

LA MARQUE CITY COUNCIL
LA MARQUE CITY COUNCIL CHAMBERS
1109-B BAYOU ROAD
LA MARQUE, TEXAS 77568

AGENDA
REGULAR MEETING
February 28, 2011
6:00 P.M.

(1) ROLL CALL –

(2) INVOCATION –

(3) PLEDGE –

(4) APPROVAL OF MINUTES -

- a. Regular Meeting of November 8, 2010
- b. Special Meeting November 12, 2010
- c. Special Meeting January 3, 2011
- d. Special Meeting February 17, 2011

(5) REPORT FROM CITY MANAGER –

The following items and departments may be discussed; however no action will be taken:
Public Works, Judicial, Library, Police, Fire, Building Department, Fire Marshal,
Finance and the Economic Development Corporation

(6) SECOND READING OF ORDINANCES – (A Public Hearing Will Be Held)

- a. **Ordinance Number 1040** – An Ordinance of the City of La Marque, Texas, amending various sections of the Code of Ordinances, establishing rules and regulations in City Parks relating to City Park hours, glass containers, restrictions on the use of motor, off-road vehicles, all-terrain vehicles, dirt bikes, driving of vehicles on grass, speed limits and the use of firearms, and setting penalties for violations.

(7) NEW BUSINESS –

- a. Consider, Discuss and Approve Extending the La Marque Police Association Collective Bargaining Contract through September 30, 2011.
- b. Consider, Discuss and Approve Extending the Yearly Contract for Prosecutor Robert Barfield through March 31, 2012.
- c. Consider, Discuss and Approve Extending the Yearly Contract for Alternate Judge Carlton Getty through March 31, 2012.
- d. Consider and approve awarding LJA Engineering Project #E019-009D the Water Plant Replacement with the Concrete Ground Storage Tank to the low bidder Long & Son, Inc. of Houston, TX in the amount of \$1,115,000.00
- e. Consider, Discuss and Approve awarding LJA Engineering Project #E019-090E Construction Surface Water Take Point No. 2, Well & Generator Addition to the low bidder Alsay, Inc. of Houston, TX in the amount of \$914,600.00.
- f. Consider, Discuss and Approve awarding LJA Engineering Project #E019-090A the Construction of Fire Station Generator Replacement to the low bidder Crescent Electric of La Marque, TX in the amount of \$56,580.00
- g. Consider, Approve and Authorize the City Manager to enter into a contract agreement with LJA Engineering for engineering services in the amount of \$129,000 for the 2010 Street & Overlay Improvement Program
- h. Consider, Discuss and Approve an Agreement between the Galveston County Fire Fighter's Association and the La Marque Fire Department, Inc.
- i. Consider, Discuss and Approve rezoning for property described as ABST 2 SF Austin SUR TR 37 (37-2) 2.000 Acres; 3010 Gulf Frwy
- j. Consider, Discuss and Approve rezoning for the property described as ABST 150 JD Moore SUR PT of Lot 44 (44) Highland City; 600 Hwy 3.
- k. Consider, Discuss and Approve Resolution 1146 – A Resolution granting to Galveston County Landfill, TX, LP a permanent pipeline easement and an adjacent temporary construction easement through designated City of La Marque Right-of-Way described as Ave "A" south of State Highway FM 1764.

- l. Consider, Discuss and Approve Resolution 1147 - Gulf Coast Water Authority Refunding – City of La Marque
- m. Consider, Discuss and Approve Resolution 1148 – Gulf Coast Water Authority Refunding – Authorizing Amendment to Water Facilities Financing Agreement
- n. Consider, Discuss and Approve Resolution 1151 – Authorizing the Galveston County Mosquito Control District, Aerial Spraying for Mosquitoes that the Federal Aviation Administration Requires to Make on a Yearly Basis
- o. Consider, Discuss and Approve Recommendation of David Wight Construction Co., Inc., as the lowest qualified bidder – Backflow Preventer, Surface Water Take Point #1 in the amount of \$13,486.00
- p. Consider, Discuss and Approve Investment Report for Quarter Ending December 31, 2010.
- q. Consider, Discuss and Approve Budget Amendments for the fiscal year ending September 30, 2010
- r. Consider, Discuss and Approve Re-Plat of lots described as ABST 150 Page 4, Lots 3 & 4, Blk G, The Highlands; 1316 Lamar
- s. Consider, Discuss and Approve Re-Plat of lots described as ABST 2 SF Austin SUR #4, PT of Lot 43 (43-2) Mainland Homesteads MH 1970 14 x 80 BRN: 4911 FM 1765
- t. Consider, Discuss and Approve rezoning for property described as: ABST 150, Page 5E, PT of BLK 50 (500-1) Div K Cook & Stewart SUB MH 1970 Dixie 12 x 42 WHT: 2001 Oak from residential to (C-1) (General Commercial)
- u. Consider, Discuss and Approve rezoning the property described as a tract of land out of Lot 43 in Mainland Homesteads, a subdivision in Galveston County, Texas.
- v. Consider, Discuss and Approve waiving liability insurance at Mahan Park (center circle) for volleyball tournaments sponsored by Crush It Sports May 21, June 11 and June 25, 2011.

(8) CITIZENS' REQUEST FOR HEARING –

Comments from the Public: (At this time, any person with city related business who has signed up may speak to Council. 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.)

(9) ANNOUNCEMENTS, COMMENTS AND REQUESTS FROM COUNCIL –

(10) ADJOURNMENT –

CERTIFICATION:

I hereby certify that the above notice of meeting was **posted** on the bulletin board outside Council Chambers, 1109-B Bayou Road, La Marque, Texas before 5:00 p.m. on this the **24th** day of **February, 2011**.

Carolyn E. Anderson, City Clerk

CITY OF LA MARQUE INTER-DEPARTMENTAL COMMUNICATION

TO: Honorable Mayor Sam and City Council Members

FROM: Eric W. Gage, City Manager

DATE: February 22, 2011

**SUBJECT: Agenda Items for Regular Council Meeting of
February 28, 2011**

(1) ROLL CALL –

(2) INVOCATION –

(3) PLEDGE –

(4) APPROVAL OF MINUTES -

- a. Regular Meeting of November 8, 2010
- b. Special Meeting November 12, 2010
- c. Special Meeting January 3, 2011
- d. Special Meeting February 17, 2011

(5) REPORT FROM CITY MANAGER – (Pages 8 -78)

The following items and departments may be discussed; however no action will be taken:
Public Works, Judicial, Library, Police, Fire, Building Department, Fire Marshal,
Finance and the Economic Development Corporation

(8) SECOND READING OF ORDINANCES – (A Public Hearing Will Be Held) (Pages 79 - 81)

- a. **Ordinance Number 1040** – An Ordinance of the City of La Marque, Texas, amending various sections of the Code of Ordinances, establishing rules and regulations in City Parks relating to City Park hours, glass containers, restrictions on the use of motor, off-road vehicles, all-terrain vehicles, dirt bikes, driving of vehicles on grass, speed limits and the use of firearms, and setting penalties for violations.

(9) NEW BUSINESS – (Pages 82 - 324)

- a. Consider, Discuss and Approve Extending the La Marque Police Association Collective Bargaining Contract through September 30, 2011. **(Pages 82 - 148)**

This item is placed on the agenda for consideration to extend the existing Police Collective Bargaining Contract through September 30, 2011. This will allow for a full City Council to be in place to negotiate this summer for a new contract. Staff recommends approval.

- b. Consider, Discuss and Approve Extending the Yearly Contract for Prosecutor Robert Barfield through March 31, 2012. (Pages 149 - 152)

This item is placed on the agenda to renew Prosecutor Robert Barfield's contract for another year to March 31, 2012. Barfield has been a great asset to the legal department prosecuting cases. Staff recommends approval.

- c. Consider, Discuss and Approve Extending the Yearly Contract for Alternate Judge Carlton Getty through March 31, 2012. (Pages 153 - 157)

This item is placed on the agenda to renew Alternate Judge Carlton Getty's contract for another year to March 31, 2012. Getty, a former Mayor, Councilmember, Economic Development Board of Director and a current resident of La Marque brings experience and commitment to our City in the court room. Staff recommends approval.

- d. Consider and approve awarding LJA Engineering Project #E019-009D the Water Plant Replacement with the Concrete Ground Storage Tank to the low bidder Long & Son, Inc. of Houston, TX in the amount of \$1,115,000.00. (Pages 158 - 165)

LJA Engineering received bids for construction of the referenced project at 10:00 a.m., Wednesday, February 2, 2011 at the City of La Marque City Hall and subsequently read in public. Two alternatives (3a steel and 3b concrete) were bid for the ground storage tank construction. LJA Engineering recommends the 3b concrete tank over the 3a steel tank; a concrete constructed tank will be more economically maintained over the life of the tank. The cost of the concrete tank is within the allowed TDRA budget for construction. Staff recommends approval.

- e. Consider, Discuss and Approve awarding LJA Engineering Project #E019-090E Construction Surface Water Take Point No. 2, Well & Generator Addition to the low bidder Alsay, Inc. of Houston, TX in the amount of \$914,600.00. (Pages 166 - 174)

Bids for construction of the referenced project were received at 10:00 a.m., Wednesday, January 12, 2011, at the City of La Marque City Hall and subsequently read in public. Three (3) contracting firms submitted bids for the project. LJA Engineering recommends awarding the low bid from Alsay, Inc., of Houston, TX. The Well & Generator addition is within the TDRA budget for this project. Staff recommends approval.

- f. Consider, Discuss and Approve awarding LJA Engineering Project #E019-090A the Construction of Fire Station Generator Replacement to the low bidder Crescent Electric of La Marque, TX in the amount of \$56,580.00. (Pages 175 - 196)

Bids for construction of the referenced project were received at 1:30 p.m., Wednesday, January 5, 2011, at the City of La Marque City Hall and subsequently read in public. Two (2) contracting firms submitted bids for the project. LJA Engineering recommends awarding the low bid from Crescent Electric of La Marque, TX. The generator construction and replacement is within the TDRA budget for this project. Staff recommends approval.

- g. Consider, Approve and Authorize the City Manager to enter into a contract agreement with LJA Engineering for engineering services in the amount of \$129,000 for the 2010 Street & Overlay Improvement Program. (Pages 197 - 206)

The street improvement program has been split into three distinct parts to expedite the construction process. Simultaneous preparation of plans and specifications (preliminary and design engineering services), simultaneous bidding and simultaneous construction will result in a quicker construction completion and will reduce the overall costs associating with engineering fees and encourage more contractor participation through reduced construction for each project. Staff recommends approval.

- h. Consider, Discuss and Approve an Agreement between the Galveston County Fire Fighter's Association and the La Marque Fire Department. (Pages 207 - 215)

This item is placed on the agenda for consideration in which an agreement made between the Galveston County Fire Fighter's Association and the La Marque Fire Department. This agreement allows but not limited to the association to administer funds provided by Galveston County, administer capital improvement funds for firefighting, provide classroom training to the firefighters, distribute a \$10,000 cash donation to the department and provide necessary forms to comply with reporting requirements. Staff recommends approval.

- i. Consider, Discuss and Approve rezoning for property described as ABST 2 SF Austin SUR TR 37 (37-2) 2.000 Acres; 3010 Gulf Freeway. (Pages 216 - 220)

On November 11th, 2010, the Planning and Zoning Commission approved to rezone the property located at 3010 Gulf Freeway from Public to General Commercial. This allows the use of this land once owned by the National Guard as a business development in the future. Staff recommends approval.

- j. Consider, Discuss and Approve rezoning for the property described as ABST 150 JD Moore SUR PT of Lot 44 (44) Highland City; 600 Hwy 3. (Pages 221 - 225)

On November 11, 2010, the Planning and Zoning Commission approved the rezoning of the property located at 600 Highway 3 from light industrial to restricted commercial. This will enable the neighborhood to maintain its character which are the desires expressed by neighbors both in writing and present at the Planning and Zoning meeting. Included in this packet are the Minutes of the Planning and Zoning Commission meeting held on November 11th, 2010 and the map for 600 Highway 3. Staff recommends approval.

- k. Consider, Discuss and Approve Resolution 1146 – A Resolution granting to Galveston County Landfill, TX, LP a permanent pipeline easement and an adjacent temporary construction easement through designated City of La Marque Right-of-Way described as Ave "A" south of State Highway FM 1764. (Pages 226 - 229)

This item will grant an easement to the Galveston County Landfill, TX, LP for a permanent pipeline easement and an adjacent temporary construction easement through designated City of La Marque Right-of-Way described as Ave "A" south of State Highway FM 1764. Staff recommends approval.

- l. Consider, Discuss and Approve Resolution 1147 - Gulf Coast Water Authority Refunding – City of La Marque. (Pages 230 - 237)

The Gulf Coast Water Authority is considering refunding for debt service savings on all or a portion of its outstanding Gulf Coast Water Authority Water System Contract Revenue Bonds, Series 1998-D (the "Series 1998-D Bonds") and its outstanding Gulf Coast Water Authority Water System Contract Revenue Bonds, Series 1998A and 1998 B (collectively, the "South Project Bonds"). Staff recommends approval.

- m. Consider, Discuss and Approve Resolution 1148 – Gulf Coast Water Authority Refunding – Authorizing Amendment to Water Facilities Financing Agreement. (Pages 238 - 243)

In order to proceed, the GCWA will need the consent of the City of La Marque and authorization for the City to enter into continuing disclosure agreements and GCWA will need to make minor amendments to the existing Water Facilities Financing Agreement between the City and the GCWA to clarify that the refunding bonds are secured by payments under the contract. Staff recommends approval.

- n. Consider, Discuss and Approve Resolution 1151 – Authorizing the Galveston County Mosquito Control District, Aerial Spraying for Mosquitoes that the Federal Aviation Administration Requires to Make on a Yearly Basis. (Pages 244 - 244)

This request is being made in order to control the mosquito infestation that occurs throughout our area. This is required by the Federal Aviation Administration every year. Staff recommends approval.

- o. Consider, Discuss and Approve Recommendation of David Wight Construction Co., Inc., as the lowest qualified bidder – Backflow Preventer, Surface Water Take Point #1 in the amount of \$13,486.00. (Pages 245 - 249)

LJA Engineering & Surveying, Inc. recommends accepting the bid by David Wight Construction Co., Inc., as the lowest qualified bidder, meeting all specifications in the amount of \$13,486.00. There were three (3) bids received. LJA Engineering has reviewed their surety, references of previous projects and past work experience. Staff recommends approval.

- p. Consider, Discuss and Approve Investment Report for Quarter Ending December 31, 2010. (Pages 250 - 279)

Ms. Karen Cooper, Finance Director, will be in attendance to address any questions or concerns. Staff recommends approval.

- q. Consider, Discuss and Approve Budget Amendments for the fiscal year ending September 30, 2010. (Pages 280 - 287)

Ms. Karen Cooper, Finance Director, will be in attendance to address any questions or concerns. Staff recommends approval.

- r. Consider, Discuss and Approve Re-Plat of lots described as ABST 150 Page 4, Lots 3 & 4, Blk G, The Highlands; 1316 Lamar. (Pages 288 - 290)

The owner of this property plans to build a new garage on the lot next to his home. To do so in compliance with the 2003 International Residential Code, both the dwelling and the detached garage must be in the same residential lot. Staff recommends approval.

- s. Consider, Discuss and Approve Re-Plat of lots described as ABST 2 SF Austin SUR #4, PT of Lot 43 (43-2) Mainland Homesteads MH 1970 14 x 80 BRN: 4911 FM 1765. (Pages 291 - 293)

The Planning and Zoning Board has approved the re-plat of this property to allow a re-zone of one portion to enable an auto body shop to reopen at the location known as 4911 FM 1765. This will allow keeping the character of the neighborhood on FM 1765 as well as Lawndale while using the existing buildings in the area. Staff recommends approval.

- t. Consider, Discuss and Approve rezoning for property described as: ABST 150, Page 5E, PT of BLK 50 (500-1) Div K Cook & Stewart SUB MH 1970 Dixie 12 x 42 WHT: 2001 Oak from (R-1) residential to (C-1) (General Commercial). (Pages 294 - 296)

This property is to be rezoned to General Commercial to allow for a parking lot to be used by our local business Land and Sea encouraging the economic growth in our City of La Marque. Staff recommends approval.

- u. Consider, Discuss and Approve rezoning the property described as a tract of land out of Lot 43 in Mainland Homesteads, a subdivision in Galveston County, Texas. (Pages 297 - 304)

The Planning and Zoning Board evaluated the rezone of this property on two previous meetings and concluded that following the re-plat of this tract there are no objections from neighbors to

rezone and reopen the body shop garage to be located at 4911 FM 1765. Staff recommends approval.

- v. Consider, Discuss and Approve waiving liability insurance at Mahan Park (center circle) for volleyball tournaments sponsored by Crush It Sports May 21, June 11 and June 25, 2011.

The Parks Board is requesting that the City Council waive the liability insurance for this event. Mr. Sweat with Crush It Sports has agreed to sign a waiver of liability and will be in attendance to address the Council with any of their concerns or questions. Staff recommends approval.

(10) CITIZENS’ REQUEST FOR HEARING –

Comments from the Public: (At this time, any person with city related business who has signed up may speak to Council. 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.)

(11) ANNOUNCEMENTS, COMMENTS AND REQUESTS FROM COUNCIL –

(12) ADJOURNMENT –

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● 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- ●
● 9203, or Fax (409) 935-0401, or e-mail c.anderson@ci.la-marque.tx.us for further information. ●
●

LA MARQUE CITY COUNCIL
 LA MARQUE CITY COUNCIL CHAMBERS
 1109-B BAYOU ROAD
 LA MARQUE, TEXAS 77568
REGULAR MEETING
November 8, 2010
6:00 P.M.

The La Marque City Council met in a duly-called and announced Regular Meeting on November 8, 2010. Mayor Sam called the meeting to order at 6:00 p.m. The invocation was given by Rev. Franklin. The Mayor asked for all veterans to come forward to help lead the pledge to the U.S. Flag and Texas Flag.

457-2010 ROLL CALL –

Present: Mayor Geraldine Sam, Mayor Pro-Tem Keith Bell, Councilmember Connie Trube, City Attorney Ellis Ortego, City Manager Eric Gage and City Clerk Carolyn E. Anderson
 Absent: Councilmember Deanie Barrett and Councilmember Larry Mann

Department Directors: Police-Chief Randall Aragon, Buildings-Ana Tims, Finance-Karen Cooper, Public Works-Mike Morgan, City Marshal-Kathleen Van Stavern, Judicial-Lisa Snider, Fire-Chief Todd Zacherl

458-2010 APPROVAL OF MINUTES -

Regular Meeting of October 11, 2010

Mayor Pro-Tem Bell made a motion to approve the minutes. Councilmember Trube seconded. The motion passed unanimously.

Special Meeting of October 21, 2010

Mayor Pro-Tem Bell made a motion to approve the minutes. Councilmember Trube seconded. The motion passed unanimously.

459-2010 PRESENTATIONS -

Proclamation – National Hospice/Palliative Care Month – Ms. Perryman
 Mayor Sam read and presented the proclamation to Ms. Perryman, thanking her for the services that the Hospice Care program provides.

460-2010 REPORT FROM CITY MANAGER –

Mayor Pro-Tem Bell made a motion to approve the City Manager's Report dated October 7 through November 4, 2010 as distributed. Council Member Trube seconded the motion. A discussion followed. Mayor Pro-Tem Bell asked for clarification from Mr. Gage concerning the Civil Service Code in the re-hiring of two police officers. Mr. Gage responded that all Civil Service Code laws were adhered to.

Mayor Sam congratulated Ms. Margaret Little for attending the Yaga's Children's Ceremony and the award received. She also asked the City Manager for clarification concerning the Fire Marshal attending the Police Academy and his work hours. Mr. Gage clarified his working and classroom hours. The Mayor asked Ms. Cooper to address JPMorgan Chase credit card use and the return of the funds from the scrap metal. She also asked Mr. Ortego to clarify the current charges for his services. The Mayor requested a report outlining payments to Betty Lynn's office last year and this year and to whose budget these expenses were charged. Ms. Cooper also clarified other line items. Mr. Gage explained the November 13th county-wide day for citizens to drop-off of hazardous materials at Gulf Greyhound Park. Mayor Sam also requested that the department heads be present to address the Council's questions. Councilmember Trube stated that the department heads would accrue comp

time for their required attendance. The Mayor asked Chief Aragon if the new system would break down where the largest of crime is occurring in the City and what is being done to alleviate crime in those areas. Chief Aragon explained how the system would work. The Mayor asked Mr. Morgan to give an update on the street repairs. The Mayor called for a vote on the motion and it passed unanimously.

461-2010 FIRST READING OF ORDINANCES –

Ordinance Number 1040 – An Ordinance of the City of La Marque, Texas, amending various sections of the Code of Ordinances, establishing rules and regulations in City Parks relating to City Park hours, glass containers, restriction on the use of motor, off-road vehicles, all-terrain vehicles, dirt bikes, driving of vehicles on grass, speed limits and the use of firearms and setting penalties for violations.

Councilmember Trube made a motion to approve the first reading of Ordinance Number 1040. The motion was seconded by Mayor Pro-Tem Bell and the motion passed unanimously.

462-2010 NEW BUSINESS

Consider, Discuss and Approve Resolution 1141 for Community Development Block Grant for the 2011-2012 grant budget year

Mayor Pro-Tem Bell made a motion to approve the resolution, seconded by Councilmember Trube. The motion passed unanimously.

Consider, Discuss and Approve amending a fee schedule on Appendix A for building, electrical, plumbing, mechanical and miscellaneous fees.

This agenda item failed for lack of a motion.

Consider, Discuss and Approve 3rd Quarter Fiscal Year 2010 Ending 9/30 Quarterly Investment Report

A motion was made by Mayor Pro-Tem Bell, seconded by Councilmember Trube. The Mayor asked Ms. Karen Cooper to address her questions concerning the investments. There being no further discussion, the motion passed unanimously.

Consider, Discuss and Approve Fiscal Year 2008-2009 Independent Audit Report

A motion was made by Mayor Pro-Tem Bell, seconded by Councilmember Trube. Elizabeth Isles of Null-Lairson was present to answer questions as presented by Council. An overview and line-item discussion followed, addressing each item as presented by Council for clarification. The Mayor called for a vote and it passed unanimously.

Consider, Discuss and Approve Cancellation of Meeting of November 22, 2010

A motion was made by Councilmember Trube. The motion failed for lack of a second to the motion.

463-2010 CITIZEN'S REQUEST FOR HEARING –

Comments from the Public: (At this time, any person with city related business who has signed up may speak to Council. 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.)

Mr. Frank Jobe – 2704 Houston Dr. N. – La Marque

Addressed the Council over concerns of his utility bills. The Mayor asked Mr. Gage to look into this matter.

Mr. Jake Feigle – 2712 Houston Dr. – La Marque

Mr. Feigle gave an overview, recounting his history leading up to the election and spoke of his beliefs and concerns in relation to the Special Recall Election of November 2, 2010.

Mr. David Pennington – 924 Cypress – La Marque

Mr. Pennington extended an invitation to the Veterans' Ceremony and program at 11:00 a.m., Nov. 11th at the La Marque Cemetery.

Mr. Don Harvey – 410 22nd Ave. N., Texas City

Owns property in La Marque and concerned about the excessive garbage charges on his water bill. Mayor Pro-Tem Bell and the Mayor asked Mr. Gage or a representative to look in to Mr. Harvey's concerns.

464-2010 AOUNCEMENTS, COMMENTS AND REQUESTS FROM COUNCIL –

Councilmember Trube thanked the voters who voted to keep her in office. She addressed her beliefs concerning the loss of Councilmember Barrett and Councilmember Mann. She thanked everyone for coming to the meeting. She vowed to remain transparent. Mayor Pro-Tem Bell commended the Veterans and those who are currently serving. He shared his beliefs about the election and stated that it is a sad day for the City of La Marque. He thanked Councilmember Barrett and Councilmember Mann for their service to the City. He encouraged everyone to come together and be productive to provide a good quality of life the La Marque's citizens. Mayor Sam expressed a need to move the City forward. She thanked Council Members Barrett and Mann for their service on the Council. She encouraged everyone to bring the City together and move forward. She thanked everyone for coming out and asked everyone to continue praying for the City. She thanked the Veterans who have served their country.

465-2010 ADJOURNMENT –

Councilmember Trube made a motion to adjourn the meeting, seconded by Mayor Pro-Tem Bell.

Geraldine Sam, Mayor

ATTEST:

Carolyn E. Anderson, City Clerk

**SPECIAL MEETING
LA MARQUE CITY COUNCIL
NOVEMBER 12, 2010**

The La Marque City Council met in a duly-called and announced Special Meeting on November 12, 2010. Mayor Sam called the meeting to order at 10:00 a.m.

ROLLCALL-

Present: Mayor Geraldine Sam, Mayor Pro-Tem Keith Bell, Councilmember Connie Trube, and City Clerk Carolyn E. Anderson

466-2010 NEW BUSINESS

Consider, Discuss and Approve Resolution Number 1142 – Declaring the Results of the 2010 City Council Special Recall Election held in and for the City of La Marque, Texas on November 2, 2010, The Canvass of the Votes Pursuant to the Texas Election Code.

Mayor Sam called for a motion. Mayor Pro-Tem Bell made a motion to consider and discuss Resolution 1142. Mayor Sam seconded the motion. A discussion followed concerning the wording on the resolution versus the agenda. Mayor Sam asked that the last sentence of the resolution be removed referring to the Texas Constitution because it had not been posted as to the agenda. Councilmember Trube stated that she did not agree. After further discussion, Mayor Sam recommended dealing with the last sentence of the resolution at the next meeting. Councilmember Trube made a point of clarification that the motion was to consider and discuss. Mayor Pro-Tem Bell acknowledged the points of Councilmember Trube and Mayor Sam. Mayor Pro-Tem Bell made a motion to approve Resolution 1142 with the removal of the last sentence stating "and the City Council shall hereby proceed in filling such vacancies in accordance with the Texas Constitution." The Mayor seconded the motion. Mayor Pro-Tem Bell asked for discussion. After further discussion, the Mayor called for the vote. The motion passed as amended with Mayor Sam and Mayor Pro-Tem Bell voting for and Councilmember Trube voting against.

467-2010 AJOURNMENT

Mayor Pro-Tem Bell made a motion to adjourn the meeting and the meeting was adjourned at 10:20 p.m.

Geraldine Sam, Mayor

ATTEST:

Carolyn E. Anderson, City Clerk

**SPECIAL MEETING
LA MARQUE CITY COUNCIL**

The La Marque City Council met in a duly called and announced Special Meeting on January 3, 2011. Mayor Geraldine Sam called the meeting to order at 5:00 p.m.

ROLLCALL-

Present: Mayor Geraldine Sam, Mayor Pro-Tem Keith Bell, Councilmember Connie Trube, City Manager Eric Gage, and City Clerk Carolyn E. Anderson

Department Directors: Public Works – Mike Morgan

001-2011 NEW BUSINESS

Consider, Discuss and Approve Resolution 1145 – A Resolution denying TNMP's Rate Increases.

Councilmember Trube made a motion to approve Resolution 1145. The motion was seconded by Mayor Pro-Tem Keith Bell. Mayor Pro-Tem Bell asked Ms. Anderson for clarification in reference to any correspondence from the TNMP attorneys. There being no further discussion, the motion passed unanimously.

002-2011 Consider, Discuss, and Approve Emergency Repair to 24" Force Main at the Waste Water Treatment Plant

Mayor Pro-Tem Bell made a motion, seconded by Councilmember Trube, to approve the repairs to the 24" Force Main. The Mayor asked that Public Works Director Mike Morgan update the City Council with the current condition of the 24" Force Main. Mayor Pro-Tem Bell asked Mr. Morgan for further clarification. There being no further discussion, the Mayor, at Mayor Pro-Tem Bell's request, asked that the original motion and the second be withdrawn in order to state the exact monetary amount in the motion. Councilmember Trube and Mayor Pro-Tem Bell withdrew their original motions. Mayor Pro-Tem Bell made a motion that Council approve emergency repairs to the 24" Force Main at the Waste Water Treatment Plant, not to exceed \$57,000, and permission to use \$43,000 from the 2005 Capital Bond Fund. Councilmember Trube seconded the motion and the motion passed unanimously.

The Mayor extended condolences to Mr. Gage and his family and congratulated Mr. Wayne Jenkins for helping the citizen out of their car after an accident. Councilmember Trube extended her condolences to Mr. Gage on his loss. Mayor Pro-Tem Bell also shared his family's condolences to Mayor Sam and to Mr. Gage.

003-2011 AJOURNMENT

There being no further business to come before the Council, the Mayor adjourned the meeting.

Geraldine Sam, Mayor

ATTEST:

Carolyn E. Anderson, City Clerk

**SPECIAL MEETING
LA MARQUE CITY COUNCIL**

The La Marque City Council met in a duly called and announced Special Meeting on February 17, 2011. Mayor Geraldine Sam called the meeting to order at 5:00 p.m.

ROLLCALL-

Present: Mayor Geraldine Sam, Mayor Pro-Tem Keith Bell, Council Member Connie Trube, City Attorney Ellis Ortego, Finance Director Karen Cooper and City Clerk Carolyn E. Anderson

Department Directors: Chief of Police Randall Aragon, Fire Marshal Efrem Burns, Public Works Director Mike Morgan

004-2011 NEW BUSINESS

Consider, Discuss and Approve Resolution 1149 – A Resolution of the City of La Marque, Texas, establishing the procedure for the May 14, 2011 Special Recall Election and providing for related matters.

Mayor Pro-Tem Bell made a motion to approve Resolution 1149. The motion was seconded by Council Member Trube. The motion passed unanimously.

005-2011 Consider, Discuss and Approve Resolution 1150 – A Resolution of the City of La Marque, Texas, establishing the procedure for the May 14, 2011 General Election and providing for related matters.

Mayor Pro-Tem Bell made a motion to approve Resolution 1150. The motion was seconded by Council Member Trube. The motion passed unanimously.

006-2011 Consider, Discuss and Approve a Joint Election Agreement between La Marque School District and College of the Mainland.

Mayor Pro-Tem Bell made a motion to approve the Joint Election Agreement. The motion was seconded by Council Member Trube. The motion passed unanimously.

007-2011 Consider, Discuss and Approve Contract for Election Services with the County of Galveston.

Mayor Pro-Tem Bell made a motion to approve the Contract for Election Services with the County of Galveston. The motion was seconded by Council Member Trube. After a brief discussion, the Mayor called for a vote and the motion passed unanimously.

008-2011 Consider, Discuss and Approve Notice and Order Calling for the General and Special Recall Election of May 14, 2011

Mayor Pro-Tem Bell made a motion to approve the Notice and Order Calling for the General and Special Election. The motion was seconded by Council Member Trube. Mayor Pro-Tem Bell asked Ms. Anderson for a few clarifications concerning the costs associated with the contract. There being no further discussion, the motion passed unanimously.

AJOURNMENT

There being no further business to come before the Council, the Mayor adjourned the meeting at 5:05 p.m.

Geraldine Sam, Mayor

ATTEST:

Carolyn E. Anderson, City Clerk

CITY OF LA MARQUE INTER-DEPARTMENTAL COMMUNICATION

TO: The Honorable Mayor and City Council Members

FROM: Eric W. Gage, City Manager

DATE: February 28, 2011

SUBJECT: City Manager's Report; February 1, 2011 – February 22, 2011

Please see individual departmental reports attached:

Out Of Office:

Captain Shaffer and I will be traveling to Wisconsin February 23-25 to look at new fire trucks. With our current lead truck at over 10-years of age; we will need to plan to purchase a new Engine 1 so that we will continue receiving favorable ISO ratings. I am crafting a plan to bring to the City Council to make this happen this year. This trip is paid for by Pierce, the manufacture of fire trucks.

Police:

Chief Aragon has put together a nice Annual Report which is in your box. I am proud to say that we have seen an overall crime reduction of nearly 30% within the last year in violent crime. In addition, we are fully staffed in the department. A special thanks to this department for their true leadership and commitment to helping reduce the crime in the City of La Marque.

Fire:

I am very happy to report that the last grievance under the fire department in regards to background checks has been settled. We will continue with doing background checks on all employees.

The fire department has been working graciously under Interim-Chief Damrell. I am proud to report that we are moving in a positive direction that will create a more pleasant work environment for all.

Members of the fire department recently visited Westlawn Elementary giving the children an opportunity to see and get in the emergency vehicles. All of the students were given the opportunity to learn about emergency services. You will begin seeing more community outreach initiatives coming from the fire department.

We have ordered a new 2011 ambulance that we should take delivery within 90-120 days. The ambulance came considerably under budget at \$117,500. The 2010-11 Budget was \$125,000. Thank you to Captain Jason Shaffer for working hard to get this ambulance at an acceptable price.

Finance:

We have very important housekeeping items on the agenda that need attention so we can move forward on grants, bonds and audit. If you have questions, please let me know.

Public Works/Streets:

I want to thank the Public Works/Street Department for all their hard work and dedication through the recent ice storms. They are true professionals when coming in on icy days to ensure our streets were sanded and safe to travel.

Staff is working with LJA Engineering to start the rehab of the roads throughout the City. There is an item on the agenda that pertains to this action so that we can move forward.

Personnel:

Open Positions:

Chief of Fire
Director of Library
Fire Fighter/Paramedic – 2 positions
Human Resource Manager


Eric W. Gage,
City Manager

PUBLIC WORKS DEPARTMENT

February 21, 2011

Public Works Director

Sewer Rehabilitation Project located within Cedar/Hwy 3/ FM 1765 –

The Change Order has been finalized and sent to LJA Engineering, David Baker & TDRA Grant Administrators. The City should receive a letter of authorization to move forward within the next couple of weeks.

Cedar Road Project – Angel Brothers has submitted Pay estimate # 10 in the amount of \$113,967.10. This payment represents 100 % of the roadway reconstruction and underground utilities. With this payment, and the 5% retainage being held for payment the total contract is at approximately \$45,227 over budget. In addition, we have received a written Change Order in the amount of \$10,200 to relocate the electrical meter and to add conduit under Bayou Road for the electrical supply as requested by TNMP. TNMP would not transfer the old electrical power over to the new electrical equipment at the original design location. This Change Order would correct this problem and to allow power to be restored to the new traffic signals. I have provided an attachment showing the under/over runs for the total project.

FM 1764 Sewer Extensions – Area I along the south side of FM 1764 starting at Avenue A and traveling west to Avenue B and Area II along FM 1764 southeast of Autry Road are 100% complete. On February 24th, City Staff and Matula & Matula Construction, Inc. are scheduled to do a final walk through of the project.

A & A Machine Shop – Staff has scheduled a meeting with the Construction contractor to go over water service taps and the re-grading of the City ditch along Jefferson to Westward.

Emergency Force Main Repairs –Paragon Field Services installed the new force main on Feb. 22nd; project is 100% complete, everything went according to schedule with a 4 hour turnaround and the sewer flow was re-established to the treatment plant by noon. Upon further investigation of the older pipe, the corroded areas were in extreme failure.

Assistant Public Works Director

La Marque Parks Board – Feb. 17, 2011 meeting – Parks Board was presented with a proposal by Mr. Matthew Sweat to allow his organization “Crush It! Sports” to hold a volleyball tournament at Mahan Park. Proposed schedule dates are May 21st, June 11th and June 25th. Parks Board heard request from Clean City Commission to landscape front area outside of City Hall. Staff presented bids for five new picnic shelters at Highland Bayou Park.

Continue with up-dating water and sewer maps; also, drafted map indicating the hazardous material routes within the City limits.

Clean City Commission – approved layout and purchase for new “Yard of the Month” signs; signs will be completed by the end of February.

Investigated Northern City limits boundary located within and adjacent to the Alexander Farmer survey and W.K. Wilson survey

Street / Parks Department

Driveway Repair: 1505 Colorado, 1309 Rhodora, 205 Plum, 2733 Magnolia, 2905 & 2906 & 2909 Fannin, 2918 Virginia, 328 Westward, 3117 & 3020 Taylor, 1413 & 2712 Houston Dr. West and 1808 Thompson.

Repaired gravel road at Highland Bayou Park

Utility Patches: Lake @ Cedar, Bowie @ Cedar and Lamar @ Cedar

Patched Pot Holes: First, Oak, Ave. A, Ave. B, Ross, Holly, Howell, Cedar, Grafton, Aurty Dr., MLK, Fleming, Lawndale, Oaklawn, Meadow Lane, Houston Dr. South and Eriksson.

Trimmed trees on Veronica and Steveroy

Re-graded 197 feet of ditch on Duroux

Culverts set: 88ft of 18" culverts on Duroux & 4ft of 15: culverts on Cora

Replaced and Repaired ID Signs: Maple @ Grafton, Wisteria @ Cedar, 4th @ Pear, 5th @ Cherry, Howell @ Holly, 4th @ MLK, Boss @ Lake

Replaced School Sign on Taylor and replaced pole at Raymond @ Rosedale

Utility 22

Sewer Stops – 47

Water Leaks – 19

Dress-Ups – 8

Water Taps – 5

Sewer Taps – 2

Sewer Repairs – 1

ESTIMATE NO: 10

FOR PERIOD: ending 12/31/10



CEDAR DRIVE IMPROVEMENTS IH-45 TO SH 3

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SECTION I - WATER ITEMS												
1	2" W.L. PVC SCH 40, ALL DEPTHS OPEN CUT	745.00	LF	\$16.75	\$12,478.75		\$0.00	429	\$7,185.75	429	\$7,185.75	57.58%
2	4" W.L. PVC C900 DR 18, ALL DEPTHS OPEN CUT	82.00	LF	\$28.30	\$2,320.60		\$0.00	44	\$1,245.20	44	\$1,245.20	53.66%
3	6" W.L. PVC C900 DR 18, ALL DEPTHS OPEN CUT	405.00	LF	\$34.40	\$13,932.00		\$0.00	490	\$16,856.00	490	\$16,856.00	120.99%
4	8" W.L. PVC C900 DR 18, ALL DEPTHS OPEN CUT	187.00	LF	\$57.50	\$10,752.50		\$0.00	242	\$13,915.00	242	\$13,915.00	129.41%
5	10" W.L. PVC C900 DR 18, ALL DEPTHS OPEN CUT	125.00	LF	\$54.50	\$6,812.50		\$0.00	97	\$5,286.50	97	\$5,286.50	77.60%
6	12" W.L. PVC C900 DR 18, ALL DEPTHS OPEN CUT	8,240.00	LF	\$32.70	\$269,448.00		\$0.00	8607	\$281,448.90	8607	\$281,448.90	104.45%
7	12" W.L. PVC C900 DR 18 AUGERED CONSTRUCTION	290.00	LF	\$110.00	\$31,900.00		\$0.00	150	\$16,500.00	150	\$16,500.00	51.72%
8	TRENCH SAFETY SYSTEM (WATER)	150.00	LF	\$1.00	\$150.00		\$0.00		\$0.00	0	\$0.00	0.00%
9	2" GATE VALVE	8.00	EA	\$350.00	\$2,800.00		\$0.00	12	\$4,200.00	12	\$4,200.00	150.00%
10	4" GATE VALVE	2.00	EA	\$550.00	\$1,100.00		\$0.00	2	\$1,100.00	2	\$1,100.00	100.00%
11	6" GATE VALVE	7.00	EA	\$700.00	\$4,900.00		\$0.00	7	\$4,900.00	7	\$4,900.00	100.00%
12	8" GATE VALVE	4.00	EA	\$950.00	\$3,800.00		\$0.00	6	\$5,700.00	6	\$5,700.00	150.00%
13	10" GATE VALVE	2.00	EA	\$1,350.00	\$2,700.00		\$0.00	2	\$2,700.00	2	\$2,700.00	100.00%
14	12" GATE VALVE	27.00	EA	\$1,650.00	\$44,550.00		\$0.00	26	\$42,900.00	26	\$42,900.00	96.30%
15	2" WET CONNECTION	11.00	EA	\$175.00	\$1,925.00		\$0.00	13	\$2,275.00	13	\$2,275.00	118.18%
16	4" WET CONNECTION	1.00	EA	\$260.00	\$260.00		\$0.00	2	\$520.00	2	\$520.00	200.00%
17	6" WET CONNECTION	9.00	EA	\$375.00	\$3,375.00		\$0.00	7	\$2,625.00	7	\$2,625.00	77.78%
18	8" WET CONNECTION	4.00	EA	\$450.00	\$1,800.00		\$0.00	5	\$2,250.00	5	\$2,250.00	125.00%
19	10" WET CONNECTION	3.00	EA	\$550.00	\$1,650.00		\$0.00	2	\$1,100.00	2	\$1,100.00	66.67%
20	12" WET CONNECTION	1.00	EA	\$600.00	\$600.00		\$0.00	1	\$600.00	1	\$600.00	100.00%
21	12"X12" TS & V	3.00	EA	\$5,850.00	\$17,550.00		\$0.00	1	\$5,850.00	1	\$5,850.00	33.33%
22	FIRE HYDRANT ASSEMBLY	20	EA	\$3,000.00	\$60,000.00		\$0.00	21	\$63,000.00	21	\$63,000.00	105.00%
23	EXTRA DEPTH BURY FOR FIRE HYDRANT	5	VF	\$100.00	\$500.00		\$0.00	16.5	\$1,650.00	16.5	\$1,650.00	330.00%
24	SHORT SIDE SERV RECONNECT	52	EA	\$275.00	\$14,300.00		\$0.00	65	\$17,875.00	65	\$17,875.00	125.00%
25	LONG SIDE SERV RECONNECT	52	EA	\$570.00	\$29,640.00		\$0.00	51	\$29,070.00	51	\$29,070.00	98.08%

ESTIMATE NO: 10

FOR PERIOD: ending 12/31/10



CEDAR DRIVE IMPROVEMENTS IH-45 TO SH 3

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SECTION II - SANITARY SEWER ITEMS												
26	CLEANING SAN SWR	4,640	LF	\$1.60	\$7,424.00		\$0.00	8523	\$13,636.80	8523	\$13,636.80	183.69%
27	TV INSPECTION OF SAN SWR	4,640	LF	\$1.30	\$6,032.00		\$0.00	8523	\$11,079.90	8523	\$11,079.90	183.69%
28	RESET-UP OF TV INSPECTION OF SAN SWR	3	EA	\$530.00	\$1,590.00		\$0.00		\$0.00	0	\$0.00	0.00%
29	OBSTRUCTION REMOVAL BY REMOTE DEVICE	3	EA	\$265.00	\$795.00		\$0.00		\$0.00	0	\$0.00	0.00%
30	OBSTRUCTION REM BY EXCAVATION	3	EA	\$370.00	\$1,110.00		\$0.00	2	\$740.00	2	\$740.00	66.67%
31	6" SEWER PIPE BURSTING INSTALL 8.625" OD (SDR 19)	520	LF	\$29.60	\$15,392.00		\$0.00	840	\$24,864.00	840	\$24,864.00	161.54%
32	8" SWR PIPE BURSTING INSTALL 8.625" OD (SDR 19)	220	LF	\$29.60	\$6,512.00		\$0.00	105	\$3,108.00	105	\$3,108.00	47.73%
33	10" SWR PIPE BURSTING INSTALL 10.75" OD (SDR 19)	3,855	LF	\$31.20	\$120,276.00		\$0.00	3867	\$120,650.40	3867	\$120,650.40	100.31%
34	12" SWR PIPE BURSTING INSTALL 12.75" OD (SDR 19)	45	LF	\$42.30	\$1,903.50		\$0.00		\$0.00	0	\$0.00	0.00%
35	10" SWR POINT REPAIR 5-10' DEPTH 8' LENGTH	3	EA	\$1,700.00	\$5,100.00		\$0.00		\$0.00	0	\$0.00	0.00%
36	SAG REPAIR ALL SIZES ALL DEPTHS UP TO 10'	150	LF	\$40.00	\$6,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
37	SERV REPLACEMENT BY PIPE BURSTING (4" OR 6")	68	EA	\$450.00	\$30,600.00		\$0.00	75	\$33,750.00	75	\$33,750.00	110.29%
38	TRENCH SAFETY SYSTEM (WASTEWATER)	100	LF	\$3.00	\$300.00		\$0.00		\$0.00	0	\$0.00	0.00%
39	MH RECONST, CEMENTITIOUS SYSTEM	145	VF	\$90.00	\$13,050.00		\$0.00	62.13	\$5,591.70	62.13	\$5,591.70	42.85%
40	SAN SWR MH ON EXISTING SAN SWR	19	EA	\$1,700.00	\$32,300.00		\$0.00	19	\$32,300.00	19	\$32,300.00	100.00%
41	8" PVC GRAVITY SWR (SDR 26) ALL DEPTHS	70	LF	\$58.00	\$4,060.00		\$0.00	215	\$12,470.00	215	\$12,470.00	307.14%
42	ADJUST EXISTING SAN SWR MH	18	EA	\$265.00	\$4,770.00		\$0.00	24	\$6,360.00	24	\$6,360.00	133.33%

ESTIMATE NO: 10

FOR PERIOD: ending 12/31/10



CEDAR DRIVE IMPROVEMENTS IH-45 TO SH 3

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SECTION III - PAVING ITEMS												
43	CEMENT STAB SUBGRADE (ROADWAY) 5% CEMENT (30LB/SY)	38,195	SY	\$1.60	\$61,112.00		\$0.00	38867.33	\$62,187.73	38867.33	\$62,187.73	101.76%
44	CEMENT FOR SUBGRADE (MATERIAL)	573	TON	\$104.00	\$59,592.00		\$0.00	583.01	\$60,633.04	583.01	\$60,633.04	101.75%
45	LIME STAB SUBGRADE (DRWY) 5% LIME (25LBS/SY)	6,510	SY	\$2.85	\$18,553.50	188.95	\$538.51	6963.53	\$19,846.06	7152.48	\$20,384.57	109.87%
46	LIME FOR SUBGRADE (MATERIAL)	81	TON	\$144.00	\$11,664.00		\$0.00	83.26	\$11,989.44	83.26	\$11,989.44	102.79%
47	8" REINF CONCRETE PAVEMENT (ROADWAY)	35,940	SY	\$30.50	\$1,096,170.00		\$0.00	36465.78	\$1,112,206.29	36465.78	\$1,112,206.29	101.46%
48	6" REINF CONCRETE PAVEMENT (DRIVEWAY)	6,145	SY	\$42.50	\$261,162.50	188.95	\$8,030.38	7060.82	\$300,084.85	7249.77	\$308,115.23	117.98%
49	6" CONCRETE CURB	5,955	LF	\$2.00	\$11,910.00	2426	\$4,852.00	5489.5	\$10,979.00	7915.5	\$15,831.00	132.92%
50	2" HMHL SURFACE (PAVEMENT TRANSITIONS)	45	TON	\$150.00	\$6,750.00	47.92	\$7,188.00	64.62	\$9,693.00	112.54	\$16,881.00	250.09%
51	8" BLACK BASE (PAVEMENT TRANSITIONS)	180	TON	\$73.50	\$13,230.00	127.91	\$9,401.39	183.91	\$13,517.39	311.82	\$22,918.77	173.23%
52	WHEELCHAIR RAMPS W/TRUNCATED DOMES	177	SY	\$98.50	\$17,434.50		\$0.00	206.77	\$20,366.85	206.77	\$20,366.85	116.82%
53	4-1/2" THICK CONCRETE SIDEWALK	4,520	SY	\$32.15	\$145,318.00	137.64	\$4,425.13	4128	\$132,715.20	4265.64	\$137,140.33	94.37%
SECTION IV - DRAINAGE ITEMS												
54	18" RCP	475	LF	\$35.00	\$16,625.00		\$0.00	64	\$2,240.00	64	\$2,240.00	13.47%
55	ADJUST EXISTING STM SWR MH	1	EA	\$200.00	\$200.00		\$0.00	5	\$1,000.00	5	\$1,000.00	500.00%
56	EXCAVATION OF ROADSIDE DITCHED AS REQUIRED	216	CY	\$21.50	\$4,644.00		\$0.00	216	\$4,644.00	216	\$4,644.00	100.00%
57	FILL OF ROADSIDE DITCHED	730	CY	\$12.00	\$8,760.00		\$0.00	730	\$8,760.00	730	\$8,760.00	100.00%
58	RECONST EXISTING CURB INLET	13	EA	\$950.00	\$12,350.00	3	\$2,850.00	9	\$8,550.00	12	\$11,400.00	92.31%
59	CURB OPENING & CONCRETE APRON TO EXIST GRATE INLET	2	EA	\$800.00	\$1,600.00	1	\$800.00	1	\$800.00	2	\$1,600.00	100.00%
60	REPLACE EXISTING GRATE INLET W/ CURB INLET	1	EA	\$1,300.00	\$1,300.00		\$0.00	1	\$1,300.00	1	\$1,300.00	100.00%

ESTIMATE NO: 10

FOR PERIOD: ending 12/31/10



CEDAR DRIVE IMPROVEMENTS IH-45 TO SH 3

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SECTION V - SIGNALIZATION CEDAR DRIVE AT BAYOU												
61	TRAFFIC SIGNAL SYSTEM	1	EA	\$18,500.00	\$18,500.00	0.5	\$9,250.00	0.5	\$9,250.00	1	\$18,500.00	100.00%
62	CONDUIT PVC SCH 80 2"	10	LF	\$53.00	\$530.00		\$0.00	10	\$530.00	10	\$530.00	100.00%
63	ELECTRICAL CONDUCTOR #4 BARE	10	LF	\$2.15	\$21.50		\$0.00	10	\$21.50	10	\$21.50	100.00%
64	ELECTRICAL CONDUCTOR #4 INSULATED	30	LF	\$2.65	\$79.50		\$0.00	30	\$79.50	30	\$79.50	100.00%
65	GROUND BOX TY D 162922 W/APRON	1	EA	\$635.00	\$635.00		\$0.00		\$0.00	0	\$0.00	0.00%
66	ZINC-COATED STL WIRE STRAND 5/16"	900	LF	\$2.15	\$1,935.00		\$0.00	900	\$1,935.00	900	\$1,935.00	100.00%
67	TIMBER POLE CL.2 40'	4	EA	\$530.00	\$2,120.00		\$0.00	4	\$2,120.00	4	\$2,120.00	100.00%
68	ELC SRV TY D 120/240 125 NS SS T TP O	1	EA	\$1,900.00	\$1,900.00		\$0.00	1	\$1,900.00	1	\$1,900.00	100.00%
69	ALUMINUM SIGNS TY A	44	SF	\$19.00	\$836.00		\$0.00		\$0.00	0	\$0.00	0.00%
70	LEFT TURN LANE YEILD ON GREEN O 24"x30" R10-12	4	EA	\$132.00	\$528.00		\$0.00	4	\$528.00	4	\$528.00	100.00%
71	CEDAR DR 14"x48"	2	EA	\$380.00	\$760.00		\$0.00	2	\$760.00	2	\$760.00	100.00%
72	BAYOU RD 18"x48"	2	EA	\$380.00	\$760.00		\$0.00	2	\$760.00	2	\$760.00	100.00%
73	BACK PLATE 12" 3SEC	8	EA	\$63.50	\$508.00		\$0.00	8	\$508.00	8	\$508.00	100.00%
74	PED SIG SEC 12" LED 2 INDICATIONS COUNTDOWN	6	EA	\$530.00	\$3,180.00		\$0.00	6	\$3,180.00	6	\$3,180.00	100.00%
75	VEH SIG SEC 12" LED GRN	8	EA	\$210.00	\$1,680.00		\$0.00	8	\$1,680.00	8	\$1,680.00	100.00%
76	VEH SIG SEC 12" LED YEL	8	EA	\$210.00	\$1,680.00		\$0.00	8	\$1,680.00	8	\$1,680.00	100.00%
77	VEH SIG SEC 12" LED RED	8	EA	\$210.00	\$1,680.00		\$0.00	8	\$1,680.00	8	\$1,680.00	100.00%
78	TRAFFIC SIGNAL CABLE TY A 2 CONDR 12AWG	455	LF	\$1.05	\$477.75		\$0.00	455	\$477.75	455	\$477.75	100.00%
79	TRAFFIC SIGNAL CABLE TY A 4 CONDR 12AWG	455	LF	\$1.75	\$796.25		\$0.00	455	\$796.25	455	\$796.25	100.00%
80	TRAFFIC SIGNAL CABLE TY A 7 CONDR 12AWG	380	LF	\$2.00	\$760.00		\$0.00	380	\$760.00	380	\$760.00	100.00%
81	PED DETECT 2 IN PUSH BUTTON	6	EA	\$140.00	\$840.00		\$0.00	6	\$840.00	6	\$840.00	100.00%
82	UPS BATTERY BACKUP 5KVA W/ CABINET	1	EA	\$5,800.00	\$5,800.00		\$0.00	1	\$5,800.00	1	\$5,800.00	100.00%
83	REM TRAFFIC SIGNALS	1	EA	\$1,100.00	\$1,100.00		\$0.00		\$0.00	0	\$0.00	0.00%
84	VIVDS PROCESSOR SYSTEM (ITERIS CAMERA SYSTEM)	1	EA	\$6,000.00	\$6,000.00	1	\$6,000.00		\$0.00	1	\$6,000.00	100.00%
85	VIVDS CAMERA ASSEMBLY (ITERIS CAMERA SYSTEM)	4	EA	\$1,600.00	\$6,400.00		\$0.00	4	\$6,400.00	4	\$6,400.00	100.00%
86	VIVDS SET-UP SYSTEM (ITERIS CAMERA SYSTEM)	1	EA	\$530.00	\$530.00		\$0.00		\$0.00	0	\$0.00	0.00%
87	VIVDS COMM COAX CABLE	360	LF	\$3.15	\$1,134.00		\$0.00	360	\$1,134.00	360	\$1,134.00	100.00%
88	TRAFFIC CONTROL FOR TRAFFIC SIGNAL INSTALLATION	2	MO	\$1,050.00	\$2,100.00		\$0.00	1	\$1,050.00	1	\$1,050.00	50.00%

ESTIMATE NO: 10

FOR PERIOD: ending 12/31/10



CEDAR DRIVE IMPROVEMENTS IH-45 TO SH 3

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SECTION VI - SIGNAGE AND PAVEMENT MARKING												
89	TRAFFIC STRIPING 4" SOLID YELLOW PAINT STRIPE	13,410	LF	\$0.40	\$5,364.00	6293	\$2,517.20	8755	\$3,502.00	15048	\$6,019.20	112.21%
90	TRAFFIC STRIPING 4" SOLID WHITE PAINT STRIPE	7,960	LF	\$0.40	\$3,184.00	407	\$162.80	8305	\$3,322.00	8712	\$3,484.80	109.45%
91	TRAFFIC STRIPING 4' DASHED WHITE PAINT STRIPE	2,490	LF	\$0.40	\$996.00	2485	\$994.00	60.5	\$24.20	2545.5	\$1,018.20	102.23%
92	TRAFFIC STRIPING 12" SOLID WHITE PAINT STRIPE	2,020	LF	\$1.05	\$2,121.00	1834	\$1,925.70		\$0.00	1834	\$1,925.70	90.79%
93	TRAFFIC STRIPING 24" SOLID YELLOW PAINT STRIPE	48	LF	\$4.75	\$228.00		\$0.00		\$0.00	0	\$0.00	0.00%
94	TRAFFIC STRIPING 24" SOLID WHITE PAINT STRIPE	260	LF	\$4.75	\$1,235.00	457	\$2,170.75		\$0.00	457	\$2,170.75	175.77%
95	4" 2-WAY W TYPE II C-R REFL RAISED PVMT MARKERS	156	EA	\$4.25	\$663.00	162	\$688.50		\$0.00	162	\$688.50	103.85%
96	4" 2-WAY AMBER TYPE II A-A REFL RAISED PVMT MARKERS	360	EA	\$4.25	\$1,530.00	418	\$1,776.50		\$0.00	418	\$1,776.50	116.11%
97	ALUMINUM SIGN TYPE A SIGNAL AHEAD W3-3	4	EA	\$360.00	\$1,440.00	4	\$1,440.00		\$0.00	4	\$1,440.00	100.00%
98	ALUMINUM SIGN TYPE A SPEED LIMIT R2-1	4	EA	\$360.00	\$1,440.00	4	\$1,440.00		\$0.00	4	\$1,440.00	100.00%
99	ALUMINUM SIGN TYPE A LANE REDUCTION W4-2R	1	EA	\$360.00	\$360.00	1	\$360.00		\$0.00	1	\$360.00	100.00%
100	ALUMINUM SIGN TYPE A RIGHT LEFT LANE ENDS W9-1	1	EA	\$360.00	\$360.00	1	\$360.00		\$0.00	1	\$360.00	100.00%
101	ALUMINUM SIGN TYPE A TWO WAY TRAFFIC W6-3	1	EA	\$360.00	\$360.00	1	\$360.00		\$0.00	1	\$360.00	100.00%
SECTION VII - SWPPP												
102	TURF EST FULL SODDING	800	SY	\$4.15	\$3,320.00	941.84	\$3,908.64		\$0.00	941.84	\$3,908.64	117.73%
103	TURF EST HYDROMULCH	4	AC	\$1,215.00	\$4,860.00	4	\$4,860.00		\$0.00	4	\$4,860.00	100.00%
104	INLET PROTECTION BARRIER FOR GRATE INLET	38	EA	\$65.00	\$2,470.00		\$0.00	5	\$325.00	5	\$325.00	13.16%
105	GRAVEL BAG INLET PROTECTION BARRIER FOR CURB INLET	270	LF	\$5.00	\$1,350.00		\$0.00	41	\$205.00	41	\$205.00	15.19%
106	STAB CONST ACCESS	200	SY	\$1.00	\$200.00		\$0.00		\$0.00	0	\$0.00	0.00%
107	ROCK FILTER DAM TYPE I	6	EA	\$500.00	\$3,000.00		\$0.00		\$0.00	0	\$0.00	0.00%

FOR PERIOD: ending 12/31/10



Ageing and Utility Contractors

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	SECTION VIII - MISCELLANEOUS ITEMS											
108	WORK ZONE TRAFFIC CONTROL PH I AT ALL LOCATIONS	1	LS	\$7,700.00	\$7,700.00	0.065	\$500.50	1	\$7,700.00	1.065	\$8,200.50	106.50%
109	TRAFFIC CONTROL PLAN PH II & III AT ALL LOCATIONS	1	LS	\$13,120.00	\$13,120.00	0.1	\$1,312.00	0.9	\$11,808.00	1	\$13,120.00	100.00%
110	MILLED ASPHALT 4" THICK MTRL TO CITY OF LAMARQUE	34,227	SY	\$1.15	\$39,361.05		\$0.00	35218.31	\$40,501.06	35218.31	\$40,501.06	102.90%
111	ROADWAY EXCAVATION, INCL 5" MILLED BASE TO CITY	6,740	CY	\$11.25	\$75,825.00		\$0.00	6740	\$75,825.00	6740	\$75,825.00	100.00%
112	ROADWAY FILL	1,250	CY	\$5.70	\$7,125.00		\$0.00	1250	\$7,125.00	1250	\$7,125.00	100.00%
	SECTION IX - SUPPLEMENTARY ITEMS											
113	WELL POINT DEWATERING SYSTEM	400	LF	\$30.00	\$12,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
114	EXTRA BANK SAND	300	CY	\$10.00	\$3,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
115	EXTRA CRUSHED LIMESTONE BEDDING	150	CY	\$25.00	\$3,750.00		\$0.00		\$0.00	0	\$0.00	0.00%
116	EXTRA CEMENT STAB SAND 2.0 SACKS PER TON	20	TON	\$30.00	\$600.00		\$0.00	47.45	\$1,423.50	47.45	\$1,423.50	237.25%
117	EXTRA CLASS A CONCRETE	75	CY	\$100.00	\$7,500.00	5.76	\$576.00		\$0.00	5.76	\$576.00	7.68%
118	EXTRA REINF STEEL	750	LB	\$1.00	\$750.00		\$0.00		\$0.00	0	\$0.00	0.00%
	ALTERNATIVE "A" - WATER ITEMS											
119	6" W.L. PVC AWWA C900 DR18	68	LF	\$36.70	\$2,495.60		\$0.00	68	\$2,495.60	68	\$2,495.60	100.00%
120	8" W.L. PVC AWWA C900 DR18	124	LF	\$43.50	\$5,394.00		\$0.00	177	\$7,699.50	177	\$7,699.50	142.74%
121	10" W.L. PVC AWWA C900 DR18	97	LF	\$47.75	\$4,631.75		\$0.00	41	\$1,957.75	41	\$1,957.75	42.27%
122	12" W.L. PVC AWWA C900 DR18	1,660	LF	\$28.90	\$47,974.00		\$0.00	1680	\$48,552.00	1680	\$48,552.00	101.20%
123	6" GATE VALVE	1	EA	\$700.00	\$700.00		\$0.00	1	\$700.00	1	\$700.00	100.00%
124	8" GATE VALVE	2	EA	\$950.00	\$1,900.00		\$0.00	3	\$2,850.00	3	\$2,850.00	150.00%
125	10" GATE VALVE	2	EA	\$1,350.00	\$2,700.00		\$0.00	1	\$1,350.00	1	\$1,350.00	50.00%
126	12" GATE VALVE	3	EA	\$1,650.00	\$4,950.00		\$0.00	3	\$4,950.00	3	\$4,950.00	100.00%
127	8" WET CONNECTION	2	EA	\$450.00	\$900.00		\$0.00	3	\$1,350.00	3	\$1,350.00	150.00%
128	10"WET CONNECTION	1	EA	\$550.00	\$550.00		\$0.00	1	\$550.00	1	\$550.00	100.00%
129	12"WET CONNECTION	1	EA	\$600.00	\$600.00		\$0.00	1	\$600.00	1	\$600.00	100.00%
130	SHORT SIDE SERVICE RECONNECT	11	EA	\$275.00	\$3,025.00		\$0.00	4	\$1,100.00	4	\$1,100.00	36.36%
131	LONG SIDE SERVICE RECONNECT	4	EA	\$570.00	\$2,280.00		\$0.00	11	\$6,270.00	11	\$6,270.00	275.00%
132	FIRE HYDRANT ASSEMBLY	1	EA	\$3,000.00	\$3,000.00		\$0.00	2	\$6,000.00	2	\$6,000.00	200.00%
	ALTERNATIVE "A" - SANITARY SEWER ITEMS											

ESTIMATE NO: 10

FOR PERIOD: ending 12/31/10



CEDAR DRIVE IMPROVEMENTS IH-45 TO SH 3

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
133	CLEANING GRAVITY SAN SWR ALL SIZES	1,815	LF	\$1.60	\$2,904.00		\$0.00	1789	\$2,862.40	1789	\$2,862.40	98.57%
134	TV INSPECTION OF GRAVITY SAN SWR ALL SIZES	1,815	LF	\$1.30	\$2,359.50		\$0.00	1789	\$2,325.70	1789	\$2,325.70	98.57%
135	RESET-UP OF TV INSPECT OF GRAVITY SAN SWR AL SIZES	3	EA	\$530.00	\$1,590.00		\$0.00		\$0.00	0	\$0.00	0.00%
136	OBSTRUCTION REMOVAL BY REMOTE DEVICE	3	EA	\$265.00	\$795.00		\$0.00		\$0.00	0	\$0.00	0.00%
137	OBSTRUCTION REMOVAL BY EXCAVATION	3	EA	\$370.00	\$1,110.00		\$0.00	2	\$740.00	2	\$740.00	66.67%
138	6" SWR RECONST INSTALL 8.625" OD (DR 19)	140	LF	\$29.50	\$4,130.00		\$0.00	85	\$2,507.50	85	\$2,507.50	60.71%
139	10" SWR PIPE BURSTING INSTALL 10.750" OD (DR 19)	1,675	LF	\$31.25	\$52,343.75		\$0.00	1649	\$51,531.25	1649	\$51,531.25	98.45%
140	10" SWR POINT REPAIR 5-10' DPETH 8' LENGTH	3	EA	\$1,700.00	\$5,100.00		\$0.00		\$0.00	0	\$0.00	0.00%
141	SAG REPAIR ALL SIZES ALL DEPTHS	100	LF	\$40.00	\$4,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
142	SERV REPLACEMENT BY PIPEBURSTING 4" OR 6"	20	EA	\$450.00	\$9,000.00		\$0.00	18	\$8,100.00	18	\$8,100.00	90.00%
143	TRENCH SAFETY SYSTEM (WASTEWATER)	50	LF	\$3.00	\$150.00		\$0.00		\$0.00	0	\$0.00	0.00%
144	MH RECONST	16	VF	\$92.00	\$1,472.00		\$0.00	11.16	\$1,026.72	11.16	\$1,026.72	69.75%
145	SAN SWR MH BUILT ON EXISTING	2	EA	\$1,900.00	\$3,800.00		\$0.00	2	\$3,800.00	2	\$3,800.00	100.00%
146	ADJ EXISTING SAN SWR MH	2	EA	\$265.00	\$530.00		\$0.00	2	\$530.00	2	\$530.00	100.00%
ALTERNATIVE "A" - PAVING ITEMS												
147	CEMENT STAB SUBGRADE (ROADWAY) 5% CEMENT (30LB/SY)	9,555	SY	\$1.60	\$15,288.00		\$0.00	9626.72	\$15,402.75	9626.72	\$15,402.75	100.75%
148	CEMENT FOR SUBGRADE (MATERIAL)	143	TON	\$104.00	\$14,872.00		\$0.00	121.26	\$12,611.04	121.26	\$12,611.04	84.80%
149	LIME STAB SUBGRADE (DRWY) 5% LIME (25LBS/SY)	595	SY	\$2.85	\$1,695.75	307.87	\$877.43	426.31	\$1,214.98	734.18	\$2,092.41	123.39%
150	LIME FOR SUBGRADE (MATERIAL)	7	TON	\$144.00	\$1,008.00		\$0.00	7	\$1,008.00	7	\$1,008.00	100.00%
151	8" REINF CONCRETE PAVEMENT (ROADWAY) - 1650 LF	9,195	SY	\$30.00	\$275,850.00		\$0.00	9248.69	\$277,460.70	9248.69	\$277,460.70	100.58%
152	6" REINF CONCRETE PAVEMENT (DRIVEWAY)	620	SY	\$42.50	\$26,350.00	307.87	\$13,084.48	426.31	\$18,118.18	734.18	\$31,202.65	118.42%
153	6" CONCRETE CURB	3,015	LF	\$2.00	\$6,030.00	1451.5	\$2,903.00	1530	\$3,060.00	2981.5	\$5,963.00	98.89%
154	2" HMHL SURFACE (PAVEMENT TRANSITIONS)	5	TON	\$150.00	\$750.00	10.18	\$1,527.00	18.12	\$2,718.00	28.3	\$4,245.00	566.00%
155	8" BLACK BASE (PAVEMENT TRANSITIONS)	20	TON	\$73.50	\$1,470.00	40.7	\$2,991.45	64.48	\$4,739.28	105.18	\$7,730.73	525.90%
156	WHEELCHAIR RAMPS W/TRUNCATED DOMES	30	SY	\$98.50	\$2,955.00	2.13	\$209.81	27.79	\$2,737.32	29.92	\$2,947.12	99.73%
157	4-1/2" THICK CONCRETE SIDEWALK	1,570	SY	\$32.15	\$50,475.50	385	\$12,377.75	1302.93	\$41,889.20	1687.93	\$54,266.95	107.51%
158	ADJ EXISTING STM SWR MH	3	EA	\$200.00	\$600.00		\$0.00	3	\$600.00	3	\$600.00	100.00%

ESTIMATE NO: 10

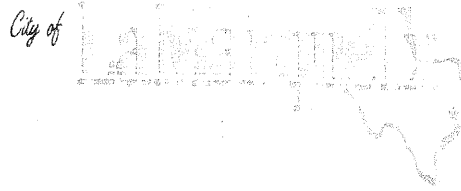
FOR PERIOD: ending 12/31/10



CEDAR DRIVE IMPROVEMENTS IH-45 TO SH 3

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
ALTERNATIVE "A" - SIGNAGE & PAVEMENT MARKING												
159	TRAFFIC STRIPING 4" SOLID YELLOW PAINT STRIPE	3,105	LF	\$0.40	\$1,242.00	3063	\$1,225.20		\$0.00	3063	\$1,225.20	98.65%
160	TRAFFIC STRIPING 4" DASHED WHITE PAINT STRIPE	1,200	LF	\$0.40	\$480.00	1213	\$485.20		\$0.00	1213	\$485.20	101.08%
161	TRAFFIC STRIPING 12" WHITE PAINT STRIPE	246	LF	\$1.05	\$258.30	359	\$376.95		\$0.00	359	\$376.95	145.93%
162	TRAFFIC STRIPING 12" YELLOW PAINT STRIPE	31	LF	\$1.70	\$52.70		\$0.00		\$0.00	0	\$0.00	0.00%
163	TRAFFIC STRIPING 24" WHITE PAINT STRIPE	31	LF	\$4.75	\$147.25	59	\$280.25		\$0.00	59	\$280.25	190.32%
164	ALUMINUM SIGN TYPE A SPEED LIMIT R2-1	2	EA	\$360.00	\$720.00	2	\$720.00		\$0.00	2	\$720.00	100.00%
165	4" 2-WAY W TYPE II C-R REFL RAISED PVMT MARKERS	76	EA	\$4.25	\$323.00	78	\$331.50		\$0.00	78	\$331.50	102.63%
166	4" 2-WAY W TYPE II A-A REFL RAISED PVMT MARKERS	80	EA	\$4.25	\$340.00	80	\$340.00		\$0.00	80	\$340.00	100.00%
ALTERNATIVE "A" - SWPPP												
167	TURF EST FULL SODDING	420	SY	\$4.15	\$1,743.00	466.84	\$1,937.39		\$0.00	466.84	\$1,937.39	111.15%
168	TURF EST HYDROMULCH	1	AC	\$1,215.00	\$1,215.00	1	\$1,215.00		\$0.00	1	\$1,215.00	100.00%
169	INLET PROTECTIN BARRIER FOR GRATE INLET	5	EA	\$65.00	\$325.00		\$0.00		\$0.00	0	\$0.00	0.00%
170	GRAVEL BAG INLET PROTECTION BARRIER FOR CURB INLET	65	LF	\$5.00	\$325.00		\$0.00	24	\$120.00	24	\$120.00	36.92%
171	STAB CONST ACCESS	100	SY	\$1.00	\$100.00		\$0.00		\$0.00	0	\$0.00	0.00%
ALTERNATIVE "A" - MISCELLANEOUS ITEMS												
172	WORK ZONE TRAFFIC CONTROL PH I	1	LS	\$1,500.00	\$1,500.00	0.1	\$150.00	0.9	\$1,350.00	1	\$1,500.00	100.00%
173	WORK ZONE TRAFFIC CONTROL PHII & PHIII	1	LS	\$2,450.00	\$2,450.00	0.1	\$245.00	0.9	\$2,205.00	1	\$2,450.00	100.00%
174	MILLED ASPHALT 4" TO PROPERTY OF CITY OF LA MARQUE	9,010	SY	\$1.15	\$10,361.50		\$0.00	9010	\$10,361.50	9010	\$10,361.50	100.00%
175	ROADWAY EXCAVATION, INCL 5" MILLED BASE TO CITY	2,501	CY	\$11.25	\$28,136.25		\$0.00	2501	\$28,136.25	2501	\$28,136.25	100.00%
176	ROADWAY FILL	215	CY	\$5.70	\$1,225.50		\$0.00	215	\$1,225.50	215	\$1,225.50	100.00%
					\$3,431,990.75			\$119,965.38		\$3,357,252.86		\$3,477,218.24

FIRE MARSHAL



Efrem Z. Burns
Fire Marshal

Office of the Fire Marshal

To: Mr. Eric W. Gage
Re: FM Activity/ Projects
Date: February 21, 2011

Activity Report

On going projects (Residential)

Horizon Meadows is quickly approaching final completion. I have made three visits thus far this month and conducted final inspections of fire alarm, sprinkler, and electrical distribution requirements and all have successfully passed. I conducted final inspections for the sprinkler system on building # 4 and the office lobby on 2/15/11 each unit passed and residents are due to start moving in March.

On going projects (Commercial)

Final plan approval for quest Diagnostics located in the outlet mall on Delaney were approved this pass week as well. I am currently reviewing 3 other commercial projects which have submitted fire alarm plans for Fire Marshal review.

Investigations

I am currently reviewing 3 water theft cases located at the apartments located on Roselee. It appears that three separate units are obtaining water from a unauthorized source about the property. Attempts to contact management have failed.

Code enforcement- 20 more open code enforcement cases were investigated this week. 3 were sent to court 15 were deemed compliant and closed; and 2 require more research for additional action. Current open files are under review to determine responsibility. After investigating specific cases, I have determined that many of our cases are the responsibility of Galveston County. These properties have been abated by county tax liens, I am currently working with county officials to mediate this issue. I am also composing a press release for Mr. Gages review to initiate a ZERO TOLERNACE for businesses being illegally operated in our city. This 30 day grace will allow non- compliant business operators and individuals conducted non- authorized services to adhere to city ordinance before citations are issued.

Junked vehicles - One reported case was cleared this week. Vehicles in violation have been moved from the property in question.

Arson car fire - 1 arson car fire case which occurred the last week of December 2010 has been investigated and left in an (OPEN) status. the vehicle is totally destroyed and though no foul has been proven

Completed Services

4 business inspections, 20 code enforcement investigations (re-check), 1 CPR class (Kids X-PRESS child care)

Office activity

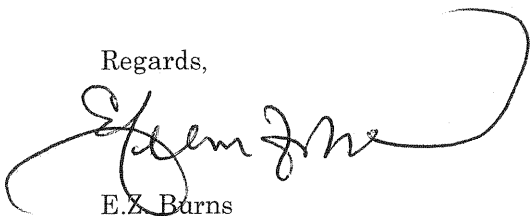
11 received phone calls 6 (contractor request and discussions), 1 code enforcement, 4 inspection request / courtesy walk-through. 1 complimentary for service provided. Working on policy and procedure documentation for Fire Marshal operations.

Meetings - (6) 2 planning for new business plan review. 4 for fire department operations.

Future

Compiling Nims needs for all city employees for eventual city wide training sessions.

Regards,

A handwritten signature in black ink, appearing to read "E.Z. Burns", with a large, sweeping flourish extending to the right.

E.Z. Burns

Fire Marshal

EDC DEPARTMENT

EDC Director's Report

- The east side Sonic (FM 1765) is again open for business
- The new Jungle Jim's pet store is now open in the Gulfway Plaza shopping center
- A&A Machine & Fabrication had a ground breaking ceremony on February 1, 2011
- Despite the wind and cold weather the event was well attended
- The expansion is moving forward and contractors are working diligently
- The sewer extension project on FM 1764 is still progressing nicely
- They are ahead of schedule
- A final walk through is scheduled for 2/23/2011
- Quest Diagnostics is working on finishing out their new location at Gulfway Plaza and should be opening in the coming weeks
- A new dentist office is to be constructed on the corner of Cedar Drive and Lake Road
- The new building should look really nice and have good curb appeal

FIRE DEPARTMENT

MEMORANDUM FROM LA MARQUE FIRE/RESCUE

TO: ERIC GAGE, CITY MANAGER
FROM: LARRY DAMRELL, INTERIM FIRE CHIEF
SUBJECT: CITY MANAGER'S REPORT
DATE: 02/27/2011

LMFD Morale - Fire Department morale continues to improve. Focus is more on services and professional development. All personnel are encouraged to participate in ways we can improve services. We continue to look for ways to place decision making authority to the persons most involved with the activity. We are beginning to devote more time from people issues to developing and implementing programs that improve safety and quality of live issues.

Audit - Fire Department claims PW#10783 to FEMA (Hurricane Ike damages) were audited. The Texas Division of Emergency Management conducted the audit. The auditor, Ms. Tina Floyd completed the audit and recommended an increase in the FEMA obligation to La Marque to \$14,707.98.

Rescue Training - We continue to look for opportunities for training at minimal costs to the City. Four Firefighters will receive training at the Southwest Fire Rescue in Galveston at Moody Gardens February 26th through March 2nd.

Live Fire Training - We are reviewing the offer to send on-duty firefighters to Texas City to receive live fire training utilizing their burn trailer. This training will begin in March and will be conducted every Saturday and Sunday through April. Presently the plans are to attend the training on Saturday with options to include Sunday. Texas City Fire Captain Fattig stated that Texas City Station 3 would cover for our department while we are training during the day. This would give our department an opportunity to train with our neighboring department and still have coverage for the city. The training would not incur additional overtime costs to the city.

Fire Prevention Training - Fire Marshal Burns and Captain Decker attended Fire Team USA workshop. This informational and training seminar explored community planning, fire protection costs, fire prevention efforts currently underway, and how fire sprinkler legislation can promote quality of life in our communities. The workshop also covered opportunities that exist for grants to assist local communities with their fire protection efforts. Minimal transportation costs incurred.

School Visits & Public Education - We are working with Mr. W. C. "Bo" Hunter to help schedule EMS and Fire safety awareness at the local La Marque Schools. The

Firefighters from the Engine and Ambulance delivered fire safety information for the students at Westlawn Elementary School. Ambulance personnel are scheduled to visit the Mainland Preparatory Academy on February 24 from 2:30 to 3:20 pm. They are requesting a class on first aid subjects with particular interest with the new 100 times per minute resuscitation procedure.

Haz Mat Trucks Main St - We are meeting at Chief Aragon's office February 22 with concerned citizens to consider options to deter truck drivers who transport hazardous materials from using Main Street (FM 519) to transit from highway 146 to the Gulf Freeway.

New Residence Complex Opens for 55+ - Highland Manor at 301 Newman Road is up and running. Management rescheduled the grand opening of a 140-unit complex for April 1 beginning 1 p.m. to 4 p.m. Highland Manor caters to residents ages 55 and older. Officials ask that you RSVP by calling 409-935-3351. The Manager of the complex is Judy Pokorny. Her office number is 409-935-3351 and cell number is 281-989-3988. The maintenance man is Mick Meekins and his cell number is 832-221-3810. The gate code for emergency vehicles is 1972.

Maintenance Program Developed - The three Captains and the Chief are near completion of an apparatus maintenance program that identifies three categories of maintenance work to be completed. The three categories are in-station maintenance, LM shop maintenance and outsourced to specialists. The proposed program will be submitted to Steve McCoy this week.

Bunker Gear - We expect to complete the review of the bids this week and select the winning bid for four sets of firefighter bunker gear.

Clear Lake MOU - We received and forwarded a proposed MOU generated by Clear Lake Hospital. In addition to the MOU, a recommendation from Medical Director Dr. Fine was included. Mr. Gage forwarded the MOU to legal for review.

SAFER Grants - We are considering Assistance to Firefighters Grants (AFG). We viewed a Web-seminar Sponsored by Cisco. Projections indicate SAFER grants will continue to be available.

Warrant Round Up - One firefighter/peace officer is available to assist the Judicial Department with a special program to run warrants for the Warrant Round up on March 5th.

Housing Assistance - Ms. Catherine Castaneda from "Shaw Environmental & Infrastructure Group Commercial, State & Local Division" visited me on February 15. Her company was involved in the completion of the house on Bayou Street. She said her group is considering the next resident to receive improved housing. Their group has selected the resident at 1525 Main Street. Ms. Castaneda asked me about the possibility of the Fire Department using the house for training and eventually removing the dilapidated house. She said she is having difficulties moving forward with relocating the elderly resident because there is a small underground fuel tank on the property. A meeting is scheduled on February 22 with Ms. Tims, Ms. Castaneda and the Fire Chief

to consider options. Eliminating dilapidated housing and providing new, high quality of life homes is a significant improvement for our citizens. This can be considered a fire prevention issue since the risk of fire and accidents is significantly higher in dilapidated housing.

End Grievance - In cooperation with the Firefighter's Association, we are in the process of receiving a written statement indicating membership's position to end the last remaining grievance. This statement may be in the form of a copy of the association minutes from February 7.

Council of Cities Emergency Response Group Luncheon - Our guest speaker at the Clear Lake Council of Cities Emergency Response Group luncheon on Friday, February 25, will be Pat Hughes, representing the San Jacinto Incident Management Team (IMT). The luncheon meeting remains at Chabuca's International Grille, 300 NASA Road One, in Webster on Friday, February 25, 2011. The cost of the buffet is \$14, which normally opens at 11:30. Introductions will begin at noon followed by the our guest speaker. Please R.S.V.P. by return e-mail no later than noon Thursday, 2/24, whether you plan to attend and the number of people accompanying you so we can provide the restaurant with a headcount.

Galveston County Coordinators Meetings:

1. Council of Cities Meeting & Luncheon
11:30 AM Friday, Feb. 25 Chabuca's 316 W. NASA Rd. 1
2. TxDOT Hurricane Map Training & EMC Lunch
10 AM-1 PM Tuesday, March 8 Brazoria County Courthouse, Angleton
3. Galveston County Utilities Work Group
10 AM- Noon Thursday, March 10 GCEMF
4. Texas Disaster Recovery Course
8 AM-5 PM April 5-6 GCEMF Training Room
(Register on PreparingTexas.org)
5. Texas Emergency Management Conference
8 AM-5 PM April 26-29 Gonzalez Convention Center, San Antonio

Larry Damrell
Interim Fire Chief / EMC

Attachments (3)

1. January 2011 Monthly Call for Service Report
2. January 2011 EMS Monthly Report
3. January 2011 Revenue Rescue Collections Summery

La Marque Fire / Rescue

Incident Type Report (Summary)

Alarm Date Between {01/01/2011} And {01/31/2011}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.55%	\$0	0.00%
113 Cooking fire, confined to container	1	0.55%	\$0	0.00%
118 Trash or rubbish fire, contained	1	0.55%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.55%	\$0	0.00%
151 Outside rubbish, trash or waste fire	2	1.11%	\$0	0.00%
162 Outside equipment fire	1	0.55%	\$0	0.00%
	<u>7</u>	<u>3.91%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	0.55%	\$0	0.00%
321 EMS call, excluding vehicle accident with	120	67.03%	\$0	0.00%
322 Motor vehicle accident with injuries	5	2.79%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	1.67%	\$0	0.00%
	<u>129</u>	<u>72.06%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	2	1.11%	\$0	0.00%
	<u>2</u>	<u>1.11%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
511 Lock-out	3	1.67%	\$0	0.00%
550 Public service assistance, Other	3	1.67%	\$0	0.00%
552 Police matter	1	0.55%	\$0	0.00%
553 Public service	2	1.11%	\$0	0.00%
	<u>9</u>	<u>5.02%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
600 Good intent call, Other	3	1.67%	\$0	0.00%
611 Dispatched & cancelled en route	11	6.14%	\$0	0.00%
622 No Incident found on arrival at dispatch	4	2.23%	\$0	0.00%
	<u>18</u>	<u>10.05%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	3	1.67%	\$0	0.00%
711 Municipal alarm system, malicious false	1	0.55%	\$0	0.00%
715 Local alarm system, malicious false alarm	1	0.55%	\$0	0.00%
721 Bomb scare - no bomb	2	1.11%	\$0	0.00%

La Marque Fire / Rescue

Incident Type Report (Summary)

Alarm Date Between {01/01/2011} And {01/31/2011}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
733 Smoke detector activation due to	1	0.55%	\$0	0.00%
735 Alarm system sounded due to malfunction	3	1.67%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.55%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.55%	\$0	0.00%
745 Alarm system activation, no fire -	1	0.55%	\$0	0.00%
	14	7.82%	\$0	0.00%

Total Incident Count: 179

Total Est Loss:

\$0

MEMORANDUM FROM LA MARQUE FIRE/RESCUE

TO: ERIC W. GAGE, CITY MANAGER
FROM: LARRY DAMRELL, INTER FIRE CHIEF
SUBJECT: MONTHLY EMS REPORT JANUARY 2011
DATE: 02/21/2011

Total Patient Encounters 116

Total Patient Transports	94	81%
Patient Refusals	21	18%
DOS	0	0%

Total Billed

January 2011	\$ 174,721.80
Yearly Total	\$ 174,721.80

Total Transports 94

UTMB	17	18%
Clear Lake Regional	7	7%
Mainland Center	70	75%
St. John	0	0%
Other	0	0%

Total Collected

January 2011	\$ 33,681.43
Yearly Total	\$ 33,681.43

Write-offs

\$39,475.81

Adjustments

\$24,671.07

Response Times (Monthly Average)

Initial Response	4 Minutes
On Scene	16 Minutes
Transport	10 Minutes
Hospital In Service	27 Minutes
Incident Time	52 Minutes

“Destination: Excellence”

Transcation Summary Report
For City Of La Marque Fire Rescue / Co.

POST Dates From: 01/01/11 Thru: 01/31/11

Total's for: City Of La Marque Fire Rescue / Co.
POST Dates from: 01/01/11 Thru: 01/31/11

CITY OF LA MARQUE FIRE DEPT AS OF 2/01/2011

	RUN #		TOS	AMOUNT	PAID	DISCOUNTS	BALANCE
1	6020996	ALLSTATE	COLLISION	\$1,250.00	\$680.00	\$570.00	\$0.00
2	7000096	STATEFARM	COLLISION	\$1,304.38	\$837.38	\$467.00	\$0.00
3	700615	STATEFARM	COLLISION	\$1,375.13	\$962.13	\$413.00	\$0.00
4	6021047	GEICO	COLLISION	\$1,225.00	\$1,225.00		\$0.00
5	6021254	PROGRESSIVE	COLLISION	\$975.00		\$975.00	\$0.00
6	7000313	WIL DUETT LT	COLLISION	\$1,565.00		\$1,565.00	\$0.00
7	7000597	NATIONWIDE	COLLISION	\$1,525.00	\$1,125.00	\$400.00	\$0.00
8	6016461	PROGRESSIVE	FIRE	\$1,500.00		\$1,500.00	\$0.00
9	6017441	BURKES OUTLET	FIRE	\$2,102.50	\$1,675.50	\$427.00	\$0.00
10	6018724	MUIR	FIRE	\$2,245.00		\$2,245.00	\$0.00
11	7000252	AMERICAN NATIONAL	RESCUE	\$1,725.00		\$1,725.00	\$0.00
12	7000253	STATEFARM	COLLISION	\$1,725.00	\$1,725.00		\$0.00
13	7000397	TEXAS FARM BUREAU	FIRE	\$5,265.88		\$5,265.88	\$0.00
14	6021068	GAO	COLLISION	\$1,552.38		\$1,552.38	\$0.00
15	6021418	SPARTAN	COLLISION	\$2,559.63	\$980.00	\$1,579.63	\$0.00
16	7000395	FARMERS	COLLISION	\$1,225.00	\$825.00	\$400.00	\$0.00
17	7000548	JEFF'S CAB	COLLISION	\$7,270.50	\$5,903.50	\$1,367.00	\$0.00
18	7000636	FARMERS	COLLISION	\$1,257.63	\$857.63	\$400.00	\$0.00
19	7001085	ANPAC	COLLISION	\$1,298.00		\$1,298.00	\$0.00
20	701388	SPARTAN	COLLISION	\$1,125.00	\$300.00	\$825.00	\$0.00
21	701627	MERCURY	COLLISION	\$1,225.00	\$825.00	\$400.00	\$0.00
22	7001706	RIOS	COLLISION	\$1,775.00		\$1,775.00	\$0.00
23	701460	PROGRESSIVE	COLLISION	\$2,595.75	\$2,195.75	\$400.00	\$0.00
24	7000191	LINCOLN	RESCUE	\$1,150.00		\$1,150.00	\$0.00
25	7001079	FARMERS	RESCUE	\$1,150.00	\$637.50	\$512.50	\$0.00
26	7003125	NATIONWIDE	COLLISION	\$1,020.00		\$1,020.00	\$0.00
27	7001157	WALKER	COLLISION	\$2,155.00		\$2,155.00	\$0.00

28	7003044	PROGRESSIVE/ATKINS	COLLISION	\$1,970.06	\$1,970.06		\$0.00
29	7003125	NATIONWIDE	COLLISION	\$1,020.00		\$1,020.00	\$0.00
30	7003186	GEICO	COLLISION	\$1,125.00	\$825.00	\$300.00	\$0.00
31	7003965	GEICO	COLLISION	\$825.00	\$825.00		\$0.00
32	7004048	PROGRESSIVE	COLLISION	\$1,125.00		\$1,125.00	\$0.00
33	7001729	TRAVELODGE	FIRE	\$4,696.75		\$4,696.75	\$0.00
34	7001315	CURRY	FIRE	\$1,900.50		\$1,900.50	\$0.00
35	7004101	PSYCH	COLLISION	\$375.00	\$375.00		\$0.00
36	7004982	ALLSTATE	COLLISION	\$1,620.75	\$754.50	\$866.25	\$0.00
37	7005720	STATEFARM	COLLISION	\$800.00		\$800.00	\$0.00
38	7005419	POTTER	COLLISION	\$375.00	\$375.00		\$0.00
39	7006291	STATEFARM	COLLISION	\$850.00	\$150.00	\$700.00	\$0.00
40	7006338	PATRICK	FIRE	\$1,750.00		\$1,750.00	\$0.00
41	7006815	STATEFARM	FIRE	\$3,480.00		\$3,480.00	\$0.00
42	70063740	STATEFARM	COLLISION	\$1,085.00		\$1,085.00	\$0.00
43	7008054	HARTFORD	COLLISION	\$825.00	\$825.00		\$0.00
44	7006194	RICCIO	COLLISION	\$810.00		\$810.00	\$0.00
45	7008837	PARAGON	FIRE	\$2,005.00	\$2,005.00		\$0.00
46	7006740	STATEFARM	COLLISION	\$1,085.00	\$1,085.00		\$0.00
47	7009773	FORGET ME	FIRE	\$1,400.00	\$1,400.00		\$0.00
48	7007834	MARTIN	COLLISION	\$825.00		\$825.00	\$0.00
49	7008738	UNITED AUTO	COLLISION	\$700.00		\$700.00	\$0.00
50	7009672	STATEFARM	COLLISION	\$2,690.57	\$1,095.57	\$1,595.00	\$0.00
51	7009779	STATEFARM	COLLISION	\$700.00		\$700.00	\$0.00
52	7009931	GEICO	COLLISION	\$1,179.63		\$1,179.63	\$0.00
53	7011236	STATEFARM	COLLISION	\$700.00		\$700.00	\$0.00
54	7011348	GEICO	COLLISION	\$375.00	\$375.00		\$0.00
55	7010078	DR PEPPER	HAZMAT	\$1,390.00	\$1,390.00		\$0.00
56	7010934	WING STOP	HAZMAT	\$1,075.50		\$1,075.50	\$0.00
57	7009641	RON CARTER FORD	FIRE	\$875.00		\$875.00	\$0.00
58	7007208	MARQUEZ	MEDICAL	\$975.00		\$975.00	\$0.00
59	7009443	RITTENHOUSE	COLLISION	\$2,095.00		\$2,095.00	\$0.00
60	7014148	NATIONWIDE	COLLISION	\$825.00	\$300.00	\$525.00	\$0.00
61	7014798	PAPPAS RESTAURANT	COLLISION	\$825.00	\$825.00		\$0.00
62	7011767	PHOENIX INDEMNITY	COLLISION	\$700.00	\$420.00	\$280.00	\$0.00
63	7009875	DOBSON	FIRE	\$1,687.63		\$1,687.63	\$0.00

64	7012297	AUZENNE	FIRE	\$800.00		\$800.00	\$0.00
65	7012674	MILES	FIRE	\$1,194.44		\$1,194.44	\$0.00
66	7014591	WALMART	FIRE	\$3,121.50	\$3,121.50		\$0.00
67	7005720	STATEFARM	COLLISION	\$800.00		\$800.00	\$0.00
68	7014472	STATEFARM	COLLISION	\$375.00		\$375.00	\$0.00
69	7014980	GEICO	FIRE	\$1,125.00		\$1,125.00	\$0.00
70	7018348	USAA	COLLISION	\$810.00	\$810.00		\$0.00
71	7019065	HARTFORD	COLLISION	\$811.88	\$649.50	\$162.38	\$0.00
72	7014929	FUENTES	FIRE	\$1,125.00		\$1,125.00	\$0.00
73	7019794	GEICO	COLLISION	\$375.00	\$375.00		\$0.00
74	7016308	STONE	COLLISION	\$700.00		\$700.00	\$0.00
75	7016308B	SHOWROW	COLLISION	\$700.00		\$700.00	\$0.00
76	7017797	LOCKETT	COLLISION	\$1,200.00		\$1,200.00	\$0.00
77	7019697	STATEFARM	COLLISION	\$825.00	\$825.00		\$0.00
78	7019311	SOUTHERN FARM	COLLISION	\$675.00		\$675.00	\$0.00
79	7019447	FICHERA	HAZMAT	\$1,425.63		\$1,425.63	\$0.00
80	7019127	BOND	COLLISION	\$705.00		\$705.00	\$0.00
81	80000241	ALLSTATE	COLLISION	\$1,285.50	\$1,285.50		\$0.00
82	8000614	STATEFARM	COLLISION	\$825.00		\$825.00	\$0.00
83	7020913	LIBERTY COUNTY	FIRE	\$1,980.06		\$1,980.06	\$0.00
84	8000389	ALLIED WASTE	COLLISION	\$9,311.26	\$9,311.26		\$0.00
85	8002327	PATRICK	FIRE	\$1,925.00	\$500.00	\$1,425.00	\$0.00
86	8002778	FRED LOYA	COLLISION	\$1,020.00	\$918.00	\$102.00	\$0.00
87	8005049	STATEFARM	COLLISION	\$897.38		\$897.38	\$0.00
88	8004849	WILLIAMS	COLLISION	\$1,375.00		\$1,375.00	\$0.00
89	8004878	AGBEMAFIE	COLLISION	\$4,298.75		\$4,298.75	\$0.00
90	8005265	FARMERS	COLLISION	\$750.00	\$375.00	\$375.00	\$0.00
91	7021128	HARRIS	COLLISION	\$870.00		\$870.00	\$0.00
92	8004334	SPENDER	FIRE	\$950.00		\$950.00	\$0.00
93	2008005890	GEICO	FIRE	\$1,460.00		\$1,460.00	\$0.00
94	8000547	JARAMILLO	FIRE	\$800.00		\$800.00	\$0.00
95	2008007786	SAFEWAY	COLLISION	\$780.00		\$780.00	\$0.00
96	2008007602	NATIONWIDE	COLLISION	\$880.00	\$880.00		\$0.00
97	8008836	HORACE MANN	COLLISION	\$2,188.13	\$2,188.13		\$0.00
98	8004123	TRAVELERS	COLLISION	\$705.00	\$705.00		\$0.00
99	8009364	MATTIE/CHARLES GOVAN	FIRE	\$950.00		\$950.00	\$0.00

100	8008553	JORGE LEMUS	COLLISION	\$990.00		\$990.00	\$0.00
101	80011833	ESCHELON GLOBAL	FIRE	\$2,156.31		\$2,156.31	\$0.00
102	80011981	PROGRESSIVE	COLLISION	\$1,679.44		\$1,679.44	\$0.00
103	8011754	STATEFARM	COLLISION	\$600.00		\$600.00	\$0.00
104	8011756	ALLSTATE	COLLISION	\$1,005.00	\$1,005.00		\$0.00
105	8011486	TERMINIX	COLLISION	\$855.00	\$855.00		\$0.00
106	8011373	LY T LE	COLLISION	\$1,150.00		\$1,150.00	\$0.00
107	80011021	SCOTT ARMSTRONG/GEICO	COLLISION	\$1,605.00	\$1,605.00		\$0.00
108	8013342	SAFECO	COLLISION	\$705.00	\$705.00		\$0.00
109	8013799	CAPTAINS CONSTRUCTION	HAZMAT	\$1,075.50	\$575.50	\$500.00	\$0.00
110	8011925	THRIFTY CAR RENTAL	COLLISION	\$750.00	\$490.00	\$260.00	\$0.00
111	8013460	FARMERS	COLLISION	\$600.00	\$600.00		\$0.00
112	8014698	FARMERS	COLLISION	\$941.25	\$941.25		\$0.00
113	2008014055	NICHOLAS GRIFFIN	COLLISION	\$855.00		\$855.00	\$0.00
114	8015009	MAUDA MARTINEZ	FIRE	\$1,300.00		\$1,300.00	\$0.00
115	8015716	HARDIEST MCNAIR	COLLISION	\$705.00		\$705.00	\$0.00
116	8020118	HARTFORD	COLLISION	\$1,305.00	\$1,305.00		\$0.00
117	8019548	AMERICAN NATIONAL/KING/CARBERRY	COLLISION	\$825.00		\$825.00	\$0.00
118	8018284	ERIC ALVARADO	COLLISION	\$1,160.44		\$1,160.44	\$0.00
119	8020245	AUTO OWNERS	COLLISION	\$675.00		\$675.00	\$0.00
120	2008020858	LEE BROQUET	FIRE	\$1,134.50		\$1,134.50	\$0.00
121	8019825	JOCELYN LAYONG	COLLISION	\$375.00		\$375.00	\$0.00
122	8020013	ALLSTATE	COLLISION	\$2,055.88	\$2,055.88		\$0.00
123	2008021503	ALLSTATE/BLANTON	COLLISION	\$1,757.50		\$1,757.50	\$0.00
124	2008021001	JAMES GONZALES	FIRE	\$1,440.00		\$1,440.00	\$0.00
125	8020306	JB HUNT/CUEVAS	COLLISION	\$8,164.94	\$2,721.65	\$5,443.29	\$0.00
126	8020582	THOMAS HUGHES	COLLISION	\$874.50		\$874.50	\$0.00
127	8020944	TERRY WHITNEY	HAZMAT	\$705.00		\$705.00	\$0.00
128	8017324	ENRIQUE RIVERA	COLLISION	\$705.00		\$705.00	\$0.00
129	2008021967	AMANDA ALSTON	COLLISION	\$825.00		\$825.00	\$0.00
130	2009001988	ALLSTATE	COLLISION	\$1,125.00	\$1,125.00		\$0.00
131	90002030	AMERICAN NATIONAL	COLLISION	\$1,125.00		\$1,125.00	\$0.00
132	900000318	SANTA FE AUTO	HAZMAT	\$2,334.38	\$2,334.38		\$0.00
133	8023012	COURTNEY MASON	COLLISION	\$862.50		\$862.50	\$0.00
134	2009002145	FARMERS	COLLISION	\$1,020.00	\$1,020.00		\$0.00
135	2009001394	LINDSEY	COLLISION	\$675.00	\$675.00		\$0.00

136	90000713	FARMERS/ALLEN	COLLISION	\$1,303.13		\$1,303.13	\$0.00
137	2009002151	PHOENIX GENERAL	COLLISION	\$870.00	\$870.00		\$0.00
138	90004184	ALLSTATE	COLLISION	\$1,080.00	\$1,080.00		\$0.00
139	90003829	STATE FARM	COLLISION	\$1,785.00		\$1,785.00	\$0.00
140	90004192	ALLSTATE/JULIAN	COLLISION	\$1,050.00		\$1,050.00	\$0.00
141	90004367	FARMERS	COLLISION	\$825.00	\$825.00		\$0.00
142	90006026	LIBERTY MUTUAL/CUSI	COLLISION	\$4,455.00		\$4,455.00	\$0.00
143	90003860	EUGENE LAWS	FIRE	\$865.00		\$865.00	\$0.00
144	90007044	NATIONWIDE	COLLISION	\$375.00	\$375.00		\$0.00
145	900005946	STATE WIDE	RESCUE	\$2,125.50	\$1,700.40	\$425.10	\$0.00
146	900008401	STATE FARM / DOTSON	RESCUE	\$675.00		\$675.00	\$0.00
147	900009970	MBI TRUCKING	FIRE	\$1,980.50	\$1,980.50		\$0.00
148	90004002	R.A. WINSTON	COLLISION	\$2,743.38		\$2,743.38	\$0.00
149	90011804	FARMERS	COLLISION	\$750.00	\$750.00		\$0.00
150	900012559	STATE FARM /CRUZ	COLLISION	\$825.00		\$825.00	\$0.00
151	90013026	ALLSTATE/PATTON	COLLISION	\$825.00		\$825.00	\$0.00
152	900014125	PROGRESSIVE/APPLEGATE	FIRE	\$1,010.00		\$1,010.00	\$0.00
153	90010060	TRACIE TACQUARD	FIRE	\$905.00		\$905.00	\$0.00
154	90010869	GABRIELA LUCIO	COLLISION	\$825.00		\$825.00	\$0.00
155	90013762	OMOLAYO OGUNDANA	COLLISION	\$1,320.00		\$1,320.00	\$0.00
156	90015838	STATE FARM /RICHARDSON	COLLISION	\$1,117.50		\$1,117.50	\$0.00
157	90014530	UNITED AUTO	COLLISION	\$855.00	\$855.00		\$0.00
158	90015479	MIDLANDS MANAGEMENT/MIRANDA	COLLISION	\$855.00		\$855.00	\$0.00
159	20-090016114	USAA	COLLISION	\$1,350.00		\$1,350.00	\$0.00
160	90016263	STATE FARM /HEATON	COLLISION	\$1,527.38		\$1,527.38	\$0.00
161	90016439	STATE FARM	COLLISION	\$825.00		\$825.00	\$0.00
162	90017649	ACCC	COLLISION	\$775.00		\$775.00	\$0.00
163	90018716	ALLSTATE	COLLISION	\$962.50	\$866.00	\$96.50	\$0.00
164	90015900	ARRAHEEM CONNOR	COLLISION	\$795.00		\$795.00	\$0.00
165	90016456	UVUKA UGOCHUKWYN	COLLISION	\$1,070.50		\$1,070.50	\$0.00
166	90017530	MANUEL LEAL	COLLISION	\$630.00		\$630.00	\$0.00
167	20090020229	GEICO	COLLISION	\$750.00	\$500.00	\$250.00	\$0.00
168	90017925	BYSHIA WATTS	HAZMAT	\$825.00		\$825.00	\$0.00
169	20090015246	ALLSTATE	COLLISION	\$1,213.13	\$1,213.13		\$0.00
170	90017557	AAA	COLLISION	\$920.00	\$460.00	\$460.00	\$0.00
171	90019788	CIERA MAGEE	COLLISION	\$675.00		\$675.00	\$0.00

172	90019132	ROBBIE CARRAWAY	FIRE	\$1,750.00		\$1,750.00	\$0.00
173	90021308	PROGRESSIVE/MARLING	COLLISION	\$825.00		\$825.00	\$0.00
174	90018959	DYLAN HERTENBERGER	COLLISION	\$855.00		\$855.00	\$0.00
175	90022612	FARM BUREAU	COLLISION	\$825.00	\$825.00		\$0.00
176	90023684	FARMERS/BIVENS JR	COLLISION	\$375.00		\$375.00	\$0.00
177	90023831	PENKSE TRUCK	COLLISION	\$2,226.76	\$2,226.76		\$0.00
178	20090024293	ALLSTATE/WILSON	COLLISION	\$1,056.88		\$1,056.88	\$0.00
179	90025141	KRISTEN JUSTICE	COLLISION	\$825.00		\$825.00	\$0.00
180	90027351	FRED LOYA	COLLISION	\$1,260.00	\$1,260.00		\$0.00
181	90027331	HARTFORD/YELLOTT	COLLISION	\$985.00		\$985.00	\$0.00
182	90028440	ALLSTATE	COLLISION	\$675.00		\$675.00	\$0.00
183	90028615	GAINSCO/SHARMA	COLLISION	\$960.00		\$960.00	\$0.00
184	90027051	ALAN AVILES	FIRE	\$825.00		\$825.00	\$0.00
185	90030407	NATIONWIDE/GARAY/NEPAMUSENO	FIRE	\$1,000.00		\$1,000.00	\$0.00
186	90030597	GEICO/LANCASTER	COLLISION	\$975.00		\$975.00	\$0.00
187	90031679	STATE FARM	COLLISION	\$675.00		\$675.00	\$0.00
188	90031881	UNITRIN	COLLISION	\$750.00	\$750.00		\$0.00
189	90030710	STATE FARM /MCCOMB JR	COLLISION	\$705.00		\$705.00	\$0.00
190	90029384	MARIELA CADENAS	FIRE	\$950.00		\$950.00	\$0.00
191	900032801	PROGRESSIVE	COLLISION	\$1,005.00		\$1,005.00	\$0.00
192	90033631	ROLLING FRITO LAY	COLLISION	\$825.00	\$825.00		\$0.00
193	90031893	FIELD ASSET SERVICES	FIRE	\$3,688.75	\$3,688.75		\$0.00
194	90030255	JERILYN CHASE	COLLISION	\$825.00		\$825.00	\$0.00
195	90033887	FRED LOYA	FIRE	\$775.00	\$775.00		\$0.00
196	900034812	NATIONWIDE	COLLISION	\$675.00	\$675.00		\$0.00
197	900034650	ACCEPTANCE	COLLISION	\$825.00	\$825.00		\$0.00
198	90034065	ALLSTATE	COLLISION	\$825.00	\$825.00		\$0.00
199	90033714	ALLSTATE/BANNISTER-YARDE	COLLISION	\$1,790.00		\$1,790.00	\$0.00
200	900034526	US AGENCIES	COLLISION	\$825.00	\$412.50	\$412.50	\$0.00
201	90036201	ENTERPRISE	COLLISION	\$775.00		\$775.00	\$0.00
202	90036701	STATE FARM /BLUMENTRITT	COLLISION	\$2,190.00		\$2,190.00	\$0.00
203	900033578	ALLSTATE	RESCUE	\$3,800.00			\$3,800.00
204	90034071	FARMERS	COLLISION	\$375.00	\$375.00		\$0.00
205	90037050	GEICO/KELLY	COLLISION	\$972.50		\$972.50	\$0.00

206	900037407	PROGRESSIVE	COLLISION	\$2,240.00	\$2,240.00		\$0.00
207	900039315	GEICO	COLLISION	\$705.00	\$634.50	\$70.50	\$0.00
208	90036688	HAUCK	COLLISION	\$3,429.17		\$3,429.17	\$0.00
209	90037499	OLD AMERICAN/HERNANDEZ R	COLLISION	\$1,192.50	\$60.00		\$1,132.50
210	90037098	VISION	COLLISION	\$880.00	\$880.00		\$0.00
211	90037326	STATE FARM	COLLISION	\$912.50		\$912.50	\$0.00
212	90036107	ALBERTO GARCIA	COLLISION	\$3,300.00		\$3,300.00	\$0.00
213	90040575	STATE FARM/ROBERTS	COLLISION	\$750.00		\$750.00	\$0.00
214	900040113	PROGRESSIVE /VAZQUEZ	COLLISION	\$675.00		\$675.00	\$0.00
215	90040257	K-3 RESOURCES	COLLISION	\$1,455.00		\$1,455.00	\$0.00
216	900040478	SAFE CO	COLLISION	\$825.00			\$825.00
217	900040627	TRACY TEGLER	COLLISION	\$675.00	\$150.00		\$525.00
218	900040635	CHRISTOPHER ELLIS	COLLISION	\$675.00		\$675.00	\$0.00
219	90037959	CHASE BABER	COLLISION	\$825.00		\$825.00	\$0.00
220	90038623	RELIANT SAND&CONSTRUCTION	HAZMAT	\$675.00		\$675.00	\$0.00
221	900039479	DAVID BURL MORGAN	COLLISION	\$675.00		\$675.00	\$0.00
222	900042118	ALLSTATE	COLLISION	\$825.00			\$825.00
223	900042138	STATE FARM/VASQUEZ/DIMINGO	COLLISION	\$1,335.00		\$1,335.00	\$0.00
224	90041468	ERNEST NORTH III	COLLISION	\$730.00		\$730.00	\$0.00
225	90040287	HIGHWAY INN&SUITES	FIRE	\$13,381.25	\$1,000.00	\$12,381.25	\$0.00
226	90043283	FARMERS	COLLISION	\$825.00	\$825.00		\$0.00
227	90043538	SAFE CO	HAZMAT	\$800.00	\$800.00		\$0.00
228	90038374	PROGRESSIVE/FIELDS, JR	COLLISION	\$867.50		\$867.50	\$0.00
229	90043945	FARM BUREAU	COLLISION	\$1,437.50	\$1,437.50		\$0.00
230	90043903	ACCC	COLLISION	\$2,811.25			\$2,811.25
231	90039200	MICHAEL KANE	COLLISION	\$855.00		\$855.00	\$0.00
232	90040950	VICTOR BOUCHOT	COLLISION	\$1,125.00		\$1,125.00	\$0.00
233	90045009	PROGRESSIVE	COLLISION	\$1,147.50		\$1,147.50	\$0.00
234	90044546	ENTERPRISE PIPELINE	HAZMAT	\$3,075.00	\$3,075.00		\$0.00
235	90045353	GEICO	FIRE	\$950.00	\$855.00	\$95.00	\$0.00
236	90045511	NATIONWIDE	COLLISION	\$700.00			\$700.00
237	90043452	ANPAC	COLLISION	\$917.50	\$917.50		\$0.00
238	90045234	ALLSTATE	COLLISION	\$750.00			\$750.00

239	90043140	BARBARA AND SCOTT HARRIS	COLLISION	\$1,020.00		\$1,020.00
240	90042718	ADAM JONES	FIRE	\$900.00	\$900.00	\$0.00
241	90043273	WONDERFUL HILL	FIRE	\$825.00	\$825.00	\$0.00
242	90045568	LATONYA MINIX	FIRE	\$900.00		\$900.00
243	900047089	PROGRESSIVE	COLLISION	\$825.00		\$825.00
244	90048768	WAL-MART	FIRE	\$1,375.00		\$1,375.00
245	90049317	STATE FARM	COLLISION	\$1,110.00		\$1,110.00
246	90047638	JAMES GONZALES	FIRE	\$1,301.25		\$1,301.25
247	900050003	GEICO	COLLISION	\$825.00		\$825.00
248	90049466	THOMAS LARSON	COLLISION	\$735.00	\$735.00	\$0.00
249	90050273	FRED LOYA	COLLISION	\$675.00	\$675.00	\$0.00
250	900048552	SAFE AUTO	COLLISION	\$2,055.00		\$2,055.00
251	90051227	AMICA	COLLISION	\$705.00	\$705.00	\$0.00
252	90051486	ALLSTATE	COLLISION	\$825.00		\$825.00
253	20090048522	MARIO&KARINA MENDOZA	COLLISION	\$765.00		\$765.00
254	90051783	FARMERS	COLLISION	\$705.00		\$705.00
255	900409065	JOHN GLASAN	COLLISION	\$675.00		\$675.00
256	900051152	ASLAM KAPADIA	COLLISION	\$870.00		\$870.00
257	90052078	GEICO	COLLISION	\$825.00		\$825.00
258	90051817	DONALD ALLEN	FIRE	\$1,495.00		\$1,495.00
259	11001030	GEICO	COLLISION	\$375.00		\$375.00

\$346,636.17 \$114,899.61 \$204,421.56 \$27,315.00

	Nov-10	Dec-10	Jan-11
STARTING BALANCE	\$44,719.17	\$49,105.42	\$32,020.00
GROSS REVENUE			
FIRE	\$2,676.25		\$1,495.00
MEDICAL			
RESCUE			
COLLISIONS	\$3,345.00	\$5,850.00	\$1,375.00
HAZMAT		\$870.00	
DETAIL			
ALARM ACT.			
WATER			
TOTAL	\$6,021.25	\$6,720.00	\$2,870.00
PAYMENTS			
FIRE			
MEDICAL			
RESCUE			
COLLISIONS	\$50.00	\$1,470.00	\$432.50
HAZMAT			
DETAIL			
ALARM ACT.			
WATER			
TOTAL	\$50.00	\$1,470.00	\$432.50
DISC/DEDUCTIBLE			
FIRE:			
Non billable:			
Deductible:			
Part. Pmt. Disc.:			
TOTAL	\$0.00	\$0.00	\$0.00
MEDICAL:			
Non billable:			
Deductible:			
Part. Pmt. Disc.:			
TOTAL	\$0.00	\$0.00	\$0.00
RESCUE:			
Non billable:			
Deductible:			
Part. Pmt. Disc.:			
TOTAL	\$0.00	\$0.00	\$0.00
COLLISIONS:			
Non billable:	\$1,585.00	\$22,335.42	\$7,142.50

Deductible:			
Part. Pmt. Disc.:			
TOTAL	\$1,585.00	\$22,335.42	\$7,142.50
HAZMAT:			
Non billable:			
Deductible:			
Part. Pmt. Disc.:			
TOTAL	\$0.00	\$0.00	\$0.00
DETAIL:			
Non billable:			
Deductible:			
Part. Pmt. Disc.:			
TOTAL	\$0.00	\$0.00	\$0.00
ALARM ACTIVATION:			
Non billable:			
Deductible:			
Part. Pmt. Disc.:			
TOTAL	\$0.00	\$0.00	\$0.00
WATER:			
Non billable:			
Deductible:			
Part. Pmt. Disc.:			
TOTAL	\$0.00	\$0.00	\$0.00
TOTAL DISC./DEDUCT	\$1,585.00	\$22,335.42	\$7,142.50
A/R ROLL FORWARD			
TOTAL:	\$49,105.42	\$32,020.00	\$27,315.00
A/R AGING REPORT	\$49,105.42	\$32,020.00	\$27,315.00

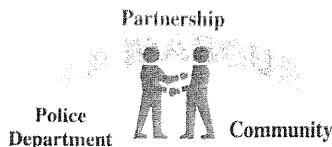
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Claim Aging Report, By TOS, (Aging Date ->01/31/11)
For City Of La Marque Fire Rescue
Co. ###: ALL

-45-

Run#	Co. Name	Ext. Contact	Number	R/Rec#	Date / Due	I-Balance	(Current)	(30 +)	(60 +)	(90 +)	(120+)
-----INVOICE-----											
TOS: FIRE		Total No. Of Invoices Aged: 4				5071.25	\$1495.00	\$0.00	\$2676.25	\$0.00	\$900.00
		Percent Of Total->				8.26	25.83	20.36	3.64	41.90	
0900051152	1	Aslam Kapadia	101220-023	8426	12/20/10 12/20/10	870.00		\$870.00			
TOS: HAZMAT		Total No. Of Invoices Aged: 1				870.00	\$0.00	\$870.00	\$0.00	\$0.00	\$0.00
		Percent Of Total->				7.95	28.58	19.61	3.51	40.35	
0900033578	1	ALLSTATE SELF SCOTT	100510-029	7955	05/10/10 05/10/10	3800.00					\$3800.00
TOS: RESCUE		Total No. Of Invoices Aged: 1				3800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3800.00
		Percent Of Total->				6.85	24.60	16.88	3.02	48.65	
Grand Total		Total No. Of Invoices Aged: 24				27315.00	\$1870.00	\$6720.00	\$4611.25	\$825.00	\$13288.75
		Percent Of Total->				6.85	24.60	16.88	3.02	48.65	

POLICE DEPARTMENT



Police Department

Randall Aragon
Chief of Police

MEMORANDUM

TO: City Manager Eric Gage

FROM: Chief Randall Aragon *R. Aragon*

DATE: February 21, 2011

SUBJECT: Council Report for February 28, 2011 City Council Meeting

Respectfully submit the following information for the above listed City Council Meeting:

➤ **Personnel:**

The department is now fully staffed: no vacancies exist.

➤ **Training:**

Nothing to report.

➤ **Operations:**

2010 Annual Report: This is a first for our department and will be produced on an annual basis (as will the one from the Fire Department—during 2012). A copy was provided to Mr. Gage and one for the Mayor and members of the City Council. Amongst all the positive aspects noted in the report is a 30 % decrease in the Violent Crime rate for 2010 over that reported in 2009.

New Records Management System (RMS): This RMS (OSSSI) was placed in service on February 16th. It is anticipated that the first 90-120 days will consist of debugging and other such glitches until the all system aspects fall into place.

Director of Public Safety Role and Fire Department Productivity Enhancement: As part of this responsibility I have been networking with Interim Fire Chief Larry Damrell to develop systems and/or procedures that will significantly enhance the performance capability of the Fire Department. I anticipate the implementation of well needed and well-received programs (by citizens and staff alike) during this calendar year.

City of La Marque
Monthly and Year
To Date

Police Department
Month: January
Year: 2011

	CURRENT MONTH (Jan11)	CURRENT MO. PREV. YR. (Jan10)	PREV. MONTH (Dec10)	YR. TO DATE 2011	PREV. YR. TO DATE 2010
<u>PART I CRIMES:</u>					
Homicide	1	0	0	1	0
Rape	1	1	0	1	1
Robbery	1	2	3	1	2
Assault	19	23	29	19	23
Burglary	17	11	27	17	11
Theft	41	29	49	41	29
M.V. Theft	5	6	2	5	6
<u>PART II CRIMES:</u>	178	200	193	178	200
<u>CALLS FOR SERVICE:</u>	2,263	2,216	2,064	2,263	2,216
<u>ACCIDENTS:</u>	20	24	27	20	24
Injuries	5	7	14	5	7
Non-injury	15	17	13	15	17
Fatalities	0	0	0	0	0
Alcohol Related	1	4	3	1	4
<u>ADULT ARRESTS:</u>	8	170	190	8	170
<u>JUVENILE DETENTIONS:</u>	177	4	0	177	4
<u>TRAFFIC STOPS:</u>	236	239	130	236	239
Citations	232	197	146	232	197
Violations	326	277	200	326	277
Warnings	6	4	3	6	4
<u>DISTURBANCES:</u>	74	87	84	74	87

Total deposits from reports, fingerprinting, and phone commissions, etc.:	\$2,862.32
Deposited from phone commissions:	\$14.42
Deposited from report fees:	\$176.90
Deposited from donations:	\$2,000.00
Deposited from fingerprinting:	\$10.00
Deposited from refunds:	\$661.00

This month, the Police Department arrested **62** people on municipal warrants, serving **160** warrants, totaling **\$51,988.70**.

To date, the Police Department has arrested **62** people on municipal warrants, serving **160** warrants, totaling **\$51,988.70**.

LA MARQUE POLICE DEPARTMENT USE OF FORCE REPORT

DEFENDANT NAME: [REDACTED] DATE: 01/01/2011 TIME: 1924 hrs.

C.F.S NUMBER: INCIDENT NUMBER: 0900053222

LEVEL OF FORCE (CHECK APPLICABLE NUMBERS)

- ☒ 1. Verbal Commands ☒ 2. Soft Hands ☐ 3. Hard Hands ☐ 4. O.C. Spray
☐ 5. Taser (☐ Drive Stun ☐ Probe) ☐ 6. Impact Weapon ☐ 7. Deadly Force

Officers Present: 1) Ofc. Ramer 2) Capt. Schaffer 3)

4) 5) 6)

Witness Present: 1) 2) 3)

Witness Phone: 1) 2) 3)

INJURY/TREATMENT

Did the Defendant sustain injury? ☐ Y ☒ N If yes, obtain photographs of the injury and explain the circumstance below:

LEVEL OF FORCE

(CHECK APPLICABLE NUMBERS)

Did the Defendant receive medical attention as a result of injury? ☐ Y ☒ N ☐ N/A If yes, explain the circumstance below:

Subject was taken to Mainland Medical Center for injury suffered from 10-50.

☐ 1. Verbal Commands ☐ 2. Soft Hands ☐ 3. Hard Hands ☐ 4. O.C. Spray ☐ 5. Taser (☐ Drive Stun ☐ Probe) ☐ 6. Impact Weapon ☐ 7. Deadly Force

2) Capt. Schaffer 3)

REPORT SYNOPSIS

Officers were dispatched to accident which subject was involved in. Upon my arrival subject stated "I'm going to jail anyway do what you got to do", and turned away from this officer. This officer grabbed subject by right wrist and subject turned around towards me in an aggressive manor. Subject was placed against his vehicle. This officer attempted to handcuff the subject at which point he attempted to enter into his vehicle. Subject was then placed onto the ground.

Reporting Officer Signature: [Signature] Supervisor Signature: [Signature]

COMPLETED REPORTS AND PHOTOS ARE TO BE FORWARDED TO THE OFFICE OF THE CHIEF OF POLICE

LEVEL OF FORCE

(CHECK APPLICABLE NUMBERS)

Did the Defendant receive medical attention as a result of injury? ☐ Y ☒ N ☐ N/A If yes, explain the circumstance below:

☐ 1. Verbal Commands ☐ 2. Soft Hands ☐ 3. Hard Hands ☐ 4. O.C. Spray ☐ 5. Taser (☐ Drive Stun ☐ Probe) ☐ 6. Impact Weapon ☐ 7. Deadly Force

LA MARQUE POLICE DEPARTMENT USE OF FORCE REPORT

DEFENDANT NAME: [REDACTED] DATE: 1/2/11 TIME: 0920

C.F.S NUMBER: 09-53257 INCIDENT NUMBER: 16290

LEVEL OF FORCE (CHECK APPLICABLE NUMBERS)

- ☒ 1. Verbal Commands ☒ 2. Soft Hands ☒ 3. Hard Hands ☐ 4. O.C. Spray
☐ 5. Taser (☐ Drive Stun ☐ Probe) ☐ 6. Impact Weapon ☐ 7. Deadly Force

Officers Present: 1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

Witness Present: 1) _____ 2) _____ 3) [REDACTED]

Witness Phone: 1) _____ 2) _____ 3) _____

INJURY/TREATMENT

Did the Defendant sustain injury? ☐ Y ☒ N If yes, obtain photographs of the injury and explain the circumstance below:

Did the Defendant receive medical attention as a result of injury? ☐ Y ☒ N ☐ N/A If yes, explain the circumstance below:

REPORT SYNOPSIS

Reporting Officer Signature: [Signature]

Supervisor Signature: [Signature]

COMPLETED REPORTS AND PHOTOS ARE TO BE FORWARDED TO THE OFFICE OF THE CHIEF OF POLICE

LA MARQUE POLICE DEPARTMENT USE OF FORCE REPORT

DEFENDANT NAME: [REDACTED] DATE: 01/21/2011 TIME: 1856hrs

C.F.S NUMBER: 1100001269 INCIDENT NUMBER: LM 16643

LEVEL OF FORCE
(CHECK APPLICABLE NUMBERS)

- ☒ 1. Verbal Commands ☒ 2. Soft Hands ☐ 3. Hard Hands ☐ 4. O.C. Spray
☐ 5. Taser (☐ Drive Stun ☐ Probe) ☐ 6. Impact Weapon ☐ 7. Deadly Force

Officers Present: 1) Officer Gandy 2) Officer Guzman 3) Officer C. Kelemen

4) _____ 5) _____ 6) _____

Witness Present: 1) _____ 2) _____ 3) _____

Witness Phone: 1) _____ 2) _____ 3) _____

INJURY/TREATMENT

Did the Defendant sustain injury? ☐ Y ☒ N If yes, obtain photographs of the injury and explain the circumstance below:
n/a

LEVEL OF FORCE
(CHECK APPLICABLE NUMBERS)

Did the Defendant receive medical attention as a result of injury? ☐ Y ☐ N ☒ N/A If yes, explain the circumstance below:

- ☒ 2. Soft Hands ☐ 3.
☐ Probe) ☐ 6. Im

2) Officer Guzman

REPORT SYNOPSIS

Subject was running towards a scene location following a pursuit and refused to follow verbal commands to stop. Officer's attempted to gain control of the subject's hands to restrain him in handcuffs. Subject continued to actively resist as officer's attempted to gain control. Subject was restrained in handcuffs after a brief struggle.

Reporting Officer Signature: [Signature] 597 Supervisor Signature: [Signature]

COMPLETED REPORTS AND PHOTOS ARE TO BE FORWARDED TO THE OFFICE OF THE CHIEF OF POLICE

LEVEL OF FORCE
(CHECK APPLICABLE NUMBERS)

Did the Defendant receive medical attention as a result of injury?
☐ Y ☐ N ☒ N/A

LA MARQUE POLICE DEPARTMENT USE OF FORCE REPORT

DEFENDANT NAME: DATE: 01/21/2011 TIME: 1856hrs

C.F.S NUMBER: 1100001269 INCIDENT NUMBER: LM 16643

LEVEL OF FORCE (CHECK APPLICABLE NUMBERS)

- ☒ 1. Verbal Commands ☒ 2. Soft Hands ☐ 3. Hard Hands ☐ 4. O.C. Spray
☐ 5. Taser (☐ Drive Stun ☐ Probe) ☐ 6. Impact Weapon ☐ 7. Deadly Force

Officers Present: 1) Officer Gandy 2) Officer Guzman 3) Officer C. Kelemen

4) 5) 6)

Witness Present: 1) 2) 3)

Witness Phone: 1) 2) 3)

INJURY/TREATMENT

Did the Defendant sustain injury? ☒ Y ☐ N If yes, obtain photographs of the injury and explain the circumstance below:
Suspect complained of back pain.

Did the Defendant receive medical attention as a result of injury? ☒ Y ☐ N ☐ N/A If yes, explain the circumstance below:
Suspect was transported to Mainland Medical Center and seen by emergency room doctors. A fit for incarceration was obtained. Suspect exhibited a pre-existing injury to his leg.

REPORT SYNOPSIS

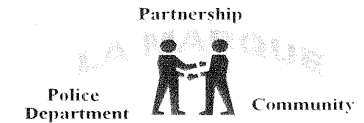
Suspect struck a business with his vehicle and fled the scene. The vehicle was located in the 2000 block of Lake Road and refused to stop for officers. The vehicle led officers on a slow speed pursuit and came to rest at a residence on Ross. The suspect was given numerous verbal commands to exit the vehicle to which he refused to comply with. This officer (Officer Gandy) escorted the subject from the vehicle by the wrist and secured him on the ground. The subject was secured in handcuffs and taken into custody. Suspect later complained of back pain and was transported to Mainland Medical Center for treatment. Mainland provided this officer with a fit for incarceration following his treatment.

Reporting Officer Signature:

Supervisor Signature:



2010 LA MARQUE POLICE DEPT.
CRIME STATS



	2007				2008				2009				2010				2011							
	January - December				January - December				January - December				January - December				January							
	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	Offense 2010	Offense 2011	% +/-	Clearance 2010	Clearance 2011	% CL 2010	% CL 2011	
Murder	3	300%	2	67%	1	-67%	1	100%	4	400%	2	50%	3	0%	2	67%	0	1	100%	0	1	100%	100%	
Rape	21	31%	5	24%	26	24%	13	50%	22	-15%	10	45%	16	-27%	10	63%	1	1	0%	1	0	100%	0%	
Robbery	26	-10%	6	23%	44	69%	17	37%	39	-11%	11	28%	34	-13%	16	47%	2	1	-50%	0	1	0%	100%	
Aggravated Assault	71	54%	34	48%	74	4%	39	53%	98	32%	53	54%	61	-3%	27	44%	7	4	-57%	4	3	57%	75%	
La Marque Violent Crime Total	121	0%	47	39%	145	20%	70	48%	163	12%	76	47%	114	-10%	55	48%	10	7	-30%	5	5	50%	71%	
Texas Violent Crime Total	122,192	0%	48,961	40%	123,621	1%	52,303	41%	121,789	-2%	53,587	44%	*	*	*	*	*	*	*	*	*	*	*	
Burglary	292	42%	44	15%	241	-17%	35	15%	236	-2%	26	11%	202	-16%	77	38%	11	17	55%	0	4	0%	24%	
Theft	269	-10%	70	26%	337	25%	96	28%	382	13%	112	29%	478	23%	159	33%	29	41	41%	10	13	33%	32%	
Motor Vehicle Theft	49	-21%	25	51%	49	0%	23	47%	45	-8%	27	60%	29	-37%	15	52%	6	5	-17%	6	2	100%	40%	
Arson	5	500%	0	0%	7	40%	1	14%	9	29%	1	11%	4	400%	0	0%	2	0	-200%	0	0	0%	0%	
La Marque Property Crime Total	615	0%	139	23%	634	3%	155	24%	672	6%	166	25%	713	5%	251	35%	48	63	31%	16	19	33%	30%	
Texas Property Crime Total	990,835	0%	142,193	14%	969,807	-2%	146,350	15%	995,150	3%	149,272	15%	*	*	*	*	*	*	*	*	*	*	*	
	RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE				% +/-			
La Marque Violent Crime Rate	1,036		0%		1,164		12%		1,182		2%		826		-1%		72				1%			
Texas Violent Crime Rate	511		0%		508		-1%		491		-3%		*		*		*				*			
La Marque Property Crime Rate	4,529		0%		4,800		6%		4,872		1%		5,169		5%		457				33%			
Texas Property Crime Rate	4,120		0%		3,987		-3%		4,016		1%		*		*		*				*			
Calls For Service	21,364				24,209				28,249				25,017				2,263							
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Traffic Citations	3,019				3,413				3,872				1,917				232							
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2010 LA MARQUE POLICE DEPT.
CRIME STATS



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CRIME STATS**

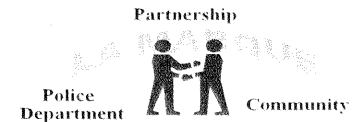


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2010 LA MARQUE POLICE DEPT.
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**2010 LA MARQUE POLICE DEPT.
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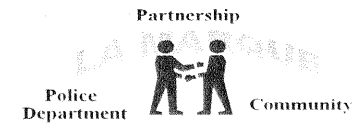


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JUDICIAL DEPARTMENT

Memo

Date: February 18, 2011
To: Eric W. Gage, City Manager
From: Lisa Snider, Court Clerk
Cc: Stephen Baker, Judge
RE: Judicial Department Update



Judicial department mailed out our Warrant Round-Up postcards this morning and we are expecting to be extra busy from now through the end of March collecting on outstanding warrants. We will have those statistics for your review next month.

In addition, I am working on pulling old Code Enforcement violations that were filed with no identifiers on the defendant, such as no date of birth and no driver's license, and no correct address. Due to those reasons, apprehension or prosecution is highly unlikely, and the Prosecutor, Robert Barfield will move to dismiss those cases.

I am also working on correcting fines and court costs on all of our charges. That entails going into each violation one by one and making the corrections. This task is long overdue and time consuming, but very important.

BUILDINGS DEPARTMENT



1111 Bayou Road
La Marque, Texas 77568
409.938.9202

LA MARQUE DEPARTMENT OF BUILDING AND INSPECTIONS.

Building and Inspections

February 21st 2010

The Board of Adjustments will hear this afternoon an appeal to Section 75-5(p) sections 9, 10 & 11 to allow a daycare to continue to operate from the property located at 810 Westward.

The Planning and Zoning Commission evaluated four rezoning applications on November 11th 2010. They approved two of them one located at 600 Highway three from light industrial to restricted commercial. The other is located at 3010 Gulf Freeway which used to be a property belonging and adjacent to the National Guard. This property is proposed to be rezoned from public to general commercial. In addition they evaluated on January 13th 2010 two additional re-zoning applications that were approved. Two properties were approved for replat, and one waterway was approved for abandonment. We will be evaluating on February 24th a rezone at 2351 Maxwell, 7124 Autrey, 810 Westward. In addition they will be evaluating a variance on parking spaces at a new dental clinic to be located at 1205 Lake and a residential driveway paving over 27% of the front yard located at 821 Liliac

The apartment complex located at 1903 Main Street Horizon Meadows has obtained their Certificate of Occupancy for Building #4 and will be moving in residents soon.

The Building and Inspections department permitted three new single family residential homes the month of November, four in the month of December and Three in January.

The Building Standards Committee met on December 17th at 2PM to evaluate the structure located at 408 Elmo. They issued an order of demolition to which the property owner agreed. The structures located at 37 North Omega and 408 Elmo have been demolished.

Code Enforcement

Code Enforcement is moving along, on the month of December we cited six violators, and along with our prosecuting attorney had successful prosecution for fines totaling over four thousand dollars for the month of December. In addition 38 new complaints were filed in the month of November 21 on the month of December and 11 in January. Our concentration has been in closing existing complaints during the month of January. We were able to close 20 Complaints for the month of January in addition we have identified several properties owned by Galveston county and are working on a problem to abate the code violations in this property.

With this said we culminate this report as of this date and look forward to continue to make the City of La Marque a great place to live, work, play, and invest in.

Ana Sims
Building Official / Code Enforcement Officer

City of La Marque
1111 Bayou Rd.
La Marque, TX 77568

Code Compliance Summary

For: February, 2011

Printed:2/21/2011

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Date: 2/1/2011	Address: 407 Ross St.	Status Open
Code Violation:		Cited By: Ana Tims
Unlaw Deps Garbage, Rubbish		
Accumulation of Rubbish or Garbage		
Disposal of Rubbish		
Disposal of Garbage		
Garbage (rodents), Refuse & Other Waste		
Illegal dumping (Criminal penalties)		
CDEF2011-15	Date: 2/1/2011	Address: 810 Hudler
Code Violation:		Status Open
		Cited By: Ana Tims
Recreational Vehicle Parking		
CDEF2011-16	Date: 2/9/2011	Address: 615 Benson
Code Violation:		Status Open
		Cited By: Ana Tims
High Grass/Weeds		
CDEF2011-18	Date: 2/2/2011	Address: 2122 Lone Star Street
Code Violation:		Status Open
		Cited By: Ana Tims
Accesory structures		
Safeguarding Vacant Premises		
Unlaw Deps Garbage, Rubbish		
High Grass/Weeds		
Security of Vacant Premises		
Property owner responsibility		
Accumulation of Rubbish or Garbage		
Vacant Premises (General)		
Disposal of Garbage		
Abandoned Premises		
Tenant Spaces		
Disposal of Rubbish		

Code Compliance Summary

For: February, 2011

Printed: 2/21/2011

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CDEF2011-21	Date: 2/11/2011	Address: 801 Chestnut	Status Open
Code Violation:			Cited By: Ana Tims
High Grass/Weeds			
CDEF2011-27	Date: 2/15/2011	Address: Holman, Lots 6 & 7 Blk 8	Status Open
Code Violation:			Cited By: Ana Tims
High Grass/Weeds			

Inspections Log					
Scheduled	Day Inspected	Permit #	Approved/ Rejected	Date Sent to TNM or CPE	
February 1-28 2010					
2101 Fm 1765-gas	2/1/2011	P02-01-11-23	Approved	2/1/2011	
1903 Main Building 3 electrical meter	2/2/2011	E08-04-10-192	Approved	2/3/2011	
801 Volney- electrical meter loop	2/2/2011	E2-2-11-31	Approved	2/2/2011	
14025 Delaney celeing cover and electrical pre-cover	2/2/2011	B01-07-11-13-	Approved		
108 Bayou- Driveways	2/2/2011	B12-13-10-361	Failed		
1020 Delmar - electrical meter	2/2/2011	P02-02-11-24	Approved	2/2/2011	
1903 Main- clubhouse final	2/2/2011	E09-08-10-228	Approved		
810 Westward - gas test	2/2/2011	P02-01-11-21	Approved	2/2/2011	
1810 Magnolia- Code Enforcement	2/2/2011	CDEF2010-123	Follow up on complaint		
1702 Kansas- Code Enforcement	2/2/2011	CDEF2010-395	Follow up on complaint		
615 Benson - Code Enforcement	2/2/2011		New Complaint initiated		
407 Ross- Code Enforcement	2/2/2011		New complaint intiated		
619 Ross - Code Enforcement	2/2/2011		New complaint intiated		
310 Albert-Code Enforcement	2/2/2011	CDEF2010-262	Complaint followup		
2122 Lonestar- Code Enforcement	2/2/2011	CDEF2010-379	New investigation		
2120 Lonestar- Code Enforcement	2/2/2011		New complaint intiated		
3 Perthius Drive- Code Enforcement	2/2/2011	CDEF2010-149	Complaint closed		
124 Sacajewa - all finals	2/8/2011	B11-19-10-10-493	Approved and Issued CO		
109 Mustang Stampede- electrical meter	2/8/2011	E11-18-10-289	Approved	2/9/2011	
215 Hawksview- Pre-cover building, electrtical, mechanical	2/8/2011	E2011-12	Approved		
2506 Lake- gas test follow up	2/8/2011	P1-24-11-17	Approved		
411 Avenue A - Mechanical Rough In	2/8/2111	M1-26-11-12	Approved		
1313 Cedar- Gas Test	2/8/2011	P02-08-11-26	Approved		
810 Westward- Service Inspection	2/9/2011		Failed		
1120 Lake - Rough In and meter	2/9/2011	E02-03-11-33	Approved	2/9/2011	
140 Mustang Stampede - all finals	2/9/2011	B11-19-10-440	Approved		
1305 Lamar- Electrical Meter Loop	2/9/2011	E02-08-11-37	Approved	2/9/2011	
222 Beatrice- plumbing top out	2/9/2011	P01-14-11-13	Failed		
222 Beatrice plumbing top-out	2/10/2011	P01-14-11-13	Failed		
108 bayou - all Finals	2/10/2011	B12-12-10-361	Failed		
108 Bayou- All finals	2/11/2010	B12-13-10-361	Approved		
1903 Main - Maintenance meter	2/11/2011	E10-23-10-264	Failed		
1918 Cedar - Code Enforcement	2/11/2011	CDEF2008-294	Complaint follow up		
1916 Magnolia - Code Enforcement	2/11/2011	CDEF2010-340			
2514 Jackson - Code Enforcement	2/11/2011	CDEF2010-406	Complaint closed		
704 Avenue B #3- water heater	2/11/2011	P02-11-11-28	Approved		
201 FM 1765 - partial pre-cover all trades	2/11/2011	B01-06-11-10	Approved		
11001 Delaney- all finals except plumbing	2/11/2011	E02-10-11-38	Approved		
111 Lake - Mechanical Rough- In	2/11/2011	M02-01-11-14	Approved		
3 Perthius Farm - Code Enforcement	2/11/2011	CDEF2010-151	Complaint closed		
3 Perthius Farm - Code Enforcement	2/11/2011	CDEF2010-150	Complaint closed		
3 Perthius Farm - Code Enforcement	2/11/2011	CDEF2010-142	Complaint closed		
411 Venue A- plumbing top out	2/14/2011		Failed		
222 Beatrice - Plumbing Top-Out	2/14/2011		Approved		
651 Westwood Circle - Service Inspection	2/14/2011	B02-11-11-47	Approved		

[illegible]

Permit Tally

For: February, 2011

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Permit Purpose	PRIVATE:					PUBLIC:				
	Permits	Const Value	Charges	Bldgs	Units	Permits	Const Value	Charges	Bldgs	Units
	3	\$.00	\$25.00				\$.00	\$.00		
Commercial Electrical	3	\$.00	\$88.31				\$.00	\$.00		
Commercial Mechanical	2	\$16,000.00	\$48.00				\$.00	\$.00		
Commercial Plumbing	2	\$.00	\$85.75				\$.00	\$.00		
Improve Commercial/Indust Bld	2	\$18,900.00	\$315.00				\$.00	\$.00		
Improve SF Residential	1	\$2,290.00	\$25.75				\$.00	\$.00		
Mobile Home	1	\$.00	\$15.00				\$.00	\$.00		
New	1	\$.00	\$.00				\$.00	\$.00		
New Commercial/Industrial Bldg.	1	\$425,000.00	\$3,525.00				\$.00	\$.00		
Repair/Remodel Comm/Indust Bldg.	2	\$51,450.00	\$1,002.98				\$.00	\$.00		
Repair/Remodel SF Residential	8	\$29,835.00	\$296.50				\$.00	\$.00		
Residential Electrical	10	\$.00	\$363.50				\$.00	\$.00		
Residential Mechanical	6	\$17,206.00	\$102.50				\$.00	\$.00		
Residential Plumbing	13	\$.00	\$389.16				\$.00	\$.00		
Service Inspection	2	\$.00	\$40.00				\$.00	\$.00		
Sign	1	\$15,000.00	\$87.55				\$.00	\$.00		
TOTALS:	58	\$575,681.00	\$6,410.00				\$.00	\$.00		

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

Receipts by Account Code

For: January, 2011

Printed: 2/21/2011

Account Code	Account Description	Amount
01-2092-00-00	Credit Card Fees	\$19.88
01-3300-00-00	Re-Zoning Fees	\$275.00
01-3301-00-00	Wrecker Permit	\$450.00
01-3306-00-00	Liquor License/Alcoholic Bev.	\$637.50
01-3307-00-00	Plat Fees	\$200.00
01-3308-00-00	Flammable Fluid Permit-Gasoline	\$1,200.00
01-3311-00-00	Mobile Home Permit	\$15.00
01-3312-00-00	Building Permit	\$6,430.00
01-3313-00-00	Plumbing Permit	\$836.50
01-3314-00-00	Electrical Permit	\$1,280.44
01-3315-00-00	Mechanical Permit	\$238.00
01-3320-00-00	Seismic Testing Permit	\$20.00
01-3321-00-00	Alarm Reg/Permit Fees	\$2,500.00
01-3322-00-00	Public Information/Signature	\$137.60
01-3323-00-00	Coin Operated/8-Liner	\$125,040.00

Receipts by Account Code

For: January, 2011

Printed: 2/21/2011

Account Code	Account Description	Amount
01-3325-00-00	Plan Review Fees	\$3,420.80
01-3535-00-00	Fire Code Plan Review	\$50.00
01-3620-00-00	Demolition	\$25.00
01-3627-00-00	Miscellaneous Revenue	\$20.00
Total Receipts		\$142,795.72

Municipal Court Citation Log/Tracker

Inspections Department

Violator Name	Violator Address	Violations	Violation Date	Date Mailed	Current Status	Remarks	Fine Amt.
Pamela Denise Laush	6035 F.M. 646 South, Santa Fe, TX 77510	R105.1 Building Without a Permit	6/9/2009	11/6/2009	NG/Fined	Re-roofing was done without permit	\$500.00
Frank Schwalm	15318 E. Willow Wind Circle, Houston, TX 77071	R105.1 Building Without a Permit	11/8/2009	11/10/2009	Dismissed/Fine	Building without a permit	\$800.00
Frank Schwalm	15318 E. Willow Wind Circle, Houston, TX 77071	R105.1 Building Without a Permit	11/7/2009	11/7/2009	Dismissed	Building without a permit	\$0.00
John Christopher Laush	1048 Country Club Dr. 0-1, Seguin, TX 78155	R105.1 Building Without a Permit	6/9/2009	11/6/2009	Dismissed	Re-roofing was done without permit	\$0.00
Roy Herod	2535 2nd Ave N., Texas City, TX 77590	EC 401.1 Electric perm. Required Sec. 14-122, require posting perm.	10/5/2009	10/6/2009	Dismissed	Electrical work performed without permit by herod electric	\$0.00
Stephanie Spells	1105 12th Street N., Texas City, TX 77590	IBCO-110.1 Operating w/o C.O.	11/18/2009	11/18/2009	No Show in Court	Opening business w/o C.O.	\$564.00
Chris R. Rasmussen	504 Escalona Dr., Capitola, CA 95010	IBCO3-110.1 Business Section 71-10(a) & Section 75-1(p)(10)	11/20/2009	11/20/2009	Filed in Court	Business in residential district & Opening a prohibited home occu.	
Suzanne Chiari	5310 Pinewilder Dr., Houston, TX 77066	FC Sect 411.2, Unsecured permises; Cit.Ord.44-7, high grass & weeds	10/7/2009 / 10/29/2009	10/10/2009	No Show in Court	Property vacant, is in violation of cit.ord. and FC; Proper notification given to owner; no action taken.	
Mary K. Bumpas	37 N. Omega, La Marque, TX 77568	FCS 311.1 safeguarding abandoned structures	10/1/2009	10/6/2009	Filed in Court	Property in violation of City ordinances.	
Adrian S. May	2005 Rosalee, La Marque, TX 77568	Section 14.283	11/11/2009	11/8/2009	No Contest	Property is delapidated and in violation of city ordinance	
Joseph L. Melrose	P.O. Box 321, Wanita, Ok 73771	Section 14.283(a)	11/23/2009	11/16/2009	No Show in Court	Property delapidated violatin city ordinance	
Jerlee J. Owens	2603 Stonewall, La Marque, TX 77568	Section 14.283(a)	11/18/2009	11/18/2009	No Show in Court	Property is delapidated and violation city ordinance.	
Margaret Simon	331 2nd Street, Texas City, TX 77590	Section 14.283(a)	11/20/2009	11/20/2009	Not Guilty/Reset for Trial	Proper is delapidated and in violation of city ordinance.	
Frank Armstead	1823 Rosalee, La Marque, TX 77568	Section 44-7 - High Grass	11/6/2009	11/10/2009	No Show in Court	Property has high grass and weeds	
Mary K. Bumpass	37 N. Omega, La Marque, TX 77568	FC Sect 411.2, Unsecured permises; Cit.Ord.44-7, high grass & weeds	10/1/2009	10/6/2009	Plea & Give	Property in violation of City ordinances. Property Foreclosed by bank.	\$125.00 x 10
Jose Perez	7705 Capitol, Houston, TX 77012	IRC R105.1	11/6/2009	11/6/2009	No Show in Court	Building Without Permit	
James Stiebritz	6 S. Skimmer, Omega Bay, TX 77568	IEC E3.8091; IEC E3702.3.3; Ord. Sec. 71-21	Unknown	10/2/2009	Dismissed/Fine	Electricity n water hooked up through water hose and extension cord. Camper parked...	\$500.00
Leon Moore	146 @ FM 519, La Marque, TX 77568				Dismissed/ In Compliance		\$0.00
Thomas Custer	14130 Patricia Lane, Alvin, TX 77511	Sec 44-155; Sec 35-14; HSCS 365.012; IBC 2003 115.1; Sec 14-283(a); Sec 44-7	10/26/2009	1/5/2010	Dismissed/ In Compliance	Propery has dilapidated garage, trash n rubbish, high grass n weeds	\$0.00
Herman L. Shelton	2200 Lusk Lane, Brenham, TX 77833	Sec 14-283(a)	10/26/2009	1/6/2010	Filed in Court	Property has a dilapidated structure n faulty foundation and mold.On Hold/ Owner pulled Demo Permit	
Bonnie McIntosh	2109 Irene, La Marque, TX 77568	FCS 311.2; FCS 311.2.2; HSS 341.013; HSC 365.012; IBC 2003 I BC 03-115.1; Sec 14.283(a); Sec 35-14; Sec 44-7	11/18/2009	1/6/2010	No Show in Court	Property has a dilapidated structure n faulty foundation and mold.On Hold/ Owner pulled Demo Permit	

Darlene Johnican	2021 Rosalee, La Marque, TX 77568	Sec 14-457; Sec 14-456	11/12/2010	1/6/2010	Dismissed	Property is in Compliance	\$0.00
Eliza B. Willis	P.O. Box 1574, La Marque, TX 77568	Sec 14.283(a)	11/12/2010	1/6/2010	No Show in Court	Property has a dilapidated structure that was involved in a fire	
Rebeca Shelton	2107 Rosalee, La Marque, TX 77568	FCS 311.1; HSC 365.012; Sec 14-456; Sex 14-283(a); Sec 44-7	12/8/2010	1/6/2010	Filed In Court	Property has no street address displayed; dilapidated and has trash throughout the structure.	
Church's Chicken	1717 Elm Hill Pike Suite B1, Nashville, TN 37210	ICC2003 EC-901; ICC2003 EC-901-3; HSC 365.012	11/30/2009	1/8/2010	Filed in Court	Property has a dangerous electrical condition with a falling light pole as well as trash in the property.	
Robert L. Ray	429 3rd Ave North #1, Texas City, TX 77590	IBC03; Sec 14-283(a)	11/30/2009	1/8/2010	Dismissed	Property has delapidated building that needs to be secured.	
Albert J. Alfrado	311 Robbie, La Marque, TX 77568		9/18/2009	10/1/2009	Guilty	Illegal Electrical Wiring	\$3,320.00
Michael E. Barker	419 Robbie, La Marque, TX 77568				Show Cause	unsafe structures & Equipment; Airtight Containers	
Alvin L. Greensberry	412 Azalea, La Marque, TX 77568				Dismissed	High Grass and Weeds	\$0.00
DMS, Construction Offsite	Taylor Circle				No Show in Court	High Grass and Weeds	
Vince Cranaham	141 IH-45, La Marque, TX 77568				No Show in Court	Operating Business w/o dwelling	
George Wood	2515 Stonewall, La Marque, TX 77568				No Show in Court	Unsecured Property	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	11/30/2009		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	11/30/2009		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	11/30/2009		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Pretty Pig	1023 Sycamore, La Marque, TX 77568	Sec 68-73©	12/16/2009		Set for Pre-Trial	Potable water connected to dwelling through garden hose	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/10/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/9/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/9/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Oak Street Apts LLC	1803 Oak, La Marque, TX 77568	Sec 35-10	2/11/2010	2/11/2010	No Show in Court	Containers not Screened.	
Bett J. Cook	408 Elmo, La Marque, TX 77568	Sec 14-283(a)	1/15/2010	2/15/2010	No Show in Court	Property needs to be Demo'd	
Ann Marie Olsen	10400 School House Lane, Austin, TX 78750	Sec 14-283(a); Sec 35-14	1/15/2010	2/15/2010	Filed In Court		
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/14/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Cheryl D. Lane	10 Clover Bend St., La Marque, TX 77568	Sec 14-283(a); Sec 44-7; Sec 35-14; FC Sec 311-2-1; Sec 35-1; Sec 14-456; Sec 14-457	1/1/2010		No Show in Court		
Beverly Davis	7410 Canary Circle., Tepas City, TX 77591	Sec 44-7; Sec 35-14; FC Sec 311-2-1; Sec 35-1	2/16/2010		Filed in Court		

Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/15/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/17/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
H L Patterson	6423 Grey Oaks Dr., Houston, TX 77050	Sec 44-7	12/22/2009		No Show in Court	High Grass and Weeds	
J.E. Brown	127 Market St. Rd., Houston, TX 77015	Sec 44-7	2/24/2010		No Show in Court	High Grass and Weeds	
Shannon Y. Sharp	4301 Elm, Santa Fe, TX 77517	Sec 44-7; Sec 35-14; HSC 365.012	11/11/2009		Fined	High Grass and Weeds; Trash; Illegal Dumping.	\$564.00
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/22/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/19/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Michael E. Barker	419 Robbie, La Marque, TX 77568	HSC 365.012; Sec 14-283(a); IPMC 2003, 301.2; IMPC 2003, 304.4; IPC 2003, 304.7	2/24/2010		Filed in Court	Delapidated building due to roof damage, Illegal dumping in the property.	
Royal B-I-G Inc.	7515 Main #590, Houston, TX 77030	Sec 44-7	12/22/2009		No Show in Court	High Grass and Weeds	
Catherine Stell	3721 McKinney Ext, La Marque, TX 77568	Sec 44-7; Sec 35-1; Sec 35-14	10/6/2009		Reset for Trial/Fined	High Grass and Weeds; Trash; Trash no establish for pick up service	\$564.00
Christopher Taylor	911 Chestnut, La Marque, TX 77568	Sec 68-3; Sec 68-3; Sec 68-5; Sec 68-10; Sec 68-4	2/22/2010		No Show in Court	Faudulent device for water; Procuring service by fraud; Deface water/Sewer Property; Removing/Tampering with water meters; Turning Water on after Off	
Lois Sullivan	108 1/2 Porter, La Marque, TX 77568	HSC 365.012; Sec 14.283; Sec 35-14; Sec 44-7	2/22/2009		Filed in Court	Illegal Dumping ; Dilapidated Interior Walls; Unlawful Deposits; High Grass and Weeds.	
William E. Lacroy	1919 Oaklawn Dr., La Marque, TX 77568	HSC 365.012; USE IBC 2003 Sec 115; MSS Sec 14-283; Sec 44-7	12/22/2009		Reset for Trial	Illegal Dumping; Unsafe Structure; Substandard Structure; High Grass and Weeds.	
Raul M. Mancera	424 South Bender 701, Humble, TX 77338	Sec 14-191	3/3/2010		Filed in Court	Performing plumbing work without a License	
Rainbow Missionary Baptist Church	325 Pineapple St., Texas City, TX 77591	IPMC 2003 - Sec 301.2; Sec 41-20©	2/10/2010		Reset for Trial	Dwelling shall keep it clean safe and sanitary; Rec Vehicles shall not be allowed for temp. occu.	
Davis B. Sellers	1002 Roosevelt, La Marque, TX 77568				Jury Trial	High Grass and weeds and is unsecured.	\$2,086.00
William R. Wyly	28001 I-45, La Marque, TX 77568				No Show in Court	High Grass and Weeds	
Namon & Bobbie Jean	2027 Rosalee, La Marque, TX 77568				Reset For Trial	Trash on Property; Illegal Dumping	
Willie Patterson	Rosalee Lot 8, La Marque, TX 77568	Sec 44-7	3/23/2010		No Show in Court	High Grass and Weeds	
David Taylor	1908 Bellview, La Marque, TX 77568	Sec 44-7	2/1/2010		No Show in Court	High Grass and Weeds	
Charles E. Cannon	2514 Bellview, La Marque, TX 7568	Sec44-7	2/6/2010		No Show in Court	High Grass and Weeds	
James Montgomery	2604 Bellview, La Marque, TX 77568	Sec 44-7; Sec 35-14	1/6/2010		Fined	High Grass and Weeds; Unlawful Deposits.	\$264.00

Timothy L. McCoy	605 Cedar, La Marque, TX 77568	Sec44-7	1/6/2010		No Show in Court	High Grass and Weeds	
Bobbie J. Burgeois	2027 Rosalee, La Marque, TX 77568				Reset for Trial	Unlawful Deposits	
Sandra Ogarte	827 Cedar, La Marque, TX 77568	Sec 44-113	4/23/2010		Filed in Court	Junked vehicle	
Timothy L. McCoy	605 Cedar, La Marque, TX 77568	Sec44-7	4/23/2010		Filed in Court	High Grass; Security	
Ronald D. Dopson	431 Pear, La Marque, TX 77568	Sec 14-283; Sec 4-7; Sec 44-115	4/30/2010		Filed in Court	Substandard Structure; High Grass; Junked Vehicle	
Oak Street Apts LLC	10722 Filey, Houston, TX	Sec 35-10	2/9/2010		Filed in Court	Screening of commercial containers	
Dan Carroll	P.O. Box 1003, Texas City, 77592	Sec 44-113	3/23/2010		Filed in Court	Junked Vehicle	
Dan Carroll	P.O. Box 1003, Texas City, 77592	Sec 44-113	3/23/2010		Filed in Court	Junked Vehicle	
George Wood	29 Ellis Road, League city, TX, 77573	Section 35-1, Section 35-14	3/31/2010		Filed in Court	Unlawful Deposits	
Sam Vasquez	P.O. Box 2276, Galveston, TX 77553	IBC03-115, Sec 14-283, FC 311.2, Sec 44-24	8/3/2010		Filed in Court	Graffiti, security, unsafe structures, maintain substandard structures	\$1,128.00
George Wood	29 Ellis Road, League city, TX, 77573	Sec 35-14	11/3/2010		Filed in Court	Unlawful Deposits	\$164.00
Henry Sukal	2515 20th St. N., Texas City, TX 77590	Sec 35-9, Sec 35-14, HS Sect. 365.012	3/16/2010		Filed in Court	Accumulate Garbage, unlawful deposits, illegal dumping	
Michael E. Barker	419 Robbie, La Marque, TX 77568	Sec 14.283(a), HS Sect.365.012, Sec. 44-3	11/3/2010		Fined	Maintained Substandard Structure, Illegal Dumping, Airtight Containers	\$2,320.00
Frank America	930 Orange, La Marque, TX 77568	Sec 44-7	8/18/2010		No Show in Court	High Grass And Weeds	
Kevin Ray Lee	La Marque High School, Corner of Bayou and FM 1765	Section 14-71, Section 14-65, Section 14-66	unknown		Fined	Req. to be Licensed Electrician, Electrical needs inspections, Bridging Electrical Work	\$364.00
Cheryl D. Lane	1005 Pirtle, La Mrque, TX 77568	Section 14-456, Section 14-457, Section 44-7, Section 35-14	6/1/2010		Dismissed	Dilapidated Interior Walls, High Grass And Weeds, Unlawful Deposits, Unsecured Property, Display of Street Addresses on BLDG, Placement of numbers	
Beverly Davis	1002 Roosevelt, La Marque, TX 77568	Section 44-7, Section 35-14,	Unknown		Dismissed	High Grass and Weeds, Unlawful Deposits, Unsecured Property	
Jaqueline A. Patrick	2607 S. Houston Dr., La Marque, TX 77568	IPMC03 307.1, Section 35-1, Section 14.283, IPMC03 304.4, Section 44-7, IPMC03 304.7, IPMC03 301.2, FC Sect. 311.2, IPMC03 302.1	5/25/2010		Filed in Court	High Grass and Weeds, Maintained substandard structure	
Theodore B. Skelton	301 Hillcrest Dr., Hemphill, TX 75948	Section 44-7, Section 35-9	3/31/2010		Filed in Court	High Grass and Weeds	
Trilby Townsend Skelton	301 Hillcrest Dr., Hemphill, TX 75948	Section 44-7, Section 35-9	3/31/2010		Filed in Court	High Grass and Weeds	
Jan Kimling	214 Avenue B, La Marque, TX 77568	Sec. 44-7, IPMC03 304.7	11/16/2010		Filed in Court Reset for April	High Grass and Weeds, Maintain substandard structure	
Natividad C. Ruiz	821 Lilac St., La Marque, TX 77568	Sec 14-21	12/6/2010		Filed in court on 1-19-2011 reset for variance	Failed to pull a permit	
Henry Sukal	2515 20th St. N., Texas City, TX 77590	HS Sect. 365.012	1/10/2011		Filed in court on 1-20-2011	Illegal dumping	\$364.00
Phillip Sukal	2515 20th St. N., Texas City, TX 77590	HS Sect. 365.012	1/10/2011		Filed in court on 1-20-2011	Illegal dumping	
Maria Sehnert	2 Pine Bluff St., La Porte, TX 77571	HS Sect. 365.012	1/10/2011		Filed in court on 1-20-2011	Illegal dumping	
Dianna M. Soileau	312 18th Ave. North, Texas City, TX 77590	HS Sect. 365.012	1/10/2011		Filed in court 1-20-2011	Illegal dumping	

Jiceward Minix	8001 Diamond Oak, Texas City, TX 77590	Section 44-7	9/10/2010		Filed in court on 1-24-2011 Dismissed	,grass has been mowed and Dismissed in court, complaint closed	
Albert C. Ruben Jr	1403 Melody Ln, La Marque, Tx 77568	Section 44-7	11/30/2010		Filed in court on 2-1-2011	high grass and weeds	
Anderson H. Whittington	3048 Cedar, La Marque, TX 77568	sectinn 44-115, sec 35-14	12/6/2010		Filed in court on 2-3-2011	junk vehicles as a public nuisance, unlawful deposits	
David A. Branch	603 Sunset Lane, La Marque, TX 77568		12/22/2010		Filed in Court		\$564.00
Dorothy Louisa Farmer	1111 E. Layman, La Marque, TX 77568	IPMC03 Sec. 302.8, Sec 44-115(a)	12/7/2010		Filed in court on 2-17-2011	junk vehicles as a public nuisance	

CITY CLERK

CITY OF LA MARQUE

INTER – DEPARTMENTAL OFFICE COMMUNICATION

To: Mayor Sam, Mayor Pro-Tem Bell, and Councilmember Trube
Mr. Gage, City Manager

From: Carolyn E. Anderson, City Clerk *Carolyn*

Date: February 22, 2011

Re: Monthly Report - February

Municode Update:

A City of La Marque purchase order has been issued to Municode to start updating the ordinances online and to begin codification of those updates into the City of La Marque Charter books. This process will bring the website current from 2008 forward. I have attached a sample of the City of La Marque home page on the Municode site. (<http://library.municode.com>)

Continuing Education:

Enrolled - TMCCP – Course 1

**CODE OF ORDINANCES
LA MARQUE, TEXAS**

**Codified through
Ordinance No. 995, enacted Feb. 25, 2008.
(Supplement No. 3)**

La Marque, TX
1111 Bayou Rd.
La Marque, TX 77568
(409)938-9202
www.ci.la-marque.tx.us

The listing below includes all legislation received by Municipal Code since the last update (printed or electronic) to the Code of Ordinances. This legislation has been enacted, but has not yet been codified.

Legislation	Date	Description
Ordinance No. 998	6/23/2008	An Ordinance Amending Chapter 44, Miscellaneous Offenses and Provisions, Ar...
Ordinance No. 999	6/23/2008	An Ordinance Changing the Zoning Classification
Ordinance No. 1000	6/23/2008	An Ordinance Amending Chapter 14, Buildings and Building Regulations, Artic...
Ordinance No. 1001	6/23/2008	An Ordinance Finding the Existing Natural Gas Distribution Rates of Centerp...
Ordinance No. 1002	7/28/2008	An Ordinance Changing a Zoning Classification
Ordinance No. 1003	7/28/2008	An Ordinance Approving a Settlement Agreement between the Gulf Coast Coalit...
Ordinance No. 1004	7/28/2008	An Ordinance Amending Chapter 2, Article IV, Purchasing, Section 185, Autho...
Ordinance No. 1005	8/11/2008	An Ordinance Repealing Chapter 11, Bicycles
Ordinance No. 1006	8/25/2008	An Ordinance Changing the Zoning Classification
Ordinance No. 1007	9/8/2008	An Ordinance Amending Chapter 29, Fire Prevention and Emergency Services, A...
Ordinance No. 1008	9/8/2008	An Ordinance Amending Appendix A, Schedule of Fees and Charges, Prescribed ...

Ordinance No. 1009	9/22/2008	An Ordinance Levying Ad Valorem Taxes
Ordinance No. 1010	9/22/2008	An Ordinance Amending Chapter 35, Garbage, Rubbish and Rubble, Section 35-8...
Ordinance No. 1011	9/22/2008	An Ordinance Amending Chapter 29, Article II, Fire Marshall, Section 29-41,...
Ordinance No. 1012	10/13/2008	An Ordinance Approving an Electric Power Contract with the Cities Aggregati...
Ordinance No. 1013	11/10/2008	An Ordinance Amending Chapter 30, Adding a New Chapter 30, Citizen Notifica...
Ordinance No. 1014	11/10/2008	An Ordinance Amending the Classification and Salary Plan
Ordinance No. 1015	11/10/2008	An Ordinance Amending Chapter 26, Emergency Management by Adding a New Sect...
Ordinance No. 1016	2/9/2009	An Ordinance Amending Chapter 14, Building and Building Regulations by Addi...
Ordinance No. 1017	2/23/2009	An Ordinance Amending Chapter 17, Article III, Section 17-60, Amusement Red...
Ordinance No. 1020	2/23/2009	An Ordinance Amending Chapter 29, Fire Prevention and Emergency Services, A...
Ordinance No. 1021	3/23/2009	An Ordinance Amending Chapter 44, Miscellaneous Offenses and Provisions, Ad...

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.

ORDINANCE NO. 1040

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, ESTABLISHING RULES AND REGULATIONS IN CITY PARKS RELATING TO CITY PARK HOURS, GLASS CONTAINERS, RESTRICTIONS ON THE USE OF MOTOR, OFF-ROAD VEHICLES, ALL-TERRAIN VEHICLES, DIRT BIKES, DRIVING OF VEHICLES ON GRASS, SPEED LIMITS AND THE USE OF FIREARMS, AND SETTING PENALTIES FOR VIOLATIONS.

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

SECTION ONE:

That Sec. 44-18, Glass Containers Prohibited in City Parks, is hereby amended to read as follows:

“Sec. 44-18. Glass Containers Prohibited in City Parks

(a) It shall be unlawful for any person to have, use, or possess glass containers in any park owned or controlled by the city of La Marque, Texas.

(b) Any person violating the terms of this section shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00.”

SECTION TWO:

That Sec. 44-19 (b), City Park Hours, is hereby amended to read as follows:

“(b) Any person violating the terms of this section shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00.”

SECTION THREE:

That Sec. 44-20 (c) and (e), Regulations for Use of County-Owned Parks, are hereby amended to read as follows:

“(c) *Motor Vehicles; Speed Limit.* All motorized vehicles other than County equipment or contractors’ vehicles in the employ of the County shall be restricted to paved surfaces or designated areas, and it shall be unlawful for any person to operate any motor vehicle in any County park within the City of La Marque off the road, except in designated areas provided for vehicular traffic. Speed limit for vehicular traffic shall be 15 miles per hour and no person shall operate a vehicle at a speed greater than 15 miles per hour in a County park within the corporate limits of La Marque, Texas.

(e) *Penalty.* Any person violating the provisions of this section shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$500.00.”

SECTION FOUR:

That the Code of Ordinances, City of La Marque, Texas, is hereby amended by adding a section, to be numbered Sec. 44-20A, which said section reads as follows:

“Sec. 44-20A. Regulations for Use of City Parks.

(a) All motorized vehicles other than City equipment or contractors’ vehicles in the employ of the City shall be restricted to paved surfaces or designated areas, and it shall be unlawful for any person to operate any motor vehicle in any city park in the City of La Marque off the road, except in designated areas provided for vehicular traffic. The speed limit for vehicular traffic shall be 15 miles per hour and no person shall operate a vehicle at a speed greater than 15 miles per hour in a City park within the corporate limits of La Marque, Texas.

(b) It shall be unlawful for any person to operate an off-road vehicle, all-terrain vehicle or dirt bike in a city park.

(c) It shall be unlawful for any person to possess a firearm, as the term is defined by state law, in a city park.

(d) Any person violating the terms of this section shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00.”

SECTION FIVE:

That Sec. 44-21, Restriction on Motors in City Park Waters, is hereby amended to read as follows:

“Section. 44-21. Restriction on Motors in City Park Waters.

(a) It shall be unlawful for any person to have, use, or possess boat motors of any kind except battery-powered motors of 75 pounds of thrust or less in any park waters owned or controlled by the City, except Highland Bayou along Mahan Park.

(b) Any person who violates the terms of this section shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00.”

PASSED AND APPROVED on first reading this ____ day of _____, 2011.

PASSED AND APPROVED on second and final reading this the ____ day of _____, 2011.

Geraldine Sam, Mayor
City of La Marque, Texas

ATTEST:

Carolyn E. Anderson, City Clerk

AGREEMENT BETWEEN THE CITY OF LA MARQUE



AND THE LA MARQUE POLICE ASSOCIATION



OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

ARTICLE I

DEFINITIONS

- A. "*Agreement*" means the Collective Bargaining Agreement negotiated by and between the City and the Association.
- B. "*Association*" means the La Marque Police Association.
- C. "*Base Pay*" means the base hourly rate as established in Article XI, Section 1.
- D. "*Board of Directors*" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-laws of the Association.
- E. "*Chief*" means the Chief of Police of the City of La Marque, Texas.
- F. "*City*" means the City of La Marque, Texas.
- G. "*City Manager*" means the City Manager of the City of La Marque, Texas.
- H. "*Department*" means the Police Department of the City of La Marque, Texas.
- I. "*Disciplinary Action*" means suspension of up to fifteen (15) days, indefinite suspension (termination), and demotion in rank.
- J. "*Officer*" means any sworn full-time paid Police Officer employed in the Police Department of the City of La Marque with the exception of the Chief of Police, and the one position further identified in Article III, Recognition - Section 1, and Article 29, Promotions - Section III, Exempt Position. Wherever the word "he" is used in this Agreement, the term is intended to cover both male and female Officers covered by this Agreement. In this Agreement, the words "Officer" and "employee" are interchangeable when referring to sworn employees of the La Marque Police Department.
- K. "*Grievance/Dispute*" is defined as a disagreement involving the interpretation, application, or alleged violations of any provision of this Agreement.
- L. "*Immediate Family*" shall be defined in the specific articles in which reference to this term is found.
- M. "*Layoff*" means a termination of employment resulting from a reduction in force.

- N. "*Promotion*" means advancement from a lower rank to a higher rank within the department.
- O. "*Regular Pay*" means the total salary or wages paid to an Officer, exclusive of overtime pay, but including longevity pay, certification or incentive pay, and any other supplemental pay provided to the Officer on a recurring basis.
- P. "*Strike*" means whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to: "slowdowns," "sickouts," "blue flue," ticket blitzes and the intentional failure to make arrests, to perform other usual and customary duties, including traffic enforcement), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
- Q. ***PRE-EMPTION OF CHAPTER 143.*** To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE II

PUPPOSE OF AGREEMENT (or Preamble)

SECTION I

This agreement is made and entered into by and between the City of La Marque, a municipal corporation domiciled in the State of Texas, herein referred to as the "Employer", and the La Marque Police Association, hereinafter referred to as the "Association", in accordance with the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION II

The general purpose of this Agreement is to promote the mutual interests of the Employer and the Association; provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other conditions of employment, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

SECTION III

The Employer and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

ARTICLE III

RECOGNITION

SECTION I

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all paid, full-time sworn Police Officers except the Chief and one (1) single position, above the Rank of Lieutenant, directly below the rank of Chief of Police as referred to in Article 29, Promotions.

SECTION II

The Association recognizes that those persons duly appointed by the City Council have been authorized as the sole and exclusive negotiators of a contract subject to the approval of the City Council.

ARTICLE IV

DURATION OF AGREEMENT

SECTION I

This agreement shall be effective as of October 1, 2010, and shall remain in full force and effect through midnight, September 30, 2011. Effective for the contract year 2010-2011 the Association shall be entitled to request reopening the Collective Bargaining Negotiations for Wages only, by providing notice as required in Article 4, Section 2 of this Agreement. If a new agreement has not been reached by September 30, 2011, then this Agreement shall automatically be extended until a new agreement is executed, but in no event shall this Agreement extend beyond midnight December 31, 2011.

SECTION II

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written notice of request for collective bargaining on the Employer at least one hundred and twenty (120) days prior to the expiration of this Agreement.

SECTION III

The Employer and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

ARTICLE V

MAINTENANCE OF STANDARDS

SECTION I

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement.

SECTION II

Privileges may be granted or revoked at the sole direction of Management. Revocation may occur at any time that Management determines that the normal operations of the Department are adversely affected by the privilege.

For purposes of this Article, "Privileges" are defined as any on-the-job special consideration enabled by Management to an Officer, or Officers, that is not directly related to the carrying out of the basic police function.

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE VI

NO STRIKE CLAUSE

SECTION I

The Association and Officers shall not: (1) cause, counsel, or permit its members to strike as defined in Article I (P), slow down, disrupt, impede or otherwise impair the functions of the Department; (2) refuse to cross any picket line by whomever established; (3) engage in blue flu, ticket blitzes, or slowdowns; or (4) refuse to perform other usual and customary duties, including traffic enforcement, where such refusal would interfere with or impede the performance of the employee's duties as a Police Officer. The City shall not lock out any officers.

SECTION II

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE VII

NON-DISCRIMINATION

SECTION I

The Employer and the Association agree that the provisions of this Agreement shall be applied to all Officers within the bargaining unit without regard to affiliation or membership or non-membership in the Association, and neither party shall interfere with, restrain, or coerce Officers in the exercise of rights granted in this Agreement.

SECTION II

Membership in the Association is voluntary. Each Officer has the right to join and maintain membership in the Association, and the Officer likewise has the right to refrain from joining or to withdraw from membership in the Association as he/she sees fit. Neither the Association nor the Employer shall exert any pressure against any Officer covered by this Agreement in regard to such matters.

SECTION III

The Employer agrees that it will not dominate, interfere, assist in the formation, existence or administration or contribute financial support to any employee organization that can possibly be certified under the Texas Local Government Code, Chapter 174, as an exclusive bargaining representative. Neither the City nor the Association shall discriminate against any Officer covered by this agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, disability, or veteran's status.

The Employer agrees that it will not encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training, or other terms or conditions of employment.

SECTION IV

The Employer agrees that no Officer shall be discharged or otherwise discriminated against due to the filing of an affidavit, petition, grievance, or complaint; or the giving of any information or testimony alleging violations of this Agreement; or because the officer has formed, joined, or chosen to be represented by any employee organization.

ARTICLE VIII

ASSOCIATION ACTIVITIES

SECTION I

Within five (5) working days of the execution of this Agreement; the Association shall furnish to the Employer a list of those Officers authorized by the Association to administer this Contract on its behalf. The Association shall notify the Employer in writing of subsequent changes within five (5) working days.

SECTION II

No more than two (2) of those authorized in Section I shall have the right when off duty to visit the premises of the Police Department for the purpose of administering this Agreement. When on duty, one (1) of those persons authorized in Section I, per shift, shall be granted reasonable time without loss of pay to investigate and settle grievances arising from this contract. Such investigations shall be conducted so as not to interfere with the efficient functioning of the department.

SECTION III

The Association's negotiating team, not to exceed three (3) members, shall be permitted, without loss of pay, to attend negotiating sessions with City representatives, when such sessions are scheduled during working hours, Members of the Association's negotiating team shall not be paid to attend negotiating sessions with City representatives when such sessions are scheduled during non-work time; however, the negotiating team member may elect to be relieved from duty up to four (4) hours early and use his sick leave to rest prior to a bargaining session scheduled on his off-duty time.

SECTION IV

One (1) of the Officers identified in Section I of this Article, may speak at shift roll call meetings to impart information about Association business for a period not to exceed five (5) minutes. The Officer shall provide at least one (1) day's notice to the shift supervisor that he/she intends to speak, and as to the subject matter to be discussed. Such appearances may not be made more than once per month, unless the Chief approves more frequent appearances.

ARTICLE IX

RIGHTS OF MANAGEMENT

SECTION I

Subject to the terms of this Agreement, the Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities. The Employer retains all power and authority which has not been explicitly abridged, delegated, granted or modified by this Agreement.

SECTION II

Except as may be limited by this Agreement, the Employer retains all rights in accordance with the Constitution, the laws of the State of Texas, the Charter of the municipality, and the responsibilities and duties contained in the ordinances and regulations promulgated thereunder, including by way of illustration and not limited to the following rights:

1. To determine Police Department policy, including the rights to manage the affairs of the Police Department in all respects, except as stated above;
2. To assign working hours, including overtime;
3. To direct the members of the Police Department, including the rights to hire, terminate, suspend, discipline, promote or transfer any Officer;
4. To determine the health, safety and property protection measures for the Department;
5. To allocate and assign work to Officers within the Department, and to determine the methods, processes, and manner in which Officers will perform work;
6. To establish and implement work performance measurements and standards for all Officers in the Department;
7. To utilize civilian personnel in the Department to perform those duties not customarily recognized by the professional police community as requiring licensed Police Officers to perform; by example and not intended to be all inclusive, secretarial, clerical, dispatch, meter checker or jailer;

8. To allocate and assign supplies and equipment to Officers;
9. To determine the specifications and quantity of all supplies, materials and equipment to be acquired by the Department.
10. To be the sole judge of the qualifications and fitness of applicants;
11. To schedule Departmental operations and, consistent with applicable state statutes and the Fair Labor Standards Act, to determine the number and duration of hours assigned duty per week;
12. To establish and enforce Departmental rules, regulations and orders;
13. To introduce new, improved or different methods and techniques of operations of the Department, or change existing methods or techniques;
14. To determine the amount of supervision necessary;
15. To take whatever actions may be deemed reasonably necessary to carry out the mission of the Department in situations of emergency; and
16. To control the Departmental budget.

SECTION III

It is agreed that the management rights as set forth in this Article shall not be exercised in an arbitrary, capricious or discriminatory manner.

SECTION IV

If in the sole discretion of the City Council or City Manager, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, hurricanes, floods or other similar catastrophes, the provisions of the Agreement may be suspended by the Mayor or the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor or City Manager shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Association.

ARTICLE X

PAYROLL DEDUCTION OF DUES

SECTION I

The Employer agrees to deduct, once each month, dues in an amount authorized by the employee, from the pay of Officers who individually request, in writing, that such deduction be made. Such dues payment shall be made to the Association.

The authorization shall provide that the deduction shall remain in full force and effect until terminated, in writing, by the Officer. The authorization form shall also authorize the City, without further authorization from the officer, to change the amount of the deduction for Association dues to the amount specified in a written notice of Association dues change provided to the City by the Association. The City shall begin making deductions in that amount within thirty (30) days of receipt of written notice. The amount of this deduction shall not be changed more than one (1) time in a twelve (12) month period.

SECTION II

The deduction authorization is completely voluntary, and may be terminated by the Officer in writing at any time. The City shall provide a list of those from whom dues were deducted each month when payment is made to the Association.

SECTION III

The Association shall indemnify the Employer, and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by any reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

SECTION IV

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XI

SALARIES

SECTION I

BASE SALARIES FOR 2008-2010. Effective October 1, 2008, base salaries shall be paid in accordance with the following schedule:

POLICE OFFICER		
STEP	STATUS	RATE/HOURLY
A	1 Year in Rank	\$18.421
B	After 1 Year in Rank	\$19.705
C	After 3 Years in Rank	\$21.135
D	After 5 Years in Rank	\$21.881
E	After 7 Years in Rank	\$22.694
F	After 10 Years in Rank	\$23.539
G	After 11 Years in Rank	\$24.127

In order for a probationary Officer to be eligible for a step increase, the officer must have actually worked twelve (12) months in the preceding step.

SERGEANT		
STEP	STATUS	RATE/HOURLY
A	First 3 Years in Rank	\$23.782
B	After 3 Years in Rank	\$26.219
C	After 5 Years in Rank	\$26.919
D	After 7 Years in Rank	\$27.535
E	After 10 Years in Rank	\$29.338
F	After 11 Years in Rank	\$30.071

LIEUTENANT		
STEP	STATUS	RATE/HOURLY
A	First 2 Years in Rank	\$29.582
B	After 2 Years in Rank	\$32.033

Effective April 1, 2009, base salaries shall be paid in accordance with the following schedule:

POLICE OFFICER		
STEP	STATUS	RATE/HOURLY
A	1 Year in Rank	\$18.421
B	After 1 Year in Rank	\$19.705
C	After 3 Years in Rank	\$21.135
D	After 5 Years in Rank	\$21.881
E	After 7 Years in Rank	\$22.694
F	After 10 Years in Rank	\$24.127
G	After 15 Years in Rank	\$25.333
H	After 20 Years in Rank	\$26.596

In order for a probationary Officer to be eligible for a step increase, the officer must have actually worked twelve (12) months in the preceding step.

SERGEANT		
STEP	STATUS	RATE/HOURLY
A	First 3 Years in Rank	\$26.219
B	After 3 Years in Rank	\$27.535
C	After 5 Years in Rank	\$30.071

LIEUTENANT		
STEP	STATUS	RATE/HOURLY
A	First 2 Years in Rank	\$29.582
B	After 2 Years in Rank	\$32.033

In the event the City Council grants a higher percentage Cost-of-Living wage increase to all non-collective bargaining employees or other collective bargaining groups for fiscal year 2008-09, then the wage rates specified shall be increased to reflect that same percentage.

In order for a probationary Officer to be eligible for a step increase the Officer must have actually worked twelve (12) months in the preceding step. Any Officer who is off work with or without pay for a period of more than two (2) weeks shall have his step raise delayed until he has actually worked for twelve (12) months at the step below.

SECTION II

LATERAL TRANSFER. An Officer hired under the Lateral Transfer Program with five (5) to ten (10) years experience as a Texas Peace Officer will receive a starting pay equal to STEP C of a Police Officer, after one (1) year in rank STEP D, after three (3) years in rank STEP E, after five (5) years in rank STEP F and after 7 years in rank STEP G.

An Officer hired under the Lateral Transfer Program with more than ten (10) years experience as a Texas Peace Officer will receive a starting pay equal STEP D of a Police Officer, after one (1) year in rank STEP E, after three (3) years in rank STEP F and after five (5) years in rank STEP G.

SECTION III

CERTIFICATION PAY. Officers who acquire Certificates issued by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) shall be paid the additional amount for the one highest Certificate as specified below:

Intermediate Certification	\$ 55.00 per month
Advanced Certification	\$110.00 per month
Masters Certification	\$135.00 per month

SECTION IV

EDUCATION PAY. Officers who obtain the degree of Associate, Bachelors or Masters at an accredited college or junior college will be paid, in addition to Certification Pay, the additional amount for the one highest degree as specified below:

Associates Degree	\$ 55.00 per month
Bachelors Degree	\$110.00 per month
Masters Degree	\$135.00 per month

SECTION V

SHIFT DIFFERENTIAL PAY. Officers who work the evening shift, from 2:00 p.m. to 10:00 p.m., shall receive shift differential pay of twenty-five cents (\$.25) per hour, and Officers who work the midnight shift, from 10:00 p.m. to 6:00 a.m., shall receive shift differential pay of fifty cents (\$.50) per hour. Shift differential pay shall be in addition to all other pay.

Shift differential pay is to be applied to any Officer whose work schedule falls within both of the above shift periods, by compensating such Officer with the amount of

shift differential pay that is applicable to that particular shift within which the work is actually performed for the hours worked within such shift.

Shift differential pay is to be paid only for actual hours in which the Officer is physically present on the job and shall not apply to any paid leave time.

Shift differential pay shall not apply to call-back. Call-back pay shall be paid pursuant to the call-back provisions in this Agreement.

Whenever an Officer's work is extended beyond the hours of the shift to which he/she is assigned, the Officer shall be paid for the amount of time worked in the next shift at the same shift differential rate that applies to the shift that the Officer is scheduled to work.

SECTION VI

LONGEVITY PAY. The Employer shall provide pay to the Officer, in addition to all other compensation, six dollars (\$6.00) per month for each year of service completed with the City of La Marque. The payment shall be paid by the Employer in the same manner as it is paid to all other City employees. When the Officer terminates employment, payment shall be made for the amount of longevity earned based on the amount of months of service completed for which the Officer has not been compensated.

SECTION VII

FIELD TRAINING OFFICER PAY. An officer with at least one year and who has obtained the rank of Patrol Officer in the La Marque Police Department, shall be selected as Field Training Officer for each patrol shift by the Chief of Police, after receiving recommendation from a board consisting of all patrol supervisors. Those selected and not previously certified, shall be scheduled for TCLEOSE certified FTO training. After successful completion of training, each Officer shall serve for one (1) year and shall receive one dollar (\$1.00) per hour, in addition to the base rate, for all time spent functioning as a Training Officer. Each Officer selected will not be eligible to act as a Field Training Officer unless he/she has been through a certification course approved by TCLEOSE.

SECTION VIII

TEMPORARY DUTY IN HIGHER CLASSIFICATION. The Chief may designate an Officer from the next lower rank to temporarily fill a position in a higher classification. If such assignment is for a full shift (eight hours or longer) the Officer shall receive one dollar (\$1.00) per hour in addition to the base rate, or the Sergeant's classification pay,

whichever is lower. Such temporary assignments shall not exceed thirty (30) consecutive days.

SECTION IX

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 of any other statute, executive order, local ordinance, or rule, this agreement shall supersede such provisions.

ARTICLE XII

COMPENSATORY TIME/OVERTIME

SECTION I

All hours worked outside an Officer's regular full-time schedule shall be deemed overtime, and shall be compensated on the basis of time and one-half the Officer's regular rate of pay, either in salary or in compensatory time. Each Officer may elect which method of compensation is preferred for each instance of overtime worked.

SECTION II

An Officer may elect to receive compensatory time in lieu of overtime pay to an accumulated maximum of 180 hours. If at any time the Officer's accumulated compensatory time balance exceeds 180 hours, he/she agrees to utilize any earned compensatory time within 45 days until the balance of accumulated compensatory time is less than 120 hours. If at any time the Officer's accumulated compensatory time balance is over 180 hours, he/she must be paid for overtime worked. The Chief may request those wishing to receive compensatory time or paid overtime, depending on the need of the specific program or project, to have first choice in working overtime.

SECTION III

The cap of 180 hours specified in Section II above may be exceeded upon approval of the Chief whenever a special program is being utilized where overtime pay is not provided.

SECTION IV

An Officer shall be entitled to pay for all unused, accrued compensatory time upon termination of employment from the City.

SECTION V

Whenever overtime work is required that extends beyond the assigned shift of those Officers already on duty, such Officers shall be given first opportunity to volunteer to work overtime. If additional personnel for overtime work are needed, or in the case of a lack of volunteers from the preceding shift, volunteers from the shift following the

lacking shift will be given the opportunity. Otherwise, Officers will be subject to a call, but may still decline to volunteer.

Overtime assignments shall be made by the Chief or his designee. After the above fails, then when possible, overtime work will first be filled by volunteers. Such volunteers shall be selected by rotation on list compiled alphabetically.

Each Officer who works or turns down voluntary overtime or has signed up not to be called shall have his/her name placed at the bottom of the list. The management representative will make a reasonable effort to contact each person whose name is next on the list in each instance.

If an Officer cannot be contacted, the officer's name shall be placed at the bottom of the list. If no volunteer accepts the assignment, the management representative may designate a person to work the overtime assignment.

In no instance will an Officer be allowed to work more than sixteen (16) continuous hours, unless it is an emergency declared by Management. When possible, overtime shall be limited to twelve (12) continuous hours so long as it does not require non-voluntary overtime. Management will take into consideration any extra activity and amount of rest an Officer has had in the past twenty-four (24) hours before making that assignment.

SECTION VI

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XIII

SHIFT CHANGE

SECTION I

CHANGE FOR ENTIRE SHIFT. Whenever the Employer implements a revised work schedule affecting all Officers in the Department, or in a division of the Department, notice of such change shall be posted on the Departmental bulletin board at least forty-five (45) calendar days in advance of the implementation date.

SECTION II

CHANGE FOR INDIVIDUAL OFFICER(S). Whenever assigned days off or hours of work for less than an entire unit are rescheduled, the affected Officer(s) shall be notified at least seven (7) calendar days in advance of the change. Prior notice shall not be required in emergency situations or in those cases where such notice would unduly disrupt the operations of the Department. An "emergency" in this Article is defined as a time when there are not enough Officers to adequately staff the shift. It is not a violation of the seven (7) day rule if the change is by mutual agreement.

SECTION III

It is agreed that required attendance in training classes, out-of-town trips to transport vehicles, or any other assignment which can be reasonably scheduled in advance do not constitute an emergency nor shall they be deemed unduly disruptive of Departmental operations for the purposes of interpreting this section.

SECTION IV

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XIV

CALL-BACK/STANDBY

SECTION I

Officers who are called back to scheduled duty from off duty shall be compensated for a minimum of two (2) hours pay at a straight time rate and Officers who are called back to unscheduled duty from off duty shall be compensated for a minimum of three (3) hours pay at a straight time rate, except in those cases where such call-back time exceeds the amount of hours worked in the Officer's regularly scheduled number of hours in a work week, in which case the pay for the time worked in excess of such hours shall be at time and one-half. Scheduled call-back is defined as 72 hours or more notice. Unscheduled call-back is defined as less than 72 hours notice. Call-back time includes court appearances.

SECTION II

STANDBY. Officers who are required to be on standby at a specific location during off-duty time in anticipation of any job-related matter, including a court appearance or any other legal hearing or proceeding, shall be compensated for at least one (1) hour at a rate of time and one-half. Whenever any such standby occurs immediately prior to or after the Officer's regular shift, the Officer shall be paid only for the actual time worked.

Any time spent for the purposes referenced herein within the normal duty time of the Officer shall be paid at straight time.

SECTION III

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XV

SENIORITY

SECTION I

DEFINITION. Seniority shall be the continued, non-interrupted length of service from last hiring date by an Officer in the Department. Time spent on military leave of absence in the armed forces of the United States, other authorized leaves, and time lost to duty-connected disability shall be included in length of service. Any Officer who is rehired begins his seniority anew with the latest date of hire.

SECTION II

APPLICABILITY TO VACATION ASSIGNMENTS. Seniority, regardless of rank or shift, and the time of earliest notice of intent to take vacation, are the determining factors in the assignment of vacation days. Notice may be given no more than twelve (12) months prior to the beginning of the requested vacation.

SECTION III

APPLICABILITY TO LAYOFF/RECALL. Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior and recall beginning with the most senior. In the event of a tie in the seniority of two or more Officers, the Officer who placed highest on the initial hiring list of the City shall be placed before the other(s) with whom he/she tied.

SECTION IV

APPLICABILITY TO CURRENT PERSONNEL. All Officers currently employed in the Department who were employed prior to October 1, 1994, who have previously been allowed combined seniority time shall retain any such combined service until he/she leaves the employment of the City.

SECTION V

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XVI

INSURANCE

The Employer agrees to pay 100% of the Officers cost for employee only health insurance, based upon the premium cost of the basic health insurance benefit plan offered to all employees, but not including any optional employee pay benefit plans offered by the City. The benefit levels and premiums for medical insurance for both Officer and dependent coverage shall be the same as is applied to other non-collective bargaining employees of the City of La Marque. The Employer agrees to provide the CLEAT Benefit Plan for Officers and dependents at no cost to the Officer. For all other insurance benefits, Officers shall be treated the same as other non-collective bargaining employees of the City.

ARTICLE XVII

VACATIONS

SECTION I

The city shall provide each Officer with vacation time based on the following schedule:

COMPELTED YEARS OF SERVICE	DAYS OF VACATION
1 through 5	10 days
6 through 10	15 days
11 through 20	20 days
21 and over	25 days

Accrual of vacation time shall be monthly, and shall commence upon the date of employment, however, vacation time shall not be taken until the appropriate anniversary date has been completed.

SECTION II

With the written approval of the City Manager, vacation may be carried forward for a period not to exceed one (1) anniversary year. At the time of approval of this contract, any Officer who has unused vacation time from prior years that was carried forward with proper approval shall retain all such vacation time.

At the discretion of the City, the City may pay an Officer covered by this Agreement for accrued vacation time in excess of 125% of the Officer's annual accrual.

SECTION III

Departmental seniority shall determine the preference to be given in the scheduling of vacations. Scheduling of vacations shall at all times be subject to departmental staffing requirements as determined by the Chief of Police.

SECTION IV

Upon separation from the City's employment, other than for a disciplinary termination which is upheld, an Officer shall be paid for unused vacation time which has been accrued to the date of termination.

SECTION V

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XVIII

HOLIDAYS

SECTION I

The following listing identifies the eleven (11) holidays provided under this Agreement, and the specific dates (where applicable) upon which observance is designated:

HOLIDAY	DESIGNATED DATE
New Year's Day	Jan. 1, 2011
Martin Luther King's Birthday	Jan. 17, 2011
Good Friday	April 22, 2011
Memorial Day	May 30, 2011
Independence Day	July 4, 2011
Labor Day	Sept. 5, 2011
Thanksgiving Day	Nov.24, 2011
Day after Thanksgiving Day	Nov. 25, 2011
Christmas Eve	Dec. 23, 2011
Christmas Day	Dec. 26, 2011
*Floating Holiday	

*The Floating Holiday may be taken at any time during the calendar year upon approval of the Chief.

SECTION II

For the purposes of this article, the holiday shall consist of a twenty-four (24) hour time span beginning at 12:00 a.m., and ending at 11:59 p.m., on the designated date. Only shifts beginning during the 24 hour time span shall be considered as holiday work.

SECTION III

Officers assigned to work within the designated hours on a holiday shall have the option of either accumulating eight (8) hours compensatory time or receiving eight (8) hours of pay for the time for the time worked. The rate of pay or compensatory time, for holiday work shall be time and one-half. If the Officer chooses to be paid, the pay shall be reflected within the Officer's next regular payroll check that is applicable to the time period within which the work was performed. If the Officer chooses to accumulate compensatory time, such time is to be taken (or compensated) in accordance with the provisions of the Article in this Agreement entitled "COMPENSATORY TIME/OVERTIME."

ARTICLE XIX

SICK AND INJURY LEAVE

Sick and injury leave issues shall be handled in accordance with Chapter 143 of the Texas Local Government Code, except as set out below.

SECTION I

On-duty injury benefits shall be provided pursuant to Chapter 143 of the Local Government Code. If the Officer's workers compensation claim is rejected on final appeal under the law, the officer shall be limited to the use of accumulated leave only, and shall not be eligible for injury leave pay. The City may retroactively change an Officer's use of injury leave to sick leave, where the on-the-job injury claim is rejected on final appeal. If the Officer does not have enough sick leave or vacation accumulated to substitute for the injury leave, the City may reduce future accruals of sick and vacation leave at a rate not to exceed fifty percent (50%) to make up the difference.

SECTION II

Sick leave shall accrue from the date of employment; however, sick leave shall not be used until after completion of six (6) months of employment with the City.

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

SECTION III

Officers who leave employment with the City for any reason other than a "just cause" termination shall be paid for up to seven hundred twenty (720) hours of accrued, unused sick leave at the time of separation.

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

SECTION IV

The Chief may authorize the use of accrued sick leave in cases of serious illness or injury of an Officer's spouse, child or parent which necessitates the Officer's personal care or attention.

SECTION V

The purpose of sick leave is to avert loss of earnings in the event of bona fide illness. While sick leave is an earned benefit, it is the responsibility of each Officer not to misuse or abuse this benefit. It is likewise the responsibility of the Employer to take appropriate steps or action against those Officers who abuse this benefit.

ARTICLE XX

FAMILY AND MEDICAL LEAVE ACT

Officers shall be entitled to the benefits described below provided under the Family and Medical Leave Act of 1993 (FMLA).

1. An Officer who has at least twelve (12) months of service with the City, and who has worked one thousand two hundred fifty hours (1,250) within the last twelve (12) months, shall be entitled to unpaid leave during any twelve (12) month period for:
 - a. The birth of a child
 - b. The adoption or undertaking of a foster care of a child. In this case, leave must be taken within twelve (12) months of the event.
 - c. The care of a spouse, son or daughter under eighteen (18) years of age, or a biological parent if such person has a "serious health condition." The term "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves inpatient care at hospitals or other medical facilities or the continuing treatment by a doctor or other health care provided.
 - d. A serious health condition of the Officer himself/herself that renders the Officer unable to perform the functions of the job. The officer shall be required to use any accrued and unused sick leave in this case as a part of the leave.
2. Officers requesting predictable leaves (adoption, birth, scheduled medical treatment) must give at least thirty (30) days advance notice. The City may put an Officer on FMLA leave, even if not requested by the Officer, where the Officer's condition or the condition of his family member qualifies as a "serious health condition." The City will notify the Officer when he has been placed on an FMLA leave.
3. Documentation of the circumstance necessitating the leave shall be required. The City may request a second opinion from a party of the employer's choice at the expense of the City.
4. Officers shall be allowed to return to the same or a comparable job following the leave, provided that the Officer is physically and mentally able to fully perform the job duties. The City may require a medical certification from the Officer or

his physician stating that the Officer is able to resume the performance of his/her usual and customary job duties.

5. Officers shall not accrue seniority or any other benefit while on this leave.
6. The City shall continue to maintain coverage under the applicable group health plan for the duration of the Officer's leave. The Officer must continue to pay any portion of the premium that is required by the Insurance Article in this agreement.
7. The Officer shall be required to take any accrued vacation or sick leave as a part of the leave.
8. The City shall require the Officer to report periodically on his/her status and intention to return to work.
9. The aggregate number of weeks shall be limited to twelve (12) when both the husband and wife are employed by the City.

ARTICLE XXI

DEATH IN FAMILY LEAVE

Officers shall be granted up to three (3) days off, with regular pay, due to a death in the immediate family. For purposes of this section, "Immediate Family" shall mean the Officer's spouse, child, parent, sibling, spouse of a child, parent of spouse, grandchild, grandparent, spouse of sibling, or any relative who is a member of the immediate household.

ARTICLE XXII

JURY DUTY

When an Officer is called to jury duty, he/she shall be compensated at his/her normal rate of pay (excluding overtime) regardless of money received for jury service. In order to receive such pay and benefits, the Officer must present his/her official notification of jury service to his/her immediate supervisor.

ARTICLE XXIII

MILITARY LEAVE

SECTION I

MILITARY LEAVE. An Officer who leaves his/her position for the purpose of entering the Armed Forces of the United States, or enters state service as a member of the Texas National Guard or Texas State Guard, or as a member of any of the reserve components of the Armed Forces of the United States shall, if discharged, separated or released from such active military service under honorable conditions, be restored to employment in the same position held at the time of induction, enlistment or orders to active Federal or State military duty or service, or to a position of like seniority, status and pay, if still physically and mentally qualified to perform the duties of such position.

The officer shall make written application for employment within ninety (90) days after discharge or release.

SECTION II

ANNUAL MILITARY TRAINING. An Officer shall be entitled to leave of absence without loss of time or efficiency rating or vacation time or salary on all days during which he or she shall be engaged in authorized training or duty ordered or authorized by proper authority, not to exceed fifteen (15) days in one calendar year.

SECTION III

Any Officer ordered to military leave, annual duty training or emergency call-up shall request such leave in advance and shall provide the City with a copy of the official orders.

SECTION IV

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXIV

RETIRMENT PLAN

Officers in the Police Department shall continue to participate in the Texas Municipal Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended, to the same extent and with the same City and Officer contributions as other City employees.

ARTICLE XXV

SAFETY AND EQUIPMENT

SECTION I

GENERAL. Within the City's available revenues, and balanced against the other demands upon such revenues, the City is committed to place a high priority on the acquisition and maintenance of such equipment. The safety of Officers and the public shall be the foremost consideration in the City's equipment maintenance program. Whenever an Officer determines the vehicle that has been designated for him/her to drive is not safe for operation, the Officer shall immediately notify his/her supervisor who shall provide an alternative vehicle. The vehicle shall then be examined and restored to safe condition. At the first opportunity thereafter, the Officer shall execute a report wherein the unsafe condition is described. Prior to returning the vehicle to service, a copy of a mechanic's work order addressing each unsafe condition note in the Officer's report shall be forwarded to the Sergeant's office. In addition, City shop will provide monthly vehicle maintenance reports to the Sergeant's office.

SECTION II

VEHICLES, COMMUNICATIONS EQUIPMENT AND UNIFORMS. Vehicles may be assigned on a take-home basis by the Chief or his designee whenever the interests of the Department, including assignments to those Officers who are regularly called to perform work outside of their regular work schedules, are best served by such assignments. Clear criteria for take-home car and radio assignments and off duty uniform use shall be developed by the City and posted on the Department's bulletin board.

The City and the Association, recognizing the benefit of uniformed police presence within the City, agree that it is in the interest of both the City and its Officers, to allow Officers who work extra jobs within the City limits of the City, to wear City of La Marque police uniforms. Recognizing that it is also in the interest of the City to create an environment of maximum safety for its officers, the City further agrees that Officers are authorized to use and monitor City issued police radios while working extra jobs within the City limits.

SECTION III

BULLET-PROOF VESTS. Bullet-proof vests shall be worn at the discretion of each individual Officer. The City shall purchase such vests and shall be fully reimbursed,

through payroll deduction, by the Officers to whom the vests are assigned within six months after the vest is received. Officers who separate from the City's employment before any monies owed to the City for a vest have been fully repaid to the City shall have the remaining amount owed deducted from his/her final pay. Payroll deductions shall start on the first appropriate pay period after the Officer has received the vest.

SECTION IV

PATROL CAR CAGES. All vehicles that are used to transport prisoners will be equipped with cages that provide a proper barrier between the Officer and the prisoner, and that protects the Officer from any bodily fluids that may be expelled at the Officer from the prisoner. The rear vision of the Officer shall not be unreasonably impaired by this equipment.

SECTION V

FLASHLIGHTS. Each police vehicle shall be equipped with a rechargeable flashlight.

SECTION VI

CLOTHING AND EQUIPMENT ALLOWANCE. Each Officer shall initially receive an issue of three complete sets of uniforms. Included will be three long sleeve and three short sleeve shirts, three pairs of uniform pants, one light uniform jacket and one tuffy jacket, a complete set of rain gear, one radio belt clip, one badge, P.D. insignias, name tag and identification holder.

Each Officer shall be entitled to have any of the above clothing and equipment replaced as needed for normal wear and tear, except that if lost or destroyed as a result of negligence or failure to follow written rules or procedures, the Officer may be required to replace such items.

Each Officer shall receive sixty-five dollars (\$65.00) monthly for uniform maintenance and cleaning, purchase of ammunition, purchase and maintenance of leather gear, and for maintenance of the service weapon.

Officers shall keep their clothing and equipment in good condition that results in a neat and professional appearance and properly functioning equipment.

SECTION VII

HEADGEAR. The wearing of headgear with the uniform shall be at the option of each Officer, except during formal functions such as funerals, etc.

SECTION VIII

FOOTWEAR. Uniformed Officers shall wear black military style lace-up dress shoes or black "Wellington" style boots while in uniform. Boots must have rubber grippers on the soles. Unless inappropriate due to specific duty assignment, Officers shall report for duty with clean and shined shoes.

SECTION XI

DUTY WEAPONS. The Chief shall determine the specifications for all on-duty firearms, and the weapon carried by each Officer must fully conform to such specifications.

The City shall purchase an approved firearm for each new Officer, upon the Officer's request, who does not have an approved weapon upon employment.

For Officers who have a minimum of two (2) years of service with the Department, the City may at its discretion purchase a firearm approved by the Chief of on-duty use. The amount paid by the City toward the purchase of a firearm shall not exceed five hundred dollars (\$500.00). Only one such purchase shall be allowed per Officer within a three (3) year period.

In either case, the requesting Officer shall provide the Chief with an executed Payroll Deduction Authorization form provided by the City prior to the purchase, and the City shall be fully reimbursed, through payroll deduction by the Officer.

If an Officer separates from the City's employment before the City has been fully reimbursed, the amount still owed shall be deducted from any monies owed to the terminating Officer by the City. In the event that a terminating Officer's final pay is insufficient to enable the City to recover the remaining amount due, the Officer shall either pay the City the entire balance owed, or shall turn in the firearm to the Chief of Police. Payroll deduction shall begin with the first appropriate pay period after the Officer has received the firearm, and the City shall be reimbursed for the entire amount within ten (10) months from the date of purchase.

SECTION X

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

5.14 It is agreed and understood that any work requested by the parties to this agreement shall be performed under the terms of the Agreement and that all parties are considered independent contractors. Each party is interested only in the results obtained hereunder and has the general right of inspection and supervision in order to secure the satisfactory completion of the work. Neither party shall have control over the other party with respect to its hours, times, employment, or the like. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Furthermore, the parties to this Agreement warrant that all obligations imposed on them by this Agreement shall be performed with due diligence in a safe, competent, workmanlike manner and in compliance with any and all applicable statutes, rules and regulations. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either expressly or impliedly, a joint venture or partnership.

5.15 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same Agreement. In the event that a comparison of the multiple agreements reveals that the Agreements contain differences or inconsistencies, then the Agreement which is first executed and signed by all of the parties shall be deemed the original Agreement and all other agreements, although duly signed by the parties, shall be deemed inferior and subordinate to the first signed Agreement.

5.16 The failure or delay of either party in the enforcement of the rights detailed in this Agreement shall not constitute a waiver of the rights nor shall it be considered as a basis for estoppel either at equity or at law. That party may exercise its rights under this Agreement despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.

5.17 Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To: The Galveston County Firefighter's Association
P.O. Box 549
La Marque, Texas 77568

To: La Marque Fire Department
1111 Bayou Road
La Marque, Texas 77568

Either party hereby reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

5.18 This Agreement and the exhibits attached hereto and incorporated herein, if any, contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth herein and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties. Upon execution of this Agreement by all parties, all previous agreements, contracts, oral understandings, representations, arrangements, or undertakings of any kind relative to the matters contained in this Agreement are hereby superseded and canceled and all claims and demands not contained in this agreement are deemed fully completed and satisfied.

5.19 This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns. The parties to this Agreement expressly agree that in the event a party seeks to or does transfer part or all of its assets to a separate entity, not a party to this Agreement, the party shall be liable under this Agreement as if the transfer had not occurred.

5.20 No representations, promises, guarantees or warranties were made to induce either party to execute this Agreement other than those stated in the Agreement.

5.21 If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled and terminated.

5.22 This Agreement shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Galveston County, Texas. The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be in Galveston County, Texas.

This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

Galveston County Firefighter's Association

By:

Mike Wisko, *Chairperson* Date

ATTEST:

Joel Sumrall, *Secretary*

La Marque Fire Department

By:

Geraldine Sam, *Mayor* Date

Eric W. Gage, *City Manager* Date

Larry Damrell, *Interim Fire Chief* Date

ATTEST:

Carolyn E. Anderson, *City Clerk*

FIVE POINT CONTRACT REQUIREMENTS EXHIBIT "A"

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Association an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the Association a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the Association with a calendar year report of fire responses. Such report shall include a separate report for both incorporated and unincorporated responses.
 - Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the Association.
 - Annual Financial Report: Each department shall annually provide the Association with a financial cost of services report.
 - Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.
 - Tax Exemption: Each department shall provide the Association with a certification of tax exempt status.
-

POINT 4: Active in the County Association

- Attendance: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.
- Third Party Training: Each department shall provide the Association proof of training by a person or organization not a member of the or associated with the Department. Such training shall be approved b the Training commissioner.
- New Member Training: Each department shall implement training to all new members with in one year of hire date, an introductory firefighter course that is equivalent to the "Introductory Firefighter" from the State Firemen's and Fire Marshals' Association (SFFMA). Proof of compliance shall be in the form of a certificate of completion form the College of the Mainland, a certificate of completion from an approved training academy, or a certificate issued by the SFFMA or Texas Commission on Fire Protection.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
November 11th 2010**

MEMBERS THAT WERE PRESENT:

John Drisdale
Peggy Phillips
Dickey Stanley

STAFF THAT WAS PRESENT:

Ana Tims, Building Official

OTHERS THAT WERE PRESENT:

Tom Vaught
David D Henson Jr.
Melvin D Senegal
Harry Lindstent
Charles Santino
Alma Wilson
Mary Dore Lgiering Investment L.P.
Robert S White First Christian Church
Johnnie Blake

Item 1 – CALL TO ORDER:

Meeting called to order at 4:15 p.m. by Mr. Drisdale

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of October 7th, 2010

Mrs. Phillips made a motion to approve the minutes. Mr. Stanley seconds the motion, and the motion passes unanimously.

Item 3- New Business

**1. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY
DESCRIBED AS ABST 2 S F AUSTIN SUR TR 37 (37-2) 2.000 ACRES; 3010 Gulf
Frwy**

Mrs. Tims informed the board that this property has been presented in front t of the board for the last four months now, and has not been able to get a definite answer. Mr. Vaught was present to represent the property he explained to the board that the property was purchased in 2004 prior to the adoption of our Zoning ordinances. He added that because the property has been left undisturbed he is now unable to use the

property. He added that the plans for the property are to split the track of land into three different properties unless someone is interested in purchasing the property as a whole. He assured that they are aware of and will resolve the drainage issues. He added that Mr. Gartrel has proposed a drainage ditch with retention in the back of the property. Mrs. Phillips asked if the board had to any business seeking to be placed there once the property is re-zoned.

Mrs. Tims informed that board that the board would have to authorize the re-plat, however permits for businesses that comply to city ordinances and are not seeking a variance would not have to be reviewed by the board. Alma Wilson was present and stated that their concerns were that this was a family neighborhood with older people and they are concerned about the type of business that would be placed there. She added that the other great concern is the drainage. Mrs. Phillips stated that she was concerned because of the 28 citizens who have signed the petition as well as the ability for the city to develop the freeway, which will invite businesses into the area, and decrease property taxes. Mr. Stanley stated that if the drainage issues were resolved he did not see why we should restrict construction off the Gulf Freeway.

Mrs. Tims added that city ordinance requires a 6 – 8 foot fence dividing residential and commercial property. Mr. Stanley added that no one would build a house off the freeway, and the property would be lost. Mrs. Phillips made a motion to allow the rezoning to C-1 General Commercial provided that the drainage issues are resolved, that the property owner complies with the fencing on the back, and that the businesses comply with all city regulations. Mr. Stanley seconds the motion and the motion passed unanimously.

2. CONSIDER DISCUSS AND APPROVE ALLOWING A VARIANCE TO NAT RUIZ TO PAVE OVER 27% OF HIS RESIDENTIAL FRONT YARD.

No one was resent to represent the property. Mrs. Tims asked if we could table the issue. The board agreed due to no one present to represent the property.

3. CONSIDER DISCUSS AND APPROVE REZONING FOR THE PROPERTY DESCRIBED AS ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765

Mrs. Tims informed the board that the property was zoned as single family residential and it has had a junkyard for many years. She added that across from it is an Abundant Life facility, as well as a vacant lot, and the drainage district building. To one side of it is the bus barn, and to the far end of it is a trailer home. Charles Santino representative for the property stated that his intentions were to set up a body shop there. The board asked if there was a business there, the representative for the property stated that there was not a business there operating at this time.

Mrs. Phillips asked if there were any houses around there. Mr. Drisdale asked if we had informed the neighbors of the property zoning changes. Mrs. Tims informed the board

that the back and side of the property border residential lots. A neighbor presented to the board that he did not want the entire property rezoned because he is afraid that there will be low income apartments, and high traffic. He added that the neighborhood fought off a recycling plant twenty five years ago. He stated again that he did not want it rezoned. Mrs. Tims stated that she is pleased with the initiative that the property representative has taken to clean the property. The board recommended to the property representative that he re-plot the property into two lots, and then come back to the board and only rezone one portion of the property. Mr. Drisdale made a motion to deny the rezoning of the property. Mrs. Phillips seconds the motion and the motion passed unanimously.

4. CONSIDER DISCUSS AND APPROVE REZONING FOR THE PROPERTY DESCRIBED AS ABST 150 J D MOORE SUR PT OF LOT 4 (44) HIGHLAND CITY; 600 HWY 3

Mrs. Tims informed the board that this was zoned as light industrial, and has been used as a rental property in the past. Mr. Drisdale asked if there has been a daycare at this location in the past. Mary Dore who was representing the property confirmed this. Mrs. Dore added that she rents the home and has no way of knowing what the request for the property will be. A neighbor was present who stated that the only concern he has with the property is the fencing. Mrs. Dore assured him that it will be addressed.

Mrs. Tims read a letter from a neighbor that had concerns about the property becoming anything other than residential. Mrs. Dore stated that her intent was not to change the character of the neighborhood, therefore the reason for the rezoning from light industrial to restricted commercial. Mrs. Dore stated that the way the property is zoned at this time the only choice she has is to put some type of manufacturing in the property. Mr. Drisdale made a motion to rezone the property located at 600 Highway 3 from light industrial to restricted commercial.

5. CONSIDER DISCUSS AND APPROVE THE ABANDONMENT OF AN EASEMENT DESCRIBED AS 20 FOOT OF WATERWAY ADJACENT TO LOT 62 AND LOT 42 WITHIN THE GREBB EDDITION SOUTH OF IH 45 AND NORTH OF FM 519.

Mrs. Tims informed the board that the property is being sold, or in the process of being sold and the city owns 20 feet of waterway in the middle of the property. The Owner is requesting that the city abandon this land. Mrs. Phillips inquired about selling the property. Mrs. Tims stated that it is her understanding that there would be none or minimal revenue gained from the purchase of this property. She added that she would like to see what the value of this land is. The board agreed to review the issue at the next meeting.

Item 6- COMMENTS AND REQUESTS FROM THE COMMISSION MEMBERS AND CITY STAFF

~~Robert S White~~ approached the board about rezoning a piece of property behind the First Christian Church. Mr. Stanley asked what street this lot faces. Mr. White stated that it faces

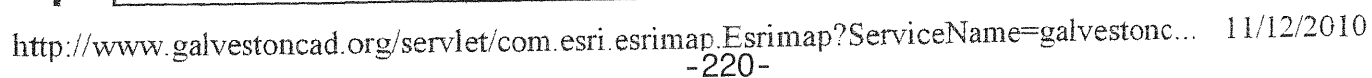
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Item 7 – ADJOURNMENT:

Mr. Drisdale made a motion to adjourn at 5:15 p.m. Mrs. Phillips seconds and the meeting was adjourned.

John Drisdale



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REGULAR MEETING
November 11th 2010**

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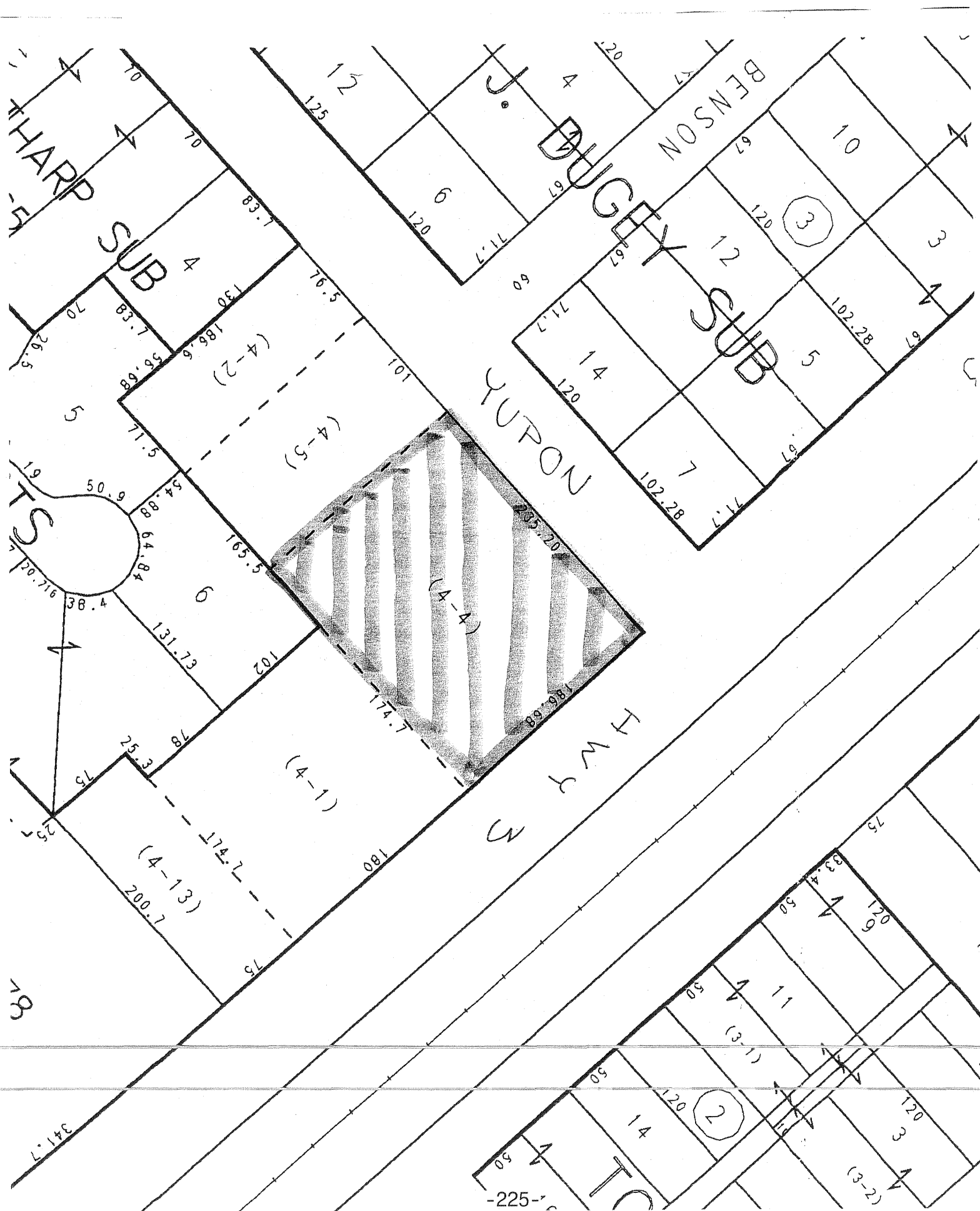
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Mrs. Tims asked the board if they wanted to oversee the construction of an RV park on Maxine Street by Highland Bayou. Mrs. Tims stated that Nathan Epperson suggested that they follow the same regulations as a subdivision development. The board agreed that they had no need to oversee the project.

Item 7 – ADJOURNMENT:

Mr. Drisdale made a motion to adjourn at 5:15 p.m. Mrs. Phillips seconds and the meeting was adjourned.

John Drisdale



RESOLUTION NUMBER 1146

Resolution granting to Galveston County Landfill TX, LP a permanent pipeline easement and a adjacent temporary construction easement through designated City of La Marque Right-of-Way described as Ave "A" south of State Highway FM1764.

Be it resolved by the Council of the City of La Marque as follows:

Section 1. The Mayor and the City Clerk, on behalf of the City of La Marque, are hereby authorized to execute an right of way easements located on the East side of Avenue "A" south of Farm Market road 1764 within the City limits of La Marque, to Galveston County Landfill TX, LP, a fifteen foot (15') wide permanent easement and a twenty foot (20') wide temporary construction easement, upon which to lay, maintain, and operate a new pipeline of six (6") inches in diameter, with necessary gate valves, clean outs, meter and sample port, above or below ground level, on, over and through this certain tract of land, and will be necessary for discharging leachate and/or any other wastewater when approved and authorized by the City service agreement contract.

The easements granted to Galveston County Landfill TX, LP hereunder is further described on the legal description and survey attached respectively hereto as **Exhibit "A-1"**

Section 2. The privileges and easements hereby granted shall be subject to the following terms and conditions as shall be more specifically set forth in the agreement authorized by this Resolution:

- a) Galveston County Landfill TX, LP shall bear the full cost and expense of the installation, construction, use and maintenance of said easements.
- b) Galveston County Landfill TX, LP shall indemnify, save harmless, and defend the City of La Marque from any and all damages or claims for damages, whether to property or to person, arising by reason of the construction, installation, maintenance, use or removal of the discharge leachate line.
- c) Galveston County Landfill TX, LP shall cause minimum disruption to the natural environment of the City's Right-of-Way when installing the line.
- d) Galveston County Landfill TX, LP shall restore the easement areas in cooperation with and in accordance with the requirements of the approved plans for this area and to the satisfaction of the Director of the Department of Public Works/Utilities.
- e) Galveston County Landfill TX, LP shall pay the required City Pipeline permit fee and right-of-way rental charge as required by the city code of ordinances.

PASSED AND APPROVED this ____ day of ____, 2011.

Geraldine Sam. Mayor

ATTEST:

Carolyn E. Anderson, City Clerk

Exhibit “A-1”

METES AND BOUNDS DESCRIPTION
1.6018 ACRES
LOCATED IN
AVENUE "A"
GALVESTON COUNTY, TEXAS

Being a tract or parcel of land containing 1.6018 acres of land or 67,776 square feet; Said 1.6018 acre tract being out of and part of Avenue "A" (60 feet wide) of record in Orchard Place Subdivision of record in Volume 92, Page 462 in the Deed Records of Galveston County, Texas (G.C.D.R.); Said 1.6018 acre tract being more particularly described as follows (bearings based on Texas State Plane Coordinate System South Central Zone NAD 83):

COMMENCING at a 2 inch iron pipe found for the northwest corner of the remainder of Block 47 in aforesaid subdivision, of record in the name of Fred Wimbust, Jr. in Volume 645, Page 217 in the G.C.D.R., being at the intersection of the south Right-of-Way (R.O.W.) line of F.M. 1764 and the east R.O.W. line of aforesaid Avenue "A";

THENCE, coincident the south R.O.W. line of aforesaid F.M. and a curve to the left, an arc length of 10.67 feet, having a radius of 2,764.79 feet, a central angle of 00 Degrees 13 Minutes 16 Seconds, and a chord bearing of South 85 Degrees 53 Minutes 29 Seconds West, a distance of 10.67 feet to a 5/8 inch iron rod with "Gruller" cap set for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, through and across the R.O.W. of aforesaid Avenue "A" the following four (4) courses:

1. South 01 Degrees 58 Minutes 35 Seconds East, a distance of 1,621.75 feet;
2. South 03 Degrees 46 Minutes 39 Seconds East, a distance of 135.30 feet;
3. South 01 Degrees 58 Minutes 12 Seconds East, a distance of 600.06 feet;
4. South 05 Degrees 29 Minutes 27 Seconds East, a distance of 69.30 feet to the east R.O.W. line of said Avenue "A", being on the west line of Block 43 in said subdivision being of record in the name of Galveston County Landfill TX, LP in Galveston County Clerk's File (G.C.C.F.) Number 2002014497;

THENCE, coincident the east R.O.W. line of aforesaid Avenue "A", South 01 Degrees 55 Minutes 25 Seconds East, a distance of 796.65 feet;

THENCE, through and across the R.O.W. of aforesaid Avenue "A" the following three (3) courses:

1. South 88 Degrees 04 Minutes 35 Seconds West, a distance of 45.00 feet;
2. South 01 Degrees 55 Minutes 25 Seconds East, a distance of 1,383.94 feet to a 5/8 inch iron rod with "Gruller" cap set for the southeast corner of the herein described tract;
3. South 88 Degrees 04 Minutes 35 Seconds West, a distance of 15.00 feet to a 5/8 inch iron rod with "Gruller" cap set for the southwest corner of the herein described tract, being on the west R.O.W. line of said Avenue "A", and being on the east line of Block 19 of said subdivision of record in the name of Galveston County Landfill TX, LP in G.C.C.F. Number 2002014497;

THENCE, coincident the west R.O.W. line of aforesaid Avenue "A", North 01 Degrees 55 Minutes 25 Seconds West, a distance of 1,398.94 feet;

THENCE, through and across the R.O.W. of aforesaid Avenue "A" the following six (6) courses:

1. North 88 Degrees 04 Minutes 35 Seconds East, a distance of 45.00 feet;
2. North 01 Degrees 55 Minutes 25 Seconds West, a distance of 781.19 feet;
3. North 05 Degrees 29 Minutes 27 Seconds West, a distance of 69.30 feet;
4. North 01 Degrees 58 Minutes 12 Seconds West, a distance of 600.29 feet;
5. North 03 Degrees 46 Minutes 39 Seconds West, a distance of 135.30 feet;
6. North 01 Degrees 58 Minutes 35 Seconds West, a distance of 1,621.36 feet to a 5/8 inch iron rod with "Gruller" cap set for the northwest corner of the herein described tract, being on the south R.O.W. line of aforesaid F.M. 1764;

THENCE, coincident the south R.O.W. line of aforesaid F.M. 1764 and coincident a curve to the right, an arc length of 15.01 feet, having a radius of 2,764.79 feet, a central angle of 00 Degrees 18 Minutes 40 Seconds, and a chord bearing of North 85 Degrees 37 Minutes 30 Seconds East, a distance of 15.01 feet to the **POINT OF BEGINNING** and containing 1.6018 acres of land.



A handwritten signature in cursive script, appearing to read "K. A. Gruller", written in dark ink.

Gruller Surveying, LLC
Job Number 43-1004
November 30, 2010

RESOLUTION NUMBER 1147

RESOLUTION AUTHORIZING AMENDMENT TO WATER FACILITIES FINANCING AGREEMENT WITH GULF COAST WATER AUTHORITY; CONSENTING TO THE REDEMPTION PRIOR TO MATURITY OF CERTAIN GULF COAST WATER AUTHORITY WATER SYSTEM CONTRACT REVENUE BONDS (CITY OF LA MARQUE PROJECT) SERIES 1998D; APPROVING A CONTINUING DISCLOSURE AGREEMENT; AND CONTAINING MATTERS RELATED THERETO

WHEREAS, the City of La Marque, Texas (the "City") was heretofore duly created under the laws of the State of Texas and is located in Galveston County, Texas; and

WHEREAS, the City and Gulf Coast Water Authority (the "Authority") have previously entered into a Water Facilities Financing Agreement, dated the 1st day of July, 1998 (the "Original Agreement") pursuant to which the Authority supplies potable water to the City in exchange for certain payments to be made by the City as provided therein; and

WHEREAS, the City and the Authority now desire to amend the Original Agreement in certain respects for the purposes of clarification and consistency, as set forth in the First Amendment to Water Facilities Financing Agreement (the "Amendment") presented to the City Council of the City for its review and approval; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to enter into the Amendment and desires by this Resolution to authorize its execution and delivery; and

WHEREAS, by Resolution adopted July 7, 1998 by the Board of Directors of the Authority (the "1998D Resolution"), the Authority issued its Gulf Coast Water Authority Water System Contract Revenue Bonds (City of La Marque Project) Series 1998D (the "Series 1998D Bonds"); and

WHEREAS, the Original Agreement provides that the principal and interest on the Series 1998D Bonds will be paid with the Fixed Costs (as defined in the Original Agreement) to be paid by the City pursuant to the Original Agreement; and

WHEREAS, the Authority desires to issue Additional Bonds as permitted by Section 15.01 of the 1998D Resolution to refund the Series 1998D Bonds for the purpose of achieving debt service savings, and by this Resolution the City desires to consent to such refunding as required by Section 15.03 of the 1998D Resolution; and

WHEREAS, in connection with the issuance of the Authority's refunding bonds and in accordance with Article VII of the Original Agreement, the City and Authority now desire to enter into a continuing disclosure agreement (the "Continuing Disclosure Agreement") pursuant to which the City agrees to furnish the Authority with such financial information, data, projections and related information as may reasonably be required by the Authority in the sale of

the refunding bonds to comply with all applicable laws, rules and regulations including, but not limited to Rule 15c2-12 of the Securities and Exchange Council relating to continuing disclosure; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to enter into the Amendment and desires by this Resolution to authorize its execution and delivery.

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

Section 1. That the recitals to this Resolution, including the terms defined in such recitals, are hereby approved by the City Council (the "City Council") and incorporated into these resolutions.

Section 2. That the Amendment, substantially in the form attached hereto as **Exhibit A**, is hereby approved, and the City Council hereby authorizes the Mayor, any Council Member and the City Secretary to execute and deliver the Amendment and with such additions, deletions and other changes to such document as such officers shall approve, such approval to be conclusively evidenced by their execution and delivery thereof.

Section 3. That pursuant to Sections 15.01 and 15.03 of the 1998D Resolution, the City hereby consents to the issuance of Additional Bonds under the 1998D Resolution for the purpose of refunding the Series 1998D Bonds in order to achieve debt service savings in such manner as is approved by the Board of Directors of the Authority.

Section 4. That the Continuing Disclosure Agreement, substantially in the form attached hereto as **Exhibit B**, is hereby approved and the City Council hereby authorizes the Mayor, any Council Member and the City Secretary to execute and deliver the Continuing Disclosure Agreement and with such additions, deletions and other changes to such document as such officers shall approve, such approval to be conclusively evidenced by their execution and delivery thereof.

Section 5. That the Mayor, the City Secretary, or any person authorized thereby may take any and all necessary and convenient actions and execute any necessary and convenient certificates, documents and agreements on behalf of the City to effectuate the intent of this Resolution.

Section 6. That it is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Resolution was adopted was given, as required by law, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and fully acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 7. That this Resolution shall be of full force and effect on and as of the date of its adoption.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED this ____ day of _____, 2011.

Mayor
City of La Marque, Texas

ATTEST:

City Secretary
City of La Marque, Texas

[SEAL]

Exhibit A

Amendment to Water Facilities Financing Agreement

Exhibit B

Continuing Disclosure Agreement

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

We, the undersigned officers of the City Council of the City of La Marque, Texas hereby certify as follows:

1. The City Council (the "City Council") of the City of La Marque, Texas (the "City") convened in regular meeting on the ____ day of _____, 2011, at _____ p.m. at the La Marque City Council Chambers, 1109-B Bayou Road, La Marque, Texas within said City, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Geraldine Sam	Mayor
Keith Bell	Mayor Pro Tem / Council Member District A
Vacant	Council Member District B
Connie Trube	Council Member District C
Vacant	Council Member District D

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING AMENDMENT TO WATER FACILITIES
FINANCING AGREEMENT WITH GULF COAST WATER AUTHORITY;
CONSENTING TO THE REDEMPTION PRIOR TO MATURITY OF
CERTAIN GULF COAST WATER AUTHORITY WATER SYSTEM
CONTRACT REVENUE BONDS, SERIES 1998D; APPROVING A
CONTINUING DISCLOSURE AGREEMENT; AND CONTAINING
MATTERS RELATED THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said Resolution has been duly recorded in said City Council's minutes of said meeting; that the persons named in the above and foregoing paragraph were the duly chosen, qualified, and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose;

that said meeting was open to the public as required by law; and that public notice of the hour, date, place, and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED the ____ day of _____, 2011.

Geraldine Sam, Mayor

Carolyn E. Anderson, City Clerk

(SEAL)

RESOLUTION NUMBER 1148

RESOLUTION CONSENTING TO THE REDEMPTION PRIOR TO MATURITY OF CERTAIN GULF COAST WATER AUTHORITY WATER SYSTEM CONTRACT REVENUE BONDS (SOUTH PROJECT); APPROVING A CONTINUING DISCLOSURE AGREEMENT; AND CONTAINING MATTERS RELATED THERETO

WHEREAS, the City of La Marque, Texas (the "City") was heretofore duly created under the laws of the State of Texas and is located in Galveston County, Texas; and

WHEREAS, the City and Gulf Coast Water Authority (the "Authority") have previously entered into a Mainland Water Project Customer Contract (South Project), dated the 1st day of July, 1998 (the "Original Agreement") pursuant to which the Authority supplies potable water to the City in exchange for certain payments to be made by the City as provided therein; and

WHEREAS, by Resolution adopted July 7, 1998 by the Board of Directors of the Authority, the Authority issued its Gulf Coast Water Authority Water System Contract Revenue Bonds (South Project) Series 1998A (the "Series 1998A Bonds") and its Gulf Coast Water Authority Water System Contract Revenue Bonds (South Project) Series 1998B (the "Series 1998B Bonds," and together with the Series 1998A Bonds, the "Series 1998 Bonds"); and

WHEREAS, the Original Agreement provides that the principal and interest on the Series 1998 Bonds will be paid with the South Project Debt Service Charges to be paid by the City and the other South Project Customers (as defined in the Original Agreement) pursuant to the Original Agreement; and

WHEREAS, the Authority desires to refund the Series 1998 Bonds for the purpose of achieving debt service savings, and by this Resolution the City desires to consent to such refunding as required by Sections 2.7 and 5.6 of the Original Agreement; and

WHEREAS, in connection with the issuance of the Authority's refunding bonds and in accordance with Section 2.3 of the Original Agreement, the City and Authority now desire to enter into a continuing disclosure agreement (the "Continuing Disclosure Agreement") pursuant to which the City agrees to furnish the Authority with such financial information, data, projections and related information as may reasonably be required by the Authority in the sale of the refunding bonds to comply with all applicable laws, rules and regulations including, but not limited to Rule 15c2-12 of the Securities and Exchange Commission relating to continuing disclosure.

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

Section 1. That the recitals to this Resolution, including the terms defined in such recitals, are hereby approved by the City Council (the "City Council") and incorporated into these resolutions.

Section 2. That pursuant to Section 2.7 and 5.6 of the Original Agreement, the City hereby consents to the refunding of the Series 1998 Bonds for the purpose of achieving debt service savings in such manner as is approved by the Board of Directors of the Authority.

Section 3. That the Continuing Disclosure Agreement, substantially in the form attached hereto as **Exhibit A**, is hereby approved and the City Council hereby authorizes the Mayor, any Council Member and the City Clerk to execute and deliver the Continuing Disclosure Agreement and with such additions, deletions and other changes to such document as such officers shall approve, such approval to be conclusively evidenced by their execution and delivery thereof.

Section 4. That the Mayor, the City Clerk or any person authorized thereby may take any and all necessary and convenient actions and execute any necessary and convenient certificates, documents and agreements on behalf of the City to effectuate the intent of this Resolution.

Section 5. That it is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Resolution was adopted was given, as required by law, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and fully acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. That this Resolution shall be of full force and effect on and as of the date of its adoption.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED this ____ day of _____, 201__.

Geraldine Sam, Mayor
City of La Marque, Texas

ATTEST:

Carolyn E. Anderson, City Clerk
City of La Marque, Texas

[SEAL]

Exhibit A

Continuing Disclosure Agreement

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

We, the undersigned officers of the City Council of the City of La Marque, Texas hereby certify as follows:

1. The City Council (the "City Council") of the City of La Marque, Texas (the "City") convened in regular meeting on the ____ day of _____, 201_, at _____ p.m. at the La Marque City Council Chambers, 1109-B Bayou Road, La Marque, Texas, within said City, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Geraldine Sam	Mayor
Keith Bell	Mayor Pro Tem / Council Member District A
Vacant	Council Member District B
Connie Trube	Council Member District C
Vacant	Council Member District D

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION CONSENTING TO THE REDEMPTION PRIOR TO
MATURITY OF CERTAIN GULF COAST WATER AUTHORITY WATER
SYSTEM CONTRACT REVENUE BONDS (SOUTH PROJECT);
APPROVING A CONTINUING DISCLOSURE AGREEMENT; AND
CONTAINING MATTERS RELATED THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said Resolution has been duly recorded in said City Council's minutes of said meeting; that the persons named in the above and foregoing paragraph were the duly chosen, qualified, and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the hour,

date, place, and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED the ____ day of _____, 201_.

Geraldine Sam, Mayor

Carolyn E. Anderson, City Clerk

(SEAL)

RESOLUTION NO: 1151

RESOLUTION OF THE CITY OF LA MARQUE AUTHORIZING THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT, AERIAL SPRAYING FOR MOSQUITOES THAT THE FEDERAL AVIATION ADMINISTRATION REQUIRES TO MAKE ON A YEARLY BASIS;

WHEREAS, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program; and

WHEREAS, the Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general purpose governments; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of La Marque approves the aerial spraying over its territory for the abatement of mosquitoes providing such spraying is conducted within the regulations and constraints of The Federal Aviation Administration, The Environmental Protection Agency, and other authoritative federal and state agencies.

PASSED AND APPROVED on this the ____ day of _____, 2011.

Geraldine Sam,
Mayor

ATTEST:

Carolyn E. Anderson,
City Clerk



11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713.450.1300
Fax 713.450.1385
www.ljaengineering.com

December 20, 2010

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

RE: Bid Tabulation and Recommendation for Award for Construction of
Backflow Preventer, Surface Water Take Point #1
LJA Project No. E019-090C
TDRA Disaster Recovery Funded Project

Honorable Mayor and Council:

Bids for construction of the reference project were received at 10:00 A.M. Wednesday, December 15, 2010, at the City of La Marque City Hall, and subsequently read in public. Three (3) contracting firms submitted bids for the project. No errors were found in the bids.

The bidders from low to high and the correct total amounts bid are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
David Wight Construction Co., Inc.	Alvin, Texas	\$13,486.00
Matula & Matula Construction, Inc.	Lake Jackson, Texas	\$18,071.00
R J Construction Co., Inc.	Missouri City, Texas	\$36,000.00

A copy of the Bid Tabulation is attached.

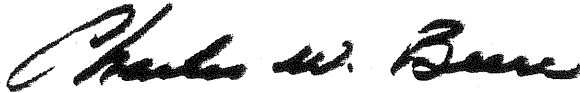
The bidding documents of the bidders were examined and found to be in order. A Qualification Statement of the low bidder is submitted for your review.

Our investigation of David Wight Construction Co., Inc., of Alvin, Texas included a review of their surety, references of previous projects and past work experience with LJA Engineering, Inc. Based on our review, we recommend awarding a contract to the low bidder, David Wight Construction Co., Inc.

Mayor and Council
City of La Marque
LJA Project E019-090C
December 20, 2010
Page 2

If you have any questions or need additional information, please advise.

Sincerely,

A handwritten signature in black ink, reading "Charles W. Beere". The signature is fluid and cursive, with the first name "Charles" being the most prominent.

Charles W. Beere, P.E.
Senior Project Manager

CWB/pjh

Attachment

cc: Michael Morgan, Dir. Public Works
Ronnie McKinney, LJA
David Baker, Public Management, Inc.
Construction File 16.6

Bid Tabulation				Page 1	David Wight Constr. Co., Inc. 4300 Mandale Alvin, TX 77511 PH: 281-331-1584 FAX: 281-585-4640 David Wight, President		Malula & Matula Constr., Inc. 122 Westway, Ste. 325 Lake Jackson, TX 77566 PH: 979-480-0030 FAX: 979-480-0060 Jon Matula, President		RJ Construction Co., Inc. P.O. Box 2181 Missouri City, TX 77451 PH: 281-261-5851 FAX: 281-261-7088 Robert D. Joseph, President	
Bid Opening Wednesday, December 15, 2010 @ 10:00 A.M.										
CLIENT: City of La Marque										
Backflow Preventer, Surface Water Take Point #1										
LJA Project No. E019-090C										
FRN F- 386										
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	
1	Modify Existing Station Piping Per Plans, Including Valve & All Appurtenances, Complete in Place.	1	LS	\$12,236.00	\$12,236.00	\$15,643.50	\$15,643.50	\$34,750.00	\$34,750.00	
SUPPLEMENTARY ITEMS										
2	"Extra" Turf Establishment, Full Sodding Complete in Place.	30	SY	\$10.00	\$300.00	\$11.20	\$336.00	\$10.00	\$300.00	
3	"Extra" Bank Sand, Complete in Place.	30	CY	\$10.00	\$300.00	\$20.60	\$618.00	\$10.00	\$300.00	
4	"Extra" Crushed Limestone Bedding, Complete in Place.	20	CY	\$25.00	\$500.00	\$57.30	\$1,146.00	\$25.00	\$500.00	
5	"Extra" Cement Stabilized Sand, 2.0 Sacks Per Ton, Complete in Place.	5	TON	\$30.00	\$150.00	\$65.50	\$327.50	\$30.00	\$150.00	

TOTAL AMOUNT BID (Items 1 through 5)

\$13,486.00

\$18,071.00

\$36,000.00

David Wight Construction Co., Ltd.

4300 MANDALE • ALVIN, TEXAS 77511

(281) 331-1584 • FAX (281) 585-4640

PAVING

UTILITIES

QUALIFICATION STATEMENT

PERSONNEL: David Wight has over 35 years experience in underground utilities and concrete paving (10 years as a field superintendent and 25 years as an estimator and general manager). All field superintendents have a minimum of 10 years experience in underground utilities and paving.

We have completed underground utility and paving contracts for the following engineers:

JKC & Associates

Jason Christian (281) 309-9100

LJA Engineering

Wallace Trocheset (713) 933-5200

Century Engineering

Gina Nelson (713) 780-8871

Daniel Scott Engineering

Dan Johnson (713) 208-4448

Huitt-Zollars

Steve Gardner (281) 496-0066

Lentz Engineering

Al Lentz (713) 839-8900

Rekha Engineering

John English (713) 895-8080

Sparks & Barlow

Ed Barlow (713) 965-9996

We have completed underground utility and paving contracts for the following:

Lingo Properties, L.P. (Bud) Goza (713) 652-5064

City of Friendswood, Mo Kabiri (281) 996-3200

City of Pearland, Doug Kneupper (281) 652-1631

City of League City, Bob Morrison (281) 554-1439

Altair Development, Mitch Mitchell (281) 482-4100

Amburn Oaks, LTD., Harvin Moore (281) 752-5226

R West Development, Renee West (281) 997-1500

Tuscan Lakes, Bob Douglas (281) 337-7601

Kirby Run Associates, Pierre Nys (281) 992-6299

Manchester Homes, Inc., Jeff Minkoff (281) 331-2187

David Wight Construction Co., Ltd.

4300 MANDALE • ALVIN, TEXAS 77511
(281) 331-1584 • FAX (281) 585-4640

PAVING

UTILITIES

Completed Major Projects in the Last Five Years

Project Name: Edgewater Section One
Owner: Old Redfish Farm, LTD.
Engineer: Huitt-Zoliars
Contract Amount: \$4,310,254
Completion Date: May, 2007
100% of the cost of work completed by own forces

Project Name: 40 Acre Detention Pond
Owner: Galveston County Consolidated Drainage District
Engineer: Lentz Engineering
Contract Amount: \$308,034
Completion Date: November, 2007
100% of the cost of work completed by own forces

Project Name: Jacobs Landing
Owner: Friendswood Cypress, LP
Engineer: Daniel-Scott
Contract Amount: \$2,443,962
Completion Date: May, 2008
100% of the cost of work completed by own forces

Project Name: Beachside Village, Section Two
Owner: Kahala Development
Engineer: Shellmark
Contract Amount: \$948,369
Completion Date: December, 2008
100% of the cost of work completed by own forces

Project Name: Veterans Dr & Bailey Rd. Detention Facility
Owner: Brazoria County Drainage District #4
Engineer: Lentz Engineering
Contract Amount: \$2,470,039
Completion Date: April, 2009
100% of the cost of work completed by own forces

Memo

To: Eric Gage, City Manager
From: Karen Cooper
Date: January 18, 2011
Re: Investment Report

Mr. Gage,

Attached you will find the Investment Report for the quarter ending December 31, 2010.

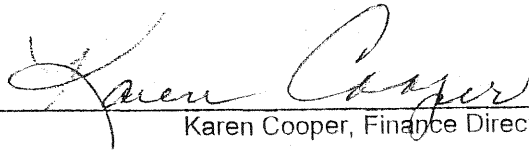
Everything seems to be in order with the market earnings showing a slight increase. Please let me know if you have any questions.

Karen

CITY OF LAMARQUE, TEXAS
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED DECEMBER 31, 2010

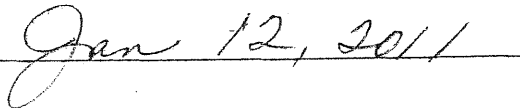
The investment portfolio detailed in the attached report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the City of LaMarque, Texas and the Public Funds Investment Act of the State of Texas.

Investment Officer:



Karen Cooper, Finance Director

Date:



CITY OF LAMARQUE, TEXAS
INVESTMENTS OUTSTANDING AS OF DECEMBER 31, 2010

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	9/30/2010		12/31/2010			Unrealized Gain/Loss
							Book Value	Market Value	Book Value	Market Price	Market Value	
N/A	Texpool - 12640-00001 Consolidated	N/A	N/A		2,168,191	0.21%	2,167,166	2,167,166	2,168,191	-	2,168,191	-
N/A	Texpool - 12640-00002 Consolidated	N/A	N/A		902,687	0.21%	902,260	902,260	902,687	-	902,687	-
N/A	Texpool - 12640-00003 Consolidated	N/A	N/A		3,451,953	0.21%	3,450,321	3,450,321	3,451,953	-	3,451,953	-
N/A	Texpool - 84830-0001 (EDC)	N/A	N/A		1,983,246	0.21%	1,982,308	1,982,308	1,983,246	-	1,983,246	-
							8,502,055	8,502,055	8,506,077		8,506,077	
							78%		78%			OF POOLS
N/A	LOGIC	N/A	N/A		2,356,452	0.23%	2,355,131	2,355,131	2,356,452	-	2,356,452	-
							2,355,131	2,355,131	2,356,452		2,356,452	
							22%		22%			OF POOLS
TOTAL POOLED INVESTMENTS							10,857,186	10,857,186	10,862,529		10,862,529	
							60%		63%			OF TOTAL
CERTIFICATES OF DEPOSIT												
Var Dates	GCWA	Var Dates	204		334,080	2.02%	334,080	334,080	334,080	-	334,080	
08/24/09	Moody National Bank (EDC)	08/24/10	236		100,000	2.00%	100,000	100,000	100,000	-	100,000	
08/15/09	Amegy Bank 100880 (EDC)	08/15/10	227		70,000	1.49%	70,000	70,000	70,000	-	70,000	
08/27/09	Moody National Bank (EDC)	08/27/10	239		100,000	1.84%	100,000	100,000	100,000	-	100,000	
							604,080	604,080	604,080		604,080	
							3%		4%			OF TOTAL
CHECKING & MONEY MARKET ACCOUNTS												
N/A	DWS (ICT) 6540001279	N/A	N/A		572,604	0.20%	572,551	572,551	572,604	-	572,604	
N/A	DWS (ICT) 6540001279 (EDC)	N/A	N/A		244	0.20%	244	244	244	-	244	
N/A	DWS (ICT) 6540001312	N/A	N/A		155,187	0.20%	155,172	155,172	155,187	-	155,187	
N/A	GCWA - Cash Account	N/A	N/A		1,551	0.00%	1,551	1,551	1,551	-	1,551	
N/A	Merrill Lynch (EDC)	N/A	N/A		357,062	1.95%	356,849	356,849	357,062	-	357,062	
N/A	Regions Bank - Payroll Account	N/A	N/A		116,093	0.00%	103,576	103,576	116,093	-	116,093	
N/A	Regions Bank - Credit Card	N/A	N/A		380	0.00%	380	380	380	-	380	
N/A	Regions Bank - Consolidated Cash	N/A	N/A		2,712,481	0.50%	3,961,951	3,961,951	2,712,481	-	2,712,481	
N/A	Regions Bank - Accounts Payable	N/A	N/A		1,845,793	0.50%	1,441,241	1,441,241	1,845,793	-	1,845,793	
N/A	Regions Bank - Library Memorial	N/A	N/A		1,548	0.00%	1,418	1,418	1,548	-	1,548	
							6,594,934	6,594,934	5,762,944		5,762,944	
							37%		33%			OF TOTAL
TOTAL PORTFOLIO					\$17,229,553	0.38%	18,056,201	18,056,201	17,229,553		17,229,553	-

EDC - CITY OF LAMARQUE, TEXAS
INVESTMENTS OUTSTANDING AS OF DECEMBER 31, 2010

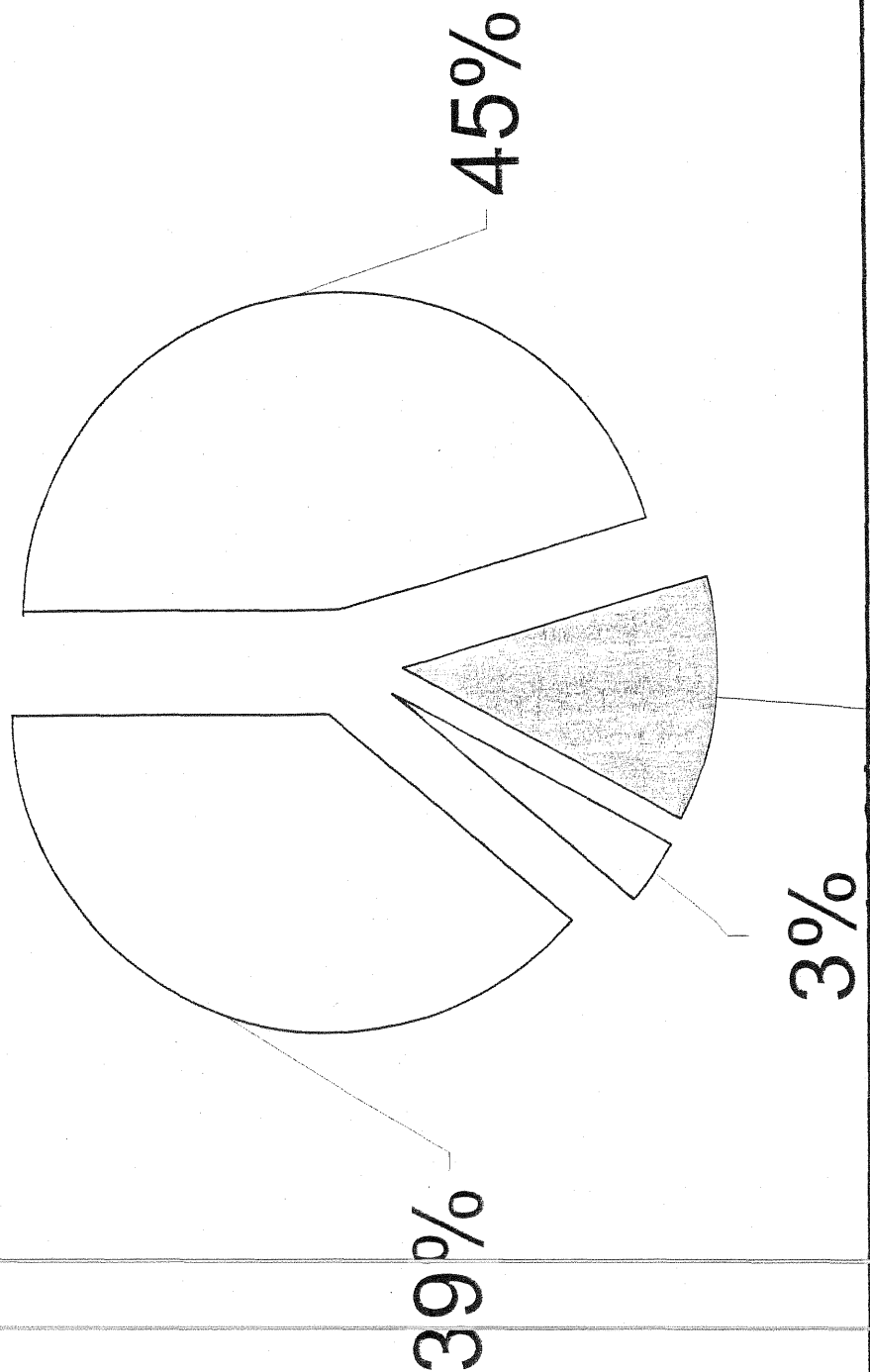
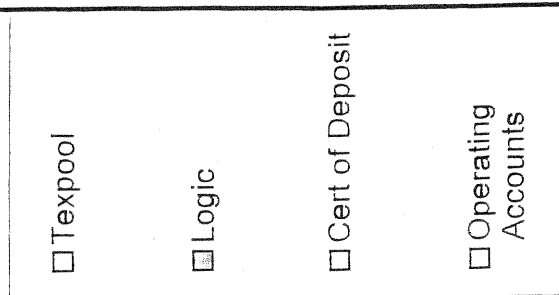
Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	9/30/2010		12/31/2010			Unrealized Gain/Loss
							Book Value	Market Value	Book Value	Market Price	Market Value	
N/A	Texopol - 84830-0001 (EDC)	N/A	N/A		1,983,246	0.21%	1,982,308	1,982,308	1,983,246	-	1,983,246	-
CERTIFICATES OF DEPOSIT												
08/24/09	Moody National Bank (EDC)	08/24/10	236		100,000	2.00%	100,000	100,000	100,000	-	100,000	
08/15/09	Amegy Bank 00880 (EDC)	08/15/10	227		70,000	1.49%	70,000	70,000	70,000	-	70,000	
08/27/09	Moody National Bank (EDC)	08/27/10	239		100,000	1.84%	100,000	100,000	100,000	-	100,000	
CHECKING & MONEY MARKET ACCOUNTS												
N/A	DWS (ICT) 6540001279 (EDC)	N/A	N/A		244	0.20%	244	244	244	-	244	
N/A	Merrill Lynch (EDC)	N/A	N/A		357,062	1.95%	356,849	356,849	357,062	-	357,062	
N/A	Regions Bank - Consolidated Cash (EDC)	N/A	N/A		-	0.50%	1,881,173	1,881,173	-	-	-	
TOTAL EDC PORTFOLIO					2,610,552	0.61%	4,490,575	4,490,575	2,610,552	-	2,610,552	

CITY OF LAMARQUE, TEXAS
Quarterly Investment Report
As of December 31, 2010

Balance Comparison by Quarter

INVESTMENT BALANCES BY TYPE	Book Value 3/31/2010	Book Value 6/30/2010	Book Value 9/30/2010	Book Value 12/31/2010
TEXPOOL	\$9,366,013	\$8,469,459	\$8,506,077	\$8,506,077
LOGIC	2,343,377	2,346,962	2,356,452	2,356,452
CERTIFICATES OF DEPOSIT	604,080	604,080	604,080	604,080
REGIONS BANK - OPERATING ACCOUNTS	7,595,703	8,120,954	8,123,010	5,762,944
TOTAL CASH AND INVESTMENTS	<u>\$ 19,909,174</u>	<u>\$ 19,541,455</u>	<u>\$ 19,589,619</u>	<u>\$ 17,229,553</u>

Investments by Type



Investment	Fund	Acct #	Maturity Date	BOOK VALUE					Book Value 12/31/2010	MARKET VALUE				Accrued Interest
				Book Value 10/1/2010	Additions	Deletions	Amortization of (Premium) Discount	Interest		Market Value 10/1/2010	Net Book Activity	Market Value Change	Market Value 12/31/2010	
Capital Projects Funds														
<i>Public Investment Pools</i>														
Texpool	45	12640-0002	N/A	902,259.99	-	-	-	426.72	902,686.71	900,499.99	426.72	-	900,926.71	-
				902,259.99	-	-	-	426.72	902,686.71	900,499.99	426.72	-	900,926.71	-
Texpool	46-1004	12640-0003	N/A	3,450,320.98	-	-	-	1,632.01	3,451,952.99	3,443,590.63	1,632.01	-	3,445,222.64	-
				3,450,320.98	-	-	-	1,632.01	3,451,952.99	3,443,590.63	1,632.01	-	3,445,222.64	-
Total Capital Projects Funds				4,352,580.97	-	-	-	2,058.73	4,354,639.70	4,344,090.62	2,058.73	-	4,346,149.35	-
LMEDC General Fund														
<i>Public Investment Pools</i>														
Texpool	19	84830-0001	N/A	1,982,307.89	-	-	-	937.63	1,983,245.52	1,978,441.08	937.63	-	1,979,378.71	-
				1,982,307.89	-	-	-	937.63	1,983,245.52	1,978,441.08	937.63	-	1,979,378.71	-
<i>Mutual Funds</i>														
ICT	19	6540001279	N/A	244.42	-	-	-	0.02	244.44	244.22	0.02	-	244.24	-
				244.42	-	-	-	0.02	244.44	244.22	0.02	-	244.24	-
<i>Certificates of Deposit</i>														
Moody National	19	11011835	8/24/2010	100,000.00	(299.18)	-	-	299.18	100,000.00	100,000.00	-	-	100,000.00	-
Amegy Bank	19	100880	8/15/2010	70,000.00	(147.82)	-	-	147.82	70,000.00	70,000.00	-	-	70,000.00	-
Moody National	19	60004478	8/27/2010	100,000.00	(299.18)	-	-	299.18	100,000.00	100,000.00	-	-	100,000.00	-
				270,000.00	(746.18)	-	-	746.18	270,000.00	270,000.00	-	-	270,000.00	-
Total LMEDC General Fund				2,252,552.31	(746.18)	-	-	1,683.83	2,253,489.96	2,248,685.30	937.65	-	2,249,622.95	-
LMEDC Enterprise Fund														
<i>Money Market Accounts</i>														
Merrill Lynch	20	Money Market	N/A	356,849.35	-	-	-	212.90	357,062.25	356,238.48	212.90	-	356,451.38	-
				356,849.35	-	-	-	212.90	357,062.25	356,238.48	212.90	-	356,451.38	-
Total LMEDC Enterprise Fund				356,849.35	-	-	-	212.90	357,062.25	356,238.48	212.90	-	356,451.38	-
Grand Total				12,546,083.69	(746.18)	-	-	6,369.39	12,551,706.90	12,522,577.57	5,623.21	-	12,528,200.78	-

Investment	Fnd	Acct #	Maturity Date	BOOK VALUE					Book Value 12/31/2010	MARKET VALUE				Accrued Interest
				Book Value 10/1/2010	Additions	Deletions	Amortization of (Premium) Discount	Interest		Market Value 10/1/2010	Net Book Activity	Market Value Change	Market Value 12/31/2010	
General Fund														
<u>Public Investment Pools</u>														
Texpool	01	12640-0002	N/A	-	-	-	-	-	-	-	-	-	-	-
Texpool	01	12640-0001	N/A	590,460.92	-	-	-	279.28	590,740.20	589,309.16	279.28	-	589,588.44	-
Logic	01	746012995-01	N/A	51,280.06	-	-	-	28.77	51,308.83	51,155.74	28.77	-	51,184.51	-
				641,740.98	-	-	-	308.04	642,049.02	640,464.90	308.04	-	640,772.94	-
Total General Fund				641,740.98	-	-	-	308.04	642,049.02	640,464.90	308.04	-	640,772.94	-
Enterprise Funds														
<u>Public Investment Pools</u>														
Texpool	02	12640-0001	N/A	1,277,781.78	-	-	-	604.37	1,278,386.15	1,275,289.33	604.37	-	1,275,893.70	-
Texpool	01-1005	12640-0001	N/A	1,926.30	-	-	-	0.91	1,927.21	1,922.54	0.91	-	1,923.45	-
Logic	02	746012995-01	N/A	839,084.82	-	-	-	470.72	839,555.54	837,050.66	470.72	-	837,521.38	-
Logic	03	746012995-01	N/A	3,454.31	-	-	-	1.94	3,456.25	3,445.94	1.94	-	3,447.88	-
				2,122,247.21	-	-	-	1,077.93	2,123,325.14	2,117,708.47	1,077.93	-	2,118,786.40	-
<u>Mutual Funds</u>														
ICT	02	6540001279	N/A	459,614.88	-	-	-	42.76	459,657.64	459,235.18	42.76	-	459,277.94	-
ICT	03	6540001279	N/A	1,755.22	-	-	-	0.16	1,755.38	1,753.77	0.16	-	1,753.93	-
ICT	40	6540001312	N/A	155,172.26	-	-	-	14.43	155,186.69	155,044.11	14.43	-	155,058.54	-
				616,542.36	-	-	-	57.35	616,599.71	616,033.06	57.35	-	616,090.41	-
<u>Other</u>														
GCWA	43		N/A	334,080.13	-	-	-	-	334,080.13	334,080.13	-	-	334,080.13	-
				334,080.13	-	-	-	-	334,080.13	334,080.13	-	-	334,080.13	-
Total Enterprise Funds				3,072,869.70	-	-	-	1,135.29	3,074,004.99	3,067,821.66	1,135.29	-	3,068,956.95	-
Internal Service Funds														
<u>Public Investment Pools</u>														
Texpool	05	12640-0001	N/A	84,695.43	-	-	-	40.06	84,735.49	84,530.22	40.06	-	84,570.28	-
Logic	05	746012995-01	N/A	766,990.94	-	-	-	430.27	767,421.21	765,131.55	430.27	-	765,561.82	-
				851,686.37	-	-	-	470.33	852,156.70	849,661.77	470.33	-	850,132.10	-
<u>Mutual Funds</u>														
ICT	05	6540001279	N/A	111,181.12	-	-	-	10.34	111,191.46	111,089.28	10.34	-	111,099.62	-
				111,181.12	-	-	-	10.34	111,191.46	111,089.28	10.34	-	111,099.62	-
Total Internal Service Funds				962,867.49	-	-	-	480.68	963,348.17	960,751.05	480.68	-	961,231.73	-
Special Revenue Funds														
<u>Public Investment Pools</u>														
Texpool	10	12640-0001	N/A	29,500.11	-	-	-	13.95	29,514.06	29,442.57	13.95	-	29,456.52	-
Logic	10	746012995-01	N/A	578,089.05	-	-	-	324.30	578,413.35	576,687.61	324.30	-	577,011.91	-
				607,589.16	-	-	-	338.25	607,927.41	606,130.18	338.25	-	606,468.43	-
Total Special Revenue Funds				607,589.16	-	-	-	338.25	607,927.41	606,130.18	338.25	-	606,468.43	-
Debt Service Funds														
<u>Public Investment Pools</u>														
Texpool	15	12640-0001	N/A	182,801.78	-	-	-	85.46	182,887.22	182,445.19	85.46	-	182,531.65	-
Logic	15	746012995-01	N/A	116,231.97	-	-	-	65.20	116,297.17	115,950.19	65.20	-	116,015.39	-
				299,033.73	-	-	-	151.67	299,185.40	298,395.38	151.67	-	298,547.05	-
Total Debt Service Funds				299,033.73	-	-	-	151.67	299,185.40	298,395.38	151.67	-	298,547.05	-

Texpool 12640-00001		01 General	02 Utility	03 Utility - Restricted	05 Equip Replacement	10 Hotel/Motel	15 Debt Service	Total
3rd Quarter								
Balance forward		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Apr 3rd	-	-	-	-	-	-	-
Sale	Apr 3rd	-	-	-	-	-	-	-
Amort	Apr 3rd	-	-	-	-	-	-	-
Market Value	Apr 3rd	-	-	-	-	-	-	-
Interest	Apr 3rd	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	May 3rd	-	-	-	-	-	-	-
Sale	May 3rd	-	-	-	-	-	-	-
Amort	May 3rd	-	-	-	-	-	-	-
Market Value	May 3rd	-	-	-	-	-	-	-
Interest	May 3rd	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.16	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Jun 3rd	-	-	-	-	-	-	-
Sale	Jun 3rd	-	-	-	-	-	-	-
Amort	Jun 3rd	-	-	-	-	-	-	-
Market Value	Jun 3rd	-	-	-	-	-	-	-
Interest	Jun 3rd	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.17	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
Totals for 3rd quarter								
Balance forward		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
Purchase	Tot 3rd	-	-	-	-	-	-	-
Sale	Tot 3rd	-	-	-	-	-	-	-
Amort	Tot 3rd	-	-	-	-	-	-	-
Market Value	Tot 3rd	-	-	-	-	-	-	-
Interest	Tot 3rd	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
4th Quarter								
Balance forward		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Jul 4th	-	-	-	-	-	-	-
Sale	Jul 4th	-	-	-	-	-	-	-
Amort	Jul 4th	-	-	-	-	-	-	-
Market Value	Jul 4th	-	-	-	-	-	-	-
Interest	Jul 4th	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.16	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.33
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Aug 4th	-	-	-	-	-	-	-
Sale	Aug 4th	-	-	-	-	-	-	-
Amort	Aug 4th	-	-	-	-	-	-	-
Market Value	Aug 4th	-	-	-	-	-	-	-
Interest	Aug 4th	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.16	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.33
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Sep 4th	-	-	-	-	-	-	-
Sale	Sep 4th	-	-	-	-	-	-	-
Amort	Sep 4th	-	-	-	-	-	-	-
Market Value	Sep 4th	-	-	-	-	-	-	-
Interest	Sep 4th	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.16	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.33
Totals for 4th quarter								
Balance forward		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
Purchase	Tot 4th	-	-	-	-	-	-	-
Sale	Tot 4th	-	-	-	-	-	-	-
Amort	Tot 4th	-	-	-	-	-	-	-
Market Value	Tot 4th	-	-	-	-	-	-	-
Interest	Tot 4th	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32
Fiscal Year to Date								
Balance forward		590,480.92	1,277,781.78	1,926.30	84,695.43	29,500.11	182,801.76	2,167,166.30
Purchase	Tot YTD	-	-	-	-	-	-	-
Sale	Tot YTD	-	-	-	-	-	-	-
Amort	Tot YTD	-	-	-	-	-	-	-
Market Value	Tot YTD	-	-	-	-	-	-	-
Interest	Tot YTD	279.28	604.37	0.91	40.06	13.95	86.46	1,025.03
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.33

Texpool 12640-00001		01 General	02 Utility	03 Utility - Restricted	05 Equip Replacement	10 Hotel/Motel	15 Debt Service	Total
1st Quarter								
Balance forward		590,460.92	1,277,781.78	1,926.30	84,695.43	29,500.11	182,801.76	2,167,166.30
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Oct 1st	-	-	-	-	-	-	-
Sale	Oct 1st	-	-	-	-	-	-	-
Amort	Oct 1st	-	-	-	-	-	-	-
Market Value	Oct 1st	-	-	-	-	-	-	-
Interest	Oct 1st	102.09	220.93	0.33	14.64	5.10	31.61	374.70
Subtotal		590,563.01	1,278,002.71	1,926.63	84,710.07	29,505.21	182,833.37	2,167,541.00
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Nov 1st	-	-	-	-	-	-	-
Sale	Nov 1st	-	-	-	-	-	-	-
Amort	Nov 1st	-	-	-	-	-	-	-
Market Value	Nov 1st	-	-	-	-	-	-	-
Interest	Nov 1st	93.05	201.36	0.30	13.35	4.65	26.81	341.51
Subtotal		590,656.06	1,278,204.06	1,926.94	84,723.42	29,509.86	182,862.17	2,167,882.51
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Dec 1st	-	-	-	-	-	-	-
Sale	Dec 1st	-	-	-	-	-	-	-
Amort	Dec 1st	-	-	-	-	-	-	-
Market Value	Dec 1st	-	-	-	-	-	-	-
Interest	Dec 1st	84.14	182.08	0.27	12.07	4.20	26.05	308.82
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.33
Totals for 1st quarter								
Balance forward		590,460.92	1,277,781.78	1,926.30	84,695.43	29,500.11	182,801.76	2,167,166.30
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Tot 1st	-	-	-	-	-	-	-
Sale	Tot 1st	-	-	-	-	-	-	-
Amort	Tot 1st	-	-	-	-	-	-	-
Market Value	Tot 1st	-	-	-	-	-	-	-
Interest	Tot 1st	279.28	604.37	0.91	40.06	13.95	86.46	1,025.03
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.31
2nd Quarter								
Balance forward		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.31
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Jan 2nd	-	-	-	-	-	-	-
Sale	Jan 2nd	-	-	-	-	-	-	-
Amort	Jan 2nd	-	-	-	-	-	-	-
Market Value	Jan 2nd	-	-	-	-	-	-	-
Interest	Jan 2nd	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.31
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Feb 2nd	-	-	-	-	-	-	-
Sale	Feb 2nd	-	-	-	-	-	-	-
Amort	Feb 2nd	-	-	-	-	-	-	-
Market Value	Feb 2nd	-	-	-	-	-	-	-
Interest	Feb 2nd	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.31
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Mar 2nd	-	-	-	-	-	-	-
Sale	Mar 2nd	-	-	-	-	-	-	-
Amort	Mar 2nd	-	-	-	-	-	-	-
Market Value	Mar 2nd	-	-	-	-	-	-	-
Interest	Mar 2nd	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.31
Totals for 2nd quarter								
Balance forward		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.31
		27.25%	58.96%	0.09%	3.91%	1.36%	8.44%	
Purchase	Tot 2nd	-	-	-	-	-	-	-
Sale	Tot 2nd	-	-	-	-	-	-	-
Amort	Tot 2nd	-	-	-	-	-	-	-
Market Value	Tot 2nd	-	-	-	-	-	-	-
Interest	Tot 2nd	-	-	-	-	-	-	-
Subtotal		590,740.20	1,278,386.15	1,927.21	84,735.49	29,514.06	182,888.22	2,168,191.32

Texpool		01	45	
12640-00002		General	Cent of Obligation	Total
3rd Quarter				
Balance forward		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	Apr 3rd	-	-	-
Sale	Apr 3rd	-	-	-
Amort	Apr 3rd	-	-	-
Market Value	Apr 3rd	-	-	-
Interest	Apr 3rd	-	-	-
Subtotal		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	May 3rd	-	-	-
Sale	May 3rd	-	-	-
Amort	May 3rd	-	-	-
Market Value	May 3rd	-	-	-
Interest	May 3rd	-	-	-
Subtotal		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	Jun 3rd	-	-	-
Sale	Jun 3rd	-	-	-
Amort	Jun 3rd	-	-	-
Market Value	Jun 3rd	-	-	-
Interest	Jun 3rd	-	-	-
Subtotal		-	902,686.71	902,686.71
Totals for 3rd quarter				
Balance forward		-	902,686.71	902,686.71
Purchase	Tot 3rd	-	-	-
Sale	Tot 3rd	-	-	-
Amort	Tot 3rd	-	-	-
Market Value	Tot 3rd	-	-	-
Interest	Tot 3rd	-	-	-
Subtotal		-	902,686.71	902,686.71
4th Quarter				
Balance forward		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	Jul 4th	-	-	-
Sale	Jul 4th	-	-	-
Amort	Jul 4th	-	-	-
Market Value	Jul 4th	-	-	-
Interest	Jul 4th	-	-	-
Subtotal		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	Aug 4th	-	-	-
Sale	Aug 4th	-	-	-
Amort	Aug 4th	-	-	-
Market Value	Aug 4th	-	-	-
Interest	Aug 4th	-	-	-
Subtotal		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	Sep 4th	-	-	-
Sale	Sep 4th	-	-	-
Amort	Sep 4th	-	-	-
Market Value	Sep 4th	-	-	-
Interest	Sep 4th	-	-	-
Subtotal		-	902,686.71	902,686.71
Totals for 4th quarter				
Balance forward		-	902,686.71	902,686.71
Purchase	Tot 4th	-	-	-
Sale	Tot 4th	-	-	-
Amort	Tot 4th	-	-	-
Market Value	Tot 4th	-	-	-
Interest	Tot 4th	-	-	-
Subtotal		-	902,686.71	902,686.71
Fiscal Year to Date				
Balance forward		-	902,259.99	902,259.99
Purchase	Tot YTD	-	-	-
Sale	Tot YTD	-	-	-
Amort	Tot YTD	-	-	-
Market Value	Tot YTD	-	-	-
Interest	Tot YTD	-	-	-
Subtotal		-	902,686.71	902,686.71

Texpool 12640-00002		01 General	45 Cent of Obligation	Total
1st Quarter				
Balance forward		-	902,259.99	902,259.99
		0.00%	100.00%	
Purchase	Oct 1st	-	-	-
Sale	Oct 1st	-	-	-
Amort	Oct 1st	-	-	-
Market Value	Oct 1st	-	-	-
Interest	Oct 1st	-	155.98	155.98
Subtotal		-	902,415.97	902,415.97
		0.00%	100.00%	
Purchase	Nov 1st	-	-	-
Sale	Nov 1st	-	-	-
Amort	Nov 1st	-	-	-
Market Value	Nov 1st	-	-	-
Interest	Nov 1st	-	142.17	142.17
Subtotal		-	902,558.14	902,558.14
		0.00%	100.00%	
Purchase	Dec 1st	-	-	-
Sale	Dec 1st	-	-	-
Amort	Dec 1st	-	-	-
Market Value	Dec 1st	-	-	-
Interest	Dec 1st	-	128.57	128.57
Subtotal		-	902,686.71	902,686.71
Totals for 1st quarter				
Balance forward		-	902,259.99	902,259.99
Purchase	Tot 1st	-	-	-
Sale	Tot 1st	-	-	-
Amort	Tot 1st	-	-	-
Market Value	Tot 1st	-	-	-
Interest	Tot 1st	-	426.72	426.72
Subtotal		-	902,686.71	902,686.71
2nd Quarter				
Balance forward		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	Jan 2nd	-	-	-
Sale	Jan 2nd	-	-	-
Amort	Jan 2nd	-	-	-
Market Value	Jan 2nd	-	-	-
Interest	Jan 2nd	-	-	-
Subtotal		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	Feb 2nd	-	-	-
Sale	Feb 2nd	-	-	-
Amort	Feb 2nd	-	-	-
Market Value	Feb 2nd	-	-	-
Interest	Feb 2nd	-	-	-
Subtotal		-	902,686.71	902,686.71
		0.00%	100.00%	
Purchase	Mar 2nd	-	-	-
Sale	Mar 2nd	-	-	-
Amort	Mar 2nd	-	-	-
Market Value	Mar 2nd	-	-	-
Interest	Mar 2nd	-	-	-
Subtotal		-	902,686.71	902,686.71
Totals for 2nd quarter				
Balance forward		-	902,686.71	902,686.71
Purchase	Tot 2nd	-	-	-
Sale	Tot 2nd	-	-	-
Amort	Tot 2nd	-	-	-
Market Value	Tot 2nd	-	-	-
Interest	Tot 2nd	-	-	-
Subtotal		-	902,686.71	902,686.71

Texpool 12640-0003		46 Cap Proj: 07	Total
3rd Quarter			
Balance forward		3,451,952.99	3,451,952.99
		100.00%	
Purchase	Apr 3rd	-	-
Sale	Apr 3rd	-	-
Amort	Apr 3rd	-	-
Market Value	Apr 3rd	-	-
Interest	Apr 3rd	-	-
Subtotal		3,451,952.99	3,451,952.99
		100.00%	
Purchase	May 3rd	-	-
Sale	May 3rd	-	-
Amort	May 3rd	-	-
Market Value	May 3rd	-	-
Interest	May 3rd	-	-
Subtotal		3,451,952.99	3,451,952.99
		100.00%	
Purchase	Jun 3rd	-	-
Sale	Jun 3rd	-	-
Amort	Jun 3rd	-	-
Market Value	Jun 3rd	-	-
Interest	Jun 3rd	-	-
Subtotal		3,451,952.99	3,451,952.99
Totals for 3rd quarter			
Balance forward		3,451,952.99	3,451,952.99
Purchase	Tot 3rd	-	-
Sale	Tot 3rd	-	-
Amort	Tot 3rd	-	-
Market Value	Tot 3rd	-	-
Interest	Tot 3rd	-	-
Subtotal		3,451,952.99	3,451,952.99
4th Quarter			
Balance forward		3,451,952.99	3,451,952.99
		100.00%	
Purchase	Jul 4th	-	-
Sale	Jul 4th	-	-
Amort	Jul 4th	-	-
Market Value	Jul 4th	-	-
Interest	Jul 4th	-	-
Subtotal		3,451,952.99	3,451,952.99
		100.00%	
Purchase	Aug 4th	-	-
Sale	Aug 4th	-	-
Amort	Aug 4th	-	-
Market Value	Aug 4th	-	-
Interest	Aug 4th	-	-
Subtotal		3,451,952.99	3,451,952.99
		100.00%	
Purchase	Sep 4th	-	-
Sale	Sep 4th	-	-
Amort	Sep 4th	-	-
Market Value	Sep 4th	-	-
Interest	Sep 4th	-	-
Subtotal		3,451,952.99	3,451,952.99
Totals for 4th quarter			
Balance forward		3,451,952.99	3,451,952.99
Purchase	Tot 4th	-	-
Sale	Tot 4th	-	-
Amort	Tot 4th	-	-
Market Value	Tot 4th	-	-
Interest	Tot 4th	-	-
Subtotal		3,451,952.99	3,451,952.99
Fiscal Year to Date			
Balance forward		3,450,320.98	3,450,320.98
Purchase	Tot YTD	-	-
Sale	Tot YTD	-	-
Amort	Tot YTD	-	-
Market Value	Tot YTD	-	-
Interest	Tot YTD	1,632.01	1,632.01
Subtotal		3,451,952.99	3,451,952.99

Texpool 12640-0003		46 Cap Proj. 07	Total
1st Quarter			
Balance forward		3,450,320.98	3,450,320.98
		100.00%	
Purchase	Oct 1st	-	-
Sale	Oct 1st	-	-
Amort	Oct 1st	-	-
Market Value	Oct 1st	-	-
Interest	Oct 1st	596.58	596.58
Subtotal		3,450,917.56	3,450,917.56
		100.00%	
Purchase	Nov 1st	-	-
Sale	Nov 1st	-	-
Amort	Nov 1st	-	-
Market Value	Nov 1st	-	-
Interest	Nov 1st	543.74	543.74
Subtotal		3,451,461.30	3,451,461.30
		100.00%	
Purchase	Dec 1st	-	-
Sale	Dec 1st	-	-
Amort	Dec 1st	-	-
Market Value	Dec 1st	-	-
Interest	Dec 1st	491.69	491.69
Subtotal		3,451,952.99	3,451,952.99
Totals for 1st quarter			
Balance forward		3,450,320.98	3,450,320.98
Purchase	Tot 1st	-	-
Sale	Tot 1st	-	-
Amort	Tot 1st	-	-
Market Value	Tot 1st	-	-
Interest	Tot 1st	1,632.01	1,632.01
Subtotal		3,451,952.99	3,451,952.99
2nd Quarter			
Balance forward		3,451,952.99	3,451,952.99
		100.00%	
Purchase	Jan 2nd	-	-
Sale	Jan 2nd	-	-
Amort	Jan 2nd	-	-
Market Value	Jan 2nd	-	-
Interest	Jan 2nd	-	-
Subtotal		3,451,952.99	3,451,952.99
		100.00%	
Purchase	Feb 2nd	-	-
Sale	Feb 2nd	-	-
Amort	Feb 2nd	-	-
Market Value	Feb 2nd	-	-
Interest	Feb 2nd	-	-
Subtotal		3,451,952.99	3,451,952.99
		100.00%	
Purchase	Mar 2nd	-	-
Sale	Mar 2nd	-	-
Amort	Mar 2nd	-	-
Market Value	Mar 2nd	-	-
Interest	Mar 2nd	-	-
Subtotal		3,451,952.99	3,451,952.99
Totals for 2nd quarter			
Balance forward		3,451,952.99	3,451,952.99
Purchase	Tot 2nd	-	-
Sale	Tot 2nd	-	-
Amort	Tot 2nd	-	-
Market Value	Tot 2nd	-	-
Interest	Tot 2nd	-	-
Subtotal		3,451,952.99	3,451,952.99

Texpool 84830-0001		19 EDC General	Total
3rd Quarter			
Balance forward		1,983,245.52	1,983,245.52
		100.00%	
Purchase	Apr 3rd	-	-
Sale	Apr 3rd	-	-
Amort	Apr 3rd	-	-
Market Value	Apr 3rd	-	-
Interest	Apr 3rd	-	-
Subtotal		1,983,245.52	1,983,245.52
		100.00%	
Purchase	May 3rd	-	-
Sale	May 3rd	-	-
Amort	May 3rd	-	-
Market Value	May 3rd	-	-
Interest	May 3rd	-	-
Subtotal		1,983,245.52	1,983,245.52
		100.00%	
Purchase	Jun 3rd	-	-
Sale	Jun 3rd	-	-
Amort	Jun 3rd	-	-
Market Value	Jun 3rd	-	-
Interest	Jun 3rd	-	-
Subtotal		1,983,245.52	1,983,245.52
Totals for 3rd quarter			
Balance forward		1,983,245.52	1,983,245.52
Purchase	Tot 3rd	-	-
Sale	Tot 3rd	-	-
Amort	Tot 3rd	-	-
Market Value	Tot 3rd	-	-
Interest	Tot 3rd	-	-
Subtotal		1,983,245.52	1,983,245.52
4th Quarter			
Balance forward		1,983,245.52	1,983,245.52
		100.00%	
Purchase	Jul 4th	-	-
Sale	Jul 4th	-	-
Amort	Jul 4th	-	-
Market Value	Jul 4th	-	-
Interest	Jul 4th	-	-
Subtotal		1,983,245.52	1,983,245.52
		100.00%	
Purchase	Aug 4th	-	-
Sale	Aug 4th	-	-
Amort	Aug 4th	-	-
Market Value	Aug 4th	-	-
Interest	Aug 4th	-	-
Subtotal		1,983,245.52	1,983,245.52
		100.00%	
Purchase	Sep 4th	-	-
Sale	Sep 4th	-	-
Amort	Sep 4th	-	-
Market Value	Sep 4th	-	-
Interest	Sep 4th	-	-
Subtotal		1,983,245.52	1,983,245.52
Totals for 4th quarter			
Balance forward		1,983,245.52	1,983,245.52
Purchase	Tot 4th	-	-
Sale	Tot 4th	-	-
Amort	Tot 4th	-	-
Market Value	Tot 4th	-	-
Interest	Tot 4th	-	-
Subtotal		1,983,245.52	1,983,245.52
Fiscal Year to Date			
Balance forward		1,982,307.89	1,982,307.89
Purchase	Tot YTD	-	-
Sale	Tot YTD	-	-
Amort	Tot YTD	-	-
Market Value	Tot YTD	-	-
Interest	Tot YTD	937.63	937.63
Subtotal		1,983,245.52	1,983,245.52

Texpool		19	
84830-0001		EDC General	Total
1st Quarter			
Balance forward		1,982,307.89	1,982,307.89
		100.00%	
Purchase	Oct 1st	-	-
Sale	Oct 1st	-	-
Amort	Oct 1st	-	-
Market Value	Oct 1st	-	-
Interest	Oct 1st	342.73	342.73
Subtotal		1,982,650.62	1,982,650.62
		100.00%	
Purchase	Nov 1st	-	-
Sale	Nov 1st	-	-
Amort	Nov 1st	-	-
Market Value	Nov 1st	-	-
Interest	Nov 1st	312.40	312.40
Subtotal		1,982,963.02	1,982,963.02
		100.00%	
Purchase	Dec 1st	-	-
Sale	Dec 1st	-	-
Amort	Dec 1st	-	-
Market Value	Dec 1st	-	-
Interest	Dec 1st	282.50	282.50
Subtotal		1,983,245.52	1,983,245.52
Totals for 1st quarter			
Balance forward		1,982,307.89	1,982,307.89
Purchase	Tot 1st	-	-
Sale	Tot 1st	-	-
Amort	Tot 1st	-	-
Market Value	Tot 1st	-	-
Interest	Tot 1st	937.63	937.63
Subtotal		1,983,245.52	1,983,245.52
2nd Quarter			
Balance forward		1,983,245.52	1,983,245.52
		100.00%	
Purchase	Jan 2nd	-	-
Sale	Jan 2nd	-	-
Amort	Jan 2nd	-	-
Market Value	Jan 2nd	-	-
Interest	Jan 2nd	-	-
Subtotal		1,983,245.52	1,983,245.52
		100.00%	
Purchase	Feb 2nd	-	-
Sale	Feb 2nd	-	-
Amort	Feb 2nd	-	-
Market Value	Feb 2nd	-	-
Interest	Feb 2nd	-	-
Subtotal		1,983,245.52	1,983,245.52
		100.00%	
Purchase	Mar 2nd	-	-
Sale	Mar 2nd	-	-
Amort	Mar 2nd	-	-
Market Value	Mar 2nd	-	-
Interest	Mar 2nd	-	-
Subtotal		1,983,245.52	1,983,245.52
Totals for 2nd quarter			
Balance forward		1,983,245.52	1,983,245.52
Purchase	Tot 2nd	-	-
Sale	Tot 2nd	-	-
Amort	Tot 2nd	-	-
Market Value	Tot 2nd	-	-
Interest	Tot 2nd	-	-
Subtotal		1,983,245.52	1,983,245.52

ICT 6540001279			01 General	02 Utility	03 Utility - Restricted	05 Equip Replacement	15 Debt Service	19 EDC General	Total
3rd Quarter									
Balance forward			-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93
			0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Apr	3rd	-	-	-	-	-	-	-
Sale	Apr	3rd	-	-	-	-	-	-	-
Amort	Apr	3rd	-	-	-	-	-	-	-
Market Value	Apr	3rd	-	-	-	-	-	-	-
Interest	Apr	3rd	-	-	-	-	-	-	-
Subtotal			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.93
			0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	May	3rd	-	-	-	-	-	-	-
Sale	May	3rd	-	-	-	-	-	-	-
Amort	May	3rd	-	-	-	-	-	-	-
Market Value	May	3rd	-	-	-	-	-	-	-
Interest	May	3rd	-	-	-	-	-	-	-
Subtotal			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.93
			0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Jun	3rd	-	-	-	-	-	-	-
Sale	Jun	3rd	-	-	-	-	-	-	-
Amort	Jun	3rd	-	-	-	-	-	-	-
Market Value	Jun	3rd	-	-	-	-	-	-	-
Interest	Jun	3rd	-	-	-	-	-	-	-
Subtotal			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.93
Totals for 3rd quarter									
Balance forward			-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93
Purchase	Tot	3rd	-	-	-	-	-	-	-
Sale	Tot	3rd	-	-	-	-	-	-	-
Amort	Tot	3rd	-	-	-	-	-	-	-
Market Value	Tot	3rd	-	-	-	-	-	-	-
Interest	Tot	3rd	-	-	-	-	-	-	-
Subtotal			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.92
4th Quarter									
Balance forward			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.92
			0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Jul	4th	-	-	-	-	-	-	-
Sale	Jul	4th	-	-	-	-	-	-	-
Amort	Jul	4th	-	-	-	-	-	-	-
Market Value	Jul	4th	-	-	-	-	-	-	-
Interest	Jul	4th	-	-	-	-	-	-	-
Subtotal			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.92
			0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Aug	4th	-	-	-	-	-	-	-
Sale	Aug	4th	-	-	-	-	-	-	-
Amort	Aug	4th	-	-	-	-	-	-	-
Market Value	Aug	4th	-	-	-	-	-	-	-
Interest	Aug	4th	-	-	-	-	-	-	-
Subtotal			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.92
			0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Sep	4th	-	-	-	-	-	-	-
Sale	Sep	4th	-	-	-	-	-	-	-
Amort	Sep	4th	-	-	-	-	-	-	-
Market Value	Sep	4th	-	-	-	-	-	-	-
Interest	Sep	4th	-	-	-	-	-	-	-
Subtotal			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.92
Totals for 4th quarter									
Balance forward			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.92
Purchase	Tot	4th	-	-	-	-	-	-	-
Sale	Tot	4th	-	-	-	-	-	-	-
Amort	Tot	4th	-	-	-	-	-	-	-
Market Value	Tot	4th	-	-	-	-	-	-	-
Interest	Tot	4th	-	-	-	-	-	-	-
Subtotal			-	459,657.64	1,755.38	111,191.45	-	244.44	572,848.92
Fiscal Year to Date									
Balance forward			-	459,614.88	1,755.22	111,181.12	-	244.42	572,795.64
Purchase	Tot	YTD	-	-	-	-	-	-	-
Sale	Tot	YTD	-	-	-	-	-	-	-
Amort	Tot	YTD	-	-	-	-	-	-	-
Market Value	Tot	YTD	-	-	-	-	-	-	-
Interest	Tot	YTD	-	42.76	0.16	10.34	-	0.02	53.28
Subtotal			-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93

ICT 6540001279		01 General	02 Utility	03 Utility - Restricted 14.44% 03-1003 12.43% 03-1005	05 Equip Replacement 05-1004	15 Debt Service 15-1004	19 EDC General 19-1004	Total
1st Quarter								
Balance forward		-	459,614.88	1,755.22	111,181.12	-	244.42	572,795.64
		0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Oct 1st	-	-	-	-	-	-	-
Sale	Oct 1st	-	-	-	-	-	-	-
Amort	Oct 1st	-	-	-	-	-	-	-
Market Value	Oct 1st	-	-	-	-	-	-	-
Interest	Oct 1st	-	18.96	0.07	4.59	-	0.01	23.66
Subtotal		-	459,633.86	1,755.29	111,185.71	-	244.43	572,819.30
		0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Nov 1st	-	-	-	-	-	-	-
Sale	Nov 1st	-	-	-	-	-	-	-
Amort	Nov 1st	-	-	-	-	-	-	-
Market Value	Nov 1st	-	-	-	-	-	-	-
Interest	Nov 1st	-	6.76	0.03	1.64	-	0.00	8.43
Subtotal		-	459,640.63	1,755.32	111,187.35	-	244.43	572,827.73
		0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Dec 1st	-	-	-	-	-	-	-
Sale	Dec 1st	-	-	-	-	-	-	-
Amort	Dec 1st	-	-	-	-	-	-	-
Market Value	Dec 1st	-	-	-	-	-	-	-
Interest	Dec 1st	-	17.01	0.06	4.11	-	0.01	21.20
Subtotal		-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93
Totals for 1st quarter								
Balance forward		-	459,614.88	1,755.22	111,181.12	-	244.42	572,795.64
Purchase	Tot 1st	-	-	-	-	-	-	-
Sale	Tot 1st	-	-	-	-	-	-	-
Amort	Tot 1st	-	-	-	-	-	-	-
Market Value	Tot 1st	-	-	-	-	-	-	-
Interest	Tot 1st	-	42.76	0.16	10.34	-	0.02	53.29
Subtotal		-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93
2nd Quarter								
Balance forward		-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93
		0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Jan 2nd	-	-	-	-	-	-	-
Sale	Jan 2nd	-	-	-	-	-	-	-
Amort	Jan 2nd	-	-	-	-	-	-	-
Market Value	Jan 2nd	-	-	-	-	-	-	-
Interest	Jan 2nd	-	-	-	-	-	-	-
Subtotal		-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93
		0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Feb 2nd	-	-	-	-	-	-	-
Sale	Feb 2nd	-	-	-	-	-	-	-
Amort	Feb 2nd	-	-	-	-	-	-	-
Market Value	Feb 2nd	-	-	-	-	-	-	-
Interest	Feb 2nd	-	-	-	-	-	-	-
Subtotal		-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93
		0.00%	80.24%	0.31%	19.41%	0.00%	0.04%	
Purchase	Mar 2nd	-	-	-	-	-	-	-
Sale	Mar 2nd	-	-	-	-	-	-	-
Amort	Mar 2nd	-	-	-	-	-	-	-
Market Value	Mar 2nd	-	-	-	-	-	-	-
Interest	Mar 2nd	-	-	-	-	-	-	-
Subtotal		-	459,657.64	1,755.37	111,191.46	-	244.44	572,848.93
Totals for 2nd quarter								
Balance forward		-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93
Purchase	Tot 2nd	-	-	-	-	-	-	-
Sale	Tot 2nd	-	-	-	-	-	-	-
Amort	Tot 2nd	-	-	-	-	-	-	-
Market Value	Tot 2nd	-	-	-	-	-	-	-
Interest	Tot 2nd	-	-	-	-	-	-	-
Subtotal		-	459,657.64	1,755.38	111,191.46	-	244.44	572,848.93

ICT		40	
6540001312		1998 TWDE	Total
3rd Quarter			
Balance forward		155,186.69	155,186.69
		100.00%	
Purchase	Apr 3rd	-	-
Sale	Apr 3rd	-	-
Amort	Apr 3rd	-	-
Market Value	Apr 3rd	-	-
Interest	Apr 3rd	-	-
Subtotal		155,186.69	155,186.69
		100.00%	
Purchase	May 3rd	-	-
Sale	May 3rd	-	-
Amort	May 3rd	-	-
Market Value	May 3rd	-	-
Interest	May 3rd	-	-
Subtotal		155,186.69	155,186.69
		100.00%	
Purchase	Jun 3rd	-	-
Sale	Jun 3rd	-	-
Amort	Jun 3rd	-	-
Market Value	Jun 3rd	-	-
Interest	Jun 3rd	-	-
Subtotal		155,186.69	155,186.69
Totals for 3rd quarter			
Balance forward		155,186.69	155,186.69
Purchase	Tot 3rd	-	-
Sale	Tot 3rd	-	-
Amort	Tot 3rd	-	-
Market Value	Tot 3rd	-	-
Interest	Tot 3rd	-	-
Subtotal		155,186.69	155,186.69
4th Quarter			
Balance forward		155,186.69	155,186.69
		100.00%	
Purchase	Jul 4th	-	-
Sale	Jul 4th	-	-
Amort	Jul 4th	-	-
Market Value	Jul 4th	-	-
Interest	Jul 4th	-	-
Subtotal		155,186.69	155,186.69
		100.00%	
Purchase	Aug 4th	-	-
Sale	Aug 4th	-	-
Amort	Aug 4th	-	-
Market Value	Aug 4th	-	-
Interest	Aug 4th	-	-
Subtotal		155,186.69	155,186.69
		100.00%	
Purchase	Sep 4th	-	-
Sale	Sep 4th	-	-
Amort	Sep 4th	-	-
Market Value	Sep 4th	-	-
Interest	Sep 4th	-	-
Subtotal		155,186.69	155,186.69
Totals for 4th quarter			
Balance forward		155,186.69	155,186.69
Purchase	Tot 4th	-	-
Sale	Tot 4th	-	-
Amort	Tot 4th	-	-
Market Value	Tot 4th	-	-
Interest	Tot 4th	-	-
Subtotal		155,186.69	155,186.69
Fiscal Year to Date			
Balance forward		155,172.26	155,172.26
Purchase	Tot YTD	-	-
Sale	Tot YTD	-	-
Amort	Tot YTD	-	-
Market Value	Tot YTD	-	-
Interest	Tot YTD	14.43	14.43
Subtotal		155,186.69	155,186.69

ICT 6540001312		40 1998 TWDE	Total
1st Quarter			
Balance forward		155,172.26	155,172.26
		100.00%	
Purchase	Oct 1st	-	-
Sale	Oct 1st	-	-
Amort	Oct 1st	-	-
Market Value	Oct 1st	-	-
Interest	Oct 1st	6.40	6.40
Subtotal		155,178.66	155,178.66
		100.00%	
Purchase	Nov 1st	-	-
Sale	Nov 1st	-	-
Amort	Nov 1st	-	-
Market Value	Nov 1st	-	-
Interest	Nov 1st	2.29	2.29
Subtotal		155,180.95	155,180.95
		100.00%	
Purchase	Dec 1st	-	-
Sale	Dec 1st	-	-
Amort	Dec 1st	-	-
Market Value	Dec 1st	-	-
Interest	Dec 1st	5.74	5.74
Subtotal		155,186.69	155,186.69
Totals for 1st quarter			
Balance forward		155,172.26	155,172.26
Purchase	Tot 1st	-	-
Sale	Tot 1st	-	-
Amort	Tot 1st	-	-
Market Value	Tot 1st	-	-
Interest	Tot 1st	14.43	14.43
Subtotal		155,186.69	155,186.69
2nd Quarter			
Balance forward		155,186.69	155,186.69
		100.00%	
Purchase	Jan 2nd	-	-
Sale	Jan 2nd	-	-
Amort	Jan 2nd	-	-
Market Value	Jan 2nd	-	-
Interest	Jan 2nd	-	-
Subtotal		155,186.69	155,186.69
		100.00%	
Purchase	Feb 2nd	-	-
Sale	Feb 2nd	-	-
Amort	Feb 2nd	-	-
Market Value	Feb 2nd	-	-
Interest	Feb 2nd	-	-
Subtotal		155,186.69	155,186.69
		100.00%	
Purchase	Mar 2nd	-	-
Sale	Mar 2nd	-	-
Amort	Mar 2nd	-	-
Market Value	Mar 2nd	-	-
Interest	Mar 2nd	-	-
Subtotal		155,186.69	155,186.69
Totals for 2nd quarter			
Balance forward		155,186.69	155,186.69
Purchase	Tot 2nd	-	-
Sale	Tot 2nd	-	-
Amort	Tot 2nd	-	-
Market Value	Tot 2nd	-	-
Interest	Tot 2nd	-	-
Subtotal		155,186.69	155,186.69

Logic 746012995-01		01 General	02 Utility	03 Utility - Restricted	05 Equip Replacement	10 Hotel/Motel	15 Debt Service	Total
3rd Quarter								
Balance forward		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.17	2,356,452.35
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Apr 3rd	-	-	-	-	-	-	-
Sale	Apr 3rd	-	-	-	-	-	-	-
Amort	Apr 3rd	-	-	-	-	-	-	-
Market Value	Apr 3rd	-	-	-	-	-	-	-
Interest	Apr 3rd	-	-	-	-	-	-	-
Subtotal		51,308.85	839,555.54	3,456.26	767,421.21	578,413.35	116,297.18	2,356,452.35
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	May 3rd	-	-	-	-	-	-	-
Sale	May 3rd	-	-	-	-	-	-	-
Amort	May 3rd	-	-	-	-	-	-	-
Market Value	May 3rd	-	-	-	-	-	-	-
Interest	May 3rd	-	-	-	-	-	-	-
Subtotal		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.35
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Jun 3rd	-	-	-	-	-	-	-
Sale	Jun 3rd	-	-	-	-	-	-	-
Amort	Jun 3rd	-	-	-	-	-	-	-
Market Value	Jun 3rd	-	-	-	-	-	-	-
Interest	Jun 3rd	-	-	-	-	-	-	-
Subtotal		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.35
Totals for 3rd quarter								
Balance forward		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.17	2,356,452.35
Purchase	Tot 3rd	-	-	-	-	-	-	-
Sale	Tot 3rd	-	-	-	-	-	-	-
Amort	Tot 3rd	-	-	-	-	-	-	-
Market Value	Tot 3rd	-	-	-	-	-	-	-
Interest	Tot 3rd	-	-	-	-	-	-	-
Subtotal		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.34
4th Quarter								
Balance forward		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.34
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Jul 4th	-	-	-	-	-	-	-
Sale	Jul 4th	-	-	-	-	-	-	-
Amort	Jul 4th	-	-	-	-	-	-	-
Market Value	Jul 4th	-	-	-	-	-	-	-
Interest	Jul 4th	-	-	-	-	-	-	-
Subtotal		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.34
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Aug 4th	-	-	-	-	-	-	-
Sale	Aug 4th	-	-	-	-	-	-	-
Amort	Aug 4th	-	-	-	-	-	-	-
Market Value	Aug 4th	-	-	-	-	-	-	-
Interest	Aug 4th	-	-	-	-	-	-	-
Subtotal		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.34
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Sep 4th	-	-	-	-	-	-	-
Sale	Sep 4th	-	-	-	-	-	-	-
Amort	Sep 4th	-	-	-	-	-	-	-
Market Value	Sep 4th	-	-	-	-	-	-	-
Interest	Sep 4th	-	-	-	-	-	-	-
Subtotal		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.34
Totals for 4th quarter								
Balance forward		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.34
Purchase	Tot 4th	-	-	-	-	-	-	-
Sale	Tot 4th	-	-	-	-	-	-	-
Amort	Tot 4th	-	-	-	-	-	-	-
Market Value	Tot 4th	-	-	-	-	-	-	-
Interest	Tot 4th	-	-	-	-	-	-	-
Subtotal		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.18	2,356,452.34
Fiscal Year to Date								
Balance forward		51,280.06	839,084.82	3,454.31	766,990.94	578,089.05	116,231.97	2,355,131.15
Purchase	Tot YTD	-	-	-	-	-	-	-
Sale	Tot YTD	-	-	-	-	-	-	-
Amort	Tot YTD	-	-	-	-	-	-	-
Market Value	Tot YTD	-	-	-	-	-	-	-
Interest	Tot YTD	28.77	470.72	1.94	430.27	324.30	65.20	1,321.20
Subtotal		51,308.83	839,555.54	3,456.25	767,421.21	578,413.35	116,297.17	2,356,452.35

Logic 746012995-01		01 General	02 Utility	03 Utility - Restricted	05 Equip. Replacement	10 Hotel/Motel	15 Debt Service	Total
		01-1004	02-1008 02-3090	11.51% 03-1003 7.27% 03-1005	05-1004	10-1004 10-3216	15-1004	
1st Quarter								
Balance forward		51,280.06	839,084.82	3,454.31	766,990.94	578,089.05	116,231.97	2,355,131.15
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Oct 1st	-	-	-	-	-	-	-
Sale	Oct 1st	-	-	-	-	-	-	-
Amort	Oct 1st	-	-	-	-	-	-	-
Market Value	Oct 1st	-	-	-	-	-	-	-
Interest	Oct 1st	9.99	163.49	0.67	149.44	112.63	22.65	458.87
Subtotal		51,290.05	839,248.31	3,454.98	767,140.38	578,201.68	116,254.62	2,355,590.02
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Nov 1st	-	-	-	-	-	-	-
Sale	Nov 1st	-	-	-	-	-	-	-
Amort	Nov 1st	-	-	-	-	-	-	-
Market Value	Nov 1st	-	-	-	-	-	-	-
Interest	Nov 1st	9.46	154.80	0.64	141.50	106.65	21.44	434.48
Subtotal		51,299.51	839,403.10	3,455.62	767,281.87	578,308.33	116,276.06	2,356,024.50
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Dec 1st	-	-	-	-	-	-	-
Sale	Dec 1st	-	-	-	-	-	-	-
Amort	Dec 1st	-	-	-	-	-	-	-
Market Value	Dec 1st	-	-	-	-	-	-	-
Interest	Dec 1st	9.32	152.43	0.63	139.34	105.02	21.12	427.85
Subtotal		51,308.83	839,555.54	3,456.25	767,421.20	578,413.35	116,297.17	2,356,452.35
Totals for 1st quarter								
Balance forward		51,280.06	839,084.82	3,454.31	766,990.94	578,089.05	116,231.97	2,355,131.15
Purchase	Tot 1st	-	-	-	-	-	-	-
Sale	Tot 1st	-	-	-	-	-	-	-
Amort	Tot 1st	-	-	-	-	-	-	-
Market Value	Tot 1st	-	-	-	-	-	-	-
Interest	Tot 1st	28.77	470.72	1.94	430.27	324.30	65.20	1,321.20
Subtotal		51,308.83	839,555.54	3,456.25	767,421.21	578,413.35	116,297.17	2,356,452.35
2nd Quarter								
Balance forward		51,308.83	839,555.54	3,456.25	767,421.21	578,413.35	116,297.17	2,356,452.35
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Jan 2nd	-	-	-	-	-	-	-
Sale	Jan 2nd	-	-	-	-	-	-	-
Amort	Jan 2nd	-	-	-	-	-	-	-
Market Value	Jan 2nd	-	-	-	-	-	-	-
Interest	Jan 2nd	-	-	-	-	-	-	-
Subtotal		51,308.83	839,555.55	3,456.25	767,421.22	578,413.36	116,297.17	2,356,452.35
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Feb 2nd	-	-	-	-	-	-	-
Sale	Feb 2nd	-	-	-	-	-	-	-
Amort	Feb 2nd	-	-	-	-	-	-	-
Market Value	Feb 2nd	-	-	-	-	-	-	-
Interest	Feb 2nd	-	-	-	-	-	-	-
Subtotal		51,308.82	839,555.55	3,456.25	767,421.21	578,413.36	116,297.17	2,356,452.35
		2.18%	35.63%	0.15%	32.57%	24.55%	4.94%	
Purchase	Mar 2nd	-	-	-	-	-	-	-
Sale	Mar 2nd	-	-	-	-	-	-	-
Amort	Mar 2nd	-	-	-	-	-	-	-
Market Value	Mar 2nd	-	-	-	-	-	-	-
Interest	Mar 2nd	-	-	-	-	-	-	-
Subtotal		51,308.82	839,555.55	3,456.25	767,421.21	578,413.36	116,297.17	2,356,452.35
Totals for 2nd quarter								
Balance forward		51,308.83	839,555.54	3,456.25	767,421.21	578,413.35	116,297.17	2,356,452.35
Purchase	Tot 2nd	-	-	-	-	-	-	-
Sale	Tot 2nd	-	-	-	-	-	-	-
Amort	Tot 2nd	-	-	-	-	-	-	-
Market Value	Tot 2nd	-	-	-	-	-	-	-
Interest	Tot 2nd	-	-	-	-	-	-	-
Subtotal		51,308.84	839,555.54	3,456.25	767,421.21	578,413.35	116,297.17	2,356,452.35

Amegy Bank		19	
C.D. 100880		LMEDC General	Total
3rd Quarter			
Balance forward		70,000.00	70,000.00
		100.00%	
Purchase	Apr 3rd	-	-
Sale	Apr 3rd	-	-
Amort	Apr 3rd	-	-
Market Value	Apr 3rd	-	-
Interest	Apr 3rd	-	-
Subtotal		70,000.00	70,000.00
		100.00%	
Purchase	May 3rd	-	-
Sale	May 3rd	-	-
Amort	May 3rd	-	-
Market Value	May 3rd	-	-
Interest	May 3rd	-	-
Subtotal		70,000.00	70,000.00
		100.00%	
Purchase	Jun 3rd	-	-
Sale	Jun 3rd	-	-
Amort	Jun 3rd	-	-
Market Value	Jun 3rd	-	-
Interest	Jun 3rd	-	-
Subtotal		70,000.00	70,000.00
Totals for 3rd quarter			
Balance forward		70,000.00	70,000.00
Purchase	Tot 3rd	-	-
Sale	Tot 3rd	-	-
Amort	Tot 3rd	-	-
Market Value	Tot 3rd	-	-
Interest	Tot 3rd	-	-
Subtotal		70,000.00	70,000.00
4th Quarter			
Balance forward		70,000.00	70,000.00
		100.00%	
Purchase	Jul 4th	-	-
Sale	Jul 4th	-	-
Amort	Jul 4th	-	-
Market Value	Jul 4th	-	-
Interest	Jul 4th	-	-
Subtotal		70,000.00	70,000.00
		100.00%	
Purchase	Aug 4th	-	-
Sale	Aug 4th	-	-
Amort	Aug 4th	-	-
Market Value	Aug 4th	-	-
Interest	Aug 4th	-	-
Subtotal		70,000.00	70,000.00
		100.00%	
Purchase	Sep 4th	-	-
Sale	Sep 4th	-	-
Amort	Sep 4th	-	-
Market Value	Sep 4th	-	-
Interest	Sep 4th	-	-
Subtotal		70,000.00	70,000.00
Totals for 4th quarter			
Balance forward		70,000.00	70,000.00
Purchase	Tot 4th	-	-
Sale	Tot 4th	-	-
Amort	Tot 4th	-	-
Market Value	Tot 4th	-	-
Interest	Tot 4th	-	-
Subtotal		70,000.00	70,000.00
Fiscal Year to Date			
Balance forward		70,000.00	70,000.00
Purchase	Tot YTD	(147.82)	(147.82)
Sale	Tot YTD	-	-
Amort	Tot YTD	-	-
Market Value	Tot YTD	-	-
Interest	Tot YTD	147.82	147.82
Subtotal		70,000.00	70,000.00

Amegy Bank C.D. 100880		19	LMEDC General	Total
1st Quarter				
Balance forward			70,000.00	70,000.00
			100.00%	
Purchase	Oct 1st	(48.73)	(48.73)	
Sale	Oct 1st	-	-	
Amort	Oct 1st	-	-	
Market Value	Oct 1st	-	-	
Interest	Oct 1st	48.73	48.73	
Subtotal			70,000.00	70,000.00
			100.00%	
Purchase	Nov 1st	(50.36)	(50.36)	
Sale	Nov 1st	-	-	
Amort	Nov 1st	-	-	
Market Value	Nov 1st	-	-	
Interest	Nov 1st	50.36	50.36	
Subtotal			70,000.00	70,000.00
			100.00%	
Purchase	Dec 1st	(48.73)	(48.73)	
Sale	Dec 1st	-	-	
Amort	Dec 1st	-	-	
Market Value	Dec 1st	-	-	
Interest	Dec 1st	48.73	48.73	
Subtotal			70,000.00	70,000.00
Totals for 1st quarter				
Balance forward			70,000.00	70,000.00
Purchase	Tot 1st	(147.82)	(147.82)	
Sale	Tot 1st	-	-	
Amort	Tot 1st	-	-	
Market Value	Tot 1st	-	-	
Interest	Tot 1st	147.82	147.82	
Subtotal			70,000.00	70,000.00
2nd Quarter				
Balance forward			70,000.00	70,000.00
			100.00%	
Purchase	Jan 2nd	-	-	
Sale	Jan 2nd	-	-	
Amort	Jan 2nd	-	-	
Market Value	Jan 2nd	-	-	
Interest	Jan 2nd	-	-	
Subtotal			70,000.00	70,000.00
			100.00%	
Purchase	Feb 2nd	-	-	
Sale	Feb 2nd	-	-	
Amort	Feb 2nd	-	-	
Market Value	Feb 2nd	-	-	
Interest	Feb 2nd	-	-	
Subtotal			70,000.00	70,000.00
			100.00%	
Purchase	Mar 2nd	-	-	
Sale	Mar 2nd	-	-	
Amort	Mar 2nd	-	-	
Market Value	Mar 2nd	-	-	
Interest	Mar 2nd	-	-	
Subtotal			70,000.00	70,000.00
Totals for 2nd quarter				
Balance forward			70,000.00	70,000.00
Purchase	Tot 2nd	-	-	
Sale	Tot 2nd	-	-	
Amort	Tot 2nd	-	-	
Market Value	Tot 2nd	-	-	
Interest	Tot 2nd	-	-	
Subtotal			70,000.00	70,000.00

Moody National Bank		19	
C.D. 1011835		LMEDC General	Total
3rd Quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Apr 3rd	-	-
Sale	Apr 3rd	-	-
Amort	Apr 3rd	-	-
Market Value	Apr 3rd	-	-
Interest	Apr 3rd	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	May 3rd	-	-
Sale	May 3rd	-	-
Amort	May 3rd	-	-
Market Value	May 3rd	-	-
Interest	May 3rd	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Jun 3rd	-	-
Sale	Jun 3rd	-	-
Amort	Jun 3rd	-	-
Market Value	Jun 3rd	-	-
Interest	Jun 3rd	-	-
Subtotal		100,000.00	100,000.00
Totals for 3rd quarter			
Balance forward		100,000.00	100,000.00
Purchase	Tot 3rd	-	-
Sale	Tot 3rd	-	-
Amort	Tot 3rd	-	-
Market Value	Tot 3rd	-	-
Interest	Tot 3rd	-	-
Subtotal		100,000.00	100,000.00
4th Quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Jul 4th	-	-
Sale	Jul 4th	-	-
Amort	Jul 4th	-	-
Market Value	Jul 4th	-	-
Interest	Jul 4th	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Aug 4th	-	-
Sale	Aug 4th	-	-
Amort	Aug 4th	-	-
Market Value	Aug 4th	-	-
Interest	Aug 4th	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Sep 4th	-	-
Sale	Sep 4th	-	-
Amort	Sep 4th	-	-
Market Value	Sep 4th	-	-
Interest	Sep 4th	-	-
Subtotal		100,000.00	100,000.00
Totals for 4th quarter			
Balance forward		100,000.00	100,000.00
Purchase	Tot 4th	-	-
Sale	Tot 4th	-	-
Amort	Tot 4th	-	-
Market Value	Tot 4th	-	-
Interest	Tot 4th	-	-
Subtotal		100,000.00	100,000.00
Fiscal Year to Date			
Balance forward		100,000.00	100,000.00
Purchase	Tot YTD	(299.18)	(299.18)
Sale	Tot YTD	-	-
Amort	Tot YTD	-	-
Market Value	Tot YTD	-	-
Interest	Tot YTD	299.18	299.18
Subtotal		100,000.00	100,000.00

Moody National Bank		19	
C.D. 1011835		LMEDC General	Total
1st Quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Oct 1st	(98.63)	(98.63)
Sale	Oct 1st	-	-
Amort	Oct 1st	-	-
Market Value	Oct 1st	-	-
Interest	Oct 1st	98.63	98.63
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Nov 1st	(101.92)	(101.92)
Sale	Nov 1st	-	-
Amort	Nov 1st	-	-
Market Value	Nov 1st	-	-
Interest	Nov 1st	101.92	101.92
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Dec 1st	(98.63)	(98.63)
Sale	Dec 1st	-	-
Amort	Dec 1st	-	-
Market Value	Dec 1st	-	-
Interest	Dec 1st	98.63	98.63
Subtotal		100,000.00	100,000.00
Totals for 1st quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Tot 1st	(299.18)	(299.18)
Sale	Tot 1st	-	-
Amort	Tot 1st	-	-
Market Value	Tot 1st	-	-
Interest	Tot 1st	299.18	299.18
Subtotal		100,000.00	100,000.00
2nd Quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Jan 2nd	-	-
Sale	Jan 2nd	-	-
Amort	Jan 2nd	-	-
Market Value	Jan 2nd	-	-
Interest	Jan 2nd	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Feb 2nd	-	-
Sale	Feb 2nd	-	-
Amort	Feb 2nd	-	-
Market Value	Feb 2nd	-	-
Interest	Feb 2nd	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Mar 2nd	-	-
Sale	Mar 2nd	-	-
Amort	Mar 2nd	-	-
Market Value	Mar 2nd	-	-
Interest	Mar 2nd	-	-
Subtotal		100,000.00	100,000.00
Totals for 2nd quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Tot 2nd	-	-
Sale	Tot 2nd	-	-
Amort	Tot 2nd	-	-
Market Value	Tot 2nd	-	-
Interest	Tot 2nd	-	-
Subtotal		100,000.00	100,000.00

Moody National Bank		19	
C.D. 60004478		LMEDC General	Total
3rd Quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Apr 3rd	-	-
Sale	Apr 3rd	-	-
Amort	Apr 3rd	-	-
Market Value	Apr 3rd	-	-
Interest	Apr 3rd	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	May 3rd	-	-
Sale	May 3rd	-	-
Amort	May 3rd	-	-
Market Value	May 3rd	-	-
Interest	May 3rd	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Jun 3rd	-	-
Sale	Jun 3rd	-	-
Amort	Jun 3rd	-	-
Market Value	Jun 3rd	-	-
Interest	Jun 3rd	-	-
Subtotal		100,000.00	100,000.00
Totals for 3rd quarter			
Balance forward		100,000.00	100,000.00
Purchase	Tot 3rd	-	-
Sale	Tot 3rd	-	-
Amort	Tot 3rd	-	-
Market Value	Tot 3rd	-	-
Interest	Tot 3rd	-	-
Subtotal		100,000.00	100,000.00
4th Quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Jul 4th	-	-
Sale	Jul 4th	-	-
Amort	Jul 4th	-	-
Market Value	Jul 4th	-	-
Interest	Jul 4th	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Aug 4th	-	-
Sale	Aug 4th	-	-
Amort	Aug 4th	-	-
Market Value	Aug 4th	-	-
Interest	Aug 4th	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Sep 4th	-	-
Sale	Sep 4th	-	-
Amort	Sep 4th	-	-
Market Value	Sep 4th	-	-
Interest	Sep 4th	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Totals for 4th quarter			
Balance forward		100,000.00	100,000.00
Purchase	Tot 4th	-	-
Sale	Tot 4th	-	-
Amort	Tot 4th	-	-
Market Value	Tot 4th	-	-
Interest	Tot 4th	-	-
Subtotal		100,000.00	100,000.00
Fiscal Year to Date			
Balance forward		100,000.00	100,000.00
Purchase	Tot YTD	(299.18)	(299.18)
Sale	Tot YTD	-	-
Amort	Tot YTD	-	-
Market Value	Tot YTD	-	-
Interest	Tot YTD	299.18	299.18
Subtotal		100,000.00	100,000.00

Moody National Bank		19	
C.D. 60004478		LMEDC General	Total
1st Quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Oct 1st	(98.63)	(98.63)
Sale	Oct 1st	-	-
Amort	Oct 1st	-	-
Market Value	Oct 1st	-	-
Interest	Oct 1st	98.63	98.63
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Nov 1st	(101.92)	(101.92)
Sale	Nov 1st	-	-
Amort	Nov 1st	-	-
Market Value	Nov 1st	-	-
Interest	Nov 1st	101.92	101.92
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Dec 1st	(98.63)	(98.63)
Sale	Dec 1st	-	-
Amort	Dec 1st	-	-
Market Value	Dec 1st	-	-
Interest	Dec 1st	98.63	98.63
Subtotal		100,000.00	100,000.00
Totals for 1st quarter			
Balance forward		100,000.00	100,000.00
Purchase	Tot 1st	(299.18)	(299.18)
Sale	Tot 1st	-	-
Amort	Tot 1st	-	-
Market Value	Tot 1st	-	-
Interest	Tot 1st	299.18	299.18
Subtotal		100,000.00	100,000.00
2nd Quarter			
Balance forward		100,000.00	100,000.00
		100.00%	
Purchase	Jan 2nd	-	-
Sale	Jan 2nd	-	-
Amort	Jan 2nd	-	-
Market Value	Jan 2nd	-	-
Interest	Jan 2nd	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Feb 2nd	-	-
Sale	Feb 2nd	-	-
Amort	Feb 2nd	-	-
Market Value	Feb 2nd	-	-
Interest	Feb 2nd	-	-
Subtotal		100,000.00	100,000.00
		100.00%	
Purchase	Mar 2nd	-	-
Sale	Mar 2nd	-	-
Amort	Mar 2nd	-	-
Market Value	Mar 2nd	-	-
Interest	Mar 2nd	-	-
Subtotal		100,000.00	100,000.00
Totals for 2nd quarter			
Balance forward		100,000.00	100,000.00
Purchase	Tot 2nd	-	-
Sale	Tot 2nd	-	-
Amort	Tot 2nd	-	-
Market Value	Tot 2nd	-	-
Interest	Tot 2nd	-	-
Subtotal		100,000.00	100,000.00

Merill Lynch Money Market		20	LMEDC Enterprise	Total
<u>3rd Quarter</u>				
Balance forward			357,062.25	357,062.25
			100.00%	
Purchase	Apr 3rd		-	-
Sale	Apr 3rd		-	-
Amort	Apr 3rd		-	-
Market Value	Apr 3rd		-	-
Interest	Apr 3rd		-	-
Subtotal			357,062.25	357,062.25
			100.00%	
Purchase	May 3rd		-	-
Sale	May 3rd		-	-
Amort	May 3rd		-	-
Market Value	May 3rd		-	-
Interest	May 3rd		-	-
Subtotal			357,062.25	357,062.25
			100.00%	
Purchase	Jun 3rd		-	-
Sale	Jun 3rd		-	-
Amort	Jun 3rd		-	-
Market Value	Jun 3rd		-	-
Interest	Jun 3rd		-	-
Subtotal			357,062.25	357,062.25
<u>Totals for 3rd quarter</u>				
Balance forward			357,062.25	357,062.25
Purchase	Tot 3rd		-	-
Sale	Tot 3rd		-	-
Amort	Tot 3rd		-	-
Market Value	Tot 3rd		-	-
Interest	Tot 3rd		-	-
Subtotal			357,062.25	357,062.25
<u>4th Quarter</u>				
Balance forward			357,062.25	357,062.25
			100.00%	
Purchase	Jul 4th		-	-
Sale	Jul 4th		-	-
Amort	Jul 4th		-	-
Market Value	Jul 4th		-	-
Interest	Jul 4th		-	-
Subtotal			357,062.25	357,062.25
			100.00%	
Purchase	Aug 4th		-	-
Sale	Aug 4th		-	-
Amort	Aug 4th		-	-
Market Value	Aug 4th		-	-
Interest	Aug 4th		-	-
Subtotal			357,062.25	357,062.25
			100.00%	
Purchase	Sep 4th		-	-
Sale	Sep 4th		-	-
Amort	Sep 4th		-	-
Market Value	Sep 4th		-	-
Interest	Sep 4th		-	-
Subtotal			357,062.25	357,062.25
<u>Totals for 4th quarter</u>				
Balance forward			357,062.25	357,062.25
Purchase	Tot 4th		-	-
Sale	Tot 4th		-	-
Amort	Tot 4th		-	-
Market Value	Tot 4th		-	-
Interest	Tot 4th		-	-
Subtotal			357,062.25	357,062.25
<u>Fiscal Year to Date</u>				
Balance forward			356,849.35	356,849.35
Purchase	Tot YTD		-	-
Sale	Tot YTD		-	-
Amort	Tot YTD		-	-
Market Value	Tot YTD		-	-
Interest	Tot YTD		212.90	212.90
Subtotal			357,062.25	357,062.25

Merill Lynch Money Market		20	LMEDC Enterprise	Total
1st Quarter				
Balance forward			356,849.35	356,849.35
			100.00%	
Purchase	Oct 1st		-	-
Sale	Oct 1st		-	-
Amort	Oct 1st		-	-
Market Value	Oct 1st		-	-
Interest	Oct 1st		81.59	81.59
Subtotal			356,930.94	356,930.94
			100.00%	
Purchase	Nov 1st		-	-
Sale	Nov 1st		-	-
Amort	Nov 1st		-	-
Market Value	Nov 1st		-	-
Interest	Nov 1st		64.33	64.33
Subtotal			356,995.27	356,995.27
			100.00%	
Purchase	Dec 1st		-	-
Sale	Dec 1st		-	-
Amort	Dec 1st		-	-
Market Value	Dec 1st		-	-
Interest	Dec 1st		66.98	66.98
Subtotal			357,062.25	357,062.25
Totals for 1st quarter				
Balance forward			356,849.35	356,849.35
Purchase	Tot 1st		-	-
Sale	Tot 1st		-	-
Amort	Tot 1st		-	-
Market Value	Tot 1st		-	-
Interest	Tot 1st		212.90	212.90
Subtotal			357,062.25	357,062.25
2nd Quarter				
Balance forward			357,062.25	357,062.25
			100.00%	
Purchase	Jan 2nd		-	-
Sale	Jan 2nd		-	-
Amort	Jan 2nd		-	-
Market Value	Jan 2nd		-	-
Interest	Jan 2nd		-	-
Subtotal			357,062.25	357,062.25
			100.00%	
Purchase	Feb 2nd		-	-
Sale	Feb 2nd		-	-
Amort	Feb 2nd		-	-
Market Value	Feb 2nd		-	-
Interest	Feb 2nd		-	-
Subtotal			357,062.25	357,062.25
			100.00%	
Purchase	Mar 2nd		-	-
Sale	Mar 2nd		-	-
Amort	Mar 2nd		-	-
Market Value	Mar 2nd		-	-
Interest	Mar 2nd		-	-
Subtotal			357,062.25	357,062.25
Totals for 2nd quarter				
Balance forward			357,062.25	357,062.25
Purchase	Tot 2nd		-	-
Sale	Tot 2nd		-	-
Amort	Tot 2nd		-	-
Market Value	Tot 2nd		-	-
Interest	Tot 2nd		-	-
Subtotal			357,062.25	357,062.25

Memo

To: Eric Gage, City Manager
From: Karen Cooper, Finance Director
CC: Council
Date: January 20, 2011
Re: Budget Amendments



Attached document contains the budget amendments needed to close out fiscal year 2010.

These budget amendments are within department, therefore Fund Balances are not being hit for any purpose.

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>
City Manager		
Administration		
Extra Help	345	
Vehicle Allowance	12	
Advertising & Promotions	113	
General Insurance		1,052
Dues, Subscriptions, Memberships	582	
General Administration		
Extra Help	999	
Operating Supplies/Misc Admin	4,815	
Rental Expense	6,821	
Janitorial supplies	7,267	
Repair/Maintenance - Equipment	905	
Professional Fees		23,663
Communication	2,429	
Utilities	427	
City Council		
Misc Admin		
Janitorial supplies		
Repair/Maintenance - Bldg		
General Insurance		
Professional Fees	3,965	
Schools & Travel		
Council Expense	633	
Dues/Subscriptions		
Utilities	270	
Bldgs/Furniture/Fixtures	0	4,868
City Manager - Total Amendment	<u>29,583</u>	<u>29,583</u>
Finance/Accounting		
Financing for Software	325,000	
Longevity	504	
Extra Help	3,308	
Overtime	187	
Operating Supplies/Misc Admin	3,649	
R&M - Bldg/Furn/Fix	597	
R&M - Vehicles	1,205	
Utilities		1,648
Professional Fees		10,000
General Insurance	2,198	
Software Purchase		325,000
Finance - Total Amendment	<u>336,648</u>	<u>336,648</u>
Inspections		
Longevity	58	
Extra Help	3,294	
Group Health Insurance	2,699	
Workers' Compensation		
Operating Supplies/Misc Admin	32	
General Insurance		899
Professional Fees		10,000
School and Travel	2,295	
Dues, Subscriptions, Memberships	63	
Utilities	2,458	
Inspection - Total Amendment	<u>10,899</u>	<u>10,899</u>

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>
Judicial		
Longevity	294	
Extra Help	0	
Overtime	1,957	
Operating Supplies/Misc Admin		2,000
Uniforms & Safety Gear	708	
Repair & Maintenance - Equipment	143	
General Insurance		367
Professional Fees/Jury Fees	767	
Contract Judge		3,175
Contract Prosecutor	235	
School and Travel	394	
Communications	1,044	
Judicial - Total Amendment	<u>5,542</u>	<u>5,542</u>
Police		
Longevity	2,220	
Fuel		3,208
Janitorial Supplies & Maintenance	7,857	
Repair/Maint - Building Furniture & Fixtures	115	
Professional Fees	4,332	
Arbitration		12,000
Civil Service	563	
Advertising	107	
Equipment - Vehicles	14	
Police - Total Amendment	<u>15,208</u>	<u>15,208</u>
Fire		
Regular Payroll	73,911	
Longevity	828	
Overtime	0	47,500
Payroll Taxes	1	
Group Health Insurance		17,500
First Response Supplies		19,000
Uniforms & Safety Gear		6,000
Repair/Maint - Building Furniture & Fixtures		9,000
Repair & Maintenance - Vehicle	0	7,600
R&M - Equipment		5,500
General Insurance		2,474
Professional Fees	30,928	
Collective Bargaining	3,979	
Dues, Subscriptions, Memberships	664	
Utilities	1,132	
Equipment - Vehicles	3,131	
Fire - Total Amendment	<u>114,574</u>	<u>114,574</u>
City Clerk		
Longevity		
Extra Help	1,978	
Payroll Taxes	967	
Group Health Insurance		20,935
Operating Supplies/Misc Admin	1,271	
Repair/Maint - Building Furniture & Fixtures	733	
Election		
General Insurance	306	
Professional Fees	15,494	
Communications	186	
City Clerk - Total Amendment	<u>20,936</u>	<u>20,935</u>

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>
Library		
Retirement (TMRS)		3,444
Group Health Insurance	99	
Workers' Compensation	39	
Operating Supplies/Misc Admin	861	
Janitorial Supplies & Maintenance	184	
Repair/Maint - Building Furniture & Fixtures	2,014	
General Insurance		3,800
Dues, Subscriptions, Memberships	566	
Communications	641	
Utilities	398	
Library Materials	1,045	
Lone Star Grant Expenditures	1,397	
Library - Total Amendment	<u>7,244</u>	<u>7,244</u>
Parks		
Longevity	18	
Group Health Insurance	1,791	
Fuel	2,447	
Janitorial Supplies & Maintenance		1,300
Repair/Maint - Facilities		1,250
Repair & Maintenance - Vehicle	500	
R&M - Equipment	2,402	
General Insurance		1,277
Professional Fees	175	
Utilities		3,507
Replacement Cost	1	
Parks - Total Amendment	<u>7,334</u>	<u>7,334</u>
Shop/Service Facility		
Regular Payroll	3,760	
Longevity	348	
Overtime	300	
Small Tools	202	
Repair/Maint - Bldg	227	
General Insurance	0	665
Professional Fees		5,825
Communications	383	
Utilities	1,269	
Replacement Cost	1	
Shop/Service Facility - Total Amendment	<u>6,490</u>	<u>6,490</u>

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>
Public Works - Administration		
Regular Payroll	535	
Longevity	72	
Extra Help	300	
Overtime		1,200
Payroll Taxes	31	
Retirement (TMRS)		408
Group Health Insurance		37
Workers' Compensation	15	
Operating Supplies/Misc Admin	801	
Fuel		236
Small Tools		77
Janitorial Supplies & Maintenance	374	
Repair/Maint - Bldg		1,500
Repair & Maintenance - Equipment	679	
General Insurance	4,564	
Professional Fees	1,700	
School and Travel		192
Dues, Subscriptions, Memberships	14	
Communications	572	
Utilities		5,757
Building		250
P/W Administration - Total Amendment	<u>9,657</u>	<u>9,657</u>

Streets		
Regular Payroll	29076	
Extra Help		5,850
Payroll Taxes	2,232	
Retirement (TMRS)		2,430
Group Health Insurance		25,367
Workers' Compensation		6,450
Operating Supplies/Misc Admin		1,550
Fuel		1,800
Rental		12,350
Uniforms & Safety Gear		970
Small Tools		1,790
Janitorial Supplies & Maintenance		680
R&M - Street/Road		1,950
R&M - Drainage		32,860
Repair & Maintenance - Vehicle		5,600
Repair & Maintenance - Equipment	18,807	
Traffic Control Maintenance	5,169	
General Insurance		12,300
Professional Fees	609	
Arbitration		
Advertising		
School and Travel		500
Dues, Subscriptions, Memberships		16
Communications	405	
Utilities		
School and Travel		
Dues, Subscriptions, Memberships		
Communications		
10 Year Assets - Vehicles	<u>56,165</u>	
Streets - Total Amendment	<u>112,463</u>	<u>112,463</u>

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>
Data Processing		
Regular Payroll	310	
Longevity	78	
Overtime	979	
Group Health Insurance	375	
Operating Supplies/Misc Admin		1,100
Small Tools	8	
Repair & Maintenance - Vehicle		650
Data Processing - Total Amendment	<u>1,750</u>	<u>1,750</u>
Sanitation		
Sanitation Revenues		54,197
Residential	55,511	
Mobile Homes	1,710	
Apartments	946	
Duplex		317
Comm. Hand P/U	1,592	
Container Collection		29,798
Special Clean Up	27,058	
Plastic Bag Purchases		<u>2,505</u>
Sanitation - Total Amendment	<u>86,817</u>	<u>86,817</u>
Emergency Management		
General Insurance	13	
Communications		13
Emergency Mgmt - Total Amendment	<u>13</u>	<u>13</u>
99 Fund Expenditures		
Group Health - Retirees		
Loan Interest		
Employee Assistance Program	280	
Section 125 Administration		280
Bad Debt Expense		
Operating Transfer to fund 30		
FEMA Passthru Contract Repairs	377,958	
FEMA - IKE Monies		<u>377,958</u>
99 Fund Exp - Total Amendment	<u>378,238</u>	<u>378,238</u>

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>
Finance - Utility Accounting		
Regular Payroll	138,171	
Longevity	9,547	
Extra Help		
Overtime	4,693	
Payroll Taxes	11,256	
Retirement (TMRS)	12,676	
Group Health Insurance	19,037	
Workers' Compensation		
Operating Supplies/Misc Admin	11,695	
Envelope Mailing	10,000	
Fuel	4,887	
Uniforms & Safety Gear	30	
Small Tools		
Janitorial Supplies & Maintenance		
Repair/Maint - Building Furniture & Fixtures	57	
Repair & Maintenance - Equipment	3,028	
Software Maintenance	2,492	
General Insurance		
Professional Fees	5,321	
Advertising		
School and Travel		
Dues, Subscriptions, Memberships		
Communications	3,680	
Utilities	2,117	
Operating Transfer Out		238,687
Finance - Total Amendment	238,687	238,687
Utility Line Maintenance		
Longevity	900	
Workers' Compensation		6,400
Operating Supplies/Misc Admin		265
Rentals	845	
Uniforms	463	
Repair/Maint - Building Furniture & Fixtures	579	
Repair & Maintenance - Vehicle	3,863	
School and Travel	15	
Utility Line Maint - Total Amendment	6,665	6,665
Water & Sewer Operations		
Regular Payroll	6,264	
Longevity	1,860	
Overtime	5,978	
Payroll Taxes	514	
Retirement (TMRS)		2,000
Group Health Insurance		4,150
Workers' Compensation		5,800
Operating Supplies - STP		89,700
R&m - STP		7,126
R&M - Wells	13,232	
Repair & Maintenance - Vehicle	731	
Repair & Maintenance - Equipment	7,138	
General Insurance	12,247	
Communications	1,724	
Utilities - WWTP	11,447	
Utilities - Wells	3,839	
Utilities - Lift Stations	24,899	
GCWA Bulk Water Purchases	18,903	
Assets - Equipment - 5 Year	0	
Water & Sewer - Total Amendment	108,776	108,776

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>
Utility Equip Maintenance		
Regular Payroll		17,608
Longevity	72	
Extra Help		
Overtime		3,105
Payroll Taxes		1,919
Retirement (TMRS)		2,425
Group Health Insurance	946	
Workers' Compensation		2,600
Operating Supplies - Lift Stations		1,250
Fuel		2,603
Rentals		795
Uniforms		605
Small Tools	88	
Janitorial Supplies & Maintenance		330
R&M - Wells		
Repair/Maint - Lift Stations		
Repair & Maintenance - STP	20,103	
R&M - Wells	10,047	
R&M - Lift Stations	7,811	
R&M - Bldg	111	
R&M - Vehicles	2,271	
Repair & Maintenance - Equipment	107	
General Insurance	654	
Professional Fees	75	
Advertising		
School and Travel		683
Dues, Subscriptions, Memberships		
Communications	25	
Utilities - WWTP		
Utilities - Wells		8,387
Asset - Equipment		42,310
Utility Equip Maint - Total Amendment	<u>42,310</u>	<u>42,310</u>

Storm Water Program

Extra Help	275	
Operating Supplies		275
Storm Water - Total Amendment	<u>275</u>	<u>275</u>

Library Memorial Fund

Purchase of Books	1,036	
Donations from Public		1,036
Lib Memorial Fund - Total Amendment	<u>1,036</u>	<u>1,036</u>

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
January 13th 2010**

MEMBERS THAT WERE PRESENT: Andrew Kantowski
Norman Koneman
Dickey Stanley

STAFF THAT WAS PRESENT: Ana Tims, Building Official

OTHERS THAT WERE PRESENT: Charles M Castelline
Gilbert G Cristan
Calvin Joseph Sr.
Anthony R Davis
Charles Sandino
Clint Diasbus
LaShawn Jones
David Smith
Clent Brown
Jean Konneman

Item 1 – CALL TO ORDER:

Meeting called to order at 4:15 p.m. by Mr. Kantowski

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of November 11th 2011

Mr. Konneman made a motion to approve the minutes. Mr. Stanley seconds the motion, and the motion passes unanimously.

Item 3- New Business

**1. CONSIDER AND DISCUSS AND APPROVE RE-PLAT OF LOTS DESCRIBED AS
ABST 150 PAGE 4 LOTS 3 & 4 BLK 6 THE HIGHLANDS ; 1316 Lamar Drive**

The owner of the property was present. Mrs. Tims presented the re-plat survey to the members of the board. Mrs. Tims added that the intent for the re-plat is to add a residential detached garage on this property. Mrs. Tims stated that it will maintain the character of the area. No one was present to complain about the re-plat. Mr. Koneman

made a motion to approve the re-plat of the property to be located at 1316 Lamar. Mr. Stanley seconds the motion and the motion passed unanimously.

2. CONSIDER DISCUSS AND APPROVE RE-PLAT FOR THE PROPERTY DESCRIBED AS ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765

3. Mrs. Tims informed the board that this property is being re-plated in response to a complaint that arose when the owner attempted to rezone. The property is to be separate into three separate plats. Mr. Kantowski asked the occupancy of the building. Mrs. Tims informed the board that on and off it has been a car repair shop and paint and body work shop over the years. Mrs. Tims added that the proposed lot 1 has a mobile home on it. Mr. Jim Gartrell explained to the board the layout of the property. Mr. Koneman made a motion to approve the re-plat of the lot legally described as: ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765. Mr. Stanley seconds the motion and the motion passed unanimously.

4. CONSIDER DISCUSS AND APPROVE REZONING FOR THE PROPERTY DESCRIBED AS ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765

Mrs. Tims informed the board that with the new re-plat of the property lots 1 and 3 are to remain single family residential. Lot 2 is to be general commercial. No one was present to complain the rezone. With the new re-plat all issues that had previously been confronted are resolved. Mr., Koneman made a motion to approve the rezone of lot 2 of the property located at 4911 FM 1765. Mr. Stanley seconds the motion and the motion passed unanimously.

5. CONSIDER DISCUSS AND APPROVE A VARIANCE FOR PROPERTY DESCRIBED AS ABST 150 PAGE 1 LOT 10 ELDER JUSTICE SUB; 114 Union

Mrs. Tims informed the board that this was zoned as a single family residential area but the owner of the property was the recipient of a grant that will allow a new home to be built in lieu of the second home on the property. Mr. Kantowski asked if the property was within the required set backs. Mrs. Tims informed the board that it was. Mrs. Tims also added that Mrs. Peggy Phillips had expressed that she did not want the grant to be lost. Mr. Koneman made a motion to allow the variance to replace a second home on the property located at 114 Union. Mr. Stanley seconds the motion and the motion passed unanimously.

6. CONSIDER DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS: ABST 150 PAGE 5 E PT OF BLK 50 (500-1) DIV K COOK & STEWART SUB MH 1970 DIXIE 12X24 WHT; 2001 Oak

The owner of the property and business known as Land and Sea stated that their intent with the property is to demolish the existing house, and keep the garage. He added that

their intent is to use it as a parking lot, and build a fence around it. The added that they intended to put stabilizer on the property, not concrete. Mr. Stanley made a motion to approve the re-zone of the property located at 2001 Oak from Single Family residential to General Commercial. Mr. Kantwoski seconds the motion and the motion passed unanimously.

7. CONSIDER DISCUSS AND APPROVE THE ABANDONMENT OF AN EASEMENT DESCRIBED AS 20 FOOT OF WATERWAY ADJACENT TO LOT 62 AND LOT 42 WITHIN THE GREBB EDDITION SOUTH OF IH 45 AND NORTH OF FM 519.

Mrs. Tims informed the board that by city charter section 56-4 the Planning and Zoning board must approve the abandonment of public ways. The property is being developed and the city owns 20 feet of waterway in the middle of the property. The Owner is requesting that the city abandon this land. Mr. Gartrel stated that his client first class tours who is the owner of the property around the water way intends to build a storage facility due to the fact that La Marque can be insured against flood. Mr. Tims added that Mrs. Phillips was concerned about the cost of the waterway to be abandoned. The appraisal was distributed to all board members with an amount of \$12,000 for the valuation. Mr. Gartrel stated that the property in itself is useless due to the dimensions of 20 feet in with. Mr. Gartrel added that the business will generate jobs. He added that he had never heard of a city easement being sold in the past. Mr. Koneman made a motion to abandon the easement Mr. Stanley second the motion and the motion passed unanimously.

Item 6- COMMENTS AND REQUESTS FROM THE COMMISSION MEMBERS AND CITY STAFF

Mr. Gartrel informed the board that they will be bringing the board a rezone for an RV park. David Smith made a comment to the board that they intend to rezone the property to be located at 7124 Autrey. A representative of Bay commercial made the comment that he will be seeking a variance on the parking allowance to a dental clinic to be built in the corner of Lake and Cedar.

Item 7 – ADJOURNMENT:

Mr. Kantwoski made a motion to adjourn at 5:15 p.m. Mr. Konneman seconds and the meeting was adjourned.

Andrew Kantwoski

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
January 13th 2010**

MEMBERS THAT WERE PRESENT: Andrew Kantowski
Norman Koneman
Dickey Stanley

STAFF THAT WAS PRESENT: Ana Tims, Building Official

OTHERS THAT WERE PRESENT: Charles M Castelline
Gilbert G Cristan
Calvin Joseph Sr.
Anthony R Davis
Charles Sandino
Clint Diasbus
LaShawn Jones
David Smith
Clent Brown
Jean Konneman

Item 1 – CALL TO ORDER:

Meeting called to order at 4:15 p.m. by Mr. Kantowski

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of November 11th 2011

Mr. Konneman made a motion to approve the minutes. Mr. Stanley seconds the motion, and the motion passes unanimously.

Item 3- New Business

**1. CONSIDER AND DISCUSS AND APPROVE RE-PLAT OF LOTS DESCRIBED AS
ABST 150 PAGE 4 LOTS 3 & 4 BLK 6 THE HIGHLANDS ; 1316 Lamar Drive**

The owner of the property was present. Mrs. Tims presented the re-plat survey to the members of the board. Mrs. Tims added that the intent for the re-plat is to add a residential detached garage on this property. Mrs. Tims stated that it will maintain the character of the area. No one was present to complain about the re-plat. Mr. Koneman

made a motion to approve the re-plat of the property to be located at 1316 Lamar. Mr. Stanley seconds the motion and the motion passed unanimously.

2. CONSIDER DISCUSS AND APPROVE RE-PLAT FOR THE PROPERTY DESCRIBED AS ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765

3. Mrs. Tims informed the board that this property is being re-plated in response to a complaint that arose when the owner attempted to rezone. The property is to be separate into three separate plats. Mr. Kantowski asked the occupancy of the building. Mrs. Tims informed the board that on and off it has been a car repair shop and paint and body work shop over the years. Mrs. Tims added that the proposed lot 1 has a mobile home on it. Mr. Jim Gartrell explained to the board the layout of the property. Mr. Koneman made a motion to approve the re-plat of the lot legally described as: ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765. Mr. Stanley seconds the motion and the motion passed unanimously.

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Mrs. Tims informed the board that with the new re-plat of the property lots 1 and 3 are to remain single family residential. Lot 2 is to be general commercial. No one was present to complain the rezone. With the new re-plat all issues that had previously been confronted are resolved. Mr., Koneman made a motion to approve the rezone of lot 2 of the property located at 4911 FM 1765. Mr. Stanley seconds the motion and the motion passed unanimously.

5. CONSIDER DISCUSS AND APPROVE A VARIANCE FOR PROPERTY DESCRIBED AS ABST 150 PAGE 1 LOT 10 ELDER JUSTICE SUB; 114 Union

Mrs. Tims informed the board that this was zoned as a single family residential area but the owner of the property was the recipient of a grant that will allow a new home to be built in lieu of the second home on the property. Mr. Kantowski asked if the property was within the required set backs. Mrs. Tims informed the board that it was. Mrs. Tims also added that Mrs. Peggy Phillips had expressed that she did not want the grant to be lost. Mr. Koneman made a motion to allow the variance to replace a second home on the property located at 114 Union. Mr. Stanley seconds the motion and the motion passed unanimously.

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their intent is to use it as a parking lot, and build a fence around it. The added that they intended to put stabilizer on the property, not concrete. Mr. Stanley made a motion to approve the re-zone of the property located at 2001 Oak from Single Family residential to General Commercial. Mr. Kantwoski seconds the motion and the motion passed unanimously.

7. CONSIDER DISCUSS AND APPROVE THE ABANDONMENT OF AN EASMENT DESCRIBED AS 20 FOOT OF WATERWAY ADJACENT TO LOT 62 AND LOT 42 WITHIN THE GREBB EDDITION SOUTH OF IH 45 AND NORTH OF FM 519.

Mrs. Tims informed the board that by city charter section 56-4 the Planning and Zoning board must approve the abandonment of public ways. The property is being developed and the city owns 20 feet of waterway in the middle of the property. The Owner is requesting that the city abandon this land. Mr. Gartrel stated that his client first class tours who is the owner of the property around the water way intends to build a storage facility due to the fact that La Marque can be insured against flood. Mr. Tims added that Mrs. Phillips was concerned about the cost of the waterway to be abandoned. The appraisal was distributed to all board members with an amount of \$12,000 for the valuation. Mr. Gartrel stated that the property in itself is useless due to the dimensions of 20 feet in with. Mr. Gartrel added that the business will generate jobs. He added that he had never heard of a city easement being sold in the past. Mr. Koneman made a motion to abandon the easement Mr. Stanley second the motion and the motion passed unanimously.

Item 6- COMMENTS AND REQUESTS FROM THE COMMISION MEMBERS AND CITY STAFF

Mr. Gartrel informed the board that they will be bringing the board a rezone for an RV park. David Smith made a comment to the board that they intend to rezone the property to be located at 7124 Autrey. A representative of Bay commercial made the comment that he will be seeking a variance on the parking allowance to a dental clinic to be built in the corner of Lake and Cedar.

Item 7 – ADJOURNMENT:

Mr. Kantwoski made a motion to adjourn at 5:15 p.m. Mr. Konneman seconds and the meeting was adjourned.

Andrew Kantwoski

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
January 13th 2010**

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Norman Koneman
Dickey Stanley

STAFF THAT WAS PRESENT: Ana Tims, Building Official

OTHERS THAT WERE PRESENT: Charles M Castelline
Gilbert G Cristan
Calvin Joseph Sr.
Anthony R Davis
Charles Sandino
Clint Diasbus
LaShawn Jones
David Smith
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Jean Konneman

Item 1 – CALL TO ORDER:

Meeting called to order at 4:15 p.m. by Mr. Kantowski

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of November 11th 2011

Mr. Konneman made a motion to approve the minutes. Mr. Stanley seconds the motion, and the motion passes unanimously.

Item 3- New Business

**1. CONSIDER AND DISCUSS AND APPROVE RE-PLAT OF LOTS DESCRIBED AS
ABST 150 PAGE 4 LOTS 3 & 4 BLK 6 THE HIGHLANDS ; 1316 Lamar Drive**

The owner of the property was present. Mrs. Tims presented the re-plat survey to the members of the board. Mrs. Tims added that the intent for the re-plat is to add a residential detached garage on this property. Mrs. Tims stated that it will maintain the character of the area. No one was present to complain about the re-plat. Mr. Koneman

made a motion to approve the re-plat of the property to be located at 1316 Lamar. Mr. Stanley seconds the motion and the motion passed unanimously.

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3. Mrs. Tims informed the board that this property is being re-plated in response to a complaint that arose when the owner attempted to rezone. The property is to be separate into three separate plats. Mr. Kantowski asked the occupancy of the building. Mrs. Tims informed the board that on and off it has been a car repair shop and paint and body work shop over the years. Mrs. Tims added that the proposed lot 1 has a mobile home on it. Mr. Jim Gartrell explained to the board the layout of the property. Mr. Koneman made a motion to approve the re-plat of the lot legally described as: ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765. Mr. Stanley seconds the motion and the motion passed unanimously.

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Mrs. Tims informed the board that with the new re-plat of the property lots 1 and 3 are to remain single family residential. Lot 2 is to be general commercial. No one was present to complain the rezone. With the new re-plat all issues that had previously been confronted are resolved. Mr., Koneman made a motion to approve the rezone of lot 2 of the property located at 4911 FM 1765. Mr. Stanley seconds the motion and the motion passed unanimously.

5. CONSIDER DISCUSS AND APPROVE A VARIANCE FOR PROPERTY DESCRIBED AS ABST 150 PAGE 1 LOT 10 ELDER JUSTICE SUB; 114 Union

Mrs. Tims informed the board that this was zoned as a single family residential area but the owner of the property was the recipient of a grant that will allow a new home to be built in lieu of the second home on the property. Mr. Kantowski asked if the property was within the required set backs. Mrs. Tims informed the board that is was. Mrs. Tims also added that Mrs. Peggy Phillips had expressed that she did not want the grant to be lost. Mr. Koneman made a motion to allow the variance to replace a second home on the property located at 114 Union. Mr. Stanley seconds the motion and the motion passed unanimously.

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The owner of the property and business known as Land and Sea stated that their intent with the property is to demolish the existing house, and keep the garage. He added that

their intent is to use it as a parking lot, and build a fence around it. The added that they intended to put stabilizer on the property, not concrete. Mr. Stanley made a motion to approve the re-zone of the property located at 2001 Oak from Single Family residential to General Commercial. Mr. Kantwoski seconds the motion and the motion passed unanimously.

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Item 7 – ADJOURNMENT:

Mr. Kantwoski made a motion to adjourn at 5:15 p.m. Mr. Konneman seconds and the meeting was adjourned.

Andrew Kantwoski

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
January 13th 2010**

MEMBERS THAT WERE PRESENT: Andrew Kantowski
Norman Koneman
Dickey Stanley

STAFF THAT WAS PRESENT: Ana Tims, Building Official

OTHERS THAT WERE PRESENT: Charles M Castelline
Gilbert G Cristan
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Charles Sandino
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David Smith
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Jean Konneman

Item 1 – CALL TO ORDER:

Meeting called to order at 4:15 p.m. by Mr. Kantowski

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of November 11th 2011

Mr. Konneman made a motion to approve the minutes. Mr. Stanley seconds the motion, and the motion passes unanimously.

Item 3- New Business

**1. CONSIDER AND DISCUSS AND APPROVE RE-PLAT OF LOTS DESCRIBED AS
ABST 150 PAGE 4 LOTS 3 & 4 BLK 6 THE HIGHLANDS ; 1316 Lamar Drive**

The owner of the property was present. Mrs. Tims presented the re-plat survey to the members of the board. Mrs. Tims added that the intent for the re-plat is to add a residential detached garage on this property. Mrs. Tims stated that it will maintain the character of the area. No one was present to complain about the re-plat. Mr. Koneman

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3. Mrs. Tims informed the board that this property is being re-plated in response to a complaint that arose when the owner attempted to rezone. The property is to be separate into three separate plats. Mr. Kantowski asked the occupancy of the building. Mrs. Tims informed the board that on and off it has been a car repair shop and paint and body work shop over the years. Mrs. Tims added that the proposed lot 1 has a mobile home on it. Mr. Jim Gartrell explained to the board the layout of the property. Mr. Koneman made a motion to approve the re-plat of the lot legally described as: ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765. Mr. Stanley seconds the motion and the motion passed unanimously.

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Mrs. Tims informed the board that with the new re-plat of the property lots 1 and 3 are to remain single family residential. Lot 2 is to be general commercial. No one was present to complain the rezone. With the new re-plat all issues that had previously been confronted are resolved. Mr., Koneman made a motion to approve the rezone of lot 2 of the property located at 4911 FM 1765. Mr. Stanley seconds the motion and the motion passed unanimously.

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their intent is to use it as a parking lot, and build a fence around it. The added that they intended to put stabilizer on the property, not concrete. Mr. Stanley made a motion to approve the re-zone of the property located at 2001 Oak from Single Family residential to General Commercial. Mr. Kantwoski seconds the motion and the motion passed unanimously.

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Item 6- COMMENTS AND REQUESTS FROM THE COMMISION MEMBERS AND CITY STAFF

Mr. Gartrel informed the board that they will be bringing the board a rezone for an RV park. David Smith made a comment to the board that they intend to rezone the property to be located at 7124 Autrey. A representative of Bay commercial made the comment that he will be seeking a variance on the parking allowance to a dental clinic to be built in the corner of Lake and Cedar.

Item 7 – ADJOURNMENT:

Mr. Kantwoski made a motion to adjourn at 5:15 p.m. Mr. Konneman seconds and the meeting was adjourned.

Andrew Kantwoski

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
November 11th 2010**

MEMBERS THAT WERE PRESENT:

John Drisdale
Peggy Phillips
Dickey Stanley

STAFF THAT WAS PRESENT:

Ana Tims, Building Official

OTHERS THAT WERE PRESENT:

Tom Vaught
David D Henson Jr.
Melvin D Senegal
Harry Lindstent
Charles Santino
Alma Wilson
Mary Dore Lgiering Investment L.P.
Robert S White First Christian Church
Johhnrie Blake

Item 1 – CALL TO ORDER:

Meeting called to order at 4:15 p.m. by Mr. Drisdale

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of October 7th, 2010

Mrs. Phillips made a motion to approve the minutes. Mr. Stanley seconds the motion, and the motion passes unanimously.

Item 3- New Business

**1. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY
DESCRIBED AS ABST 2 S F AUSTIN SUR TR 37 (37-2) 2.000 ACRES: 3010 Gulf
Frwy**

Mrs. Tims informed the board that this property has been presented in front t of the board for the last four months now, and has not been able to get a definite answer. Mr. Vaught was present to represent the property he explained to the board that the property was purchased in 2004 prior to the adoption of our Zoning ordinances. He added that because the property has been left undisturbed he is now unable to use the

property. He added that the plans for the property are to split the track of land into three different properties unless someone is interested in purchasing the property as a whole. He assured that they are aware of and will resolve the drainage issues. He added that Mr. Gartrel has proposed a drainage ditch with retention in the back of the property. Mrs. Phillips asked if the board had to any business seeking to be placed there once the property is re-zoned.

Mrs. Tims informed that board that the board would have to authorize the re-plat, however permits for businesses that comply with city ordinances and are not seeking a variance would not have to be reviewed by the board. Alma Wilson was present and stated that their concerns were that this was a family neighborhood with older people and they are concerned about the type of business that would be placed there. She added that the other great concern is the drainage. Mrs. Phillips stated that she was concerned because of the 28 citizens who have signed the petition as well as the ability for the city to develop the freeway, which will invite businesses into the area, and decrease property taxes. Mr. Stanley stated that if the drainage issues were resolved he did not see why we should restrict construction off the Gulf Freeway.

Mrs. Tims added that city ordinance requires a 6 – 8 foot fence dividing residential and commercial property. Mr. Stanley added that no one would build a house off the freeway, and the property would be lost. Mrs. Phillips made a motion to allow the rezoning to C-1 General Commercial provided that the drainage issues are resolved, that the property owner complies with the fencing on the back, and that the businesses comply with all city regulations. Mr. Stanley seconds the motion and the motion passed unanimously.

2. CONSIDER DISCUSS AND APPROVE ALLOWING A VARIANCE TO NAT RUIZ TO PAVE OVER 27% OF HIS RESIDENTIAL FRONT YARD.

No one was resent to represent the property. Mrs. Tims asked if we could table the issue. The board agreed due to no one present to represent the property.

3. CONSIDER DISCUSS AND APPROVE REZONING FOR THE PROPERTY DESCRIBED AS ABST 2 S F AUSTIN SUR #4 PT OF LOT 43 (43.2) MAINLAND HOMESTEADS; 4911 FM 1765

Mrs. Tims informed the board that the property was zoned as single family residential and it has had a junkyard for many years. She added that across from it is an Abundant Life facility, as well as a vacant lot, and the drainage district building. To one side of it is the bus barn, and to the far end of it is a trailer home. Charles Santino representative for the property stated that his intentions were to set up a body shop there. The board asked if there was a business there, the representative for the property stated that there was not a business there operating at this time.

Mrs. Phillips asked if there were any houses around there. Mr. Drisdale asked if we had informed the neighbors of the property zoning changes. Mrs. Tims informed the board

that the back and side of the property border residential lots. A neighbor presented to the board that he did not want the entire property rezoned because he is afraid that there will be low income apartments, and high traffic. He added that the neighborhood fought off a recycling plant twenty five years ago. He stated again that he did not want it rezoned. Mrs. Tims stated that she is pleased with the initiative that the property representative has taken to clean the property. The board recommended to the property representative that he re-plat the property into two lots, and then come back to the board and only rezone one portion of the property. Mr. Drisdale made a motion to deny the rezoning of the property. Mrs. Phillips seconds the motion and the motion passed unanimously.

4. CONSIDER DISCUSS AND APPROVE REZONING FOR THE PROPERTY DESCRIBED AS ABST 150 J D MOORE SUR PT OF LOT 4 (44) HIGHLAND CITY; 600 HWY 3

Mrs. Tims informed the board that this was zoned as light industrial, and has been used as a rental property in the past. Mr. Drisdale asked if there has been a daycare at this location in the past. Mary Dore who was representing the property confirmed this. Mrs. Dore added that she rents the home and has no way of knowing what the request for the property will be. A neighbor was present who stated that the only concern he has with the property is the fencing. Mrs. Dore assured him that it will be addressed.

Mrs. Tims read a letter from a neighbor that had concerns about the property becoming anything other than residential. Mrs. Dore stated that her intent was not to change the character of the neighborhood, therefore the reason for the rezoning from light industrial to restricted commercial. Mrs. Dore stated that the way the property is zoned at this time the only choice she has is to put some type of manufacturing in the property. Mr. Drisdale made a motion to rezone the property located at 600 Highway 3 from light industrial to restricted commercial.

5. CONSIDER DISCUSS AND APPROVE THE ABANDONMENT OF AN EASEMENT DESCRIBED AS 20 FOOT OF WATERWAY ADJACENT TO LOT 62 AND LOT 42 WITHIN THE GREBB EDDITION SOUTH OF IH 45 AND NORTH OF FM 519.

Mrs. Tims informed the board that the property is being sold, or in the process of being sold and the city owns 20 feet of waterway in the middle of the property. The Owner is requesting that the city abandon this land. Mrs. Phillips inquired about selling the property. Mrs. Tims stated that it is her understanding that there would be none or minimal revenue gained from the purchase of this property. She added that she would like to see what the value of this land is. The board agreed to review the issue at the next meeting.

Item 6- COMMENTS AND REQUESTS FROM THE COMMISSION MEMBERS AND CITY STAFF

Robert S White approached the board about rezoning a piece of property behind the First Christian Church. Mr. Stanley asked what street this lot faces. Mr. White stated that it faces

Sycamore. Mr. Drisdale asked what the zoning of the property was. Mrs. Tims added that it was zoned as single family residential. Mrs. Phillips stated that she does not have a problem with it. Mrs. Tims informed the board that they would have to notify the neighbors.

Mrs. Tims asked the board if they wanted to oversee the construction of an RV park on Maxine Street by Highland Bayou. Mrs. Tims stated that Nathan Epperson suggested that they follow the same regulations as a subdivision development. The board agreed that they had no need to oversee the project.

Item 7 – ADJOURNMENT:

Mr. Drisdale made a motion to adjourn at 5:15 p.m. Mrs. Phillips seconds and the meeting was adjourned.

John Drisdale

TRACT DESCRIPTION

DESCRIPTION OF A TRACT OF LAND OUT OF LOT 43, IN MAINLAND HOMESTEADS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS.

BEGINNING at the Northwest corner of Lot 43, in Mainland Homesteads, a subdivision in Galveston County, Texas according to the Plat recorded in Volume 254-A, Page 50, of the Galveston County Records, said point being the intersection of the South right of way line of F.M. 1765, 100 foot right of way, with the East right of way line of Garrett Street, 60 foot right of way;

THENCE from said BEGINNING POINT, N89°17'E, along the North line of Lot 43 and the South right of way line of F.M. 1765, 100 foot right of way, a distance of 338.46 feet to a point for corner, at the Northeast corner of Lot 43, same being the Northwest corner of Lot 42;

THENCE, S00°43'E, along the East line of Lot 43, same being the West line of Lot 42, a distance of 517.43 feet to a point for corner;

THENCE, S89°17'W, across Lot 43, parallel to the North line of Lot 43, a distance of 183.46 feet to a point for corner;

THENCE, N00°43'W, parallel to the East line of Lot 43, a distance of 86.00 feet to a point for corner;

THENCE, S89°17'W, parallel to the North line of Lot 43, a distance of 155.00 feet to a point for corner, said point lying in the East right of way line of Garrett Street, 60 foot right of way;

THENCE, N00°43'W, along the West line of Lot 43 and along the East right of way line of Garrett Street, 60 foot right of way, a distance of 17.00 feet to a point for corner;

THENCE, N89°17'E, parallel to the North line of Lot 43, a distance of 155.00 feet to a point for corner;

THENCE, N00°43'W, parallel to the East line of Lot 43, a distance of 200.00 feet to a point for corner;

THENCE, S89°17'W, parallel to the North line of Lot 43, a distance of 155.00 feet to a point for corner in the West line of Lot 43 and lying in the East right of way line of Garrett Street, 60 foot right of way;

THENCE, N00°43'W, along the West line of Lot 43 and along the East right of way line of Garrett Street, 60 foot right of way, a distance of 214.43 feet to the PLACE OF BEGINNING.

JAMES W. GARTRELL, JR.

GULF COAST ENGINEERING
AND SURVEYING

CONSULTING ENGINEER - SURVEYOR

P.O. BOX 382 LA MARQUE, TEXAS 77568

2001036-2462 TEXAS CITY 781498-8000 HOUSTON

ARTICLE XXVI

TRAINING

The City shall provide the number of training hours required by the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE). The cost of such training shall be paid by the City, and the Officers shall not suffer loss of pay while in attendance at such training.

All training shall be scheduled and the affected Officer notified of the training date and time at least seven (7) calendar days prior to the scheduled date for such training.

The City shall provide firearms qualification as may be required by TCLEOSE or by the Department. Each Officer shall qualify with each weapon that the Officer is authorized by the Chief to use for departmental duty or is required by the Chief to carry while off-duty. Ammunition shall be furnished by the City for the first two (2) attempts only, and reasonable on-duty time for such qualification at a prescribed course shall be authorized by the Chief. A two-day notice of firearms qualification is all that is required by the Chief. Failure to meet TCLEOSE requirements for weapons qualifications may be cause of discipline at the Chief's discretion.

ARTICLE XXVII

OFF-DUTY EMPLOYMENT

Officers shall be permitted to work off-duty employment consistent with guidelines established by the Department. Each Officer shall be provided with a copy of the guidelines. Permission to work such jobs shall not be unreasonably withheld, and no Officer shall be required to perform off-duty employment. All work that is assigned by the Department shall not be considered as off-duty employment.

ARTICLE XXVIII

PHYSICAL AND MENTAL STANDARDS

Any question regarding the physical or mental fitness of an Officer shall be resolved under Chapter 143.

ARTICLE XXIX

PROMOTIONS

SECTION I

All promotions, except for a single position immediately below the rank of Chief of Police and above the rank of Lieutenant, shall be conducted in accordance with Chapter 143 of the Local Government Code. Field Training Officer is not considered a rank.

SECTION II

QUALIFICATIONS. Each promotional examination is open to each Police Officer who for at least two years immediately before the examination date has continuously held a position in the classification with the La Marque Police Department that is immediately below, in salary, the classification for which the examination is to be held. In the event that there are not a sufficient number of candidates who meet the two-year requirement, the Chief shall have the option to waive the two-year requirement and to impose a lesser amount of service, or allow those Officers (if any) who are two (2) ranks below the one for which the test is being given to take the examination or both.

SECTION III

EXEMPT POSITION. Upon execution of the Release of Liability Agreement, a copy of which is Attachment 2 of this contract, the Chief may appoint from within the bargaining unit, at his sole discretion one (1) position below the rank of Chief. The person so appointed shall serve at the pleasure of the Chief of Police and may be demoted to his previously held rank without cause. No Officer shall be coerced, threatened or otherwise intimidated in an effort to cause him/her to accept this position. In no event shall any demoted appointee cause another member of the bargaining unit to be demoted because of the appointee's returning to a previously held position. The City shall authorize additional staffing positions to avoid such "bumping"; however, the City may reduce the extra position later by attrition to the previous authorized number of positions.

The City agrees that it shall require the execution of the Release of Liability Agreement prior to such appointment and shall immediately provide the original document to the Association President.

SECTION IV

PRE-EMPTION OF CHAPTER 143. To the extent that any of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXX

PROBATIONARY PERIOD

SECTION I

As a condition of employment, all Patrol Officers will serve a probationary period of one (1) year from the date of employment as a Police Officer. This does not include time off for injury and illness and the probation period will be extended any time a probationary Officer is off work for seven (7) or more consecutive days due to illness or injury.

SECTION II

During the initial probationary period, the Patrol Officer is an at-will employee and may be discharged without cause. The probationary Officer is not covered under Internal Investigations, Disciplinary Actions, and Dispute Resolution Procedure Articles, except where the Agreement utilizes the Articles to protect his/her rights where covered elsewhere within the contract such as receiving Holidays, Uniforms, Salaries, Compensatory Time, etc.

SECTION III

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXXI

ALCOHOL/SUBSTANCE ABUSE

SECTION I

The Employer may implement a policy that may require any Officer to submit to a urine or blood screening test for illegal drugs or excessive use of alcohol when there is (1) reasonable cause to believe that the Officer may be involved in alcohol or substance abuse; (2) on a random basis; (3) following accidents; and (4) upon return from medical leave of absence or injury leave. If random testing is conducted, the Employer will utilize a computer generated method for selecting Officers to be tested.

SECTION II

In all cases in which an Officer tests positive for a prohibited substance, the Employer shall direct a second urine or blood screening test from the same sample and from a second testing laboratory.

SECTION III

In cases of a positive drug test or of alcohol abuse, the Employer shall consider all factors leading to such abuse, and may direct treatment for this condition in lieu of disciplinary action, at the sole discretion of the Chief. The results of the drug or alcohol test shall be maintained in the Officer's personnel file within the confidential medical section of the file.

SECTION IV

Any policy implemented by the Employer relating to this issue shall be in conformance with the Federal Drug Free Work Place Act and the Texas Worker's Compensation Act.

SECTION V

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXXII

AFFIRMATIVE ACTION

SECTION I

The Association acknowledges that the Employer is empowered to establish and maintain an Affirmative Action program, which provides for equal employment opportunity for entry level positions in the Department for all qualified persons, regardless of race, religion, sex, creed, color, national origin, handicap, or other non-merit factor.

SECTION II

The goal of the Employer is to establish an Affirmative Action Plan that will ultimately achieve a composition of the workforce in the Department that will be reflective of the makeup of the community with regards to the employment of qualified minorities and women.

SECTION III

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXXIII

MISCELLANEOUS PROVISIONS

SECTION I

STRESS LEAVE AND COUNSELING. Any Officer who takes the life of, or causes the serious injury to another person, in the performance of his/her job duties, or who likewise sustains serious injury as a result of the overt act of another person, shall be provided with initial psychological or psychiatric screening treatment at the expense of the City if requested by the Officer. If subsequent psychological or psychiatric treatment is recommended in a narrative report provided to the Officer and the City by the attending professional, such treatment shall be provided at the expense of the City upon the approval of the Chief.

Any Officer requesting such treatment shall provide information concerning the anticipated length and frequency of such treatment. The Officer receiving such treatment shall not suffer loss of pay due to required absence from duty to receive such treatment. Out patient treatment shall be allowed for a period of time not exceeding one calendar year from the date of the incident.

SECTION II

REIMBURSEMENT FOR DAMAGED, OR STOLEN ITEMS. Upon submission of a written request for replacement, reimbursement or repair to the Chief, the City shall reasonably reimburse any Officer for the replacement value or repair for any professional or personal equipment item that is damaged, destroyed or stolen (including clothing) as a direct consequence of job-related activity. The written request shall provide a description of the item(s) for which reimbursement, replacement or repair is being sought, proof of value, and an explanation of the circumstances causing the damage. This section shall not apply to any item damaged, destroyed or stolen due to an Officer's negligence or failure to adhere to Departmental policy, nor to any personal item, except clothing, not worn in the interest of the Department. The Chief shall make the final determination as to what is reasonable.

1. Police Professional Equipment Items: Items that are recognized professional equipment necessary for the performance of Police Officer duty. Reimbursement will not exceed \$1,000 (one thousand dollars) per occurrence.
2. Personal Items: Items identified as industry standard gear used or worn in the normal course of duty as a Police Officer, but are not exclusively Police Officer

items and are not extravagant in nature or cost. Reimbursement will not exceed \$500 (five hundred dollars) per occurrence.

SECTION III

BADGE UPON RETIREMENT. Each Officer who retires from the force shall be given his/her badge at no cost to the Officer.

SECTION IV

PERSONNEL FILES. The City shall maintain one master personnel file for each Police Officer. The personnel file shall contain any letter, memorandum, or any other document relating to:

1. Any commendation, congratulation or honor bestowed on the Officer for an action, duty, or any activity relating to the Officer's official duties.
2. Any periodic evaluation of the officer by supervisory personnel.
3. Any complaints, reprimands, or any other documents pertaining to disciplinary action. A copy of any such document of this nature shall be given to the Officer prior to the time that the document is placed into the file. The Officer shall have the opportunity to file a written response to any such document within ten (10) working days after receipt of a copy. Any response shall be attached to the document which is placed in the personnel file. Six (6) months after a Letter of Counseling or a Letter of Reprimand has been placed in the Officers file, the Officer may request through a memo that his/her letter of counseling or reprimand be removed from the file after a review and at the discretion of the Chief of Police.
4. Necessary records, such as, but not limited to college transcripts, training and pay records, employment application and other related pre-employment documents, accident and injury reports, medical and psychological reports, certification data, attendance records and promotional history.
5. Any Officer may review his/her personnel file at a pre-arranged, mutually acceptable time and in the presence of the appropriate representative of the City. The Officer should make an appointment to review his file.
6. A letter, memorandum, or document relating to alleged misconduct by an Officer may not be placed in the Officer's personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct. Any such documents placed in the officer's personnel file as provided herein that do not

result in a disciplinary charge after a hearing, shall be removed from the Officer's file if the disciplinary action was determined to have been taken without just cause, or if the charge of misconduct was not supported by sufficient evidence.

7. The Employer may not release any information contained in an Officer's personnel file without first obtaining the Officer's written permission, unless such information is excepted for release under the Texas Open Records Act, and is properly requested for release. In the event of release of information, the officer shall be notified accordingly.
8. PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

SECTION V

BULLETIN BOARDS. The Association may maintain one (1) bulletin board, no larger than three (3) feet by three (3) feet, at the Police Station in a conspicuous location approved by the Chief. No information shall be placed on any bulletin board on the Employer's property which is personally critical of any individual, or of the Association or of management representatives of the City. No endorsement or "non-endorsement" of any candidate for public office shall be placed on bulletin boards; however this does not prohibit Association announcements concerning political forums, receptions, etc.

SECTION VI

PROVISION OF COPIES. The Employer shall provide to each officer a copy of this Agreement, all special orders, general orders, training bulletins, City Personnel Policy, Police Department Operations Manual, Departmental Rules and Regulations, Penal Code, and traffic code updates, and applicable City ordinances.

SECTION VII

JOINT RESPONSIBILITY RECOGNITION. The Employer and the Association recognize their joint responsibility to a reasonable, fair, and consistent interpretation and application of this Agreement.

SECTION VIII

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXXIV

INTERNAL INVESTIGATIONS

SECTION I

CONDUCT OF INTERVIEW. In all investigations alleging serious misconduct or criminal activity by a Police Officer and which are initiated as the result of a citizen complaint, the complaining citizen(s) shall be required to submit a sworn, notarized affidavit taken by an Officer assigned to Internal Affairs Investigations. The City may designate a location other than the Police Department for the taking of the affidavit. For purposes of this section, "Serious misconduct" means some action, or failure to act, by a Police Officer, which, if found to be true could result in the termination of the Officer for that offense alone.

The provisions of this Section do not preclude the Chief from conducting administrative investigations nor does it preclude the Chief from ordering an internal investigation for complaints other than serious misconduct or criminal activity. A sworn affidavit is not required in advance where a complaint does not allege serious misconduct or criminal activity.

Prior to commencing the investigation, the Officer shall be informed of the general nature of the investigation, and shall be provided with sufficient information to properly apprise the Officer of the allegations.

All persons present in the interview shall be identified to the Officer by name, rank and agency.

The interview shall be completed with reasonable dispatch, and reasonable respites shall be allowed. Sufficient time shall also be provided to the Officer for attending to basic and essential personal necessities.

The Officer shall not be threatened, harassed or intimidated, or offered any type of inducement due to answers or non-answers to questions posed to the Officer during the interview process. The Officer may be informed, however, that his/her conduct can, or has, become the subject of disciplinary action, for which the appropriate measures of punishment may be administered.

Nothing in this section shall prevent or impede the Chief, or other appropriate supervisor, in the conduct of the business of the Department, from entering into immediate and direct discussion with, or making legitimate inquiry of any Officer who has not yet been formally identified as the target of an investigation.

SECTION II

RIGHT TO CONTACT ATTORNEY. In all cases where an Officer is to be interviewed concerning an alleged act which, if proven, may result in temporary or permanent dismissal from the Department, the Officer shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choice, and/or a representative of the Association before being interviewed.

An attorney of the Officer's own choosing and/or a representative of the Association may be present during the interview. In the event that the Officer appears with an Association representative or attorney, the Chief or other involved Officer(s) shall have the option of continuing or terminating the interview. In lieu of an interview, the Chief may provide the affected with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response, sworn to and notarized under oath.

If an Officer is under arrest, or is likely to be, due to being a suspect or target of a criminal investigation, the Officer shall be given Miranda Decision rights.

The Officer shall be given an exact copy of any written statement that he/she may execute.

SECTION III

RECORDING OF INTERVIEW. An Officer shall have the right to have the interview tape recorded, provided the Officer furnishes the tape and the recorder and advises all parties of the recording in advance. The Chief or his designee shall have the same right. Neither an Officer nor a representative of the Chief shall tape record a conversation between an Officer and a representative of the Chief without disclosing the intent to record prior to the conversation.

SECTION IV

NOTIFICATION OF FINDINGS. The Chief shall provide written notice in a sealed envelope, to the individual Officer of the final status of any complaint filed with the Police Department. The officer shall sign an acknowledgment of receipt of the notice.

SECTION V

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXXV

DISCIPLINARY ACTIONS

SECTION I

AUTHORITY. The Chief shall, for just cause, have authority to demote, suspend without pay not to exceed fifteen (15) days, or terminate any Police Officer for the causes set forth in the Rules and Regulations of the Police Department and for violations of this Agreement, Civil Service Rules and the city's personnel policies. An Officer may appeal such actions, if any, as provided herein. An Officer who is passed over as a candidate on any promotional eligibility list may appeal the Chief's decision to do so under this Article. Both disciplinary actions and being passed over for promotion that are unsatisfactory to the Officer shall be first appealed for remedy and resolution through this Article before any other remedy is sought, unless precluded by law.

SECTION II

NOTICE AND SERVICE. The Chief shall provide a written statement to any Officer to whom disciplinary action is administered or who is passed over for promotion, stating the action and reasons therefore. The notice shall point out the particular rule or rules alleged to have been violated by the Officer, and the specific act(s) or omission(s) upon which the action is based. The notice shall also advise the Officer or his/her right of appeal, and the applicable time frame within which the appeal must be effected.

If the Chief is unable to secure personal delivery of the notice to the Officer after due diligence, the notice may be delivered to the President of the Association, and proof of such service shall be sufficient to support any disciplinary action.

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

SECTION III

APPEAL. An Officer who is disciplined or passed over for promotion pursuant to this Article must appeal to the Chief's written charges to the City Manager or his/her designee within ten (10) calendar days. Said appeal shall be in writing, and shall include a statement of facts upon which it is based with reasonable details to assist in resolving the dispute, the remedy or adjustment sought, and the signature of the

appealing Officer. The City Manager or his/her designee, shall render a written decision and provide a copy of same to the Officer within fifteen (15) calendar days.

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

SECTION IV

APPEAL TO CIVIL SERVICE COMMISSION OR TO THIRD PARTY HEARING EXAMINER. If an Officer does not accept the decision of the City Manager, or his/her designee, he/she may, within ten (10) calendar days of receipt of the decision, appeal the disciplinary action, demotion, or promotion Passover, in writing, pursuant to Chapter 143.

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXXVI

DISPUTE RESOLUTION PROCEDURE

SECTION I

SCOPE OF PROCEDURE. The City and the Association agree that a just and equitable method for the resolution of disagreements between the parties regarding the interpretation of the provisions of this Agreement is necessary. Matters involving the interpretation, application, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subject to this Article. Any Officer(s) aggrieved by matters involved in dispute resolution shall first seek resolution through this Article before seeking any other remedy unless precluded by law.

SECTION II

LIMITS. The parties shall adhere to the time limits as set forth in this Article. In the event that the Officer or the Association fails to meet the time limits at Step One (1) of this procedure, the dispute shall be considered satisfied, and no further action shall be taken. Failure by the Association or the City to meet the time limits at any other Step shall be considered an unsatisfactory response, and shall automatically allow the dispute to proceed to the next Step. Such time restrictions may be waived by mutual consent of the parties.

SECTION III

PROCESS. A dispute as defined in Section One (1) above shall be handled as follows:

STEP 1. Each Officer is encouraged to attempt an informal solution to impending disputes by verbally apprising his/her immediate supervisor of same as soon as is possible. If the dispute is not resolved by the supervisor, or if the Officer chooses to by-pass an informal resolution attempt, he/she shall submit the issue in writing to the Chief within twenty (20) calendar days of the Officer's actual or constructive knowledge of the occurrence of the event causing the problem.

In the case of a dispute triggered by an action or inaction of a party beyond the authority of the Chief, the grievance may be initiated at Step 2.

The President of the Association, or his/her designee, may file a class action grievance on behalf of any bargaining unit members similarly situated at Step 2 above

within twenty (20) calendar days of the Officer's actual or constructive knowledge of the occurrence or event causing the problem.

The grievance shall include:

1. A statement of the grievance and all facts on which it is based.
2. Any and all sections of the Agreement which have allegedly been violated.
3. The remedy or adjustment sought, if any.
4. The signature of the Officer.

The Chief or his designee shall provide a written response within twenty (20) days after his receipt of the Officer's statement.

STEP 2. If the dispute is not resolved at Step 1, the Association shall determine if a grievance exists. Said determination shall be made by an Association Grievance Committee. The Grievance Committee shall meet and render its decision within ten (10) days of the Step 1 ruling, including presentation of the dispute or grievance at Step 3, if such action is opted by the Committee.

In the event that the Committee determines that a valid dispute exists, the Association, representing the aggrieved Office, shall proceed to Step 3. In the event that the Grievance Committee decides that no dispute exists, there shall be no further action taken under this procedure.

STEP 3. If a dispute or grievance is believed to exist, it shall be presented in writing to the City Manager or his designated representative, who shall have twenty (20) calendar days to act on the grievance, render a decision, and advise the Association President of that decision in writing. The Step 3 grievance form will include a statement stating why the Step 1 response from the Chief is rejected and provide reasonable details in assisting to resolve the dispute.

The City Manager may choose, but is not required, to meet with the Association President and the Association's representative, if mutually agreed by the City Manager and the Association President, at this Step, in an attempt to resolve the dispute. If such meeting is agreed to, the City Manager may include any other representatives he/she so chooses to be present at this meeting. In the event that the dispute is not resolved at this meeting, none of the parties may use information obtained solely from this meeting in any future arbitration hearings.

The sole intent of this provision is to promote open discussions by the parties in attempting to resolve disputes prior to invoking any further Sections of this Agreement.

STEP 4. If the grievance is not resolved at Step 3, and if the Association wishes to pursue the grievance further, then both parties agree to mediate the grievance utilizing the services of the FMCS. The Association must notify the City of its desire to mediate the grievance within twenty (20) calendar days of receipt of the written response from the City Manager. Mediation will be scheduled as soon as reasonably practicable. No information provided in statements made during the grievance mediation may be used by either party in any future arbitration hearing.

STEP 5. If the grievance has not been settled at Step 4, the Association shall have ten (10) calendar days from the date that the mediation is concluded in which to appeal the grievance to arbitration. An appeal from the Association shall be submitted in writing to the City Manager or his/her designated representative.

SECTION IV

ARBITRATION. If a dispute is submitted to Arbitration, the City and the Association shall attempt to agree within five (5) calendar days upon an arbitrator who resides in the State of Texas. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals who are members of the National Academy of Arbitrators shall be requested jointly by the parties, or by either party, from the Federal Mediation and Conciliation Service.

Within five (5) working days from receipt of this list, the Association and the City shall meet and alternately strike names on the list until one name remains and that person shall be the arbitrator. A coin toss shall decide which party strikes first.

In the event that the parties are unable to obtain a list of arbitrators from the Federal Mediation and Conciliation Service that contains arbitrators exclusively from the State of Texas, a list of eleven (11) arbitrators shall be requested by the parties in lieu of the list of seven (7), and the City and the Association shall meet and jointly strike all names of Arbitrators who reside outside the State of Texas. After all of the outside Arbitrators are stricken, if an even number of names remain on the list, the last remaining name shall be stricken.

The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. If there is a question of arbitrability, including but not limited to whether the appropriate time limits have been followed, these issues shall be submitted to and decided by the arbitrator in advance. No evidence on the merits of the dispute shall be introduced before the arbitrator rules on arbitrability and timeliness issues. The parties, by mutual agreement, may request that the hearing be held in

accordance with the Expedited Labor Arbitration Rules, which are found as Attachment 1 to this Agreement, and are incorporated herein by reference.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his/her decision on the issue(s) presented, and shall confine his/her decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her. Payment of any award by an arbitrator in excess of five thousand dollars (\$5,000.00) may be deferred until the City's next fiscal year. The decision of the Arbitrator shall be final and binding upon the City and the Association, except where the award is procured by bias, fraud, collusion or other unlawful means.

The City shall bear the expense of any witness(es) called by the City. The Association shall bear the expense of any witness(es) called by the Association, except that employees of the City of La Marque who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The City and the Association shall share equally the fees and expenses of the Arbitrator.

ARTICLE XXXVII

SAVINGS CLAUSE

SECTION I

EFFECT OF ILLEGAL PROVISIONS. Should any provision of this Agreement be subsequently declared by competent judicial authority to be unlawful or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION II

PRE-EMPTION OF LOCAL GOVERNMENT CODE AND OTHER PROVISIONS. The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143 of the TEXAS LOCAL GOVERNMENT CODE; the City Charter of the City of La Marque, Texas; ordinances of the City of La Marque; Rules and Regulations of the La Marque Civil Service Commission; and policies and procedures of the La Marque Police Department.

ARTICLE XXXVIII

COMPLETE AGREEMENT CLAUSE

SECTION I

The Employer and the Association agree that, subject to the Maintenance of Standards Article, the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

SECTION II

The parties hereto acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make, advance, and discuss all proper subjects of collective bargaining, and the agreements herein contained were arrived at after free exercise of such rights and opportunities. The Employer and the Association, for the term of this Agreement, specifically waive the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

It is specifically provided that there shall be no further negotiations, except by mutual agreement, of any subjects contained within this Agreement.

SECTION III

Neither party shall make or permit any agreement, understanding, or contract with any person, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

SECTION IV

All modifications of this Agreement must be made in writing and signed by both the Employer and the Association before such modifications shall become effective.

SECTION V

This Agreement has been executed this **13th** day of **October**, 2008, in duplicate counterparts, each of the pages hereof having been initialed and dated by the subscribing parties.

APPROVED

Larry E. Crow, Sr.,
Mayor

Mike Kelemen,
Association President

Robert Ewart,
City Manager

Chief Negotiator/Association

Keith Bell,
Council Representative

Team Member/Association

Team Member/Association

ATTACHMENT I

EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties - these Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtained at the time the arbitration is initiated.
2. Appointment of Neutral Arbitrator - As agreed to in the basic Agreement.
3. Initiation of Expedited Arbitration Proceeding - Cases may be initiated by joint submission in writing, or in accordance with a Collective Bargaining Agreement.
4. Qualifications of Neutral Arbitrator - No person shall serve as neutral Arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting any appointment, the prospective Arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that Arbitrator or communicate the information to the parties.
5. Vacancy - The AAA is authorized to substitute another Arbitrator if a vacancy occurs or if an appointed Arbitrator is unable to serve promptly.
6. Time and Place of Hearing - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least twenty-four (24) hours in advance. Such notice may be given orally.
7. Representation by Counsel - Any party may be represented at the hearing by Counsel or other representative.
8. Attendance at Hearing - Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.
9. Adjournments - Hearings shall be adjourned by the Arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
10. Oaths - Before proceeding with the first hearing, the arbitrator shall take an oath of office. The Arbitrator may require witnesses to testify under oath.
11. Stenographic Record - There shall be no stenographic record of the proceedings.

12. Proceedings - The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make or take appropriate minutes of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing within five (5) days.
13. Arbitration in the Absence of a Party - The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.
14. Evidence - The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
15. Evidence by Affidavit and Filing of Documents - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.
16. Close of Hearings - The Arbitrator shall ask whether the parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.
17. Waiver of Rules - Any party who proceeds with the arbitration after knowledge that any provision or requirement of the Rules has not been complied with, and who fails to state his/her objections thereto in writing, shall be deemed to have waived his/her right to object.
18. Serving of Notices - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on an award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these rules.
19. Time of Award - The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by all parties, not later than five (5) business days from the date of the closing of the hearing.
20. Form of Award - The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

21. Delivery of Award to Parties - Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the ruling of the award in any manner which may be prescribed by law.
22. Expenses - The expenses of witnesses for either side shall be paid by the party producing such witnesses.
23. Interpretation and Application of Rules - The Arbitrator shall interpret and apply these Rules insofar as they relate to his/her powers and duties. All other Rules shall be interpreted and applied by the AAA, as administrator.

ATTACHMENT 2

RELEASE OF LIABILITY AGREEMENT

I, _____, (known herein as _____),
in consideration for the joint promises herein made, in which such consideration the
receipt and sufficiency of which is acknowledged, do hereby agree to the following:

I

_____ has accepted the appointment to _____
at the La Marque Police Department, and recognizes such position is an "at will"
position within the management of the City of La Marque, and that he/she has no
"tenure" in the present position. The position is not represented by the La Marque
Police Association, nor is the person appointed to that position covered by the Labor
Agreement between the City of La Marque and the La Marque Police Association.
Therefore, I hereby release the La Marque Police Association and indemnify them from
any and all liability for any claim I might have arising out of the La Marque Association's
alleged breach of its duty of fair representation or arising out of any related affirmative
claim for not representing me in collective bargaining negotiations as required by State
Law, or for not representing me under the grievances procedures as set forth in the
Collective Bargaining Agreement between the City of La Marque and the La Marque
Police Association.

II

I hereby voluntarily relinquish any and all rights and benefits set forth and granted
under the existing Collective Bargaining Agreement between the City of La Marque and
the La Marque Police Association, except as specified in Paragraphs III and IV below,
and including, but not limited to, inclusion as a member of the collective bargaining
unit; coverage under any and all wage plans and any other fringe benefits therein,
either of a direct or indirect nature (including but not limited to insurance
plans/premium payments, work hours, clothing allowance, leave time, holidays,
overtime pay, call back and standby pay, longevity pay and certificate pay); and the
right to file any and all grievances pursuant to _____ Article of the Contract
alleging a violation of the Collective Bargaining Agreement, for events occurring while I
held the position of _____.

III

I, by execution of this Agreement, do not relinquish my right under Article _____, Disciplinary Actions, to be terminated from employment for cause only and to appeal any termination of any employment pursuant to that Article. Nor do I relinquish my right upon voluntarily or involuntarily relinquishing the position of _____ to assume the position of _____ within the La Marque Police Department. In such event, I will have the full protection of the La Marque Police Association after the effective date that I assume such position without requirement of payment of any back dues, assessments, charges or penalties of any other type.

IV

I hereby retain the right to voluntarily resign my position as _____, and, in that event resume the position of _____, with full protection by the La Marque Police Association from and after the effective date that I assume such position without the requirement of payment of any back dues, assessments, charges, or other penalties of any type.

Executed this _____ day of _____, _____

By: _____

Accepted: _____
President, La Marque Police Association

Accepted: _____
City Manager, City of La Marque

AGREEMENT BETWEEN THE CITY OF LA MARQUE
AND
ROBERT J. BARFIELD

This Agreement is effective the first day of April 1, 2011, between the City of La Marque,
Acting through its duly elected City Council, and ROBERT J. BARFIELD (Prosecutor) as follows:

WITNESSETH:

WHEREAS, pursuant to the authority granted to the City Council through “ The City Charter, “ The City Code of the City of La Marque, and the laws of the Sate of Texas, The City Council of the City of La Marque has appointed ROBERT J. BARFIELD as a Assistant City Attorney with the sole duty of acting as Municipal Court Prosecutor, and the appointment was confirmed by the city manager.

WHEREAS, the Parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as

follows:

1. TERM

- 1.1 The term of this Agreement shall be from April 1, 2011, through March 31, 2012, unless sooner terminated as provided by the terms of this Agreement.

2. SCOPE OF EMPLOYMENT

- 2.1 The purpose of this Agreement is to employ ROBERT J. BARFIELD for the express purpose of serving the City of La Marque, Texas, as the City’s Municipal Court Prosecutor.
- 2.2 ROBERT J. BARFIELD shall perform all functions of the Municipal Court Prosecutor of the City of La Marque, Texas, as set forth in “Code of Ordinances, City of La Marque,

Texas”, as it now exists or may be amended in the future, and by applicable State law, as it now exists or may be amended in the future.

- 2.3 ROBERT J. BARFIELD reserves the right to have alternate prosecutors perform the prosecutorial duties required under this contract. Each alternate prosecutor will be bound to the same contractual requirements under this contract.
- 2.4 The City of La Marque reserves the right to designate days of the week, hours, and locations where the Municipal Court may be held.
- 2.5 ROBERT J. BARFIELD agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.
- 2.6 ROBERT J. BARFIELD shall meet with the City Council, Police Chief, City Clerks, and/or and/or City Manager upon request to discuss procedures within the Municipal Court.

This time shall be compensated at the rate of \$50 per hour

3. RATES; NO BENEFITS

- 3.1 ROBERT J. BARFIELD shall be deemed an independent contractor of the City.
- 3.2 The City agrees to pay ROBERT J. BARFIELD a flat rate of Two hundred seventy-five and no 100 dollars \$275.00 per docket as

established in the current fiscal year budget for each docket requiring a prosecutor.
 - a. These dockets are estimated to last no more than three (3) hours, excluding jury dockets. Dockets (to include jury dockets) in excess of three hours shall be billed at the rate of an additional \$100.00 per hour.
 - b. Jury dockets are not estimated to run three hours in length, and while both parties acknowledge that the Municipal Court Prosecutor cannot control the length of

any such docket, he will make reasonable efforts to minimize such additional time.

- 3.3 The City shall provide no group health insurance coverage or any other benefits for ROBERT J. BARFIELD
- 3.4 The City shall not provide any other group insurance benefits currently in force, or as amended in the future, for non-civil service employees, to include life and accident, death and dismemberment, worker's compensation, public official liability or as commonly know "Errors and Omissions", and general liability.
- 3.5 ROBERT J. BARFIELD shall at all times and at his own expense, maintain his license to practice law within the State of Texas as a member in good standing.
- 3.6. ROBERT J. BARFIELD shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.
- 3.7 ROBERT J. BARFIELD shall pay all educational and training expenses, travel, and any other Expenses associated with such additional State Bar required Mandatory Continuing Legal Education credits.

4. TERMINATION

- 4.1 ROBERT J. BARFIELD shall serve at the pleasure of the City Council. The City may terminate ROBERT J. BARFIELD at any time without cause with 60 days notice.
- 4.2 ROBERT J. BARFIELD may terminate this Agreement at any time, without cause with 60 days notice.
- 4.3. ROBERT J. BARFIELD shall waive all claims for compensation if not claimed within 60 days of the date of the termination of this Agreement.

5 GENERAL PROVISIONS

- 5.1 If any provision of this Agreement shall, for any reason, be held violative of any applicable

law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provision of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement cancelled.

- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of La Marque, Galveston County, Texas.

IN WITNESS WHEREOF, the City Council of the City of La Marque, by and through the Mayor, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the City of La Marque.

CITY OF LA MARQUE, TEXAS

By: _____
Geraldine Sam, Mayor

Carlton Getty, Municipal Court Prosecutor

APPROVED AS TO FORM ONLY:

ELLIS J. ORTEGO, City Attorney

ATTEST:

By: _____
Carolyn E. Anderson, City Clerk

AGREEMENT BETWEEN THE CITY OF LA MARQUE
AND
CARLTON GETTY

This Agreement is effective the first day of April 1, 2011, between the City of La Marque, Acting through its duly elected City Council, and CARLTON GETTY (Alternate Municipal Court Judge) as follows:

WITNESSETH:

WHEREAS, pursuant to the authority granted to the City Council through “ The City Charter, “ The City Code of the City of La Marque, and the laws of the Sate of Texas, The City Council of the City of La Marque has appointed CARLTON GETTY as an Alternate Municipal Court Judge.

WHEREAS, the Parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

1. TERM

- 1.1 The term of this Agreement shall be from April 1, 2011. through March 31, 2012, unless sooner terminated as provided by the terms of this Agreement.

2. SCOPE OF EMPLOYMENT

- 2.1 The purpose of this Agreement is to employ CARLTON GETTY for the express purpose of serving the City of La Marque, Texas, as the City’s Alternate Municipal Court Judge.
- 2.2 CARLTON GETTY shall perform all functions of the Alternate Municipal Court Judge of the City of La Marque, Texas, as set forth in “Code of Ordinances, City of La Marque, Texas”, as it now exists or may be amended in the future, and by applicable State law, as it now exists or may be amended I the future.

- 2.3 The City of La Marque reserves the right to designate days of the week, hours, and locations where the Municipal Court may be held.
- 2.4 CARLTON GETTY agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.

3. RATES; NO BENEFITS

- 3.1 CARLTON GETTY shall be deemed an independent contractor of the City.
- 3.2 The City agrees to pay CARLTON GETTY a flat rate of \$275.00 per docket as established in the current fiscal year budget for each docket requiring an Alternate Municipal Court Judge.
- a. These dockets are estimated to last no more than three (3) hours, excluding jury dockets. Dockets (to include jury dockets) in excess of three hours shall be billed at the rate of an additional \$100.00 per hour.
 - b. Jury dockets are not estimated to run three hours in length, and while both parties acknowledge that the Alternate Municipal Court Judge cannot control the length of any such docket, he will make reasonable efforts to minimize such additional time.
 - c. Other duties assigned by the Presiding Municipal Judge, such as magistration of prisoners, that occur on days other than the days where a docket is held, shall be billed at the rate of \$100.00 per hour. The Alternate Municipal Court Judge shall make every reasonable effort to minimize such additional time.
- 3.3 The City shall provide no group health insurance coverage or any other benefits for CARLTON GETTY.
- 3.4 The City shall not provide any other group insurance benefits currently in force, or as amended in the future, for non-civil service employees, to include life and accident, death

and dismemberment, worker's compensation, public official liability or as commonly known "Errors and Omissions", and general liability.

- 3.5 CARLTON GETTY shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.
- 3.6 CARLTON GETTY shall pay all educational and training expenses, travel, and any other expenses associated with such additional State Bar required Mandatory Continuing Legal Education credits.

4. TERMINATION

- 4.1 CARLTON GETTY shall serve at the pleasure of the City Council. The City may terminate CARLTON GETTY at any time without cause with 60 days notice.
- 4.2 CARLTON GETTY may terminate this Agreement at any time, without cause with 60 days notice.
- 4.3 CARLTON GETTY shall waive all claims for compensation if not claimed within 30 days of the date of the termination of this Agreement.

5. GENERAL PROVISIONS

- 5.1 If any provision of this Agreement shall, for any reason, be held violative of any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provision of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement cancelled.
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as

otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of La Marque, Galveston County, Texas.

IN WITNESS WHEREOF, the City Council of the City of La Marque, by and through the Mayor, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the City of La Marque.

CITY OF LA MARQUE, TEXAS

By: _____
Geraldine Sam, Mayor

Carlton Getty, Alternate Municipal Court
Judge

APPROVED AS TO FORM ONLY:

ELLIS J. ORTEGO, City Attorney

ATTEST:

By: _____
Carolyn E. Anderson, City Clerk

LJA Engineering & Surveying, Inc.



11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713.450.1300
Fax 713.450.1385
www.ljaengineering.com

February 3, 2011

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

RE: Bid Tabulation and Recommendation for Award for Construction of
Replacement of Magnolia Water Plant
LJA Project No. E019-009D
FRN No. F-1386

Honorable Mayor and Council,

Bids for construction of the reference project were received at 10:00 A.M., Wednesday, February 2, 2011 at the City of La Marque City Hall and subsequently read in public. Eight (8) contracting firms submitted bids for the project. Two alternatives (3a steel and 3b concrete) were bid for the ground storage tank construction. A math summation error in the bid of Gemini Contracting Services was found and adjustment made within the bid tabulation.

The bidders from low to high and the correct total amounts bid (Items 1, 2, 3a and 4 through 11) for the replacement water plant with a steel ground storage tank are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid Amount</u>
Schier Construction Co., Inc.	Houston, Texas	\$1,047,600.00
R & B Group, Inc.	Houston, Texas	\$1,062,700.00
Long & Son, Inc.	Houston, Texas	\$1,065,200.00
Gemini Contracting Services, Inc.	Houston, Texas	\$1,092,500.00
J.S. Haren Company	Athens, Tennessee	\$1,120,700.00
W. W. Payton Corporation	Katy, Texas	\$1,185,000.00
Associated Construction Partners	Boerne, Texas	\$1,186,500.00
Hugh Patrick Constructors, Inc.	Texas City, Texas	\$1,279,920.00

The bidders from low to high and the correct total amounts bid (Items 1, 2, 3b and 4 through 11) for the replacement water plant with a concrete ground storage tank are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid Amount</u>
Long & Son, Inc.	Houston, Texas	\$1,115,000.00
R & B Group, Inc.	Houston, Texas	\$1,187,700.00
J.S. Haren Company	Athens, Tennessee	\$1,248,700.00
Hugh Patrick Constructors, Inc.	Texas City, Texas	\$1,279,920.00
Schier Construction Co., Inc.	Houston, Texas	\$1,296,400.00
W. W. Payton Corporation	Katy, Texas	\$1,298,000.00
Associated Construction Partners	Boerne, Texas	\$1,372,500.00
Gemini Contracting Services, Inc.	Houston, Texas	No Bid

A copy of the Bid Tabulation is attached.

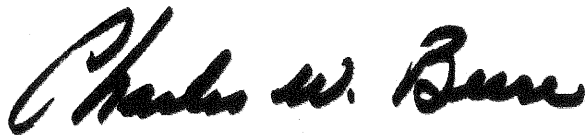
LJA recommends the City accept the low bid for the concrete ground storage tank. The \$67,400.00 difference in initial cost between the concrete and steel storage tanks will be offset by the need to spend about \$30,000.00 to inspect the preparation and coating of the steel tank during the initial construction and the need to recoat the steel tank on ten year intervals. Recoating and the inspection of the recoating will likely cost about \$100,000.00 or more each time the procedure is accomplished. Concrete tanks maybe maintained by the City with a simple pressure wash.

LJA's recommendation is to make the award to Long & Son, Inc. for the Water Plant Replacement with the Concrete Ground Storage Tank in the amount of \$1,115,000.00. A Qualification Statement of the low bidder is submitted for your review. Our investigation of Long & Son, Inc. included a review of their surety, past work experience of previous projects, past work experience with LJA, and their financial statement. Based on our investigation, we recommend awarding a contract to Long & Son, Inc.

City of La Marque
February 3, 2011
LJA Project No. E019-009D
Page 3

If you have any questions or need additional information, please advise.

Sincerely,

A handwritten signature in black ink that reads "Charles W. Beere". The signature is written in a cursive style with a large, prominent initial 'C'.

Charles W. Beere, P.E.
Senior Project Manager

Attachments

cc: Mike Morgan, Dir. Public Works
Construction File 16.6

Bid Tabulation - Bid Opening, Wednesday, February 2, 2011 @ 10:00 A.M.
 CITY OF LA MARQUE
 REPLACEMENT OF MAGNOLIA WATER PLANT
 LJA PROJECT NO. E019-009D
 FRN F-1386

Page 1

Schier Construction Co, Inc.
 14250 Schroeder Road
 Houston, Texas 77070
 Tel: 281-469-1822
 Fax: 281-469-1373
 Contact: James E. Schier

R & B
 1213 North Durham Drive
 Houston, Texas 77008
 Tel: 713-862-5800
 Fax: 713-862-5807
 Contact: Brian D. Morrison

Long & Son, Inc.
 13014 Queensbury Lane
 Houston, Texas 77079
 Tel: 713-461-7032
 Fax: 713-935-9278
 Contact: Charles W. Long

Gemini Contracting Services, Inc.
 12660 LaRochelle
 Houston, Texas 77015
 Tel: 713-453-4691
 Fax: 713-453-5361
 Contact: Jim VanSchuyver

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
1	REMOVE EXISTING FACILITIES INCLUDING ALL STRUCTURAL, MECHANICAL, ELECTRICAL, AND CONTROL SYSTEMS, COMPLETE IN PLACE	1	LS	\$16,400.00	\$16,400.00	\$20,000.00	\$20,000.00	\$11,000.00	\$11,000.00	\$50,000.00	\$50,000.00
2	RENOVATION EXISTING WATER WELL FACILITIES, COMPLETE IN PLACE	1	LS	\$113,000.00	\$113,000.00	\$115,000.00	\$115,000.00	\$119,300.00	\$119,300.00	\$115,000.00	\$115,000.00
3a	FURNISH AND INSTALL NEW 500,000 GALLON GROUND STORAGE TANK (STEEL), INCLUDING FOUNDATION, TANK, COATING, CATHODIC PROTECTION, AND ALL APPURTENANCES, COMPLETE IN PLACE	1	LS	\$345,000.00	\$345,000.00	\$310,000.00	\$310,000.00	\$409,000.00	\$409,000.00	\$400,000.00	\$400,000.00
3b	FURNISH AND INSTALL NEW 500,000 GALLON GROUND STORAGE TANK (CONCRETE), INCLUDING FOUNDATION, TANK, COATING, CATHODIC PROTECTION, AND ALL APPURTENANCES, COMPLETE IN PLACE	1	LS	\$593,800.00	\$593,800.00	\$435,000.00	\$435,000.00	\$458,800.00	\$458,800.00	NO BID	
4	FURNISH AND INSTALL NEW BOOSTER PUMP STATION, INCLUDING CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND CONTROL SYSTEMS (ALL ITEMS NOT COVERED IN ANY OTHER BID ITEM) COMPLETE IN PLACE	1	LS	\$555,400.00	\$555,400.00	\$600,000.00	\$600,000.00	\$508,000.00	\$508,000.00	\$509,000.00	\$509,000.00
5	TRENCH SAFETY SYSTEM, COMPLETE IN PLACE	200	LF	\$1.50	\$300.00	\$1.00	\$200.00	\$2.00	\$400.00	\$5.00	\$1,000.00
SUPPLEMENTARY ITEMS											
6	"EXTRA" TURF ESTABLISHMENT, FULL SODDING, COMPLETE IN PLACE	100	SY	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
7	"EXTRA" BANK SAND, COMPLETE IN PLACE	300	CY	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00
8	"EXTRA" CRUSHED LIMESTONE BEDDING, COMPLETE IN PLACE	200	CY	\$25.00	\$5,000.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00
9	"EXTRA" CEMENT STABILIZED SAND, 2.0 SACKS PER TON, COMPLETE IN PLACE	50	TON	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00
10	"EXTRA" CLASS A CONCRETE, COMPLETE IN PLACE	60	CY	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$100.00	\$6,000.00
11	"EXTRA" REINFORCING STEEL, COMPLETE IN PLACE	1,000	LB	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00

SUBTOTAL PAGE 1 - ITEMS 1, 2, 3a, 4, 5 THROUGH 11

\$1,047,600.00

\$1,062,700.00

\$1,065,200.00

\$1,092,500.00

SUBTOTAL PAGE 1 - ITEMS 1, 2, 3b, 4, 5 THROUGH 11

\$1,296,400.00

\$1,187,700.00

\$1,115,000.00

NO BID

Bid Tabulation - Bid Opening, Wednesday, February 2, 2011 @ 10:00 A.M. Page 1
 CITY OF LA MARQUE
 REPLACEMENT OF MAGNOLIA WATER PLANT
 LJA PROJECT NO. E019-009D
 FRN F-1386

J.S. Haren Company
 P.O. Box 450
 Athens, Tennessee 37303
 Tel: 423-745-5000
 Fax: 423-745-5252
 Contact: J.S. Haren

W.W. Payton Corporation
 P.O. Box 1056
 Katy, Texas 77492-1056
 Tel: 281-371-7068
 Fax: 281-371-7069
 Contact: Wesley W. Payton

Associated Constr. Partners, Ltd
 215 West Bandera Road, Suite 11
 Boerne, Texas 78006
 Tel: 210-698-8714
 Fax: 210-698-8712
 Contact: Jill Simpson

Hugh-Patrick Constructors, Inc.
 P.O. Box 1757
 Texas City, Texas 77592-1757
 Tel: 409-948-2949
 Fax: 409-948-2282
 Contact: Donald P. Tarpey

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
1	REMOVE EXISTING FACILITIES INCLUDING ALL STRUCTURAL, MECHANICAL, ELECTRICAL, AND CONTROL SYSTEMS, COMPLETE IN PLACE	1	LS	\$80,000.00	\$80,000.00	\$15,000.00	\$15,000.00	\$125,000.00	\$125,000.00	\$29,000.00	\$29,000.00
2	RENOVATION EXISTING WATER WELL FACILITIES, COMPLETE IN PLACE	1	LS	\$110,000.00	\$110,000.00	\$112,000.00	\$112,000.00	\$50,000.00	\$50,000.00	\$130,800.00	\$130,800.00
3a	FURNISH AND INSTALL NEW 500,000 GALLON GROUND STORAGE TANK (STEEL), INCLUDING FOUNDATION, TANK, COATING, CATHODIC PROTECTION, AND ALL APPURTENANCES, COMPLETE IN PLACE	1	LS	\$320,000.00	\$320,000.00	\$395,000.00	\$395,000.00	\$456,000.00	\$456,000.00	\$438,220.00	\$438,220.00
3b	FURNISH AND INSTALL NEW 500,000 GALLON GROUND STORAGE TANK (CONCRETE), INCLUDING FOUNDATION, TANK, COATING, CATHODIC PROTECTION, AND ALL APPURTENANCES, COMPLETE IN PLACE	1	LS	\$448,000.00	\$448,000.00	\$508,000.00	\$508,000.00	\$642,000.00	\$642,000.00	\$489,000.00	\$489,000.00
4	FURNISH AND INSTALL NEW BOOSTER PUMP STATION, INCLUDING CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND CONTROL SYSTEMS (ALL ITEMS NOT COVERED IN ANY OTHER BID ITEM) COMPLETE IN PLACE	1	LS	\$593,000.00	\$593,000.00	\$644,500.00	\$644,500.00	\$533,000.00	\$533,000.00	\$590,690.00	\$590,690.00
5	TRENCH SAFETY SYSTEM, COMPLETE IN PLACE	200	LF	\$1.00	\$200.00	\$5.00	\$1,000.00	\$10.00	\$2,000.00	\$1.00	\$200.00
SUPPLEMENTARY ITEMS											
6	"EXTRA" TURF ESTABLISHMENT, FULL SODDING, COMPLETE IN PLACE	100	SY	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$27.10	\$2,710.00
7	"EXTRA" BANK SAND, COMPLETE IN PLACE	300	CY	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00
8	"EXTRA" CRUSHED LIMESTONE BEDDING, COMPLETE IN PLACE	200	CY	\$25.00	\$5,000.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00	\$50.00	\$10,000.00
9	"EXTRA" CEMENT STABILIZED SAND, 2.0 SACKS PER TON, COMPLETE IN PLACE	50	TON	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00
10	"EXTRA" CLASS A CONCRETE, COMPLETE IN PLACE	60	CY	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$150.00	\$9,000.00	\$367.00	\$22,020.00
11	"EXTRA" REINFORCING STEEL, COMPLETE IN PLACE	1,000	LB	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00

SUBTOTAL PAGE 1 - ITEMS 1, 2, 3a, 4, 5 THROUGH 11

\$1,120,700.00

\$1,185,000.00

\$1,186,500.00

\$1,229,140.00

SUBTOTAL PAGE 1 - ITEMS 1, 2, 3b, 4, 5 THROUGH 11

\$1,248,700.00

\$1,298,000.00

\$1,372,500.00

\$1,279,920.00

QUALIFICATION STATEMENT

To: The City of La Marque LJA Job No. E019-090D

For Construction of the Replacement of magnolia Water Plant

List of projects bidder has successfully completed within the past two (2) years:

Amount of Contract	Type of Work	Date Accepted	Name and Address Of Owner
1. <u>1,800,000⁰⁰</u>	<u>W.P.</u>	<u>7/10</u>	<u>CITY OF HUMBLE</u>
2. <u>1,100,000⁰⁰</u>	<u>WP</u>	<u>5/10</u>	<u>EMERALD FOREST U.D.</u>
3. <u>4,100,000⁰⁰</u>	<u>WP</u>	<u>10/10</u>	<u>HARRIS CO. M.U.D. #165</u>
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

List of projects bidder is now engaged in completing:

Amount of Contract	Work Symbol)*	Order Date	Completion Date	Percent Complete	Name & Address of Owner
1. <u>900,000⁰⁰</u>	<u>WP</u>	_____	_____	<u>75%</u>	<u>CITY OF FRIEDRICHSDORF</u>
2. <u>2,000,000⁰⁰</u>	<u>WP</u>	_____	_____	<u>30%</u>	<u>FR. BEND CO. M.U.D. #151</u>
3. <u>1,700,000⁰⁰</u>	<u>W.P.</u>	_____	_____	<u>80%</u>	<u>HARRIS CO. M.U.D. #160</u>
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____

- * UG = Underground Utilities (Water, Sewer, Telephone, etc)
 PW = Major Plant Work
 PD = Paving, Drainage
 SA = Structural, Architectural (Bridges, Buildings, etc)
 SD = Subdivision Construction
 E = Major Electrical
 A = Airports

Amount of Contract	Amount of Bond	Name and Address of Surety Company
		ALL CONTRACT ARE BONDED BY HARTFORD FIRE INSURANCE CO. LOCAL AGENT - INSURANCE ALLIANCE - 713-966-1776

Equipment	Condition	Year New
4. CASE 500 BACK-HOE/LOADER		
2. CASE 550 D7EL		
2. HOBELCO EXCAVATORS		
1. HOBELCO FRONT END LOADER		

Portion of work bidder proposes to sublet in case of award of Contract; including amount and type.
(Subcontractors must be approved.)

Type of work	Amount of Subcontract	Name and address of Proposed Subcontractor
GST CONCRETE	400,000	NATHAN
WATER WELL	110,000 ⁰⁰	LAYDE TEXAS
GST. (STEEL)	210,000 ⁰⁰	TANK BUILDERS INC.
JACO, INC.	125,000 ⁰⁰	PAINT
RESCO ELECTRIC	125,000 ⁰⁰	ELECTRICAL

If awarded this Contract our on-site project superintendent will be CHARLES T. LORCH
who has had 20 years experience in supervising this type of work.

If awarded this Contract our Administrative Manager will be CHARLES W. LORCH who has had
30 years experience in management of construction of this type work.

Dated this 2ND day of FEB., 2011.

Company: LOREN A. SAND, INC.

By: Charles W. Lorch

Title: PRESIDENT

Mailing Address: 13014 QUEENSBURY LN. HOUSTON, TX 77032

Physical Address: SAME AS ABOVE

Phone No.: 713-461-7032

Fax No.: 713-935-9278

E-MAIL IF AVAILABLE: LOREN.A.SAND@GMAIL.COM

ATTEST:



11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713.450.1300
Fax 713.450.1385
www.ljaengineering.com

January 21, 2011

**Honorable Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, TX 77568**

**RE: Bid Tabulation and Recommendation for Award for Construction of
Surface Water Take Point No. 2, Well & Generator Addition
LJA Project No. E019-090E
TDRA Disaster Recovery Funded Project**

Honorable Mayor and Council:

Bids for construction of the reference project were received at 10:00 A.M. Wednesday, January 12, 2011, at the City of La Marque City Hall, and subsequently read in public. Three (3) contracting firms submitted bids for the project. No errors were found in the bids.

The bidders from low to high and the correct total amounts bid are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
Alsay, Inc.	Houston, TX	\$914,600.00
Weisinger, Inc.	Conroe, TX	\$936,200.00
W. W. Payton	Katy, TX	\$953,000.00

A copy of the Bid Tabulation is attached.

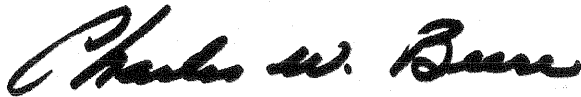
The bidding documents of the bidders were examined and found to be in order. A Qualification Statement of the low bidder is submitted for your review.

Mayor and Council
City of La Marque
LJA Project E019-090E
January 21, 2011
Page 2

Our investigation of Alsay, Inc. of Houston, Texas included a review of their surety, references of previous projects and past work experience with LJA Engineering, Inc. Based on our review, we recommend awarding a contract in the amount of \$914,600.00 to the low bidder, Alsay, Inc.

If you have any questions or need additional information, please advise.

Sincerely,

A handwritten signature in black ink, reading "Charles W. Beere". The signature is written in a cursive, flowing style.

Charles W. Beere, P.E.
Senior Project Manager

CWB/pjh

Attachment

cc: Michael Morgan, Dir. Public Works
Ronnie McKinney, LJA
David Baker, Public Management, Inc.
Construction File 16.6

Bid Tabulation - Bid Opening, Wednesday, January 12, 2011 at 10:00 CITY OF LA MARQUE Surface Water Take Point No. 2, Well & Generator Addition LJA Project No. E019-909E FRN No. F-1386				Alsay, Inc. 6615 Gant Road Houston, Texas 77066 PH: 281-444-6960 Fax: 281-444-7081 Joe Slavik, Asst. Secretary		Weisinger, Inc. 2200 East Davis Street Conroe, TX 77301 PH: 936-756-7721 Fax: 936-756-7723 Michael Weisinger, Vice Pres.		W. W. Payton Corporation P.O. Box 1056 Katy, Texas 77492 PH: 281-371-7068 Fax: 281-371-7069 Wesley W. Payton, President	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
1	Water Well, Including All Structural, Mechanical, Electrical and Control Systems, Complete in Place.	1	L.S.	\$660,000.00	\$660,000.00	\$710,000.00	\$710,000.00	\$730,000.00	\$730,000.00
2	Generator, Including All Civil, Structural Mechanical Electrical, Control and Monitoring Systems, Complete in Place.	1	L.S.	\$188,600.00	\$188,600.00	\$163,000.00	\$163,000.00	\$180,000.00	\$180,000.00
3	Yard Piping, Modification & Additions, Including Valves, meters, and All Appurtenances, Complete in Place.	1	L.S.	\$45,400.00	\$45,400.00	\$44,500.00	\$44,500.00	\$25,000.00	\$25,000.00
4	Trench Safety System, Complete in Place.	200	L.F.	\$6.00	\$1,200.00	\$6.00	\$1,200.00	\$2.50	\$500.00
SUPPLEMENTARY ITEMS									
5	"Extra" Turf Establishment, Full Sodding, Complete in Place.	100	S.Y.	\$11.00	\$1,100.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
6	"Extra" Bank Sand, Complete in Place.	300	C.Y.	\$11.00	\$3,300.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00
7	"Extra" Crushed Limestone Bedding, Complete in Place.	200	C.Y.	\$28.00	\$5,600.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00
8	"Extra" Cement Stabilized Sand, 2.0 Sacks Per Ton, Complete in Place.	50	TON	\$34.00	\$1,700.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00
9	"Extra" Class A Concrete, Complete in Place.	60	C.Y.	\$110.00	\$6,600.00	\$100.00	\$6,000.00	\$100.00	\$6,000.00
10	"Extra" Reinforcing Steel, Complete in Place.	1000	LB.	\$1.10	\$1,100.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
TOTAL ITEMS 1 THROUGH 10					\$914,600.00		\$936,200.00		\$953,000.00

QUALIFICATION STATEMENT

To: City of La Marque LJA Job No. E019-090E

For Construction of Surface Water Take Point No. 2, Well & Generator Addition

List of projects bidder has successfully completed within the past two (2) years:

Amount of Contract	Type of Work	Date Accepted	Name and Address Of Owner
1. \$ 485,000.00	Water Well Test Hole	08/01/10	Montgomery Co. MUD 18 100 Nugent St., Conroe, TX 77301 City of Tomball
2. 1,600,000.00	Construct 2 Water Wells	12/15/10	501 James St., Tomball, TX 77375 NW Harris Co. MUD 19
3. 1,620,000.00	Construct Water Well	10/12/10	12121 Wickchester Ln., Ste. 200, Harris Co. MUD 81 Houston, TX 77079
4. 1,309,000.00	Construct Water Well	10/01/09	10777 Westheimer, Ste. 400, Hou., TX 77042 Cimarron MUD
5. 1,098,000.00	Construct Water Well	05/04/10	2925 Briarpark, Ste 275, Hou, TX 77042 Harris Co. MUD 285
6. 1,141,000.00	Construct Water Well	05/15/10	6335 Gulfton, Ste 100, Hou., TX 77081 Ft. Bend MUD 149
7. 1,058,000.00	Construct Water Well	10/01/10	9990 Richmond Ave, Ste 450, N. Bldg., Hou, TX 77042

List of projects bidder is now engaged in completing:

Amount of Contract	Work Symbol)*	Order Date	Completion Date	Percent Complete	Name & Address of Owner
1. \$1,024,000.00	PW	01/03/11	06/02/11	1%	Mason Creek U.D. 847 Dominion Dr., Katy, TX 77450 City of Baytown
2. 300,000.00	PW	11/03/10	01/14/11	99%	2401 Market St., Baytown, TX 77522 Ft. Bend MUD 106
3. 747,000.00	PW	11/03/10	06/01/11	10%	5757 Woodway, Ste 101 W., Hou, TX Harris Co. MUD 168
4. 683,000.00	PW	07/15/10	05/01/11	85%	14870 Skinner Rd., Cypress, TX Spring West MUD
5. 987,000.00	PW	03/15/10	02/28/11	90%	9990 Richmond Ave., Ste. 450, NW Park MUD Hou, TX
6. 917,000.00	PW	01/25/10	02/15/11	95%	10555 Westoffice Dr., Hou, TX City of Houston
7. 2,066,000.00	PW	03/01/11	03/01/12	0%	611 Walker, Hou., TX

* UG = Underground Utilities (Water, Sewer, Telephone, etc)
 PW = Major Plant Work
 PD = Paving, Drainage
 SA = Structural, Architectural (Bridges, Buildings, etc)
 SD = Subdivision Construction
 E = Major Electrical
 A = Airports

List of Surety Bonds in force on the above incomplete work:

Amount of Contract	Amount of Bond	Name and Address of Surety Company
1. 1,024,000.00	1,024,000.00	Evergreen National Indemnity Company 6140 Parkland Blvd., Suite 300 Cleveland, OH 44124
2. 300,000.00	300,000.00	"
3. 747,000.00	747,000.00	"
4. 683,000.00	683,000.00	"
5. 987,000.00	987,000.00	"
6. 2,066,000.00	2,066,000.00	"

List of equipment owned by bidder that is in serviceable condition and available for use on this project:

Equipment	Condition	Year New
R-6 Drilling Rig w/Series 60	Good	1981 (Rig body)/2009 (Series 60)
RW613 Pump Rig	Good	1988
Sullair Air Compressor	Excellent	2002
Ingersoll Rand Generator	Excellent	2005
Test Pump Diesel Engine Series 60	Excellent	2007
Fleet of Heavy Duty Service Trucks	Good	1995 - 2010
Mud Pump	Excellent	2009 (engine)
International w/Hydraulic Crane	Good	1995
Freightliner (winch truck)	Good	1995
Lowboy Trailer	Good	1981

Portion of work bidder proposes to sublet in case of award of Contract; including amount and type.
(Subcontractors must be approved.)

Type of work	Amount of Subcontract	Name and address of Proposed Subcontractor
Electrical	\$70,000.00	Pfeiffer & Son
Site Work	\$90,000.00	Long & Son

If awarded this Contract our on-site project superintendent will be Del Shockley
who has had 10 years experience in supervising this type of work.

If awarded this Contract our Administrative Manager will be Joe Slavik who has had
6 years experience in management of construction of this type work.

Dated this 12th day of January, 2011.

Company: Alsay Incorporated

By: Joe Slavik

Title: Assistant Secretary

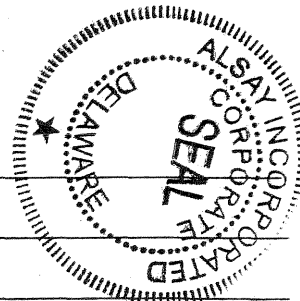
Mailing Address: 6615 Gant Road, Houston, TX. 77066

Physical Address: 6615 Gant Road, Houston, TX. 77066

Phone No.: (281) 444-6960

Fax No.: (281) 444-7081

E-MAIL IF AVAILABLE: joe.slavik@alsayinc.com



ATTEST:

Sharon L. Skelton
SHARON L. SKELTON

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Alsay Incorporated Date Organized: 09/01/1984

Address: 6615 Gant Road, Houston, TX. 77066 Date Incorporated 04/04/2000

Number of Years in contracting business under present name 30:

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
Mason Creek U.D., Water Well # 3 Replacement	1,024,000.00	06/02/11
City of Baytown Water Well	300,000.00	01/14/11
Ft. Bend MUD 106 Greatwood Water Well # 4	747,000.00	06/01/11

Type of work performed by your company: Water Well Drilling and Service

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Ft. Bend MUD 149 Water Well # 1	\$1,058,000.00	10/10
NW Harris Co. MUD 19 Water Well # 3	\$1,620,000.00	10/10
City of Tomball Wells # 5 & # 6	\$1,600,000.00	12/10

Major equipment available for this contract: See Attached

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

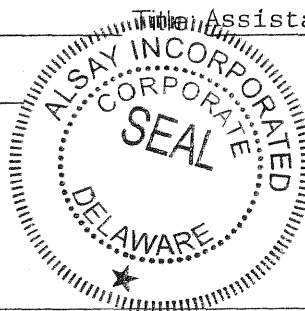
Credit available: \$ 2.5 Million Bank reference: Jason Matthews, Texas Capital Bank, N.A.
214-932-6657

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of La Marque in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 11th day of January, 10 2011.

By: (signature) *Joe Slavik* Title: Assistant Secretary

(print name) Joe Slavik





ALSAY
I N C O R P O R A T E D
GROUNDWATER EXPLORATION & DEVELOPMENT

6615 GANT ROAD
HOUSTON, TEXAS 77066
PHONE: 281-444-6960
FAX: 281-444-7081

**City of La Marque
Surface Water Take Point 2
Well and Generator Addition
List of Major Equipment Available for Contract**

R-6 Drilling Rig, 200,000 lb. Capacity

(12) Work-Over Rigs, 50,000 to 150,000 lb. Capacity

(3) 900 CFM @ 350 psi Air Compressors

(2) 750 CFM @ 350 psi Air Compressors

(3) Ingersoll Rand 60 kW Generators

Test Pumping Diesel Engines: 16 V 71 / 1200 HP & Series 60 / 630 HP

RESUMES

- **Jim L. Caldwell, President** – Mr. Caldwell has served as President of Alsay Incorporated since 2006. His responsibilities include managing all day-to-day responsibilities of the Company. He has been employed by Alsay and its predecessors since 1984 and has held positions as Service Technician, Service Manager, General Manager, and Vice President.
- **Scott Freeman, Service Manager – Houston** - Mr. Freeman has served as Service Manager of the Houston office since 2004, overseeing day-to-day operations in the pump service department. Mr. Freeman has over 19 years experience servicing the industrial, municipal and agricultural markets of the water well industry.
- **Joe Slavik, Assistant Secretary** – Mr. Slavik has served as HR & HSE Director since joining the Company in 1993, and Project Manager since 2005. Prior to Alsay, he was a Management Consultant for 6 years. Prior to that he was District Operations Manager of an international Oilfield Service Company. Mr. Slavik received a B.B.A. in Management from the University of Texas.
- **Neil Rollie, Drilling Superintendent – Houston** – Mr. Rollie has served as Drilling Superintendent for Alsay Incorporated since joining the Company in 1977. Mr. Rollie has 38 years experience in municipal and industrial, gravel packed, underream water wells with additional experience in monitor, injection and aquifer storage and recovery wells.
- **Rick Martindale, Pump Superintendent – Houston** – Mr. Martindale has served as Pump Rig Operator and Pump Supervisor since joining the Company in 1987, and he has held the position of Pump Superintendent over all field activity in the Service Department for Alsay since 1992. Prior to Alsay, Mr. Martindale worked for Layne Texas.

11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713.450.1300
Fax 713.450.1385
www.ljaengineering.com

January 28, 2011

**Honorable Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, TX 77568**

**RE: Bid Tabulation and Recommendation for Award for Construction of
Fire Station Generator Replacement
LJA Project No. E019-090A
TDRA Disaster Recovery Funded Project**

Honorable Mayor and Council:

Bids for construction of the reference project were received at 1:30 P.M. Wednesday, January 5, 2011, at the City of La Marque City Hall, and subsequently read in public. Two (2) contracting firms submitted bids for the project. No errors were found in the bids.

The bidders from low to high and the correct total amounts bid are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
Crescent Electric	La Marque, TX	\$56,580.00
C. F. Donald Electric, Inc.	Houston, TX	\$73,269.00

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order. A Qualification Statement of the low bidder is submitted for your review.

Our investigation of Crescent Electric, Inc. La Marque, Texas included a review of their references of previous projects. Based on our review, we recommend awarding a contract to the low bidder, Crescent Electric, Inc.

Mayor and Council
City of La Marque
LJA Project E019-090A
January 28, 2011
Page 2

If you have any questions or need additional information, please advise.

Sincerely,

A handwritten signature in black ink that reads "Ronnie McKinney". The signature is written in a cursive, flowing style.

Ronnie McKinney
Construction Manager

REM/pjh

Attachment

cc: Michael Morgan, Dir. Public Works
Ronnie McKinney, LJA
David Baker, Public Management, Inc.
Construction File 16.6

Bid Tabulation - Bid Opening, Wednesday, January 5, 2011 @ 1:30 P.M. City of La Marque Fire Station Generator Replacement LJA Project No. E019-090A FRN F-1386				Cresent Elelctric P.O. Box 36 La Marque, TX 77568 PH: 409-935-2416 FAX: 409-935-2428 Clarence Broze, President		C.F. McDonald Electric, Inc. 5044 Timber Creek Houston, TX 77017 PH: 713-921-1368 FAX: 713-921-5109 Harry Keller, Vice President			
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
1	Remove Existing Generator, Including All Structural, Mechanical, Electrical, and Control Systems (not reused), Complete in Place.	1	L.S.	\$1,300.00	\$1,300.00	\$2,500.00	\$2,500.00		\$0.00
2	Provide and install Generator, Including All Civil, Structural, Mechanical, Electrical, Control and Monitoring Systems, Complete in Place.	1	L.S.	\$54,680.00	\$54,680.00	\$62,749.00	\$62,749.00		\$0.00
3	Gas Piping Modification & Additions, Including Valves, Meters & All Appurtenances, Complete in Place.	1	L.S.	\$600.00	\$600.00	\$4,000.00	\$4,000.00		\$0.00
4	Trench Safety System, Complete in Place.	200	L.F.	\$0.00	\$0.00	\$0.10	\$20.00		\$0.00
	SUPPLEMENTARY ITEMS								
5	"Extra" Turf Establishmment, Full Sodding, Complete in Place.	100	S.Y.	\$0.00	\$0.00	\$10.00	\$1,000.00		\$0.00
6	"Extra" Bank Sand, Complete in Place.	30	C.Y.	\$0.00	\$0.00	\$10.00	\$300.00		\$0.00
7	"Extra" Crushed Limestone Bedding, Complete in Place.	20	C.Y.	\$0.00	\$0.00	\$25.00	\$500.00		\$0.00
8	"Extra" Cement Stabilized Sand, 2.0 Sacks Per Ton, Complete in Place.	50	TON	\$0.00	\$0.00	\$30.00	\$1,500.00		\$0.00
9	"Extra" Class A. Concrete, Complete in Place.	6	C.Y.	\$0.00	\$0.00	\$100.00	\$600.00		\$0.00
10	"Extra" Reinforcing Steel, Complete in Place.	100	LB.	\$0.00	\$0.00	\$1.00	\$100.00		\$0.00

TOTAL ITEMS 1 THROUGH

\$56,580.00

\$73,269.00

0.00

Cresent Electric Bid is incomplete as they turned in a N.A. on Items 4, 5, 6, 7, 8, 9 and 10

CLARENCE BROZE JR.
5517 Ecret
Rt. 4 Box 955
Dickinson, Texas 77539
Residence: (281) 337-3936

September 13, 2010

RESUME

EDUCATION

B.S. Degree, Stephen F. Austin State University, Nacogdoches, Texas

Four-year Apprentice Program, I.B.E.W. Local 527, Galveston, Texas

San Jacinto Jr. College, Master Electrical Code Study and Calculations Courses, 16 Hours of College Credit

3 M School of Hi Voltage Terminations and Splicing, Six-week Duration

Okonite - Classes on Lead Cable Splicing, Six-week Duration

Education Courses in Safety Education and First Aid, Stephen F. Austin State University and Virginia State Mining Authority.

CERTIFICATIONS

Master Electrician License

I.B.E.W. Apprentice Program JIW

H.1-Voltage Splicing

PROFESSIONAL HIGHLIGHTS

CRESCENT ENGINEERING COMPANY INC. / INDUSTRIAL I & E PRESIDENT

(Previously employed as operations manager of the Crescent companies for eight years, Mr. Broze purchased the Crescent in 2002 and formed Industrial I&E at that time). Crescent along with its sister company Industrial I&E, has over 150 employees and provides services to the Galveston County area. They are full service companies with lineman, inside wiremen (electricians) and instrumentation technicians. The companies perform electrical work on industrial, institutional, commercial, and residential occupancies. Crescent Engineering Co., Inc. has been in business in the area since 1958.

CHRIS M. HINES

CRESCENT

TEXAS CITY, TX. 77590

Since 1946

Quality Work By Qualified Workers

PH-409-935-2416

EDUCATION: LaMarque High School graduate- 1972

Miscellaneous College Credit courses- 1986-1987- 27 hrs.

Miscellaneous Training at Contractor Safety Counsel- 1999- 2007

Basic Safety- with area plant site specific

Lock Out / Tag Out- (LOTTO)

Confined Space Entry

16 hour OSHA Safety Training.

Current Contractor Safety Card, with Valero, Equistar, Marathon, and BP Amoco Site specific.

Current Licensing Status- Master Electrical License – State of Texas

Master Peace Officer- State of Texas

CURRENT EMPLOYMENT

HITCHCOCK POLICE DEPT- PATROL SGT. 1990-PRESENT

CRESCENT ELECTRIC CO. 1979 TO PRESENT

Crescent Electric Co.- 1979-1980 - Journeyman Electrician- Amoco Oil

History 1981-1982- Job Foreman - Monsanto

1983-1996- Job Foreman- Job General Foreman

Assistant Supt, Cost Estimator, Inspector- Union Carbide Corporation. In the 13 years at Union Carbide, I worked as a Journeyman Wireman, Welder, Job Supervisor, Inspector, and Cost Estimator. I supervised one of the largest expansion projects Carbide had in the Texas City plant, in many years, with 6 crews and over 65 men.

1996- Present- Cost Estimator-/ Project Manager- Quoting jobs up to \$3.2 million. Awarded Job up to \$1.1 million.

Licensed Master- Passed SBCCI state exam in 1999 on first attempt.

Currently have State Master License

Responsible for pulling of permits, and the overseeing of electrical installations, job estimates, budget estimates, site management.

DUTIES / RESPONSIBILITIES

Project Manager / Estimator / Designer

Company Safety Director- Aiding in setting up our new safety policy manual and addressing safety concerns. Microsoft word processor, Excel - I use both on a daily basis. I use Excel spreadsheet for my job costing for hard money or budget estimates.

#11 S. SKIMMER
La Marque, TX 77568

(409) 682-1244

Grady Mack

Certifications

Journeyman Electrician, State of Texas, #3991

Education

1995-2000

High School Diploma, La Marque High School 1993

Electrical Apprenticeship, IBEW, LU 527

Employment

1994 - Present

Crescent Electric / Industrial I & E
Journeyman Wireman

La Marque shop Supervisor. Prior to this position, as a service technician, I provided a wide range of electrical services to customers, from trouble shooting to installation in either an industrial, commercial, or in a residential environment.

Civic Involvement

Rotary Club of the Mainland

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Crescent Engineering Co., Inc

Business name, if different from above

dba Crescent Electric

Check appropriate box:

☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

P.O. Box 36

City, state, and ZIP code

La Marque, TX 77568

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | | | | |

or

Employer identification number

716012520128

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Luisa D. Gonzalez

Date ▶

9-28-2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CB5

INDUSTRIAL I & E/CRESCENT CAPABILITIES

Industrial I&E/Crescent founded in 1946 is a full service electrical contractor, performing electrical work throughout the area. We cover a broad range of electrical services in the following areas:

1. Residential
2. Commercial
3. Industrial
4. Medium voltage distribution
5. Institutional
6. Instrumentation

Industrial I & E/Crescent performs work on the above disciplines on a routine daily basis. We do new installations as well as service and maintenance on existing installations. We have maintenance contracts with several major industrial facilities in the area, with crews of men provided in sizes from, two to fifty on a full time basis and are capable of staffing up quickly for major shutdowns. Although these jobs are "temporary" in nature, usually based on "30 day" contracts, we have been in some of these plants temporarily for 30 plus years.

Industrial I & E/Crescent assists in the engineering, planning and procurement of new projects for our customers in order to help keep those projects as cost effective as possible for our customers.

Industrial I & E/Crescent has bucket trucks and digger derrick trucks for pole line installation and maintenance. Industrial I & E/Crescent has supervisors on staff that can assist each customer.

The following are some examples of the scope of work covered on a daily basis by our employees including, but not limited to:

1. Overhead Distribution.
2. Underground distribution.
3. Installation of medium voltage and low voltage gear.
4. Installation of branch circuit panels, transformers, etc.
5. All types of branch circuit installations.
6. Installations of medium voltage and low voltage cabling.
7. All branch circuit wiring.
8. Branch circuit devices
9. Communication wiring.
10. Fire alarm system rough ins.
11. Closed circuit TV installation.
12. Programmable logic controls.
13. Fiber optic cable installation.
14. Emergency lighting systems.

CRESCENT

Since 1946

15. Grounding system.
16. Emergency generator and back up system.
17. Quality Work Specialized Employees

18. Air craft hanger.
19. Bulk pumping and storage facilities.
20. Oil refineries.
21. Chemical plants.
22. Manufacturing facilities.
23. Medical facilities.
24. Data and Cat. 5 cabling

Presently Industrial I & E/Crescent has Maintenance accounts with Equistar, Sterling Chemical, Calpine in Texas City, and provides electrical services to the surrounding Galveston County cities.

We can provide a list of references upon request.

Thank you

Clarence Broze Jr.
Operations Manager
409-935-2416

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: CBJ GROUP INC

Risk ID: 420054203

Rating Effective Date: 06/03/2010

Production Date: 03/05/2010

State: TEXAS

State	WT	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Excess Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.30	0	170,708	221,705	50,997	80,879	26,141	101,850	20,771
(A)	(B)	(C)	Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Excess Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.30			170,708	221,705	50,997	80,879	26,141	101,850	20,771
			Primary Losses	Stabilizing Value		Retainable Excess		Totals	
Actual	(I)		20,771	$C * (1 - A) + G$ 145,637		(A) * (F) 24,264	(J) 190,672		
Expected	(E)		50,997	$C * (1 - A) + G$ 145,637		(A) * (C) 51,212	(K) 247,846		
			ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors							(J) / (K) .77		

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CBJ

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: CBJ GROUP INC

Risk ID: 420054203

Rating Effective Date: 06/03/2010

Production Date: 03/05/2010

State: TEXAS

42-TEXAS

Firm ID:

Firm Name: CBJ GROUP INC

Carrier: 27243

Policy No. WC5191441573016

Eff Date: 06/03/2006

Exp Date: 06/03/2007

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	1.47	.23	4,909,013	72,162	16,597	87580775	4	F	11,861	5,000
8809	.12	.23	62,400	75	17	48095675	6	F	3,605	3,605
8810	.09	.24	168,075	151	36					
Policy Total:			5,139,488	Subject Premium:	251,647	Total Act Inc Losses:			15,466	

42-TEXAS

Firm ID:

Firm Name: CBJ GROUP INC

Carrier: 21814

Policy No. WC7191441573017

Eff Date: 06/03/2007

Exp Date: 06/03/2008

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	1.47	.23	5,062,402	74,417	17,116	88513875	4	F	20,004	5,000
8809	.12	.23	62,400	75	17	38299275	6	F	839	839
8810	.09	.24	228,169	205	49					
Policy Total:			5,352,971	Subject Premium:	247,031	Total Act Inc Losses:			20,843	

42-TEXAS

Firm ID:

Firm Name: CBJ GROUP INC

Carrier: 21814

Policy No. WC7191441573018

Eff Date: 06/03/2008

Exp Date: 06/03/2009

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190U	2.38	.23	499	12	3	29929175	4	O	64,014	5,000
5190	1.47	.23	5,055,678	74,318	17,093	NO. 2	6	*	1,327	1,327
8809	.12	.23	62,400	75	17					
8810	.09	.24	238,770	215	52					
Policy Total:			5,357,347	Subject Premium:	215,782	Total Act Inc Losses:			65,341	

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CB5

October 25, 2010

Crescent Electric jobs completed in the last five years of approximately the size and scope of the current bid (\$150K to \$500K).

UTMB Friendswood Clinic. Contract amount \$225,356. Owners representative R.L.H. Construction, Mr. Bobby Metz, (409) 740-6988.

Rosenberg Library. Contract amount \$223,960. Owner's representative Mr. John Augelli, (409) 763-8854.

Texas A&M. Contract amount \$184,365. Owner's representative Ms. Tammy Lobaugh, (409) 740-4404

Santa Fe ISD. Contract amount \$224,764. Owner's representative Mr. Joel Summerall (409) 925-3526 ext.295

St. Mary's Cathedral, Galveston. Contract amount \$386,574 Owner's Representative Mr. Joe Oppenheimer, Architect, (336)721-1711

City of Dickinson Fire Station. Contract amount. \$377,930, Owner's representative J. W. Kelso, Mr. John Kelso, (409)740-0266

USCG-Contract amount \$221,459 Owner's Representative Mr. Wayne Moore, (409) 766-5653

Wiess Elementary. Contract amount. \$226,287. Owner's Representative Mr. Paul Byers (409) 762-8181

Port of Galveston Cruise Terminal #1 Contract amount \$444,574. Owner's representative Mr. Bernie Curran (409) 766-6183

Hurricane Ike repairs to Pelican Island Bridge. Contract amount \$377,174 Owner's Representative Mr. Frank Incomprara (409) 762-3988

Repairs and rehabilitation of utilities and associated systems on North and South piers, Galveston, Texas. Contract amount \$211,219, Owners representative SMR Construction, Inc. Mr. Samar Basher, (972) 231-7272

Hurricane Ike Repairs to Pier D, Galveston, Texas. Contract amount \$1,446,000. Owner - Port of Galveston, P.O. Box 328, Galveston, Texas, 77553. The owner's representative is Mr. Pat Wade, (281) 468-3936.

Crescent Electric reference information from Governmental entities within Galveston County
County of Galveston –

Multiple maintenance and construction contracts totaling approximately \$1.2 Million.
Mr. Bruce Hughes, (409) 770-5371

Galveston County Navigation District Number 1 –

Multiple small and medium service plus major post-Ike repair, total approximately \$600,000. Mr. Frank Incomprara, (409) 762-3988

City of Texas City –

City hall fire suppression system and installation and maintenance of emergency community alarms, approximately \$300,000, Mr. Calvin Bremmer (409) 502-8893 Texas City maintenance Contract (3 years) \$126,000

College of the Mainland –

Maintenance and construction contracts, approximately \$550,000. Mr. Pete Early, (409) 938-1211 x 404

Texas A&M Galveston –

Maintenance and construction in excess of \$800,000. Ms. Tammy Lobaugh or Mr. David Lang, (409) 740-4553.

Galveston ISD –

Misc. small and medium jobs in excess of \$530,000. Mr. Paul Byers (409) 762-8181.
Buy Board Contract Rates

Galveston College –

Miscellaneous small jobs in area of \$57,000. Mr. Scott Pearse, (409) 763-6551.

Texas City ISD –

Miscellaneous small jobs, in area of \$33,000,

Santa Fe ISD –

Large and small maintenance and construction Projects Excess of \$300,000.00

Joel Summerall, 409-935-3526 ext. 295

Port of Texas City –

Miscellaneous, approximately \$110,000.00 Dennis Jennings 409-945-4461

La Marque ISD –

Miscellaneous, approximately \$250,000.00 Mr. Tambrella, 409-908-5058

City of La Marque –

Miscellaneous, approximately \$136,000 Eric Gage 409-938-9200

City of Galveston –

Miscellaneous, approximately \$68,000

Port of Galveston –

Major post-Ike repairs, approximately \$1,400,000, Mr. Pat Wade (281) 468-3936

Galveston Island State Park –

Miscellaneous small projects, approximately \$30,000.

US Coast Guard Base

Projects in excess of \$320,000.00, Mr. Wayne Moore 409-766-5653

CBJ Group, Inc
Comparative Consolidated Financial Statements
December 31, 2009 and December 31, 2008

To the Board of Directors
CBJ Group, Inc
La Marque, TX

We have reviewed the accompanying comparative consolidated balance sheet of CBJ Group, Inc (a corporation) and subsidiaries as of December 31, 2009 and December 31, 2008, and the related comparative consolidated statements of income, retained earnings and cash flows for the years then ended, and the accompanying supporting schedules, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of CBJ Group, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, with the exception of the matter described in the following paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

As disclosed in Note 1 to the financial statements, generally accepted accounting principles require that Bad Debt expense and its related Allowance for Doubtful Accounts be presented on a reserve basis consistent with a proper matching of bad debts to the period in which the credit decision was made. Management records bad debts by a direct write-off method as required by the Internal Revenue Code for its tax reporting. The effect of this departure from generally accepted accounting principles on financial position, results of operations, and cash flows has not been determined. Further, the company records its revenues on a Completed Contract method of accounting used for small contractors by the Internal Revenue Code. The effect of this departure from generally accepted accounting principles on financial position, results of operations, and cash flows has not been determined.

Our review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the accompanying Consolidation Worksheets for December 31, 2009 and December 31, 2008 is presented only for supplementary analysis purposes. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we are not aware of any material modifications that should be made thereto.

Hyman Company, LLP
August 23, 2010

CBJ Group, Inc
Comparative Consolidated Balance Sheet
December 31, 2009 and 2008

	2009	2008
ASSETS		
Current Assets		
Cash	\$ 1,628,375	\$ 605,243
Accounts Receivable	859,999	2,143,183
Employee Receivables	12,180	16,235
Jobs In Progress	88,253	87,710
Due from Shareholder	52,029	52,029
Prepaid Expenses	65,079	15,495
	<u>2,705,915</u>	<u>2,919,895</u>
Property and Equipment		
Equipment and Trucks	705,621	644,751
Computer Equipment	16,745	13,910
	<u>722,366</u>	<u>658,661</u>
Less: Accumulated Depreciation	<u>(501,570)</u>	<u>(427,997)</u>
	220,796	230,664
Other Assets		
Organizational Costs	2,602	2,602
Less: Accumulated Amortization	<u>(2,602)</u>	<u>(2,602)</u>
	-	-
TOTAL ASSETS	<u><u>\$ 2,926,711</u></u>	<u><u>\$ 3,150,559</u></u>

See Accountants' Review Report and Notes to Financial Statements

CBI Group, Inc
Comparative Balance Sheet
December 31, 2009 and 2008

	2009	2008
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current Liabilities		
Accounts Payable	\$ 327,881	\$ 98,914
Federal Income Tax Payable	-	121,791
Payroll Tax Payable	9,395	47,149
Sales Tax Payable	11,165	16,528
Employee Benefits Payable	113,822	224,506
Accrued Expenses Payable	66,851	53,487
Current Portion of Notes Payable	9,836	235,611
Deferred Income Tax Payable	15,700	27,600
	<u>554,650</u>	<u>825,586</u>
Long Term Liabilities		
Long Term Portion of Notes Payable	7,559	17,395
Deferred Income Tax Payable	57,200	51,300
	<u>64,759</u>	<u>68,695</u>
Stockholder's Equity		
Common Stock (100,000 shares authorized, 1,000 shares issued and outstanding, \$1 par value)	1,000	1,000
Retained Earnings	2,306,302	2,255,278
	<u>2,307,302</u>	<u>2,256,278</u>
TOTAL LIABILITIES & STOCKHOLDER'S EQUITY	<u><u>\$ 2,926,711</u></u>	<u><u>\$ 3,150,559</u></u>

See Accountants' Review Report and Notes to Financial Statements

CBJ Group, Inc
Comparative Consolidated Statement of Retained Earnings
For the Years Ended December 31, 2009 and 2008

	2009	2008
Retained Earnings, January 1, 2009	\$ 2,255,276	\$ 1,469,884
Net Income	450,725	810,394
Prior Period Adjustment	301	-
Dividends	<u>(400,000)</u>	<u>(25,000)</u>
Retained Earning, December 31, 2009	<u>\$ 2,306,302</u>	<u>\$ 2,255,278</u>

See Accountants' Review Report and Notes to Financial Statements

CBJ Group, Inc
Comparative Consolidated Statement of Income
For the Years Ended December 31, 2009 and 2008

	2009	2008
Construction Revenues, net of refunds	\$ 9,918,813	\$ 14,037,063
Cost of Good Sold		
Materials	2,575,706	3,343,640
Labor & Subcontractors	5,707,499	8,418,023
Automobile Expense	157,253	213,091
	<u>8,440,458</u>	<u>11,974,754</u>
Gross Profit	1,478,355	2,062,309
General and Administrative Expenses		
Advertising & Promotions	15,335	12,798
Bad Debt Expense	126,266	5,174
Contributions	2,150	7,225
Dues & Subscriptions	10,065	14,135
Depreciation Expense	73,573	105,763
Equipment Rental	74,637	94,966
Insurance	26,341	22,581
General Expenses	22,445	42,617
Key Man Insurance	3,310	4,158
Drug Screens & Medical	14,543	21,077
Operating Expenses	8,932	16,641
Office Expense	11,026	13,137
Professional Fees	8,833	11,052
Rent	33,872	30,404
Repairs & Maintenance	3,985	23,957
Salaries	275,187	379,185
Taxes	28,463	24,242
Travel & Entertainment	5,677	10,657
Telephone & Utilities	61,713	59,854
	<u>806,353</u>	<u>899,623</u>
Net Income from Operations	\$ 672,002	\$ 1,162,686

See Accountants' Review Report and Notes to Financial Statements

CBI Group, Inc
Comparative Consolidated Statement of Income
For the Years Ended December 31, 2009 and 2008

	2009	2008
Other Income (Expense)		
Other Income	\$ 29,414	\$ 13,964
Interest Income	4,850	5,512
Gain on Sale of Asset	-	(887)
Interest Expense	(12,909)	(2,044)
Penalties	(264)	(1,510)
	<u>21,091</u>	<u>15,035</u>
Net Income Before Income Taxes	693,093	1,177,721
Provision for Income Taxes		
Current Federal Income Tax	(248,368)	(366,853)
Deferred Income Tax	6,000	(474)
	<u>(242,368)</u>	<u>(367,327)</u>
Net Income	<u>\$ 450,725</u>	<u>\$ 810,394</u>

See Accountants' Review Report and Notes to Financial Statements

CBI Group, Inc
Comparative Consolidated Statement of Cash Flows
For the Years Ended December 31, 2009 and 2008

	2009	2008
Cash Flows Provided (Used) by Operating activities:		
Net Income	450,725	810,394
Adjustments to reconcile net income to net cash:		
Depreciation	73,573	105,763
(Gain) Loss on Sale of Asset	-	887
Prior period adjustment	301	-
Changes in assets and liabilities:		
Decrease (Increase) in Accounts Receivable	1,283,184	(1,051,380)
Decrease (Increase) in Employee Receivables	4,055	35,495
Decrease (Increase) in Jobs in Progress	(543)	(87,710)
Decrease (Increase) in Due from Shareholder	-	971
Decrease (Increase) in Prepaid Expenses	(49,584)	(11,900)
Increase (Decrease) in Accounts Payable	228,967	38,792
Increase (Decrease) in Payroll Taxes Payable	(37,754)	37,537
Increase (Decrease) in Sales Tax Payable	(5,363)	(31,696)
Increase (Decrease) in Employee Benefits Payable	(110,684)	36,541
Increase (Decrease) in Accrued Expenses Payable	13,364	53,487
Increase (Decrease) in Federal Income Tax Payable	(121,791)	(1,172)
Increase (Decrease) in Deferred Tax Payable	(6,000)	(5,536)
Net Cash Provided (Used) by Operating Activities	<u>1,722,450</u>	<u>(69,527)</u>
Cash Flows Provided (Used) by Investing Activities:		
Proceed from Sale of Asset	-	15,450
Purchase of Fixed Assets	(63,705)	(99,515)
Dividends Paid	(400,000)	(25,000)
Net Cash Provided (Used) by Investing Activities	<u>(463,705)</u>	<u>(109,065)</u>
Cash Flows Provided (Used) by Financing Activities		
Repayments to Notes Payable	(235,613)	99,305
Net Cash Provided (Used) by Financing Activities	<u>(235,613)</u>	<u>99,305</u>
Net Increase (Decrease) in Cash	1,023,132	(79,287)
Beginning Cash	<u>605,243</u>	<u>684,530</u>
Ending Cash	<u><u>1,628,375</u></u>	<u><u>605,243</u></u>
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the year for:		
Federal Income Tax	250,000	300,000
Texas Franchise Tax	19,865	28,342
Interest	12,909	2,044

See Accountants' Review Report and Notes to Financial Statements



11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713.450.1300
Fax 713.450.1385
www.ljaengineering.com

February 8, 2011

Mr. Eric Gage
City Manager
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Re: 2010 – 2011 Street Improvement Program
Project 1 (West La Marque)
LJA Project No. E019-0910
LJA Proposal Log # 11-0087

Dear Mr. Gage:

LJA Engineering and Surveying, Inc. is pleased to submit this contract assignment to our contract dated June 17, 2004 to provide engineering services to the City of La Marque. The City has determined to reconstruct numerous streets within the City. The street improvement program has been split into three distinct parts Project 1 – West La Marque, Project 2 – Central La Marque, and Project 3 – East La Marque) to expedite the construction process and provide the City with a more cost effective and timely completion of the program. The three projects were separated based upon geographical and approximate equal estimated construction cost. Simultaneous preparation of plans and specifications (preliminary and design engineering services), simultaneous bidding, and simultaneous construction will result in a quicker construction completion of the street program. Additionally, the simultaneous plan will reduce the overall costs associated with engineering fees and encourage more contractor participation through reduced construction cost for each project. Attached is an overview map of the City with the three project areas, a map of Project 1 (West La Marque), and a street listing with type improvement for the work to be performed within Project 1.

SCOPE OF SERVICES

The scope of services is defined as follows:

BASIC SERVICES

PRELIMINARY PHASE AND DESIGN PHASES

- a. Develop existing conditions, limitations and conditions, roadway geometrics, roadway and lane widths, and other factors not previously determined.
- b. Develop final extent of the improvements: including pavement replacement/reconstruction activities.

- c. Develop revised construction cost based upon conditions determined by actual field conditions combined with desired improvements.
- d. Prepare detailed drawings and specifications for the construction activities and provide two complete sets to the City for review and comment.
- e. Furnish copies of the construction drawings, where applicable, to state, county, and municipal agencies, pipeline companies, and utility companies, and obtain all necessary approvals.
- f. Prepare and deliver to the City detailed final estimate of probable construction cost, construction drawings and project specifications for final approval.

BIDDING PHASE

- a. Assist the City in preparation of advertisement.
- b. Assist the City in obtaining bids through plan distribution to contractor plan houses.
- c. Conduct prebid conference in conjunction with the City's representatives.
- d. Assist in the tabulation and analysis of bids, and furnish recommendations on the award of the construction contract.

CONSTRUCTION PHASE

- a. Conduct the preconstruction conference in conjunction with the City's representatives.
- b. Make periodic visits (not less than biweekly), as distinguished from the continuous services of a resident project representative, to the construction site. The purpose of the visits is to familiarize generally with the progress of the work, to determine in general the progress and quality of the work, and to determine if the work is proceeding in accordance with the contract documents. Make a written report of each site visit to the City regarding the progress and quality of the work and whether the work is progressing in accordance with the contract documents.

Mr. Eric Gage
City of La Marque
2010 – 2011 Street Improvement Program
Project 1 (West La Marque)
February 8, 2011
Page 3

- c. Consult with and advise the City during construction. Engineer will issue all instructions to the contractor requested by the City and prepare, sign and issue routine change orders for City approval.
- d. Review shop, laboratory and mill test of material and equipment and promptly report to City any deficiencies noted.
- e. Review shop and working drawings furnished by contractors and verify compliance with design concepts and specifications and with the information given by the contract documents.
- f. Generate monthly and final estimates for payments to the contractor.
- g. Compute and verify all in-place quantities of each bid item used in construction.
- h. Assist the City in any performance tests required by the specifications and the initial operation of the project.
- i. Participate in company with the City's representative in a final inspection of the project.

EXTRA SERVICES

PROJECT REPRESENTATIVE

The duties and responsibilities of the Project Representative (PR) are limited to those of ENGINEER in the Agreement with the CITY (OWNER) and in the Contract Documents, and are further limited and described as follows:

- a. General: PR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding PR's actions. PR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor. PR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. PR shall generally communicate with

OWNER with the knowledge of and under the direction of ENGINEER.

- b. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
- c. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- d. Liaison: Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations. Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
- e. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- f. Shop Drawings and Samples:
 - 1. Record date of receipt of Samples and approved Shop Drawings.
 - 2. Receive Samples furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - 3. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, which PR believes a submittal has not been approved by ENGINEER.
- g. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with PR's

recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

h. Review of Work and Rejection of Defective Work:

1. Conduct on-site inspections of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
2. Report to ENGINEER whenever PR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

i. Inspections, Tests, and System Start-ups:

1. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
2. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
3. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

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j. Records:

1. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
3. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
4. Maintain records for use in preparing Project documentation.
5. Upon completion of the Work, furnish original set of all PR Project documentation to ENGINEER.

k. Reports:

1. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
2. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

3. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
 4. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- l. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- m. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.
- n. Completion
1. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 2. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 3. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
 4. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

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MATERIAL TESTING

Obtain the services of a qualified materials testing laboratory to collect samples, provide laboratory testing and analysis of supplied materials to determine the compliance with applicable technical specifications.

BASIS OF COMPENSATION

LJA Engineering and Surveying, Inc. proposes the compensation for the construction projects (basic services) and extra services be based upon the amounts summarized below. The basic service for the project is subdivided into the typical engineering phases - preliminary and design, bidding, and construction. Compensation for these phases shall be billed as a percentage of the completeness of the task. No basic or extra service shall be performed without the written authorization by the City prior to performance.

PROJECT 1 (WEST LA MARQUE) (Estimated Construction Cost \$758,410.00)

BASIC SERVICES

<i>PRELIM. & DESIGN PHASE FEE</i>	=	\$ 10,000.00
<i>BIDDING PHASE FEE</i>	=	\$ 2,500.00
<i>CONSTRUCTION PHASE FEE</i>	=	\$ 4,000.00

EXTRA SERVICES

Extra Service item compensation would be as follows:

<u><i>Service</i></u>	<u><i>Basis of Compensation</i></u>	<u><i>Estimated Cost</i></u>
<i>PROJECT REPRESENTATIVE</i>	Direct labor cost times multiplier.	not to exceed \$21,500.00
<i>MATERIALS TESTING</i>	Invoice plus ten percent service charge.	not to exceed \$ 5,000.00

All hourly charges will be supported with copies of time sheets signed by the employee and his supervisor.

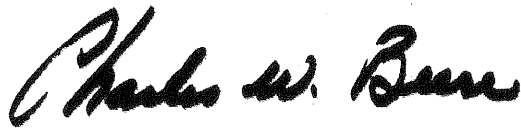
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SCHEDULE OF WORK

LJA Engineering and Surveying, Inc. is prepared to begin work as soon as authorized and proceed with the work in conjunction with the City's schedule.

LJA Engineering and Surveying, Inc. appreciates the opportunity to prepare this assignment letter for the City and continue our service to the City of La Marque. LJA Engineering and Surveying, Inc. hopes the information provided is satisfactory for your needs. Should you have any questions, please advise.

Very truly yours,



Charles W. Beere, P.E.
Senior Project Manager

ACCEPTED:

BY: _____
Eric Gage City Manager

DATE: _____

CITY OF LA MARQUE
2010-2011 STREET IMPROVEMENT PROGRAM
PROJECT 1 (West La Marque)
Street Listing

<u>Street Name</u>	<u>~ Length</u>	<u>Type Repair</u>
Campus Heights (North)	1,200	Overlay
Casey	1,300	Overlay
Clark	1,800	Overlay
Duroux Rd (South IH-45 to Main)	3,600	Seal Coat
Garrett St.	2,500	Overlay & Base
Harlton St. (North of Lawndale)	250	Overlay & Base
Harlton St. (Casey to Dead End)	500	Overlay & Base
Hutto	600	Overlay & Base
Lake Road (IH-45 – Woodland)	1,800	Overlay & Base
Lawndale (Fleming to Garrett)	1,400	Overlay & Base
Lawndale (Garrett to Delaney)	1,540	Overlay
Logan St.	650	Overlay
Mitchell St.	1,500	Overlay & Base
Newman Rd. (FM 1765 to IH-45)	1,900	Overlay
Over	300	Overlay
Partridge St.	1,800	Overlay & Base
Pine Circle	350	Overlay & Base
Strawn	1,200	Overlay & Base
Taft St.	250	Overlay
Volney Rd (500 ft gravel).	500	Overlay

STATE OF TEXAS §

COUNTY OF GALVESTON §

AN AGREEMENT
BETWEEN THE GALVESTON COUNTY FIRE FIGHTER'S ASSOCIATION
AND THE La MARQUE FIRE DEPARTMENT

WHEREAS the Galveston County Firefighter's Association, a Texas Corporation, hereinafter called "the Association", and the La Marque Fire Department, hereinafter called "the Department" desire to make this agreement, and,

WHEREAS the Association has entered into a contract with the County of Galveston to administer funds which the County has earmarked for the purchase of firefighting equipment for residents of the county that live outside municipalities within the county, pursuant to §352 of the Texas Local Government Code, and,

WHEREAS the Association wishes to further its goal of improving the education and training of firefighters within Galveston County, and,

WHEREAS the Department wishes to avail itself of the opportunities for training and equipment purchases.

THEREFORE the Association and the Department agree to the following terms.

1 - TERM OF AGREEMENT

- 1.1 This agreement shall be effective from June 1, 2011 through May 31, 2012.
- 1.2 The portions of this agreement which require reporting of activities shall remain in effect for a reasonable period after the term of this contract, to allow compilation of the necessary information.

2 - RESPONSIBILITIES OF THE ASSOCIATION

- 2.1 The Association shall administer the funds provided by the County as recited in the contract made effective October 1, 2010 between the Association and the Galveston County Commissioners' Court.
 - 2.2 The Association shall administer the capital improvement fund created by the above-noted contract. The Association will promulgate a policy and procedure for requests for grants from this capital improvement fund.
-

2.3 The Association shall provide to the Department classroom training seminars at no cost in fire protection techniques, "new member training" for new volunteer members, and Critical Incident Stress Debriefing services.

2.4 The Association shall make a cash distribution to the Department in the amount of Ten Thousand Dollars (\$10,000.00) upon the signing of this agreement. This cash distribution is limited to use for purchase of firefighting equipment pursuant to §352 of the Texas Local Government Code.

2.5 The Association will provide the Department with appropriate forms to comply with reporting requirements of this agreement.

3 - RESPONSIBILITIES OF THE DEPARTMENT

3.1 The Department will maintain adequate records to provide the Association with an annual report by April 1, 2012.

3.2 The Department will report to the Association in a format specified by the Association, a list of all equipment purchased with the (\$10,000.00) cash distribution.

3.3 The Department will complete an annual survey form provided by the Association.

3.4 The Department will provide an activity report to the Association which includes operating expenses, revenues and response data. This report shall be made in the format provided by the Association.

3.5 The Department shall meet the "Five Point Contract Requirements" that are attached to this agreement as Exhibit A.

4 - RELATIONSHIP BETWEEN THE PARTIES

4.1 It is agreed and understood between the parties that the Association shall have no right at any time to supervise, manage, direct or control the Department or its members in the performance of its services. The Department shall be solely responsible for the manner, means and methods by which it operates.

4.2 It is further agreed and understood between the parties that the acts of any agent, employee, volunteer, or member of the Department, or any person assisting the Department while fighting fires, traveling to and from calls for service, training, or in any manner providing fire protection services to citizens in the unincorporated areas of the county, may not be considered an agent of the Association or County in any respect.

4.3 The Association shall not be held liable for the acts of the Department, any of its agents, employees, volunteers, members, or any person assisting it at any time.

5 - MISCELLANEOUS ITEMS

5.1 This Agreement is not binding until it is executed by all parties to this Agreement.

5.2 This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.

5.3 Neither party shall have the right to transfer or assign his or her interest in this Agreement without the prior written consent of the other party. The parties agree that such consent shall not be unreasonably withheld.

5.4 The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

5.5 Use of the neuter or the singular to refer to the parties described in this Agreement shall be deemed a proper reference whether a party is an individual, partnership, corporation, association, trust, a group of two or more individuals, partnerships, or corporations, or a joint venture.

5.6 Any grammatical changes required to make the provisions of this Agreement applicable to corporations, associations, partnerships, trusts, individuals, or groups of individuals, and changes required to make the provisions apply to females as well as males shall, in all instances be assumed as though each case were fully expressed. The agreement may contain the wording "he or she" or "his or her". The use of such expressions shall allow the agreement too apply to the masculine or feminine gender as the individual circumstances may require.

5.7 If any word, phrase, clause, or paragraph, or other provision of this Agreement is adjudicated or otherwise found to be against public policy, void, or unenforceable, then those words or provisions shall be deleted or modified in keeping with the express intent of the parties as necessary to render this Agreement valid and enforceable. All such deletions or modifications shall be the minimum required to effect the foregoing and the intent of the parties to this Agreement.

5.8 By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

5.9 If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, partnership, or trust, that party represents to the other that this Agreement and the transactions contemplated in this Agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not

limited to, action on the part of the directors, officers and agents of the entity. Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this Agreement.

5.10 This Agreement shall become effective upon its execution by all of the parties. Thereafter, all obligations contained in this Agreement shall be conclusive and binding upon all of the parties. Accordingly, this Agreement shall no longer be considered executory as of the date that all parties have affixed their signatures to it.

5.11 It is the specific and express intent and the agreement of the parties that in the event one party should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, the offending party shall hold harmless and indemnify the other party from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the offending party's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event the same becomes necessary.

5.12 Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "force majeure." The term "force majeure," as used in this Agreement, shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence. In the event time limits are not met under this Agreement as a result of "force majeure," the parties agree to an extension of the time limit or deadline for the number of days for which the "force majeure" condition existed. After the "force majeure" condition has ended, the contract shall continue under the same operations and circumstances as existed prior to the "force majeure" event.

5.13 Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.
