal – All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 4.10 Delivery – All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.
- 4.11 Notification – The City, with the assistance of the Contractor, shall notify all Producers at Residential Units about complaint procedures, rates, regulations, the Recyclable Materials program and day(s) for scheduled Waste Material and Recyclable Material collections.
- 4.12 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Municipal Services Manager.
- 4.13 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)

- 5.01.1 The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units to which Contractor provided such services during each month of this Contract. Such numbers will be provided to Contractor by City on a monthly basis.

- 5.01.2 The prices to be paid by the City for the collection and disposal of Waste Material from all Commercial Hand Collection Units shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein.
- 5.01.3 The prices to be paid by the City for the collection and disposal of Waste Material from all Municipal Facilities shall be as shown on Exhibit F, as adjusted in accordance with Section 5.04 herein.
- 5.02 Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)
- 5.02.1 The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C and Exhibit H, respectively, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract.
- 5.02.2 In the event that any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable and must therefore be disposed of at a Disposal Site, that commodity shall be eliminated from the Recyclables Materials program and shall be collected as Solid Waste.
- 5.03 Additional Costs and Charges
- 5.03.1 Change in Law. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to , changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).Such increases shall be subject to the review and consent of the City.
- 5.03.2 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.
- 5.04 Modification to Rates
- 5.04.1 The fees in Exhibit C which may be charged by the Contractor for the first through fifth years of the initial term hereof shall be adjusted subject to the schedules set forth in Exhibit C.
- 5.04.2 In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City.
- 5.05 City to Act as Collector – The City shall submit statements to and collect from all Residential and Commercial Hand Collection Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.
- 5.06 Contractor to Act as Collector–The Contractor shall submit statements and collect from all Large Commercial and Industrial Units for services provided by the Contractor pursuant to the contracts Contractor may negotiate with such customers.
- 5.07 Delinquent and Closed Accounts- The Contractor shall discontinue Waste Material collection service at any Residential Unit and Commercial Hand Collection Unit as set forth in a written notice

sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

- 5.08 Contractor Billings to City – The Contractor shall bill the City for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Commercial Hand Collection Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units and Commercial Hand Collection Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.
- 5.09 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.
- 5.10 House Count—The Contractor and the City shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

7.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

- 8.01 Contractor shall indemnify, defend and hold harmless City and its employees and agents from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Contractor, and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the services under this Contract, or the breach of this Contract by Contractor.
- 8.02 To the extent permitted by applicable law, City shall indemnify, defend and hold harmless Contractor, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors

and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of City, and its employees and agents, in the performance of this Contract, or the breach of this Contract by City.

- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

10.0 FORCE MAJEURE

- 10.1 Except for City's obligation to pay amounts due to Contractor for services previously rendered, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Contract. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

11.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld.

12.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units, Commercial Hand Collection Units, and Municipal Facilities covered by this Contract. In addition, The Contractor shall have an exclusive franchise, license and privilege to provide Recyclable Material

collection and processing services within the corporate limits for and on behalf of the City to the designated Residential Units and Municipal Facilities.

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

14.0 TERMINATION OF CONTRACT

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15.0 CONTRACTOR'S PROPERTY

All bins, containers, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

16.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

17.0 MISCELLANEOUS TERMS

- 17.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 17.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 17.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City.
- 17.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 17.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.
- 17.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.
- 17.12 Each party hereto represents and warrants that it is authorized to enter into this Contract and that any person or entity executing this Contract on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.
- 17.13 The section headings contained in this Contract are for reference purposes only and do not in anyway affect the meaning or interpretation of the Contract.

- 17.14 Any notice or statement by any party shall be deemed to be sufficiently given (unless otherwise stated) if delivered in person, sent by United States certified mail, postage prepaid, return receipt requested, or sent by overnight delivery to the notified party at its address as set forth herein:

CITY:
City of La Marque
Attn: City Manager
1111 Bayou Road
La Marque, Texas 77568

CONTRACTOR:
Republic Services
Attn: General Manager
5301 Brookglen Drive
Houston, Texas 77017

These addresses shall remain in effect, unless another address is substituted by written notice. Notwithstanding the above, the Village may orally provide the Contractor with any notice required or permitted by this Contract, provided that such notice shall also be sent as required by this Paragraph within ten (10) business days from the date of such oral notice.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation
(or equivalent)**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy (or equivalent)) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C
CONTRACTOR'S PRICING SCHEDULES *

Year 1 - October 1st, 2012 through September 30th, 2013

Residential Waste Service—

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Fourteen Dollars and Five One Hundredths' Cents (\$14.05) per residence per month. (Senior Citizens' Rates - Thirteen Dollars and Fifty One Hundredth's Cents (\$13.50) per residence per month.
- Extra Polycarts - Three Dollars and Fifty One Hundredths' Cents (\$3.50) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service - No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment - Ninety Seven Dollars and Twenty One Hundredth's Cents (\$97.20) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts - No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts -
 - 1 Cart - Fourteen Dollars and Eighteen One Hundredths' Cents (\$14.18) per month
 - 2 Carts - Twenty-One Dollars and Fifty Three One Hundredths' Cents (\$21.53) per month
 - 3 Carts - Twenty-Eight Dollars and Eighty Eight One Hundredths' Cents (\$28.88) per month
 - 4 Carts - Thirty-Six Dollars and Twenty Three One Hundredths' Cents (\$36.23) per month
 - 5 Carts - Forty-Three Dollars and Fifty Eight One Hundredths' Cents (\$43.58) per month

Commercial Waste Bin (Front Load Container) Service—(All deliveries and removals @ \$75.00 per event)

Container Size

Collection Frequency Per Week

	<u>1x</u>	<u>Extra Pickup</u>	<u>2x</u>	<u>Extra Pickup</u>	<u>3x</u>	<u>Extra Pickup</u>	<u>4x</u>	<u>Extra Pickup</u>	<u>5x</u>	<u>Extra Pickup</u>	<u>6x</u>	<u>Extra Pickup</u>
2 CY	\$68.97	\$20.69	\$109.15	\$32.75	\$149.34	\$44.80	\$183.75	\$55.13	\$227.33	\$68.20		
3 CY	\$74.81	\$22.44	\$127.88	\$38.36	\$178.82	\$53.65	\$231.87	\$69.56	\$289.94	\$86.98		
4 CY	\$83.12	\$24.94	\$151.62	\$45.49	\$213.32	\$64.00	\$266.24	\$79.87	\$314.13	\$94.24		
6 CY	\$106.83	\$32.05	\$172.58	\$51.77	\$243.05	\$72.92	\$290.24	\$87.07	\$330.57	\$99.17		
8 CY	\$143.40	\$43.02	\$211.41	\$63.52	\$299.08	\$89.72	\$383.50	\$115.05	\$469.33	\$140.80	\$563.19	\$168.96

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 150.00	\$156.15	\$252.67
30 Cubic Yard	\$ 150.00	\$ 156.15	\$ 314.15
40 Cubic Yard	\$ 150.00	\$ 156.15	\$ 360.87

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

*** ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES**

EXHIBIT C (Continued)

Year 2 - October 1st, 2013 through September 30th, 2014 (+3%)

Residential Waste Service –

- **Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Fourteen Dollars and Forty-Eight One Hundredths' Cents (\$14.48) per residence per month. (Senior Citizens' Rates -Thirteen Dollars and Ninety One Hundredth's Cents (\$13.90) per residence per month.**
- **Extra Polycarts – Three Dollars and Sixty One Hundredths' Cents (\$3.60) per residence per month per cart.**
- **One Time Weekly Scheduled Curbside Bulky Waste Service – No Charge**
- **Scheduled Special Pickups Utilizing Contractor Furnished Equipment – One Hundred Dollars and Twelve One Hundredth's Cents (\$100.12) Per Hour.**

Residential Recycling Service

- **Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts – No Charge.**

Commercial Waste Hand Collection Service

- **Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts –**
 - 1 Cart – Fourteen Dollars and Sixty Two One Hundredths' Cents (\$14.62) per month**
 - 2 Carts – Twenty-Two Dollars and Nineteen One Hundredths' Cents (\$22.19) per month**
 - 3 Carts – Twenty-Nine Dollars and Seventy Seven One Hundredths' Cents (\$29.77) per month**
 - 4 Carts – Thirty-Seven Dollars and Thirty Five One Hundredths' Cents (\$37.35) per month**
 - 5 Carts – Forty-Four Dollars and Ninety Three One Hundredths' Cents (\$44.93) per month**

Commercial Waste Bin (Front Load Container) Service – (All deliveries and removals @ \$75.00 per event)	
Container Size	Collection Frequency Per Week

		Extra		Extra		Extra		Extra		Extra		Extra
	<u>1x</u>	<u>Pickup</u>	<u>2x</u>	<u>Pickup</u>	<u>3x</u>	<u>Pickup</u>	<u>4x</u>	<u>Pickup</u>	<u>5x</u>	<u>Pickup</u>	<u>6x</u>	<u>Pickup</u>
2 CY	\$71.04	\$21.31	\$112.42	\$33.73	\$153.82	\$46.14	\$189.26	\$56.78	\$234.15	\$70.25		
3 CY	\$77.05	\$23.11	\$131.72	\$39.51	\$184.18	\$55.26	\$238.83	\$71.65	\$298.64	\$89.59		
4 CY	\$85.61	\$25.69	\$156.17	\$46.85	\$219.72	\$65.92	\$274.23	\$82.27	\$323.55	\$97.07		
6 CY	\$109.31	\$33.01	\$177.76	\$53.32	\$250.34	\$75.11	\$298.95	\$89.68	\$340.49	\$102.14		
8 CY	\$147.70	\$44.31	\$217.75	\$65.43	\$308.05	\$92.41	\$395.01	\$118.50	\$483.41	\$145.02	\$580.09	\$174.03

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 154.50	\$ 160.83	\$ 260.25
30 Cubic Yard	\$ 154.50	\$ 160.83	\$ 323.57
40 Cubic Yard	\$ 154.50	\$ 160.83	\$ 371.70

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

*** ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES**

EXHIBIT C (Continued)
CONTRACTOR'S PRICING SCHEDULES *

Year 3 - October 1st, 2014 through September 30th, 2015 (+4%)

Residential Waste Service –

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Fifteen Dollars and Six One Hundredths' Cents (\$15.06) per residence per month. (Senior Citizens' Rates – Fourteen Dollars and Forty Six One Hundredth's Cents (\$14.46) per residence per month.
- Extra Polycarts – Three Dollars and Seventy Four One Hundredths' Cents (\$3.74) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service – No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment – One Hundred Four Dollars and Twelve One Hundredth's Cents (\$104.12) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts – No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts –
 - 1 Cart – Fifteen Dollars and Twenty One One Hundredths' Cents (\$15.21) per month
 - 2 Carts – Twenty-Three Dollars and Eight One Hundredths' Cents (\$23.08) per month
 - 3 Carts – Thirty Dollars and Ninety Six One Hundredths' Cents (\$30.96) per month
 - 4 Carts – Thirty-Eight Dollars and Eighty Four One Hundredths' Cents (\$38.84) per month
 - 5 Carts – Forty-Six Dollars and Seventy Three One Hundredths' Cents (\$46.73) per month

Commercial Waste Bin (Front Load Container) Service– (All deliveries and removals @ \$75.00 per event)

Container Size	Collection Frequency Per Week											
	<u>1x</u>	<u>Extra Pickup</u>	<u>2x</u>	<u>Extra Pickup</u>	<u>3x</u>	<u>Extra Pickup</u>	<u>4x</u>	<u>Extra Pickup</u>	<u>5x</u>	<u>Extra Pickup</u>	<u>6x</u>	<u>Extra Pickup</u>
2 CY	\$73.88	\$22.16	\$116.92	\$35.08	\$159.97	\$47.99	\$196.83	\$59.05	\$243.52	\$73.06		
3 CY	\$80.13	\$24.03	\$136.99	\$41.09	\$191.55	\$57.47	\$248.38	\$74.52	\$310.59	\$93.17		
4 CY	\$89.03	\$26.72	\$162.42	\$48.72	\$228.51	\$68.56	\$285.20	\$85.56	\$336.49	\$100.95		
6 CY	\$113.68	\$34.33	\$184.87	\$55.45	\$260.35	\$78.11	\$310.91	\$93.27	\$354.11	\$106.23		
8 CY	\$153.61	\$46.08	\$226.46	\$68.05	\$320.37	\$96.11	\$410.81	\$123.24	\$502.75	\$150.82	\$603.29	\$180.95

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 160.68	\$167.26	\$ 270.66
30 Cubic Yard	\$ 160.68	\$ 167.26	\$ 336.51
40 Cubic Yard	\$ 160.68	\$ 167.26	\$ 386.57

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

*** ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES**

EXHIBIT C (Continued)
CONTRACTOR'S PRICING SCHEDULES *

Year 4 - October 1st, 2015 through September 30th, 2016 (+5%)

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Fifteen Dollars and Eighty One One Hundredths' Cents (\$15.81) per residence per month. (Senior Citizens' Rates - Fifteen Dollars and Eighteen One Hundredth's Cents (\$15.18) per residence per month.
- Extra Polycarts - Three Dollars and Ninety Three One Hundredths' Cents (\$3.93) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service - No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment - One Hundred Nine Dollars and Thirty Three One Hundredth's Cents (\$109.33) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts - No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts -
 - 1 Cart - Fifteen Dollars and Ninety Seven One Hundredths' Cents (\$15.97) per month
 - 2 Carts - Twenty-Four Dollars and Twenty Three One Hundredths' Cents (\$24.23) per month
 - 3 Carts - Thirty-Two Dollars and Fifty One One Hundredths' Cents (\$32.51) per month
 - 4 Carts - Forty Dollars and Seventy Eight One Hundredths' Cents (\$40.78) per month
 - 5 Carts - Forty-Nine Dollars and Seven One Hundredths' Cents (\$49.07) per month

Commercial Waste Bin (Front Load Container) Service - (All deliveries and removals @ \$75.00 per event)

Container Size	Collection Frequency Per Week											
	1x	Extra Pickup	2x	Extra Pickup	3x	Extra Pickup	4x	Extra Pickup	5x	Extra Pickup	6x	Extra Pickup
2 CY	\$77.57	\$23.27	\$122.77	\$36.83	\$167.97	\$50.39	\$206.67	\$62.00	\$255.70	\$76.71		
3 CY	\$84.14	\$25.23	\$143.84	\$43.14	\$201.13	\$60.34	\$260.80	\$78.25	\$326.12	\$97.83		
4 CY	\$93.48	\$28.06	\$170.54	\$51.16	\$239.94	\$71.99	\$299.46	\$89.84	\$353.31	\$106.00		
6 CY	\$119.36	\$36.05	\$194.11	\$58.22	\$273.37	\$82.02	\$326.46	\$97.93	\$371.82	\$111.54		
8 CY	\$161.29	\$48.38	\$237.78	\$71.45	\$336.39	\$100.92	\$431.35	\$129.40	\$527.89	\$158.36	\$633.45	\$190.00

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 168.71	\$ 175.62	\$ 286.90
30 Cubic Yard	\$ 168.71	\$ 175.62	\$ 353.34
40 Cubic Yard	\$ 168.71	\$ 175.62	\$ 405.90

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

*** ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES**

EXHIBIT C (Continued)
CONTRACTOR'S PRICING SCHEDULES *

Year 5 - October 1st, 2016 through September 30th, 2017 (+5%)

Residential Waste Service –

- Twice Weekly Curbside Residential Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts - Sixteen Dollars and Sixty One Hundredths' Cents (\$16.60) per residence per month. (Senior Citizens' Rates – Fifteen Dollars and Ninety Four One Hundredth's Cents (\$15.94) per residence per month.
- Extra Polycarts – Four Dollars and Thirteen One Hundredths' Cents (\$4.13) per residence per month per cart.
- One Time Weekly Scheduled Curbside Bulky Waste Service – No Charge
- Scheduled Special Pickups Utilizing Contractor Furnished Equipment – One Hundred Fourteen Dollars and Eighty One Hundredth's Cents (\$114.81) Per Hour.

Residential Recycling Service

- Every Other Week Curbside Residential Recycling Service Utilizing Contractor Furnished 65 Gallon Polycarts – No Charge.

Commercial Waste Hand Collection Service

- Twice Weekly Curbside Commercial Hand Collection Waste Service Utilizing Contractor Furnished 96 Gallon Polycarts –
 - 1 Cart – Sixteen Dollars and Seventy Seven One Hundredths' Cents (\$16.77) per month
 - 2 Carts – Twenty-Five Dollars and Forty Four One Hundredths' Cents (\$25.44) per month
 - 3 Carts – Thirty-Four Dollars and Thirteen One Hundredths' Cents (\$34.13) per month
 - 4 Carts – Forty-Two Dollars and Eighty Two One Hundredths' Cents (\$42.82) per month
 - 5 Carts – Fifty-One Dollars and Fifty Two One Hundredths' Cents (\$51.52) per month

Commercial Waste Bin (Front Load Container) Service

Container Size	Collection Frequency Per Week											
	<u>1x</u>	<u>Extra Pickup</u>	<u>2x</u>	<u>Extra Pickup</u>	<u>3x</u>	<u>Extra Pickup</u>	<u>4x</u>	<u>Extra Pickup</u>	<u>5x</u>	<u>Extra Pickup</u>	<u>6x</u>	<u>Extra Pickup</u>
2 CY	\$81.45	\$24.43	\$128.91	\$38.67	\$176.37	\$52.91	\$217.00	\$65.10	\$268.49	\$80.55		
3 CY	\$88.35	\$26.49	\$151.03	\$45.30	\$211.19	\$63.36	\$273.84	\$82.16	\$342.43	\$102.72		
4 CY	\$98.15	\$29.46	\$179.07	\$53.72	\$251.94	\$75.59	\$314.43	\$94.33	\$370.98	\$111.30		
6 CY	\$125.33	\$37.85	\$203.82	\$61.13	\$287.04	\$86.12	\$342.78	\$102.83	\$390.41	\$117.12		
8 CY	\$169.35	\$50.80	\$249.67	\$75.02	\$353.21	\$105.97	\$452.92	\$135.87	\$554.28	\$166.28	\$665.12	\$199.5

Industrial Waste Bin (Open Top Roll Off) Container Service

<u>Container Size</u>	<u>Delivery Charge</u>	<u>Monthly Rental</u>	<u>Haul Charge</u>
20 Cubic Yard	\$ 177.15	\$ 184.40	\$ 301.25
30 Cubic Yard	\$ 177.15	\$ 184.40	\$ 371.01
40 Cubic Yard	\$ 177.15	\$ 184.40	\$ 426.19

Pricing for Specialty Boxes and Compactors will be negotiated between the Contractor and the Customer on a per case basis.

*** ALL RATES LISTED ABOVE ARE EXCLUSIVE OF APPLICABLE FRANCHISE FEES**

EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

To be provided by Contractor.

LaMarque Contract 2012 – 2017

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EXHIBIT F
WASTE MATERIAL COLLECTION SPECIFICATIONS FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: La Marque City Hall
Size and Number of Bins or Containers: 1 of 8 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
2. Facility Name and address: La Marque Police Station
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
3. Facility Name and address: La Marque Library.
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
4. Facility Name and address: La Marque Fire Station # 1.
Size and Number of Bins or Containers: 1 of .50 cubic yard size containers
Number of weekly pickups of Bins or Containers: On Call per week.
5. Facility Name and address: Fire Station # 2.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
6. Facility Name and address: Municipal Field Office 1.
Size and Number of Bins or Containers: 1 of 4 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
7. Facility Name and address: City Cemetery.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
8. Facility Name and address: City Water Plant.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
9. Facility Name and address: City Eastside Sewer Plant.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
10. Facility Name and address: City Westside Sewer Plant.
Size and Number of Bins or Containers: 1 of 4 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
11. Facility Name and address: City EMS Facility.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
12. Facility Name and address: Jaycee Park.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.

EXHIBIT F (Continued)
WASTE MATERIAL COLLECTION SPECIFICATIONS FOR MUNICIPAL FACILITIES

13. Facility Name and address: Mahan Park.
Size and Number of Bins or Containers: 2 of 4 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
 14. Facility Name and address: Westlawn Park.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
 15. Facility Name and address: Lagana Park.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
 16. Facility Name and address: Bayou City Park.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
 17. Facility Name and address: Fireman's Hall.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
 18. Facility Name and address: Highland Bayou Park.
Size and Number of Bins or Containers: 1 of 4 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
 19. Facility Name and address: Feigle Park.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week.
 20. Facility Name and address: Bobby Beach Baseball Stadium.
Size and Number of Bins or Containers: 1 of 4 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week
 21. Facility Name and address: La Marque High School Baseball Field.
Size and Number of Bins or Containers: 0 of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: ____ per week
- B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:
1. Name: Steve Carroll, Division Municipal Services Manager
 2. Mailing address: 5301 Brookglen, Houston, Texas 77017
 3. Telephone number: (832) 386-2369
 4. Email address: SCarroll@republicservices.com
- C. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:
1. Name: Nicole Rodriguez
 2. Mailing address: 5301 Brookglen, Houston, Texas 77017
 3. Telephone number: (832) 386-2366
 4. Email address: NRodriguez3@republicservices.com

EXHIBIT G
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS FOR RESIDENTIAL UNITS

- A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.
1. Estimated number of Residential Units as of commencement of Contract term: 5595.
 2. Estimated number of Residential Units as of first anniversary of Contract term: 5645.
 3. Estimated number of Residential Units as of second anniversary of Contract term: 5695.
 4. Estimated number of Residential Units as of third anniversary of Contract term: 5745.
 5. Estimated number of Residential Units as of fourth anniversary of Contract term: 5795.
 6. Number of Recyclable Materials Containers to be provided to each Residential Unit: 1 on request.
 7. Size of Recyclable Materials Containers for each Residential Unit: 65 Gallon.
 8. Number of Recyclable Materials Container collections each week by Contractor: .5 (EOW) times per week.
- B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:
1. Name: Steve Carroll
 2. Mailing address: 5301 Brookglen, Houston, Texas 77017
 3. Telephone number: (832) 386-2369
 4. Email address: SCarroll@republicservices.com
- C. Municipal Point of contact for Recyclable Materials collections - INVOICES:
1. Name: Nicole Rodriguez
 2. Mailing address: 5301 Brookglen, Houston, Texas 77017
 3. Telephone number: (832) 386-2366
 4. Email address: NRodriguez3@republicservices.com

EXHIBIT H
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS FOR MUNICIPAL FACILITIES

The Contractor shall provide the Bins and Containers and weekly collection of the Recyclable Materials from the following municipal locations:

1. Facility Name: City Hall - Size and Number of Bins and Containers: 2 of 65 gal size containers; Number of weekly pickups of containers EW per week.
2. Facility Name: Police Department - Size and Number of Bins and Containers: 2 of 65 gal size containers; Number of weekly pickups of containers EW per week.
3. Facility Name: Public Works - Size and Number of Bins and Containers: 1 of 65 gal size containers; Number of weekly pickups of containers EW per week.
4. Facility Name: Library - Size and Number of Bins and Containers: 1 of 65 gal size containers; Number of weekly pickups of containers _____ per week.
5. Facility Name: _____. Size and Number of Bins and Containers: ____ of ____ size containers; Number of weekly pickups of containers _____ per week.

D. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:

1. Name: Steve Carroll
2. Mailing address: 5301 Brookglen, Houston, Texas 77017
3. Telephone number: (832) 386-2369
4. Email address: SCarroll@republicservices.com

E. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: Nicole Rodriguez
2. Mailing address: 5301 Brookglen, Houston, Texas 77017
3. Telephone number: (832) 386-2366
4. Email address: NRodriguez3@republicservices.com

EXHIBIT I
COMMUNITY PARTNERSHIPS

During the initial and any subsequent terms of this Contract, Contractor agrees to be a sponsor partner with the City in the following community events:

1. Annual Bayou Fest –

a. Direct Sponsorship Donation:

- | | | |
|------------------|---|----------------------|
| 1. Year 1 (2012) | - | \$20,000.00 Donation |
| 2. Year 2 (2013) | - | \$20,000.00 Donation |
| 3. Year 3 (2014) | - | \$20,000.00 Donation |
| 4. Year 4 (2015) | - | \$20,000.00 Donation |
| 5. Year 5 (2016) | - | \$20,000.00 Donation |

b. In Kind Services: Up to a maximum contribution of \$4,000.00 annually

1. Portable Toilets& Service
2. Roll Off Boxes& Disposal
3. Event Boxes and Liners

2. Citywide Document Shredding Days: Labor and materials and publicity to stage two events per year, timing to be coordinated with City up to a maximum contribution value of \$2,000.00 annually.
3. Citywide Electronic Waste Recycling Days: Labor and materials and publicity to stage two events per year, timing to be coordinated with City up to maximum contribution value of \$2,000.00 annually.
4. Annual Citywide Cleanups: In kind services (roll off boxes, disposal services) with a maximum contribution value of \$2,000.00 annually.
5. Ongoing Green Waste Recycling: Free utilization of Republic's Galveston County Landfill site for self-delivery of green waste for recycling by residents of La Marque
6. Chamber of Commerce Events: During the year, Contractor will partner with City to support Chamber Events as agreed upon between City and Contractor



CITY COUNCIL AGENDA FORM

Meeting Date: 9/23/13
 Prepared by: Suzy Kou
 Department: Finance

Agenda item: 9m
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2013-0016** to amend FY Budget 2012-2013 by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to individual budget accounts in certain funds as set forth in attached Exhibit A.

- ☒ Attachments for reference
1. Ordinance No. O-2013-0016
 2. Exhibit A
 3. General Fund revenues listing
 4. Pay out term list

Staff Briefing: Due to unforeseen events, additional expenditure was not included in the original budget 2012-13 Council adopted in September 2012. Events include staff terminated employment with the City with final pay outs; Additional audit work performed beyond normal scope on a regular year; Additional legal cost beyond current City Attorney contractual annual base amount; Additional revenues received exceeding budget; and Republic Waste contribution for Bayou Fest event in Hotel Motel Fund.

History (if applicable):

Target Implementation: 9/23/13

Significant Action Dates: Budget adoption date: 9/24/12
 Budget amendment date: 9/23/13

Action:

- | | |
|---|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other (be Specific) | |

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

Staff's Recommendation: Motion to adopt Ordinance **O-2013-0016** to amend the 2012-13 Budget.

Fiscal Impact: N/A

ORDINANCE O-2013-0016

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2012-2013 BUDGET BY INCREASING (DECREASING) CERTAIN EXPENDITURES AND INCREASING (DECREASING) CERTAIN REVENUES TO INDIVIDUAL BUDGET ACCOUNTS IN CERTAIN FUNDS AS SET FORTH IN ATTACHED EXHIBIT “A”.

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

Section 1. That the City La Marque 2012-2013 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in certain funds set forth in Exhibit “A” attached hereto and made a part hereof.

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

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ___ day of ___, 2013.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ___ day of ___, 2013.

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, TRMC
City Clerk

Page 2, Budget Amendment Ordinance

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

CITY OF LA MARQUE
BUDGET AMENDMENTS ORDINANCE O-2013-0017
Fiscal Year 2012-13

EXHIBIT A

Accounts	Descriptions	Amounts	Reasons
General Fund			
01-1010-04-00	Salaries	1,217.94	Court pay out
01-1060-04-00	Taxes	93.17	Court pay out
01-1065-04-00	TMRS	115.70	Court pay out
01-1010-05-00	Salaries	101,156.23	Police pay out
01-1060-05-00	Taxes	7,738.45	Police pay out
01-1065-05-00	TMRS	9,609.84	Police pay out
01-1010-06-00	Salaries	9,924.80	Fire pay out
01-1060-06-00	Taxes	759.25	Fire pay out
01-1065-06-00	TMRS	942.86	Fire pay out
01-1010-07-00	Salaries	4,633.28	City Clerk pay out
01-1060-07-00	Taxes	354.45	City Clerk pay out
01-1065-07-00	TMRS	440.16	City Clerk pay out
01-1010-08-00	Salaries	949.23	Library pay out
01-1060-08-00	Taxes	72.62	Library pay out
01-1065-08-00	TMRS	90.18	Library pay out
01-1010-09-00	Salaries	1,012.85	Parks pay out
01-1060-09-00	Taxes	77.48	Parks pay out
01-1065-09-00	TMRS	96.22	Parks pay out
01-1010-10-00	Salaries	2,516.37	Shop pay out
01-1060-10-00	Taxes	192.50	Shop pay out
01-1065-10-00	TMRS	239.06	Shop pay out
01-1010-12-00	Salaries	3,158.42	Streets pay out
01-1060-12-00	Taxes	241.62	Streets pay out
01-1065-12-00	TMRS	300.05	Streets pay out
01-4040-02-02	Audit services	36,531.90	Additional audit work beyond normal scope of regular audit
01-4040-01-02	Legal services	6,681.75	Additional to contractual base
01-3305-00-00	Release of liens	7,505.00	Actual receipts exceeded budget

CITY OF LA MARQUE
BUDGET AMENDMENTS ORDINANCE O-2013-0017
Fiscal Year 2012-13

EXHIBIT A

Accounts	Descriptions	Amounts	Reasons
01-3312-00-00	Building permits	63,420.00	Actual receipts exceeded budget
01-3313-00-00	Plumbing permits	5,196.00	Actual receipts exceeded budget
01-3314-00-00	Electrical permits	6,979.00	Actual receipts exceeded budget
01-3315-00-00	Mechanical permits	4,658.00	Actual receipts exceeded budget
01-3323-00-00	Coin operated machine license	71,740.00	Actual receipts exceeded budget
01-3400-00-00	Municipal court fines	60,884.00	Actual receipts exceeded budget
01-3401-00-00	Code violations	13,721.00	Actual receipts exceeded budget
01-3802-00-00	Auto Task Force grant	21,667.00	Actual receipts exceeded budget
01-3700-16-01	Grant-emergency management	12,415.00	Actual receipts exceeded budget

Hotel Motel Fund

10-3807-00-00	Donations	20,000.00	Republic sponsoring for Bayou Fest
10-4070-00-01	Bayou Fest	20,000.00	Per Republic sponsorship

Increase in Revenues		Increase in Expenditures	
General Fund	268,185		189,146
Hotel Motel Fund	20,000		20,000

REVENUES LISTING WITH ACTUALS EXCEEDED BUDGET 2012-13

Accounts	Descriptions	Budget 2012-13	Actual as of 9/18/13	Proposed Amendments
01-3305-00-00	Release of liens	5,000	12,504.74	7,505.00
01-3312-00-00	Building permits	80,000	143,419.63	63,420.00
01-3313-00-00	Plumbing permits	15,000	20,195.25	5,196.00
01-3314-00-00	Electrical permits	15,000	21,978.75	6,979.00
01-3315-00-00	Mechanical permits	3,000	7,657.00	4,658.00
01-3323-00-00	Coin operated machine license	250,000	321,740.00	71,740.00
01-3400-00-00	Municipal court fines	601,000	661,883.50	60,884.00
01-3401-00-00	Code violations	0	13,720.90	13,721.00
01-3802-00-00	Auto Task Force grant	20,000	41,669.17	21,667.00
01-3700-16-01	Grant-emergency management	0	12,415.10	12,415.00
		<u>989,000</u>	<u>1,257,184</u>	<u>268,185</u>



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: September 23, 2013
SUBJECT: City Manager Report – August, 2013

a. Development Services

- **Building and Inspections**

Building Standards Commission held their monthly meeting. At this meeting they issued an order of demolition for the structure addressed as 2607 Houston Drive South. The Commission also discussed the structure addressed at 1219 Hutto. The owners of this property were granted until December 3, 2013 to be in compliance.

The Commission discussed the quotes that were submitted to the city for demolition of nine (9) properties. Building Official Ana Tims informed the Commission that only two (2) quotes were received.

Nunn Excavation was awarded the quote for the following properties:

523 Elmo in the amount of \$3,900.00

1918 Kansas & 1918 Kansas (rear) in the amount of \$4,500.00, for a total of \$8,400.00

J.T.B. Services was awarded the quote for the following properties:

1206 Pirtle in the amount of \$3,610.00

612 Main in the amount of \$3,900.00

2607 Houston Drive South in the amount of \$3,795.00

2105 Briar Lane in the amount of \$3,280.00, for total of \$14,585.00

The Planning and Zoning Commission did not hold their regularly scheduled meeting in August due to lack of a quorum.

Completed CAV from FEMA and at this time we are awaiting results, this was done to ensure that all NFIP program regulations are adhered to in our flood hazard areas.

Building Official Tims attended the Flood Plain Manager training held by FEMA in Galveston as part of the requirements for Flood Plain Manager.

City Marshall continues to assist the code enforcement department which has resulted in an increase in notices of violations, as well as abatements.

One structure was demolished by the owner of the property addressed as 2124 12th Street. In addition, abatement of junk vehicles has been focused on this month. We would like to credit the efforts of the City Marshall for these abatements.

The development team met with Costello Engineering for preparations to the preliminary plat for Painted Meadows, Section 3 this is for the proposal of 65 new residential lots. Water drainage after large rain events was discussed at this meeting.

b. Judicial

- See attached report.

c. Police

- **Personnel:**

- **LMPD:**

- There are six (6) Police Officer vacancies. An entry-level Civil Service Examination will be conducted on October 10, 2013. Currently two (2) candidates have been interviewed and have progressed to background investigation stage.

- A Lieutenant promotional examination will be conducted on November 12, 2013.

- **Training:**

- **LMPD:**

- No training report for this period.

- **Operations:**

- **LMPD:**

- Final planning and preparation is underway to provide law enforcement and security in support of Bayou Fest (October 19, 2013).

- No “Bandit Sign” report for this month: anticipate a report in October. Chief Aragon was advised by City Marshal Van Stavern that two (2) prior sign violators who were cited have paid their fines.

- **Emergency Management Coordinator (EMC) Operations:**

- EMC/Chief Randall Aragon is continuing to keep updated on hurricane forecasts for balance of this hurricane season which initiated on June 1st and ends November 30th.

d. Fire

- **Personnel:**

- Application period closed on September 9, 2013 for the two (2) Firefighter vacancies created by the resignations of Michael Goff and Frank Adams. The positions were posted on the Texas Municipal League website and Texas Commission on Fire Protection, COM Fire Academy and San Jacinto Fire Academy.

- Closing date for applications for Fire Chief was August 16, 2013.

- **Operations:**

- ISO (Insurance Services Office) commenced a review and inspection of La Marque’s fire protection capabilities on September 11, 2013, to establish a “Public Fire Protection” classification for the City of La Marque.

- Statistical information enclosed.

- **Overtime Utilization:**

- Year to date: \$107,115.81 – Justification: Required to maintain minimum staffing levels. September 2013: \$755.57

- **Other:**

- RFP for EMS Billing issued on July 19, 2013. Closing date for receipt of proposals was August 20, 2013.

- Bids for Fire Apparatus Repairs and Preventive Maintenance issued August 9, 2013.

- Closing date for receipt of bids was August 30, 2013

e. **Public Works**

- **Public Works Administrative Assistant** – For the month of July, there was an increase in calls for sewer stops ,Billing Department, trash pick-up, pot holes, street repair, Director, Assistant Director, City Hall Administrative Assistant, Inspections, customer at the window, recycling and community service and a decrease in all other calls.
- **Parks** – For the month of July, there was an increase in hours at Highland Bayou Park and the La Marque Cemetery. There was an overall decrease in park and general maintenance hours for the month.
- **Right-of-Way Maintenance** – For the month of July, there was an increase in utility patches and traffic sign repair. We had a significant decrease in all other areas.
- **Utility 22 - Water & Sewer Maintenance** – For the month of July, on the water side we had an increase in low pressure calls. On the sewer side we had an increase in sewer stops, sewer lines repaired and locates.
- **Utility 24 – Water & Waste Water** – For the month of July, at the Treatment Plant all data is comparative to the same as last year with the exception of less rain fall contributing to lower flow totals and chemicals used. There was a decrease in dead-ends flushed due to the drought conditions and an increase in mowing around fire hydrants.
- **Utility 26 – Water & Waste Water Maintenance** – No report – supervisor off duty-OJI
- **Overtime Hours**
- **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.
- **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; Pavilion rental clean-up
- **Department 26** – overtime hours for being on-call maintenance tech; carrying the on-call telephone.

Aug-13	August 2013	July 2013	August 2012	Fiscal Year To Date
Plumbing Inspections				
Gas Test	19	29	23	583
Plumbing Final	16	18	19	296
Plumbing Top-Out	28	17	4	323
Plumbing Underground	6	9	13	175
Sewer Line	7	12	8	194
Water Heater	0	0	0	15
Water Line	6	8	3	142
Total	82	93	70	1728
Electrical inspections				
Electric Underground	2	0	15	32
Electrical Final	13	21	14	240
Electrical Meter Loop	29	28	15	365
Electrical Pool Bonding	0	0	0	78
Electrical Rough-In	16	8	6	178
Generators	0	0	0	2
Temporary poles	19	11	6	126
Total	79	68	56	1021
Mechanical Inspections				
Mechanical Rough In	12	4	6	191
Mechanical Final	15	11	2	162
Total	27	15	8	353

Aug-13	August 2013	July 2013	August 2012	Fiscal Year To Date
Building Inspections				
Brick Ties	5	3	0	198
Building Final	16	18	4	216
Bulkhead	0	0	0	34
Deck	0	0	0	52
Driveways	13	9	0	149
Foundation Slab/Pier	13	12	7	171
Framing	11	6	3	170
House leveling	0	0	0	2
Pool Seal	0	0	0	6
Sign	0	3	0	9
Total	58	51	14	1007
Service Inspections				
Service Inspections (C of O)	7	4	3	32
			Total	278
Total Inspections				4387

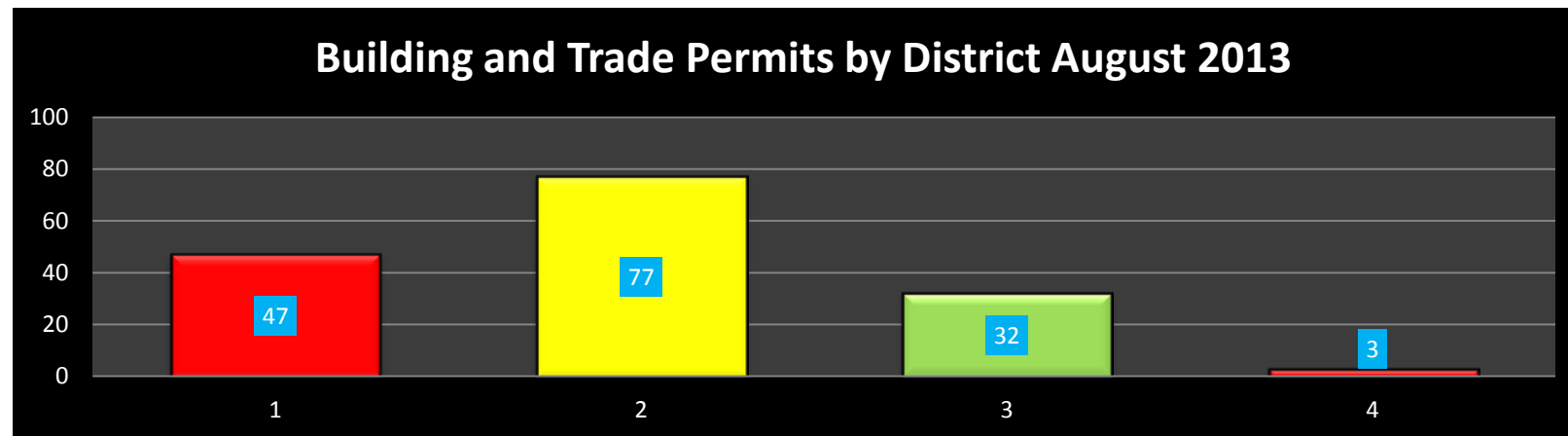
Building Permits				
Aug-13	August 2013	July 2013	August 2012	Fiscal Year To Date
Flammable Fluids	1	0	0	8
Building	70	76	124	1555
Burial	0	1	0	8
Community Room	0	0	0	2
Culvert Setting	0	2	2	26
Demolition	5	0	2	23
Electrical	27	43	48	315
Fire Code Plan review	0	0	0	5
Fire protection	0	0	0	2
Highland Bayou Park	2	2	0	30
Irrigation	0	0	0	1
Junkyard	0	0	0	2
Liquor License	2	2	1	51
Mechanical	33	14	15	335
Mobile Home Parks/Mobile Home	0	1	0	14
Plan Reviews	0	13	0	92
Plumbing	29	175	45	859
Public Information	1	0	0	10
Replat Fee	0	0	0	4
Rezone	0	0	0	11
Service Inspection	4	2	2	61
Sign	0	1	0	15
Solicitor	0	0	0	3
Temporary Operation	12	13	8	231
Wrecker Permit	0	0	0	11
Total	186	345	247	
Total Building Permits				3674

Building and trade permits by district for August 2013

	District A red	District B yellow	District C green	District D blue
Building permits	22	28	17	3
Electrical permits	8	11	8	0
Mechanical Permits	9	21	3	0
Plumbing Permits	8	17	4	0
Total	47	77	32	3

Special Projects

There was an abnormally low amount of permits requested from District D this month



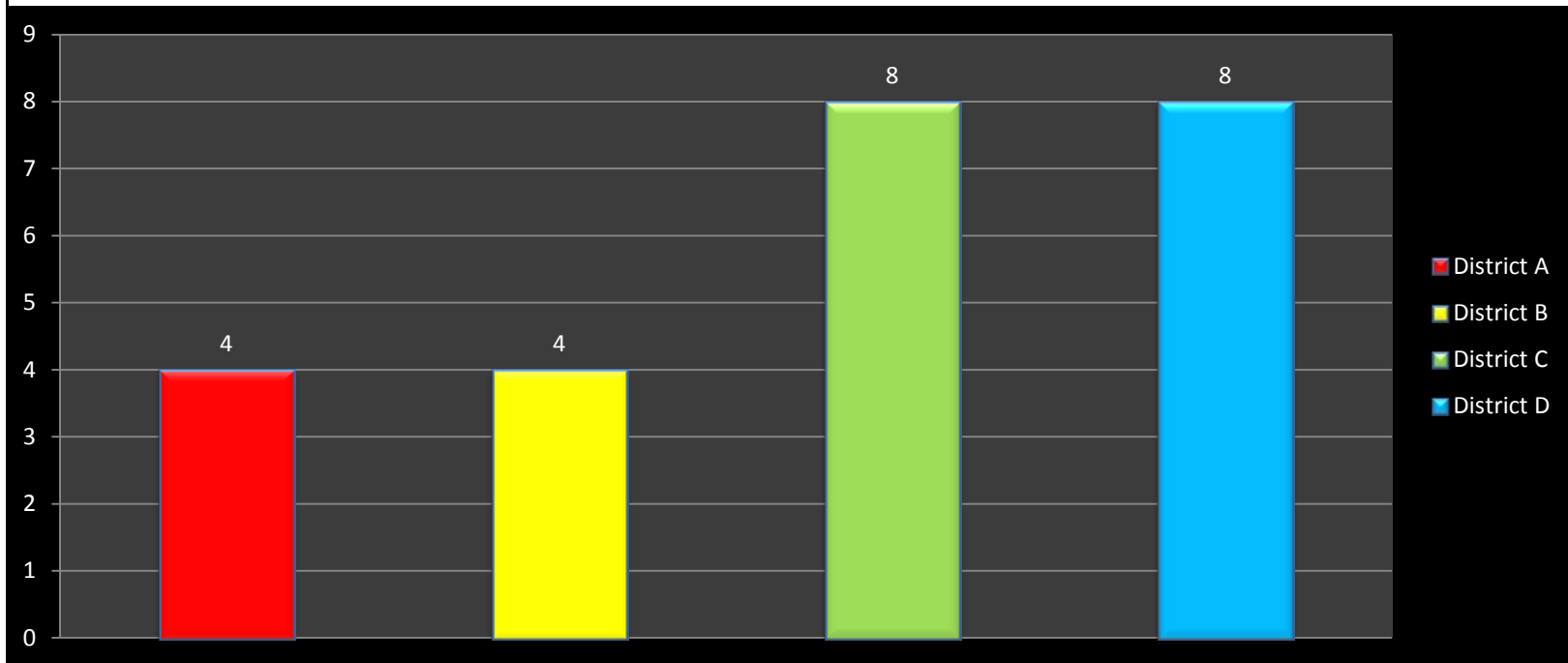
Aug-13	August 2013	July 2013	August 2012	Fiscal Year To Date
Code Enforcement Violations (properties may have more than one violation)				
Abandoned Premises	1	4	8	74
Accumulation of Rubbbish or Garbage	2	5	51	187
Disposal of Rubbbish or Garbage	1	5	44	177
Garbage,Rodents,Refuse & Other Waste	6	12	43	229
Grafitti	1	1	1	21
High Grass	11	14	62	499
Junk Vehicles	3	12	6	125
Junkyard Applications	0	1	0	7
Junkyard Enclosure	0	0	0	2
Keeping of swine, fowl, etc	0	0	0	7
Peddlers Licence/ Liquor Lic required	0	0	0	3
Plumbing Hazards	2	0	0	24
Prohibited home occupations	0	0	0	14
Property owner responsibility	2	6	8	116
Removal of Rubble & Haz-Mat	0	0	0	5
Required RV Park License/RV parking	0	1	1	11
RV Parks Rules & Regulations	0	1	1	7
Sanitation	1	1	6	53
Security of Vacant Premises	7	3	8	82
Stop Work Order	1	5	0	17
Unlawful Deposits	0	1	8	124
Vacant Premises	7	3	8	82
Water Heater T & P Discharge	0	1	0	5
Water Systems/Dirty pools	0	2	5	34
Zoning District Violations	0	1	0	14

Aug-13	August 2013	July 2013	August 2012	Fiscal Year To Date
Code Enforcement Violations (properties may have more than one violation)				
Industrial Business without a Dwelling	0	0	0	1
Accessory Buildings	0	1	0	14
Barking Dogs as a public nuisance	0	0	0	1
Comercial Trash Containers	0	0	0	4
Commercial containers Garb inside	0	0	0	1
Dangerous Conditions	0	1	0	33
Electrical Licensing Required	0	0	0	3
Exterior Structural Maintenance	9	8	17	149
Fire Protection	3	3	5	54
Flexible Chords where permitted	1	2	0	8
Human water consumption	0	0	0	3
Illegal Dumping	0	2	6	50
Interior surfaces in disrepair	2	3	3	29
Kennels	0	0	0	2
No ceiling voids allowing fire ext.	1	2	0	9
Occupant responsible for extermination	0	0	0	18
Refrig. / Containers Acces. To Child	0	1	2	32
Removal of combustibles	0	0	0	6
Screening Required/ not up to code	0	0	0	3
Street Address Placement	0	0	0	6
Subst./Delapidted Bldg.	6	2	9	74
Tires Illegal dumping	0	2	4	34
Underground Storage Tank	0	0	0	1
Unsafe Electrical Systems	2	2	0	33
Unsafe Structures	15	10	17	196
Walking Surfaces/Drainage	2	3	4	37
Working Without Permit/License	1	5	0	38
TOTAL	87	126	327	2758

Aug-13	August 2013	July 2013	August 2012	Fiscal Year To Date
Abatement of property				
10 day Compliance extn	15	2	14	20
30 day compliance extn	3	4	1	10
Abated by City	11	2	1	16
Abated by Owner	1	3	11	9
Court No Show	0	5	4	6
Charges Dismissed	0	1	1	1
Court Reset	1	3	1	4
Gave Initial Notice	15	29	80	97
Letter sent to City Attorney	0	0	0	0
Obtained bid to abate	1	10	2	14
Recheck / Follow Up	0	3	0	16
Retake & Request Pictures	0	3	19	16
Sent to Court	0	9	19	22
TOTAL	47	74	153	217

Code Enforcement Inspections - Complaint Driven

	District A	District B	District C	District D
Property Inspections	4	4	8	8
Total Insp			24	



DEVELOPMENT SERVICES

JUDICIAL DEPARTMENT

**Judicial
Monthly Report
August 2013**

	Non- Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non- Traffic State Law	City Ordinance	Total this Month	Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
Total Cases Pending First of Month	4455	0	3	1499	1465	401	7823		7689	
Active Cases	962	0	0	137	76	139	1314		1294	
Inactive Cases	3493	0	3	1362	1389	262	6509		6435	
New Cases Filed	246	0	0	104	58	4	412	6864	639	6474
Cases Reactivated	108	0	0	50	34	2	194	2665	214	
All Other Cases Added	0	0	0	0	0	0	0	0	0	0
Total Cases on Docket	1316	0	0	291	168	145	1920		2147	
Dispositions Prior to Trial:										
Uncontested Dispositions	0	0	0	21	14	0	35	484	40	712
Dismissed by Prosecution	0	0	0	1	1	0	2	33	1	614
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	139	0	0	26	8	9	182	2348	185	2917
By the Court	86	0	0	10	3	3	102	1307	104	877
By the Jury	2	0	0	0	0	0	2	2	0	0
Acquittals:										
By the Court	0	0	0	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0	0	0	0
Dismissed by Prosecution	19	0	0	1	4	9	33	406	31	641
Compliance Dismissals:										
After Driver Safety Course	49						49	573	38	320
After Deferred Disposition	57	0	0	8	1	3	69	832	87	475
After Proof of Financial Responsibility	1						1	63	7	96

**Judicial
Monthly Report
August 2013**

	Non- Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non- Traffic State Law	City Ordinance	Total this Month	Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
All Other Transportation Code Dismissals	10	0	0	0	0	0	10	224	25	199
All Other Dispositions	8	0	0	7	8	0	23	398	26	484
Total Cases Disposed	369	0	0	74	40	24	507	6671	545	7326
Cases Placed on Inactive Status	159	0	0	71	58	8	296	3166	288	2273
Total Cases Pending End of Month:	4332	0	3	1529	1483	381	7728		7823	7533
Active Cases	788	0	0	146	70	113	1117		1314	1422
Inactive Cases	3544	0	3	1383	1413	268	6611		6509	6111
Show Cause Hearings Held	46	0	0	9	6	0	61	521	29	300
Cases Appealed:										
After Trial	3	0	0	0	0	0	3	41	4	33
Without Trial	0	0	0	1	0	0	1	1	0	7

City Marshal Court Activity:	Total This Month	Fiscal Year to Date	Prior Fiscal Year to Date	Total Month Prior
Door Hangers Issued	35	279	618	25
Arrests	25	319	357	22
Collection Phone Calls	312	3323	4144	285
Warrant Amounts Collected	23,102.86	327,027.21	307,674.53	20,811.27
Letters Mailed	85	728	452	46
Holds Placed	30	457	486	43
Non-Cash Credit Amount	40,053.30	582,772.04	665,143.25	70,064.04

**Judicial
Monthly Report
August 2013**

	Total this Month	Fiscal yr to date	Total Prior Month	Prior Fiscal yr to date
Juvenile/Minor Activity:				
Transportation Code Cases Filed	1	28	2	31
Non-driving Alcoholic Beverage Code Cases Filed	0	11	0	7
Driving Under Influence of Alcohol Cases Filed	0	0	0	0
Drug Paraphernalia Cases Filed	0	2	0	5
Tobacco Cases Filed	0	3	0	2
Failure to Attend School Cases Filed	0	0	0	0
Education Code Cases Filed (except fail to attend)	0	0	0	0
Curfew Violation Cases Filed	0	15	0	15
All Other Non-traffic Fine-only Cases Filed	2	32	8	31
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	2	45	3	55
Class A and B Misdemeanors	15	189	11	259
Felonies	3	94	6	112
Arrest Warrants Issued:				
Class C Misdemeanors	270	3007	277	2902
Capias Pro Fine Issued:				
Class C Misdemeanors	164	1214	85	1196
Emergency Protection Orders Issued	8	51	4	33
Stolen Property Hearings Held	0	1	0	4
Cases Satisfied by Community Service:				
Partial Satisfaction	1	13	2	12
Full Satisfaction	8	167	24	225
Cases Satisfied by Jail Time Credit	93	1345	151	1671
Fines, Court Costs and Other Amounts Collected:				

Judicial**Monthly Report****August 2013**

	<i>Total this Month</i>	<i>Fiscal yr to date</i>	<i>Total Prior Month</i>	<i>Prior Fiscal yr to date</i>
<i>Kept by City</i>	\$ 62,960.77	\$ 784,887.47	\$ 60,617.57	\$ 715,232.61
<i>Remitted to State</i>	\$ 25,968.69	\$ 358,264.96	\$ 27,048.30	\$ 304,775.98
<i>Total</i>	\$ 88,929.46	\$ 1,143,152.43	\$ 87,665.87	\$ 1,020,008.59

Linebarger Activity

Number Cases Cleared	Dollar Value Cases Cleared Includes 30% fee	Number Cases Cleared Collected	Amount Cash Collected Includes 30% fee	Total Non-Cash Jail Time Credit Includes 30% fee	Collection Fee Amount Remitted to LB	Amount Kept by City
---------------------------------	--	---	---	---	---	--------------------------------

May	63	\$ 23,559.52	24	\$ 8,096.32	\$ 14,242.50	\$ 2,018.30	\$ 6,078.02
June	96	\$ 27,141.31	39	\$ 13,848.61	\$ 13,292.70	\$ 2,965.22	\$ 10,883.39
July	127	\$ 31,030.22	28	\$ 8,711.58	\$ 22,318.64	\$ 1,775.20	\$ 6,936.38
August	141	\$ 35,957.63	60	\$ 18,671.13	\$ 17,286.50	\$ 3,927.99	\$ 14,743.14
September							
October							
November							
December							
TOTALS	427	\$ 117,688.68	151	\$ 49,327.64	\$ 67,140.34	\$ 10,686.71	\$ 38,640.93

PUBLIC SAFETY

City of La Marque
Monthly and Year
To Date

Police Department
Month: August
Year: 2013

	CURRENT MONTH (Aug13)	CURRENT MO. PREV. YR. (Aug12)	PREV. MONTH (July13)	YR. TO DATE 2013	PREV. YR. TO DATE 2012
<u>PART I CRIMES:</u>					
Homicide	0	0	0	1	0
Rape	3	0	0	5	6
Robbery	4	2	0	16	13
Assault (*includes simple)	44	35	31	288	281
Burglary	15	17	17	124	121
Theft	65	51	73	505	335
M.V. Theft	6	1	4	23	27
<u>PART II CRIMES:</u>	196	216	195	1,624	1,493
<u>CALLS FOR SERVICE:</u>	1,912	2,227	2,071	16,083	15,096
<u>ACCIDENTS:</u>	26	22	20	208	194
Injuries	11	6	4	68	50
Non-injury	15	16	16	140	144
Fatalities	0	0	0	2	0
Alcohol Related	1	2	1	8	3
<u>ADULT ARRESTS:</u>	145	194	138	1,146	1,182
<u>JUVENILE DETENTIONS:</u>	2	0	1	9	11
<u>TRAFFIC STOPS:</u>	251	538	326	2,672	2,337
Citations	210	433	270	2,230	1,744
Violations	271	575	361	2,995	2,400
Warnings	3	10	10	60	51
<u>DISTURBANCES:</u>	88	92	103	852	919

This month, the Police Department arrested **44** people on municipal warrants, serving **120** warrants.

To date, the Police Department has arrested **393** people on municipal warrants, serving **1,025** warrants.



**2013 LA MARQUE POLICE DEPT.
CRIME STATS**



	2009				2010				2011				2012				2013							
	January - December				January - December				January - December				January - December				January - August							
	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	Offense 2012	Offense 2013	% +/-	Clearance 2012	Clearance 2013	% CL 2012	% CL 2013	
Murder	4	400%	2	50%	3	-25%	2	67%	2	-33%	2	100%	1	-50%	1	100%	0	1	100%	0	1	0%	100%	
Rape	22	-15%	10	45%	6	-73%	3	50%	5	-17%	2	40%	14	280%	8	57%	6	5	-17%	6	5	100%	100%	
Robbery	39	-11%	11	28%	34	-13%	16	47%	28	-18%	12	43%	23	-18%	11	48%	13	16	23%	6	5	46%	31%	
Aggravated Assault	98	32%	53	54%	39	-60%	23	59%	29	-26%	18	62%	32	10%	31	97%	30	32	7%	21	18	70%	56%	
La Marque Violent Crime Total	163	12%	76	47%	82	-50%	44	54%	64	-22%	34	53%	70	10%	51	73%	49	54	10%	33	29	67%	54%	
Texas Violent Crime Total	121,789	-2%	53,587	44%	113,300	-7%	49,852	44%	104,961	-7%	59,827	57%	*	*	*	*	*	*	*	*	*	*	*	
Burglary	236	-2%	26	11%	202	-16%	77	38%	203	0%	16	8%	193	-6%	17	9%	121	124	2%	13	14	11%	11%	
Theft	382	13%	112	29%	478	23%	159	33%	443	-7%	97	22%	477	7%	202	42%	335	505	51%	129	195	39%	39%	
Motor Vehicle Theft	45	-8%	27	60%	29	-37%	15	52%	33	18%	8	24%	43	30%	15	35%	27	23	-15%	13	8	48%	35%	
Arson	9	29%	1	11%	4	400%	0	0%	2	-50%	1	50%	9	900%	0	0%	1	3	200%	0	0	0%	0%	
La Marque Property Crime Total	672	6%	166	25%	713	5%	251	35%	681	-4%	122	18%	722	5%	234	32%	484	655	35%	155	217	32%	33%	
Texas Property Crime Total	995,150	3%	149,272	15%	951,971	-4%	142,796	15%	892,419	-6%	142,787	16	*	*	*	*	*	*	*	*	*	*	*	
	RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE				% +/-			
La Marque Violent Crime Rate	1,182		2%		594		-50%		441		-26%		482		9%		372				10%			
Texas Violent Crime Rate	491		-3%		451		-8%		409		-9%		*		*		*				*			
La Marque Property Crime Rate	4,872		1%		5,169		5%		4,894		-5%		4,976		5%		4,514				35%			
Texas Property Crime Rate	4,016		1%		3,786		-6%		3,476		-8%		*		*		*				*			
Calls For Service	28,249				25,017				22,549				24,036				16,083							
Population Estimate	13,794				13,794				14,509				14,509				14,509							
Officers per 1,000 pop.	2.0				2.1				2.0				2.0				2.0							
DWI	23				39				69				63				28							
Traffic Citations	3,872				1,917				2,874				3,237				2,230							
Drug Arrests	115				90				198				189				111							

*Data unavailable

Galveston County Health District



Animal Services Division
Animal Resource Center - Monthly Report by Jurisdiction

City: La Marque
Month: August 13
Completed By: Holly Copeland

ANIMALS:

Incoming Animals:		44	Outgoing Animals-Disposition Method:						38
Incoming Field	20	Adoptions	Redeemed by Citizen	Rescued by Group	Euthanized	Quarantine Return	Died in Care	Escaped	
Incoming Shelter	24	2	5	4	21	1	1	1	
Includes 1 Owner Requested Euthansia									

CALLS: 83

Average Response Time			1:11 (hours)		
14	Contained By Citizen/Trap	29	Stray	7	Neglect/Welfare Check
9 Animal Picked Up		5 Animal Picked Up		Animal Picked Up	
1 Animal Not Found		14 Animal Not Found		Animal Not Found	
1 Incident Closed		1 Incident Closed		1 Incident Closed	
3 Other		9 Other		6 Other	
Dead on Arrival		Dead on Arrival		Other-Conference	
2	Nuisance	19	Sick/Injured	0	Wildlife
Animal Picked Up		5 Animal Picked Up		Animal Picked Up	
Animal Not Found		1 Animal Not Found		Animal Not Found	
1 Incident Closed		3 Incident Closed		Incident Closed	
1 Other		3 Other		Other	
Dead on Arrival		7 Dead on Arrival		Dead on Arrival	
3	Assist Law Enforcement	0	Dog Attack-Animals	9	Other
1 Animal Picked Up		Animal Picked Up		Animal Picked Up	
2 Animal Not Found		Animal Not Found		Animal Not Found	
Incident Closed		Incident Closed		3 Incident Closed	
Other		Other		6 Other	
Dead on Arrival		Dead on Arrival		Dead on Arrival	

ADDITIONAL INFORMATION:

Quarantined	0	Included in Total Calls
Bite Reports	0	
Licenses Issued	3 Altered	
Citations Issued	0	
Notices Issued	0	

Other
3

Galveston County Health District



Animal Services Division
Animal Resource Center - Monthly Report by Jurisdiction
Aug-13

Jurisdiction	Incoming Animals		Outgoing Animals-Disposition Method									
	Incoming Field	Incoming Shelter	Adoptions	Redeemed by Citizen	Rescued	Euthanized	Euthanasia Request by Owner	Died in Care	Quarantine Return	Escaped	Dead on Arrival	Other*
Bayou Vista	0	0	0	0	1	0	0	0	0	0	0	0
Clear Lake Shores	2	4	1	0	0	4	0	0	0	0	0	0
Dickinson	41	54	25	4	5	29	5	1	1	0	0	11
Hitchcock	13	10	9	0	1	13	0	0	0	0	0	3
Kemah	7	5	0	1	3	5	0	1	0	0	0	3
La Marque	20	24	2	5	4	20	1	1	1	1	0	3
Santa Fe	31	68	10	3	7	65	2	0	2	0	0	14
Texas City	126	146	47	19	47	165	8	11	0	1	1	42
Tiki Island	5	1	0	0	0	3	0	0	0	0	0	0
Unincorporated	70	40	14	8	16	63	0	3	2	0	0	11
Drop Box	n/a	7	7	0	8	6	0	0	0	0	0	16
Totals	315	359	115	40	92	373	16	17	6	2	1	103

Calls/Reasons For Calls

Jurisdiction	Calls Received	Avg Response Time	Contained by Citizen or Trap	Neglect or Welfare Check	Nuisance	Sick or Injured	Stray	Assist Law Enforcement	Dog Attack-Dogs	Other	Wildlife	Bite Reports	Citations Issued	Notices Issued
Bayou Vista	0	n/a	0	0	0	0	0	0	0	0	0	0	0	0
Clear Lake Shores	4	3:01	4	0	0	0	0	0	0	0	0	0	0	0
Dickinson	68	0:49	23	12	1	2	18	1	0	6	0	5	0	9
Hitchcock	57	0:59	29	4	1	1	12	0	0	9	0	1	1	2
Kemah	13	0:33	11	0	0	1	0	1	0	0	0	0	1	0
La Marque	83	1:11	14	7	2	19	29	3	0	9	0	0	0	7
Santa Fe	66	0:36	18	6	1	4	17	2	0	11	3	4	0	13
Texas City	69	N/A	10	3	0	5	41	2	0	6	0	2	n/a	n/a
Tiki Island	6	0:48	5	0	0	1	0	0	0	0	0	0	0	0
Unincorporated	164	1:06	40	42	0	3	56	5	4	10	1	3	4	40
Totals	530	1:07	154	74	5	36	173	14	4	51	4	15	6	71

Notes:

Physical Count of animals at ARC on 8/31/13: 281

*Other category under Dispositions are cases with animals that based on physical inventory were not at ARC but had not been dispositioned; reasons could include, duplicate case entry, lack of communication or completed paperwork for disposition, data entry error. Processes have been put into effect to correct these issues.

FY-2013 YTD EMS FINANCIAL DATA

NET COLLECTIONS

YEAR	2012	2012	2012	2013	2013	2013	2013	2013
MONTH	10	11	12	1	2	3	4	5
	\$38,894	\$32,236	\$50,638	\$39,208	\$27,107	\$34,375	\$31,785	\$41,705

YEAR	2013	2013	2013	2013
MONTH	6	7	8	9
	\$20,400	\$24,279	\$38,547	11,634

YTD TOTAL: \$390, 808

YTD FEES PAID TO INTERMEDIX

<u>DATE</u>	<u>PAYMENT</u>
10/3/2012	\$2,986
11/3/2012	\$5,036
12/2/2012	\$3,595
01/2/2013	\$6,543
02/2/2013	\$5,077
03/2/2013	\$3,366
04/2/2013	\$4,449
05/2/2013	\$4,112
06/2/2013	\$5,384
07/2/2013	\$2632
08/02/2013	\$3,136
09/2/2013	

YTD TOTAL: \$46,316
AVERAGE PYMT: \$4210

YTD RESPONSES – TOTAL CURRENT CHARGES – BILLABLE ACCOUNTS

<u>MONTH</u>	<u>YEAR</u>	<u>RESPONSES</u>	<u>TOTAL CURRENT CHARGES</u>	<u>BILLABLE ACCOUNTS</u>
10	2012	124	\$ 195,835	114
11	2012	110	168,367	102
12	2012	124	173,664	106
01	2013	121	173,440	110
02	2013	111	155,178	100
03	2013	121	174,199	105
04	2013	112	172,362	103
05	2013	100	140,605	86
06	2013	115	166,375	104
07	2013	128	179,204	110
08	2013	122	179,571	108
09	2013	56	81,102	51
YTD TOTALS:		1344	1,959,902	1199

FIRE DEPARTMENT

City of La Marque

Fire Department

Month: September 1st – 13th
Year: 2013

	Current Month: September 1 st – 13th of 2013	Current Month/ Previous Year: September 2012	Previous two weeks: August 2013	Year to Date: 2012-2013	Previous Year to Date: 2011-2012
Fires-	3	4	3	77	83
Overpressures/ Explosions-	0	0	0	2	6
Rescue and EMS-	54	49	44	1,538	1,443
Haz-Mat-	2	0	1	51	55
Good Intent-	4	4	4	121	146
False Alarm-	1	1	8	77	62
Mutual Aid Received from(FIRE)-Texas City-	1		2		
Mutual Aid Given to (FIRE)- Texas City-	2		0		
Mutual Aid Received from(EMS)- Texas City-	8		7		
Mutual Aid Given to(EMS)- Texas City-	0		1		
Mutual Aid Received from(FIRE)- Hitchcock-	1		1		
Mutual Aid Given to(FIRE)- Hitchcock-	0		0		
Mutual Aid Received from (EMS)-Hitchcock-	0		1		
Mutual Aid Given to (EMS)-Hitchcock-	0		1		
Mutual Aid Rec'd from(FIRE/EMS)- City of Galv-	1		0		
Mutual Aid Given to(FIRE/EMS)- City of Galv-	0		0		
Mutual Aid Received from(FIRE)- Bayou Vista-	1		0		
Mutual Aid Given to (FIRE)- Bayou Vista-	0		1		
Mutual Aid Received from (EMS) – Bayou Vista-	0		0		
Mutual Aid Given to (EMS) – Bayou Vista-	0		1		
Mutual Aid Given (EMS & FIRE)- Galv Co EMS-	0		0		
Mutual Aid Received (EMS /FIRE)- Galv Co EMS	0		0		
Mutual Aid Received from(FIRE)E – All Others	1		0		
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-	0		0		

All others= Tiki Island, San Leon, Air Phi Medical, League City, Galveston County Health District, etc...

La Marque Fire / Rescue

Incident Type Report (Summary)

Alarm Date Between {09/01/2013} And {09/13/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	1.44%	\$300,000	100.00%
113 Cooking fire, confined to container	1	1.44%	\$0	0.00%
131 Passenger vehicle fire	1	1.44%	\$0	0.00%
	<u>3</u>	<u>4.34%</u>	<u>\$300,000</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	51	73.91%	\$0	0.00%
322 Motor vehicle accident with injuries	1	1.44%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	2.89%	\$0	0.00%
	<u>54</u>	<u>78.26%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	2	2.89%	\$0	0.00%
	<u>2</u>	<u>2.89%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
500 Service Call, other	1	1.44%	\$0	0.00%
510 Person in distress, Other	1	1.44%	\$0	0.00%
552 Police matter	2	2.89%	\$0	0.00%
553 Public service	1	1.44%	\$0	0.00%
	<u>5</u>	<u>7.24%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	3	4.34%	\$0	0.00%
661 EMS call, party transported by non-fire	1	1.44%	\$0	0.00%
	<u>4</u>	<u>5.79%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	1	1.44%	\$0	0.00%
	<u>1</u>	<u>1.44%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 69

Total Est Loss: \$300,000

EMS CALL STATISTICS FY 2011- 2012

La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH													
Disposition		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
Encounters		150	102	104	110	120	112	110	125	135	132	117	102
Transports		113	78	85	93	104	92	87	101	106	107	97	81
Aeromedical		0	0	0	0	0	0	0	0	0	0	0	0
Dead On Scene		0	1	1	0	1	0	0	0	2	3	3	0
Refusals		37	23	18	17	15	20	23	24	27	22	17	21
RESPONSE TIMES PER MONTH (minutes)													
Unit Status		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
Dispatch - Location		5	5	5	5	7	5	5	5	6	5	5	5
Location - To Hospital		17	16	15	15	15	16	17	17	16	17	15	14
To Hospital - At Hospital		11	8	9	9	11	11	10	11	11	11	9	11
At Hospital - In Service		28	25	32	31	29	34	33	34	33	35	37	33
Location - At Hospital		26	23	24	24	25	25	25	26	26	26	23	24
Dispatch - At Hospital		31	28	30	30	31	30	30	32	32	32	29	30
Dispatch - In Service		54	49	57	57	58	58	58	60	58	61	60	56

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 1ST	AUG 2ND	SEPT 1ST
Encounters	123	110	124	119	111	121	109	99	112	124	58	110	55
Transports	111	99	102	105	90	104	100	82	99	104	51	95	52
Aeromedical	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
Refusals	10	6	20	10	17	16	9	17	10	18	7	15	2

RESPONSE TIMES PER MONTH (minutes)													
Unit Status	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG 1ST	AUG 2ND	SEPT 1ST
Dispatch - Location	5	5	5	5	5	5	5	6	6	6	6	6	5
Location - To Hospital	16	15	14	15	16	16	15	16	17	16	15	16	13
To Hospital - At Hospital	12	10	11	11	10	11	12	10	10	10	12	11	10
At Hospital - In Service	33	35	33	32	31	31	35	34	32	31	34	34	30
Location - At Hospital	26	24	24	25	25	27	26	24	25	25	25	26	24
Dispatch - At Hospital	32	30	30	32	30	33	32	31	31	32	32	32	30
Dispatch - In Service	63	62	56	59	56	59	65	59	61	57	63	62	58

CALL STATISTICS 2013
La Marque Fire/Rescue

PATIENT TRANSPORTS BY RECEIVING FACILITY													
Facility Code	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
CStJoseph	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MD	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
WomenTx	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MHSE	1 0%	1 1%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	1 1%				4 0%
UTMBHosp	15 14%	15 16%	17 16%	25 24%	15 18%	11 10%	14 13%	26 24%	7 13%				145 17%
MHPB	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MHCH	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
CLRH	11 10%	4 4%	4 3%	5 4%	2 2%	6 5%	3 2%	2 1%	4 7%				41 4%
St John	1 0%	1 1%	5 4%	3 2%	1 1%	2 1%	4 3%	2 1%	1 1%				20 2%
SanJac	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Mainlnd	77 73%	69 76%	78 75%	68 67%	64 78%	82 81%	83 79%	75 70%	38 74%				634 75%

Bellaire	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Hermann	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
ShrinrBH	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
St Luke	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
TXChld	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
TOTAL	105 100%	90 100%	104 100%	101 100%	82 100%	101 100%	104 100%	106 100%	51 100%				844 100%

PATIENT DISPOSITION BY MONTH													
Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	119	111	121	113	100	115	128	122	55				984
Transports	105 88%	90 81%	104 85%	102 90%	83 83%	101 87%	106 82%	107 87%	52 94%				850 86%
Aeromedical	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Dead On Scene	4 3%	4 3%	1 0%	0 0%	0 0%	2 1%	2 1%	0 0%	1 1%				14 1%

Unfounded	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%				1 0%
Refusals	10 8%	17 15%	16 13%	11 9%	17 17%	11 9%	20 15%	15 12%	2 3%				119 12%

CALLS BY TIME OF DAY													
Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	31 25%	34 30%	34 28%	29 25%	21 21%	26 22%	32 25%	25 20%	15 27%				247 25%
1200-1759	45 37%	33 29%	45 37%	40 35%	41 41%	44 38%	44 34%	43 35%	19 34%				354 35%
1800-2359	29 23%	30 27%	29 23%	30 26%	26 26%	24 20%	32 25%	31 25%	11 20%				242 24%
0000-0559	16 13%	14 12%	13 10%	14 12%	12 12%	21 18%	20 15%	23 18%	10 18%				143 14%

PATIENT AGE BY MONTH													
Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
<1	0 0%	1 0%	0 0%	0 0%	1 1%	1 0%	0 0%	1 0%	0 0%				4 0%
1-8	5 4%	3 2%	1 0%	3 2%	0 0%	1 0%	3 2%	4 3%	2 3%				22 2%
9-12	0	2	2	0	3	1	0	1	0				9

	0%	1%	1%	0%	3%	0%	0%	0%	0%				0%
13-17	2 1%	3 2%	1 0%	4 3%	1 1%	3 2%	1 0%	1 0%	1 1%				17 1%
18-25	7 5%	5 4%	9 7%	13 11%	7 7%	10 8%	16 12%	9 7%	4 7%				80 8%
26-50	29 24%	31 27%	34 28%	30 26%	34 34%	36 31%	29 22%	38 31%	21 38%				282 28%
51-75	46 38%	48 43%	49 40%	44 38%	44 44%	44 38%	55 42%	47 38%	21 38%				398 40%
76-100	30 25%	18 16%	25 20%	19 16%	10 10%	19 16%	24 18%	21 17%	5 9%				171 17%
>100	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 1%				1 0%

DISPATCHED CALL TYPES PER MONTH													
Call Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Abd Pain	3 2%	0 0%	7 5%	6 5%	3 3%	4 3%	3 2%	1 0%	0 0%				27 2%
Allergic Rx	0 0%	0 0%	1 0%	2 1%	1 1%	2 1%	0 0%	0 0%	0 0%				6 0%
Animal Bite	0 0%	0 0%	0 0%	1 0%	0 0%	1 0%	0 0%	0 0%	0 0%				2 0%
Assault	2	5	2	2	2	0	3	1	2				19

	1%	4%	1%	1%	2%	0%	2%	0%	3%				1%
Auto Ped	0 0%	0 0%	0 0%	1 0%	2 2%	1 0%	1 0%	2 1%	0 0%				7 0%
Back Pain	0 0%	1 0%	1 0%	3 2%	0 0%	4 3%	2 1%	0 0%	2 3%				13 1%
Burns	1 0%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%	1 0%	0 0%				3 0%
CO Poison	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
CPR	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	3 2%	0 0%				4 0%
Cardiac	20 16%	14 12%	10 8%	12 10%	18 18%	9 7%	11 8%	15 12%	4 7%				113 11%
Childbirth	0 0%	0 0%	0 0%	1 0%	3 3%	0 0%	0 0%	0 0%	0 0%				4 0%
Choking	2 1%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%				3 0%
DOS	3 2%	4 3%	1 0%	0 0%	0 0%	1 0%	0 0%	0 0%	1 1%				10 1%
Diabetic	5 4%	3 2%	1 0%	4 3%	4 4%	5 4%	10 7%	4 3%	3 5%				39 3%
Drowning	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Electrocution	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Eye Injury	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%

Falls	7 5%	5 4%	14 11%	11 9%	5 5%	10 8%	11 8%	13 10%	5 9%				81 8%
Fire/Hazmat	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
GSW/Stab	0 0%	0 0%	1 0%	1 0%	0 0%	1 0%	0 0%	0 0%	0 0%				3 0%
Headache	1 0%	1 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	1 1%				4 0%
Heat/Cold	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
Hemorrhage	0 0%	3 2%	2 1%	4 3%	0 0%	0 0%	1 0%	1 0%	1 1%				12 1%
Ind Accident	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				0 0%
MVA	5 4%	9 8%	6 4%	12 10%	5 5%	7 6%	8 6%	14 11%	4 7%				70 7%
Medical	24 19%	24 21%	31 25%	21 17%	17 17%	29 25%	28 21%	29 23%	12 21%				215 21%
Other	2 1%	2 1%	5 4%	0 0%	0 0%	3 2%	9 7%	4 3%	2 3%				27 2%
Overdose	0 0%	2 1%	1 0%	1 0%	1 1%	1 0%	1 0%	0 0%	3 5%				10 1%
Person Down	0 0%	0 0%	0 0%	1 0%	1 1%	0 0%	1 0%	0 0%	0 0%				3 0%
Psych	1 0%	0 0%	2 1%	0 0%	4 4%	2 1%	3 2%	0 0%	0 0%				12 1%
Respiratory	25	18	16	12	11	15	13	12	3				125

	20%	16%	13%	10%	11%	13%	10%	9%	5%				12%
Seizures	7 5%	7 6%	2 1%	8 6%	8 8%	4 3%	10 7%	8 6%	7 12%				61 6%
Service Call	3 2%	1 0%	3 2%	0 0%	0 0%	0 0%	0 0%	1 0%	1 1%				9 0%
Stroke	0 0%	3 2%	2 1%	0 0%	2 2%	3 2%	2 1%	2 1%	1 1%				15 1%
Trauma	2 1%	3 2%	4 3%	4 3%	3 3%	2 1%	2 1%	4 3%	2 3%				26 2%
Unconscious	5 4%	6 5%	7 5%	1 0%	8 8%	9 7%	8 6%	4 3%	1 1%				49 4%
Unknown	3 2%	0 0%	0 0%	0 0%	2 2%	0 0%	0 0%	2 1%	0 0%				7 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	6	6	6	6	5				6
Location - To Hospital	15	16	16	15	16	17	16	15	13				15
To Hospital - At Hospital	11	10	11	13	10	10	10	11	10				11
At Hospital - In Service	32	31	31	35	34	32	31	34	30				32
Location - At Hospital	25	25	27	26	24	25	25	26	24				25
Dispatch - At Hospital	32	30	33	32	31	31	32	32	30				32
Dispatch - In Service	59	56	59	64	59	61	57	63	58				60

La Marque Fire / Rescue

Unit Response Time Analysis

Alarm Date Between {09/01/2013} And {09/13/2013}

Response

Hrs	Mins	Count	Percentage
	01	3	3.7%
	02	7	8.8%
	03	2	2.5%
	04	15	18.9%
	05	9	11.3%
	06	14	17.7%
	07	8	10.1%
	08	9	11.3%
	09	6	7.5%
	10	2	2.5%
	11	2	2.5%
	14	1	1.2%
	15	1	1.2%

Overall Average Response Time: 00:05:58

PUBLIC WORKS DEPARTMENT

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT

Cyndi Efird

2013 / August	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	August
	8/1-8/3	8/4-8/10	8/11-8/17	8/18-8/24	8/25-8/31	TOTALS	2012
Calls / Customers							
Water Leaks	2	3	2	1	15	23	24
Sewer Stops	2	10	4	12	9	37	27
Leak at Meter	0	0	0	0	0	0	4
Low Pressure / No Water	0	1	2	4	8	15	21
Dress-Ups	0	0	0	0	0	0	1
Billing Department	11	39	37	34	14	135	95
Blue Cart / Trash Pick Up	0	2	2	7	4	15	14
Wednesday Pick Up	1	3	2	1	0	7	11
Bulk Pick Up	0	0	2	0	1	3	7
Co-Compliance	0	0	0	0	0	0	10
Pot Holes	0	1	0	0	1	2	0
Street Repair	0	0	0	1	1	2	1
Driveway Repair	0	0	0	0	0	0	0
Dirt Request	0	0	0	0	0	0	0
Culverts	0	5	1	0	0	6	6
Mowers / Mowing	0	1	0	4	0	5	5
Street Signs	0	0	0	0	1	1	1
Traffic Lights	0	0	0	1	0	1	3
Street Light Outage	0	0	0	2	1	3	3
Street Light Request	0	0	0	0	1	1	0
Director	6	8	7	5	9	35	15
Assistant Director	1	4	2	2	2	11	8
PW/Utility Dept Supervisors	6	7	10	8	5	36	48
City Manager	0	0	0	1	1	2	3
City Hall Admin Assist.	1	1	1	8	1	12	3
Human Resource	0	0	0	0	0	0	0

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Cyndi Efird

2013/ August	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	August
	8/1-8/3	8/4-8/10	8/11-8/17	8/18-8/24	8/25-8/31	TOTALS	2012
Calls / Customers							
City Clerk	0	1	0	1	0	2	5
Inspections	1	1	3	1	1	7	6
Animal Control	0	0	1	0	0	1	4
Mosquito Spray	0	0	0	0	0	0	0
Locates	0	1	0	0	0	1	3
LM's	0	0	0	0	0	0	11
Customer at Window	4	6	8	7	4	29	23
Recycling	0	3	1	1	1	6	1
Community Service	2	1	1	1	4	9	5
Gas Company	0	0	0	0	0	0	0
Miscellaneous Calls	5	12	17	11	6	51	60
Smelly water/colored water	2	2	0	1	0	5	*
Stage 2	0	2	2	1	2	7	*
TOTAL						581	428

* Information not available

August 6th - attend staff meeting @ City Hall
 August 6th - send out quote for City Plastic Bags
 August 9th - Attended Bid opening @ City Hall
 August 16th - Submitted CMR & Agenda items
 August 20th - met w/Toni over City Roof's LM
 August 30th - Submitted CMR

CITY OF LA MARQUE
PARKS DEPARTMENT MONTHLY REPORT
Dwanna Jones

2013 / August

SCHEDULED WORK

COMPLETED WORK

PARK MAINTENANCE	WK 1	WK 2	WK 3	WK 4	WK 5	Month	2012	DESCRIPTION OF WORK
	1-3	4-10	11-17	18-24	25-31	Totals	Totals	
Bayou City Park	1	2	1	1	1	6	14	empty trash; mowed & weed-eated
Bird Sanctuary	1	1	0	0	0	2	14	mowed & weed-eated
Highland Bayou Park	2	5	15	32	5	59	47	clean restrooms; empty trash, mowed&weed-eated
Jaycee Park	1	2	1	1	1	6	14	empty trash; mowed & weed-eated
Lagana Park	1	1	5	1	1	9	20	empty trash; mowed & weed-eated
Martin Luther King Jr. Park	1	5	1	1	1	9	14	empty trash; mowed & weed-eated
Mahan Park	2	5	5	5	10	27	43	clean restrooms; empty trash, mowed&weed-eated
Westlawn Park	1	2	3	1	1	8	20	empty trash; mowed & weed-eated
GENERAL MAINTENANCE								DESCRIPTION OF WORK
City Hall	0	0	0	1	0	1	6	trimmed hedges
Library / Walter Feigle Park	5	0	0	0	0	5	14	mowed & weed-eated
Police Department	0	4	0	0	0	4	14	mowed & weed-eated
La Marque Cemetery	16	0	0	21	10	47	43	empty trash; mowed & weed-eated
La Marque Sign @ Hwy 3	0	1	0	0	0	1	12	mowed & weed-eated
Kirsten esplanade	0	0	1	0	0	1	10	mowed & weed-eated
Lake Rd / Grebb / Charity	0	0	2	0	0	2	*	mowed, weed-eated & picked up trash
LM property / Aid & Guidance	0	1	0	0	0	1	10	mowed & weed-eated
Bus Stops	1	1	1	1	1	5	10	empty trash & weed-eated
WEEKEND DUTIES								DESCRIPTION OF WORK
Highland Bayou Park	0	0	0	0	1	1	1	Pavilion rental clean-up
								clean restrooms; empty trash, clean-up pavillion
					Totals	194	306	
* Data not Available								
Comments:								

RIGHT-OF-WAY & ROAD MAINTENANCE DIVISION
ACTIVITY REPORT
DWANNA JONES

2013 / August

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	August
	8/1-8/3	8/4-8/10	8/11-8/17	8/18-8/24	8/25-8/31	TOTALS	2012
STREETS							
Utility Patch	3	3	0	0	0	3	0
Man Hours	24	24	0	0	0	48	0
Culverts-Linear Feet Set	0	16	0	12	100	128	132
Man Hours	0	16	0	8	48	72	72
Trimming Tree Limbs-Man Hours	0	0	0	8	0	8	20
Driveway Tie In-Man Hours	0	0	0	0	0	0	0
Traffic Sign Repair - Man Hours	0	8	0	0	24	32	16
Potholes Filled	0	0	6	0	0	6	238
Man Hours	0	0	2	0	0	2	136
Repaired Driveways	0	0	0	0	0	0	9
Man Hours	0	0	0	0	0	0	12
Grading Ditch - Linear Feet Cut	0	0	0	20	0	20	162
Man Hours	0	0	0	3	0	3	24
Mowing Man Hours	16	40	16	112	48	232	304
Sweeping - Man Hours	0	0	0	8	4	12	32
Grate Repair - Man Hours	0	0	0	0	0	0	4
Weed-eat - Man Hours	0	0	32	16	24	72	152
Dress-up - Man Hours	0	0	0	0	0	0	24
Check Drains & Ditches	0	0	9	0	0	9	116
Man Hours	0	0	8	0	0	8	60
Safety Meetings	0	0	0	0	0	0	5

SPECIAL PROJECTS

Picked up 15 "rent" signs
24hrs - hauled old rapp and dirt to Highland Bayou Park

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
DWANNA JONES

**2013 / August
Utility 22**

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	AUGUST
	8/1-8/3	8/4-8/10	8/11-8/17	8/18-8/24	8/25-8/31	TOTALS	2012
WATER							
Water leaks repaired	7	5	4	4	6	26	32
Residential Water Taps	0	0	0	0	0	0	2
Commercial Water Taps	0	0	0	0	0	0	2
Remote Read Meters Installed	0	0	0	0	0	0	0
Low Pressure City Side	0	0	0	0	5	5	0
Low Pressure Customer Side	0	2	1	0	0	3	0
Meter Boxes & Lids Replaced	0	0	0	0	0	0	0
Water Turned On/Off Citizens	0	0	0	0	0	0	0
Rusty Water Inquires	0	0	0	0	0	0	0
Bad Taste/Smelly Water	0	0	0	0	0	0	1
Fire Hydrants							
Fire Hydrants Installed	0	0	0	0	0	0	2
Fire Hydrants Repaired	0	0	0	0	0	0	1
Fire Hydrants Serviced	0	0	0	0	0	0	0
SPECIAL PROJECTS							
Repaired fence on Newman and Bluebonnet							
Fueled pumps located at Hwy 3 @ Cedar & Main Street Apartments							

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
DWANNA JONES

2013 / August
Utility 22

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	AUGUST
	8/1-8/3	8/4-8/10	8/11-8/17	8/18-8/24	8/25-8/31	TOTALS	2012
SEWER							
Sewer Stoppages Resolved	3	11	11	4	12	41	27
Sewer Lines Repaired	0	3	2	0	0	5	1
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	0
Clean-Outs Installed	0	0	0	0	0	0	1
Sewer Lines Installed	0	0	0	0	0	0	0
Manhole Repaired	0	0	0	0	0	0	0
Manhole Installed	0	0	0	0	0	0	0
Lines Locate, Water & Sewer	0	1	2	0	3	6	0
Miscellaneous							
Dress-Ups	0	0	0	0	2	2	17
Saw Cuts	0	0	0	0	0	0	1
Valves Replaced	0	0	0	0	0	0	0
TOTAL WORK ORDERS						88	87
Projects by LF							
Feet of Water Mains Installed (LF)	0	0	0	0	0	0	0
Sewer Lines Cleaned (LF)	0	0	0	0	0	0	4,197
Feet of Sewer Line T.V.'d (LF)	20	0	15	0	0	35	419
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	66

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2013 / August	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	August
Utility 24	8/1-8/3	8/4-8/10	8/11-8/17	8/18-8/24	8/25-8/31	TOTALS	2012
WWTP							
Rain Fall	0	0	1.6	0.8	3.5	5.9	7.0
Flow Total MG/D	5	11.158	12.981	12.517	16.538	57.796	70.795
Lb. of CL2 used	355	815	850	845	1045	3910	4,335
Lb. of SO2 used	184	475	553	494	621	2327	2,997
Plant Man Hours	34	84	76	76	84	354	385
Bio Solids Removed/Tons	0	42.42	4.4	0	0	46.82	0.000
Raw TSS Avg. mg/1						151.8	84.9
Raw BOD tes/Avg.						79.8	86.7
Raw Total Cu Avg.mg/l						0	0.0360
Raw NH3-3 Avg. mg/l						24.075	24.071
Effluent CBOD test/Avg.						2.7	2.0
Effluent TSS Avg. mg/1						3.7	2.7
Effluent NH-3N Avg.mg/L						0.103	0.138
Raw Total CU mg/L						0	0.0067
Route Wells & Lift Stations							
Distribution System-Total Surface Water MG/D	7.685	17.431	18.165	17.493	17.369	78.143	73.950
Total Well Water MGD	1.331	2.653	3.344	2.275	1.954	11.557	1.161
Lb. of CL2 used	63	160	182	133	123	661	311
Lb. of Ammonia Used	20	48	57	44	39	208	95
Total # of CL2 Residual Samples	33	77	77	77	77	341	341
Number of Water Bacteriology Samples	0	0	15	0	0	15	15

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2013 / August	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	August
Utility 24	8/1-8/3	8/4-8/10	8/11-8/17	8/18-8/24	8/25-8/31	TOTALS	2012
Collection System - Total							
Lift Station Pump Hours	265.9	638.7	628.7	664.8	685	2883.1	2922.1
Man Hours Wells Station	13.5	31.5	31.5	31.5	31.5	139.5	139.5
Safety Meetings	0	1	0	0	0	1	1
Dead ends Flushed	0	0	0	0	0	0	147
Fire Hydrants Mowed	20	25	26	12	0	83	0

CL2 = CHLORINE

MGD = MILLION GALLON DAY

SO2 = SULFUR DIOXIDE

BOD = BIOCHEMICAL OXYGEN DEMAND

CU = COPPER

NH-3N = AMMONIA