

LA MARQUE CITY COUNCIL
LA MARQUE CITY COUNCIL CHAMBERS
1109-B BAYOU ROAD
LA MARQUE, TEXAS 77568
REGULAR MEETING
March 28, 2011
6:00 P.M.

- (1) **ROLL CALL –**
- (2) **INVOCATION –**
- (3) **PLEDGE –**
- (4) **PRESENTATION –**
 - a. National Public Health Week – Kurt Koopmann – Public Information Officer for the Health District
- (5) **APPROVAL OF MINUTES -**
 - a. Regular Meeting of March 14, 2011
- (6) **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
- (7) **FIRST READING OF ORDINANCES – (A Public Hearing Will Be Held)**
 - a. **Ordinance Number 1045** – An Ordinance of the City Council of the City of La Marque, Changing the Zoning Clarification of a Tract of land containing Lots 31 & 32 of Westridge, a Subdivision of Record in Vol. 254-A, Page 68 in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to Mobile Home Park; Amending The Zoning Map of the City adopted on the 12th day of December 2005 by Ordinance Number 953.
 - b. **Ordinance Number 1046** – An Ordinance of the City Council of the City of La Marque, Changing the Zoning Clarification of, a tract of land described as described as Lots Four (4), Five (5), and Six (6), in Division "T" of Cook and Stewart Subdivision a Subdivision of Galveston County, Texas according to the map or plat thereof recorded in Volume 81, Page 526 in the office of the County Clerk of Galveston County, Texas Records La Marque, Galveston County, Texas, from Single Family to General Commercial; Amending The Zoning Map of the City adopted on the 12th Day of December 2005 by Ordinance Number 953.
 - c. **Ordinance Number 1047** – An Ordinance of the City Council of the City of La Marque, Changing the Zoning Clarification of, a tract of land described as Lot 42 OF Mainland Homesteads, a Subdivision in Galveston County, Texas, According to the Map or Plat thereof recorded in Volume 254-A, Page 50 and transferred to Plat Record 2, Map No. 30, all in the Map Records in the Office of the County Clerk of Galveston County, Texas Records, La Marque, Galveston County, Texas, from Single Family to General Commercial; Amending The Zoning Map of the City adopted on the 12th Day of December 2005 by Ordinance Number 953.
 - d. **Ordinance Number 1048** – An Ordinance of the City Council of the City La Marque, Changing the Zoning Clarification of, a tract of land described as 2.93 acres out of the surface only of a tract of Five (5) acres out of S.F. Austin League No. 4, in Galveston County, Texas, said 2.93 acres being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes recorded in the Office of the County Clerk of Galveston County, Texas Records, La Marque, Galveston County, Texas, from Single Family to General Commercial; Amending The Zoning Map of the City adopted on the 12th Day of December 2005 by Ordinance Number 953.

- e. **Ordinance Number 1049** – An Ordinance of the City Council of the City of La Marque repealing Ordinance 1032, an Ordinance amending Article II, City Departments, of the Code of Ordinances, City of La Marque, Texas, by adding a new section creating the Office of Public Safety Director.

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

- a. **Ordinance Number 1041** – An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing 0.882 acres of surface only of all that part of block fifty (50), Subdivision “K” of the Cook & Stewart Subdivision out of the John D Moore League, a Subdivision in Galveston County, Texas, lying on the east side of the G.H. & H. railroad right-of-way, according to the map or plat T hereof recorded in Volume 81, page 256, in the Office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance Number 953.
- b. **Ordinance Number 1042** - An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing 1.0080 acres tract of land, being part of Block 4; Highland City, now known as La Marque, on the south side of the GH & HR R, in Galveston County, Texas, according to the map thereof recorded in Volume 68, page 543, in the Office of the County Clerk of Galveston, Texas, from Light Industrial to Restricted Commercial; Amending the Zoning Map of the City adopted on the 12th day of December 2005 by Ordinance Number 953.
- c. **Ordinance Number 1043** - An Ordinance Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing 1.004 acres of land out of ABST 150 JD Moore SUR PT of Lot 4 (44) Highland City, La Marque, Galveston County, Texas, according to the plat recorded in Volume 1639 Page 563 of the records of Galveston County, Texas from Light Industrial to Restricted Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance Number 953.
- d. **Ordinance Number 1044** - An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning and classification of a tract of land containing 1.666 acres of land out of Lot 43 in Mainland Homesteads a subdivision of La Marque, Galveston County, Texas, according to the plat recorded in Volume 254-A, page 50 of the records of Galveston County, Texas, from Single Family Residential to General Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance 953.

(9) NEW BUSINESS –

- a. Consider, Discuss and Approve Financing of Fire Truck with Municipal Funding Solutions LLC.
- b. Consider and Discuss the hiring Professor Robert Stein, Consultant, to determine need for redistricting as a result of the 2010 Census.
- c. Consider, Discuss and Approve the Fee Reduction Amendment to Interlocal Tax Collection Agreement between Galveston County and the City of La Marque, creating a reduction from \$0.32 to \$0.27 beginning in the 2011 tax year.
- d. Consider, Discuss and Appoint City Manager Eric Gage as the authorized signatory for the Disaster Recovery Planning & Development application to the CDBG 2008 Supplemental Disaster Recovery Program for Round 2 Phase 1 Funds.
- e. Consider and Discuss photographs of former City of La Marque Mayors displayed on the wall in the Council Chambers.
- f. Consider, Discuss and Accept resignation of Mark A. Salinas from the Charter Review Committee.

(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 –**

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 **25th** day of **March, 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: March 23, 2011

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

(1) ROLL CALL –

(2) INVOCATION –

(3) PLEDGE –

(4) PRESENTATION –

- a. National Public Health Week – Kurt Koopmann – Public Information Officer for the Health District **(Page 1)**

(5) APPROVAL OF MINUTES -

- a. Regular Meeting of March 14, 2011 **(Pages 2 - 6)**

(6) REPORT FROM CITY MANAGER – (Pages 7 - 108)

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

(7) FIRST READING OF ORDINANCES – (A Public Hearing Will Be Held) (Pages 109 – 155)

- a. **Ordinance Number 1045** – An Ordinance of the City Council of the City of La Marque, Changing the Zoning Clarification of a Tract of land containing Lots 31 & 32 of Westridge, a Subdivision of Record in Vol. 254-A, Page 68 in the office of the County Clerk of Galveston County, Texas, from Single Family Residential to Mobile Home Park; Amending The Zoning Map of the City adopted on the 12th day of December 2005 by Ordinance Number 953.

This property located at 118 Industrial owned by Clent Brown since October of 1965 has operated as a mobile home park since December of 1973. The property was zones as Single Family Residential in December of 2005, but has remained in operation as a Mobile Home Park. This rezoning application was heard and approved by the Planning and Zoning Commission on February 11th, 2010 and the motion to rezone was passed unanimously.

- b. **Ordinance Number 1046** – An Ordinance of the City Council of the City of La Marque, Changing the Zoning Clarification of, a tract of land described as described as Lots Four (4), Five (5), and Six (6), in Division "T" of Cook and Stewart Subdivision a Subdivision of Galveston County, Texas according to the map or plat thereof recorded in Volume 81, Page 526 in the office of the County Clerk of Galveston County, Texas Records La Marque, Galveston County, Texas, from Single Family to General Commercial; Amending The Zoning Map of the City adopted on the 12th Day of December 2005 by Ordinance Number 953.

The property located at 2351 Maxwell is seeking rezoning from Single Family Residential to General Commercial. The intent of the developer is to build a Recreational Vehicle Park on the property. The plans for the RV park have been submitted to the Inspections Department and Phase 1 of the project is in compliance with City codes. The Planning and Zoning Committee evaluated the request and approved in on February 24th, 2011.

- c. **Ordinance Number 1047** – An Ordinance of the City Council of the City of La Marque, Changing the Zoning Clarification of, a tract of land described as Lot 42 OF Mainland Homesteads, a Subdivision in Galveston County, Texas, According to the Map or Plat thereof recorded in Volume 254-A, Page 50 and transferred to Plat Record 2, Map No. 30, all in the Map Records in the Office of the County Clerk of Galveston County, Texas Records, La Marque, Galveston County, Texas, from Single Family to General Commercial; Amending The Zoning Map of the City adopted on the 12th Day of December 2005 by Ordinance Number 953.

The property located at 4093 FM 1765 is seeking rezoning from Single Family Residential to General Commercial. This property has operated as a bus company since 2006, and prior to that ACE Trucking Company operated out of that location. The purpose of the rezoning is to continue to develop this tract of land and establish an additional business on the property. The Planning and Zoning Committee evaluated the request and approved it on February 24, 2011.

- d. **Ordinance Number 1048** – An Ordinance of the City Council of the City La Marque, Changing the Zoning Clarification of, a tract of land described as 2.93 acres out of the surface only of a tract of Five (5) acres out of S.F. Austin League No. 4, in Galveston County, Texas, said 2.93 acres being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes recorded in the Office of the County Clerk of Galveston County, Texas Records, La Marque, Galveston County, Texas, from Single Family to General Commercial; Amending The Zoning Map of the City adopted on the 12th Day of December 2005 by Ordinance Number 953.

The property located at 810 Westward is seeking rezoning from Single Family Residential to General Commercial. This property has operated as multiple commercial businesses and most recently as a daycare since 2003. The purpose of the rezoning is to continue operating a daycare in this location. The Planning and Zoning Committee evaluated the request and approved it on February 24, 2011.

- e. **Ordinance Number 1049** – An Ordinance of the City Council of the City of La Marque repealing Ordinance 1032, an Ordinance amending Article II, City Departments, of the Code of Ordinances, City of La Marque, Texas, by adding a new section creating the Office of Public Safety Director.

(8) SECOND READING OF ORDINANCES – (A Public Hearing Will Be Held) (Pages 156 - 192)

- a. **Ordinance Number 1041** – An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing 0.882 acres of surface only of all that part of block fifty (50), Subdivision "K" of the Cook & Stewart Subdivision out of the John D Moore League, a Subdivision in Galveston County, Texas, lying on the east side of the G.H. & H. railroad right-of-way, according to the map or plat T hereof recorded in Volume 81, page 256, in the Office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance Number 953.

The property located at 2001 Oak Street was purchased by Land and Sea to accommodate their expansion. They intend to demolish the existing house on the property, maintain the garage as storage and create parking conveniently located in the proximity of their established business. This rezoning application was heard and approved by the Planning and Zoning Commission on January 13, 2011, and the motion to rezone was passed unanimously.

- b. **Ordinance Number 1042** - An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing

1.0080 acres tract of land, being part of Block 4; Highland City, now known as La Marque, on the south side of the GH & HR R, in Galveston County, Texas, according to the map thereof recorded in Volume 68, page 543, in the Office of the County Clerk of Galveston, Texas, from Light Industrial to Restricted Commercial; Amending the Zoning Map of the City adopted on the 12th day of December 2005 by Ordinance Number 953.

The property located at 3010 Gulf Freeway once owned by the Coast Guard located on the adjacent lot. At that time the Zoning designation of "Public" suited the property well. At this time the representative of the property, Tom Vaught, indicated that his intentions for the property are to possibly allow a billboard on it. However, in the future he intends to use it as a commercial property due to the Gulf Freeway frontage. The rezoning application was heard and approved by the Planning and Zoning Commission on November 11th, 2010 and the motion to rezone was passed unanimously.

- c. **Ordinance Number 1043** - An Ordinance Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing 1.004 acres of land out of ABST 150 JD Moore SUR PT of Lot 4 (44) Highland City, La Marque, Galveston County, Texas, according to the plat recorded in Volume 1639 Page 563 of the records of Galveston County, Texas from Light Industrial to Restricted Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance Number 953.

The property located at 600 Hwy 3 has been used as several businesses prior to zoning. It has been a daycare center. This rezoning application was heard and approved by the Planning and Zoning Commission on November 11th, 2010, and the motion to rezone was passed unanimously.

- d. **Ordinance Number 1044** - An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning and classification of a tract of land containing 1.666 acres of land out of Lot 43 in Mainland Homesteads a subdivision of La Marque, Galveston County, Texas, according to the plat recorded in Volume 254-A, page 50 of the records of Galveston County, Texas, from Single Family Residential to General Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance 953.

The property located at 4911 FM 1765 was re-platted at our previous meeting to ensure that the residential character of Lawndale Street remains intact. This property was used as an auto shop known as Lee Roy's garage prior to zoning. This rezoning application was heard and approved by the Planning and Zoning Commission on November 11, 2011, at which time it was denied because of the effects on Lawndale on January 13, 2011 it was brought back following a re-plat that eliminated the property line at Lawndale Street and at that point the motion to rezone was passed unanimously.

(9) NEW BUSINESS – (Pages 193 - 216)

- a. Consider, Discuss and Approve Financing of Fire Truck with Municipal Funding Solutions LLC.

Staff has submitted request for financing options to several banking institutions. Municipal Funding Solutions, LLC has offered a five year lease purchase option with an interest of 3.85% payable annually at \$98,455.45 with first payment being made on February 1, 2012. Staff recommends approval.

- b. Consider and Discuss the hiring of Professor Robert Stein, Consultant, to determine need for redistricting as a result of the 2010 Census.

Professor Robert Stein and John Alford of Rice University will be present to address any of Council's questions or concerns. Staff recommends approval.

- c. Consider, Discuss and Approve the Fee Reduction Amendment to Interlocal Tax Collection Agreement between Galveston County and the City of La Marque, creating a reduction from \$0.32 to \$0.27 beginning in the 2011 tax year.

This is the Fee Reduction Amendment to Interlocal Tax Collection Agreement between the City of La Marque and Galveston County Tax Assessor and Collector. The reduces the per parcel fee from \$.32 to \$.27. Staff recommends approval.

- d. Consider, Discuss and Appoint City Manager Eric Gage as the authorized signatory for the Disaster Recovery Planning & Development application to the CDBG 2008 Supplemental Disaster Recover Program for Round 2 Phase 1 Funds.

This item is to appoint a representative as authorized signatures for the Disaster Recovery Planning & Development application to eh CDBG 2008 Supplemental Disaster Recovery Program for Round 2, Phase 1 Grant Funds. Staff recommends approval.

- e. Consider and Discuss photographs of former City of La Marque Mayors displayed on the wall in the Council Chambers.

This item is place on the agenda by City Manager Eric Gage in response to Mayor Geraldine Sam's concern during a press conference recently that her photo is not on the wall in the City Council Chambers. The City Manager would like clarification and direction from the City Council Members or their wishes. Staff would like direction on this matter.

- f. Consider, Discuss and Accept resignation of Mark A. Salinas from the Charter Review Committee.

Mark A. Salinas appointed by Mayor Pro-Tem Keith Bell has turned in his resignation to the Charter Review Committee. Once the City Council is at full strength, then all Boards and Commissions that need members will be brought to City Council for consideration. 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 –

**Office of the Mayor
for the City of La Marque**

PROCLAMATION

“National Public Health Week”

Whereas, the **Galveston County Health District** will be observing “**National Public Health Week**” the week of April 4-10, 2011, in an effort to inform all citizens of the many public services provided by the **Galveston County Health District** and how they can help or serve the citizens of Galveston County and cities; and

Whereas, the Health District urges all citizens to engage in healthy lifestyles through exercising, eating properly and striving for a healthy community; and

Whereas, the Health District regularly promotes health information critical to the total wellness of all residents, which will empower them to take responsibility for their health and wellbeing; and

Whereas, the Health District collaborates with others in the Galveston County Community to meet the public health needs of all our citizens; and

Whereas, the Health District Operates environmental programs which work to insure the safety of our food, water, and air in Galveston county; and

Whereas, the Health District conducts annual immunization drives for Back-to-School, National Infant Immunization Month and seasonal flu with a goal of eliminating preventable illnesses among children and adults; and

Whereas, the Health District operates the 4Cs clinics which provide high quality primary and preventive health care for all residents of Galveston County including the medically-underserved; and

Whereas, the Health District is improving public health preparedness to deal with naturally-occurring and intentional disease outbreaks by educating residents and recruiting volunteers to assist in mass dispensing clinics; and

Whereas, the Health District provides timely, competent emergency medical services through the operations of the Galveston Area Ambulance Authority; and

Whereas, Health District disease investigators track and evaluate reportable diseases to identify outbreaks and quickly reduce the spread of infectious diseases

Now, Therefore, Be it Resolved that the **City of La Marque**, does hereby proclaim the week of April 4-10, 2011, as “**National Public Health Week**” and urges all citizens to observe this week by helping families, friends, neighbors, co-workers and leaders understand the importance of wellness and community health in Galveston County and cities.

Mayor Geraldine Sam – City of La Marque

LA MARQUE CITY COUNCIL
LA MARQUE CITY COUNCIL CHAMBERS
 1109-B BAYOU ROAD
 LA MARQUE, TEXAS 77568
REGULAR MEETING
March 14, 2011
6:00 P.M.

The La Marque City Council met in a duly-called and announced Regular Meeting on March 14, 2011. Mayor Sam called the meeting to order at 6:00 p.m. The invocation was given by Pastor Bobby Hocking. The Mayor led the pledge to the U.S. Flag and Texas Flag.

017-2011 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

Department Directors: Police-Chief Randall Aragon, Buildings-Ana Tims, Finance-Karen Cooper, Public Works-Nathan Epperson and Cyndi Efird-Public Works and Interim Fire Chief-Larry Damrell

018-2011 PRESENTATION –

World Water Day – Mayor Sam presented the proclamation declaring March 22, 2011 as World Water Day. Nathan Epperson and Cyndi Efird presented City Council with official World Water Day T-shirts. Mr. Gage stated that all City of La Marque staff will be allowed to wear their jeans and World Water Day at City Hall.

Fire Apparatus Selection Committee – Mr. Gage introduced Capt. Jason Schaffer, Engineer Steve Manis, Engineer John Brasher of the Fire Apparatus Selection Committee. He stated he is very proud of the work that the team has done and what they have accomplished. The team has traveled to Appleton, Wisconsin to tour the Pierce facility and Baton Rouge to tour the Ferrar site. Capt. Schaffer presented an overview to City Council of the research regarding the new fire apparatus, comparing line item by line item pros and cons of each piece of equipment. Capt. Schaffer and his team recommend to City Council the Pierce Ultimate Configuration. At the conclusion of Capt. Schaffer's presentation, Council asked for clarification on various differences in the specs between the two pieces of equipment. Capt. Schaffer addressed Mayor Pro-Tem Bell's concerns regarding maintenance on the two different pieces of equipment. Mayor Sam asked about the warranty. Capt. Schaffer introduced James Campbell of the Pierce facility.

019-2011 APPROVAL OF MINUTES -

Regular Meeting of February 28, 2011

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

020-2011 REPORT FROM CITY MANAGER –

Council Member Trube made a motion to approve the City Manager's report. Mayor Pro-Tem Bell seconded the motion. During discussion of the City Manager's report, Mayor Sam expressed concerns about the drainage problem after the recent heavy rainstorm. Mr. Gage stated that it was an extremely heavy rainfall, but that the City is addressing those issues and concerns. Mayor Sam also asked about the break-ins on McArthur. Mayor Pro-Tem Bell addressed the Family Literacy program being placed on hold. Mr. Gage clarified Mayor Pro-Tem Bell's concerns about the Lone Star grant funds. Mr. Gage introduced Interim Fire Chief Larry Damrell. The Mayor called for the vote and the motion passed unanimously.

021-2011 FIRST READING OF ORDINANCES - (A Public Hearing Will Be Held)

- **Ordinance Number 1041 – An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing 0.882 acres of surface only of all that part of block fifty (50), Subdivision “K” of the Cook & Stewart Subdivision out of the John D Moore League, a Subdivision in Galveston County, Texas, lying on the east side of the G.H. & H. railroad right-of-way, according to the map or plat thereof recorded in Volume 81, page 256, in the Office of the County Clerk of Galveston County, Texas, from Single Family Residential to General Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance Number 953.**

Mayor Sam closed the regular meeting at 6:20 pm and opened the Public Hearing at 6:20 pm. Mayor Sam asked for comments from the public.

Mayor Pro-Tem Bell made a motion to approve the first reading of Ordinance Number 1041. The motion was seconded by Council Member Connie Trube. The Mayor called for a vote and the motion passed unanimously.

The regular meeting of City Council was re-opened at 6:23 p.m.

- **Ordinance Number 1042 - An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing 1.0080 acres tract of land, being part of Block 4; Highland City, now known as La Marque, on the south side of the GH & HR R, in Galveston County, Texas, according to the map thereof recorded in Volume 68, page 543, in the Office of the County Clerk of Galveston, Texas, from Light Industrial to Restricted Commercial; Amending the Zoning Map of the City adopted on the 12th day of December 2005 by Ordinance Number 953.**

Mayor Sam closed the regular meeting at 6:24 pm and opened the Public Hearing at 6:24 pm. Mayor Sam asked for comments from the public.

Council Member Connie Trube made a motion to approve the first reading of Ordinance Number 1042. Mayor Pro-Tem Bell seconded the motion. The Mayor called for a vote and the motion passed unanimously.

- The regular meeting of City Council was re-opened at 6:25 p.m.

- **Ordinance Number 1043 - An Ordinance Council of the City of La Marque, Texas, changing the zoning classification of a tract of land containing 1.004 acres of land out of ABST 150 JD Moore SUR PT of Lot 4 (44) Highland City, La Marque, Galveston County, Texas, according to the plat recorded in Volume 1639 Page 563 of the records of Galveston County, Texas from Light Industrial to Restricted Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance Number 953.**

Mayor Sam closed the regular meeting at 6:26 pm and opened the Public Hearing at 6:27 pm. Mayor Sam asked for comments from the public.

Council Member Connie Trube made a motion to approve the first reading of Ordinance Number 1043. Mayor Pro-Tem Bell seconded the motion. Mayor Pro-Tem asked Ms. Tims for a clarification of the term restricted commercial. After Ms. Tims clarified the term, Mayor Pro-Tem Bell asked Mr. Ortego if it would be a conflict of interest for his vote on this item. Mr. Ortego stated that it would not be a conflict. The Mayor called for a vote and the motion passed unanimously.

The regular meeting of City Council was re-opened at 6:27 p.m.

Ordinance Number 1044 - An Ordinance of the City Council of the City of La Marque, Texas, changing the zoning and classification of a tract of land containing 1.666 acres of land out of Lot 43 in Mainland Homesteads a subdivision of La Marque, Galveston County, Texas, according to the plat recorded in Volume 254-A, page 50 of the records of Galveston County, Texas, from Single Family Residential to General Commercial; amending the zoning map of the City adopted the 12th day of December 2005 by Ordinance 953.

Mayor Sam closed the regular meeting at 6:30 pm and opened the Public Hearing at 6:30 pm. Mayor Sam asked for comments from the public.

Council Member Connie Trube made a motion to approve the first reading of Ordinance Number 1044. Mayor Pro-Tem Bell seconded the motion. The Mayor called for a vote and the motion passed unanimously.

The regular meeting of City Council was re-opened at 6:30 p.m.

022-2011

NEW BUSINESS

Consider, Discuss and Approve the Purchase and Financing of a Fire Apparatus.

Mr. Gage asked that the Mayor open for discussion the three items concerning the Fire Apparatus at one time. The Mayor read all three agenda items and called for a motion on Items A, B and C. Mayor Pro-Tem Bell made a motion to approve Items A, B and C under New Business. Council Member Trube seconded the motion. Mayor Pro-Tem Bell clarified the newspaper article that appeared in the Galveston Daily News this morning. The Mayor asked him to stay on point. Mayor Pro-Tem Bell asked that he be allowed to continue his explanation of his points. He thanked all of those who worked on the purchase of the fire truck. Council Member Trube stated that she is also impressed with the work that has been done by the Committee. Mayor Sam asked Mr. Gage for clarification on the trade-in. Mr. Gage clarified the terms of the financing and stated that the financed amount will be \$440,000. Mayor Pro-Tem Bell asked Mr. Ortego about his concerns about appraisals. Mr. Ortego asked for a clarification regarding how the terms of the lease would be written. Ms. Cooper stated that it is a lease-purchase. Mr. Ortego stated that the purchase could be tentatively approved, subject to his review of the lease-purchase agreement with the non-appropriation clause. The Mayor asked Ms. Cooper to clarify the methods and options of the lease-purchase agreement. The Mayor expressed her concern over the approval of the finance agreement. Mayor Pro-Tem Bell withdrew his original motion and Council Member Trube's second to the motion. The Mayor called for a restating of the motion. Mayor Pro-Tem Bell made a motion to approve the purchase and financing of a Fire Apparatus from Pierce in the amount of \$444,000 with the trade-in value of \$3,000 each of the currently-owned 1986 and 1976 Fire Apparatuses and that the financing be a lease-purchase option for five annual payments with Government Capital subject to the tentative approval of the non-appropriation document by Mr. Ortego and City Council at a later date. Council Member Trube seconded the motion. The motion passed unanimously.

Consider, Discuss and Approve the Trade-In of the 1986 Fire Apparatus with VIN #1FDYD8OU3GVA42681 in the Amount of \$3,000.

See Item A above.

Consider, Discuss and Approve the Trade-In of the 1976 Fire Apparatus With VIN#: C9OLVC42758 in the Amount of \$3,000.

See Item A above.

Consider, Discuss and Approve Resolution 1152 - a Resolution finding that the settlement agreement regarding CenterPoint Energy Entex's (CenterPoint's" or "Company's") cost of Service Adjustment ("COSA") filing; within the City should be approved; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of the resolution to the Company and Legal Counsel.

Mayor Pro-Tem Bell made a motion to approve Resolution 1152. Council Member Trube seconded the motion. The motion passed unanimously.

Consider, Discuss and Approve waiving all permit fees as well as water and tap fee normally imposed for construction at the residence to be located at 606 Hollingsworth.

Mayor Pro-Tem Bell made a motion to approve waiving the fees. Council Member Trube seconded the motion. The Mayor asked if anyone from Helping Heroes was present. The Council and the audience applauded Staff Sgt. Vaught's service to our Country. The motion passed unanimously.

Consider, Discuss and Approve the abandonment of an easement described at 20 foot of waterway adjacent to Lot 62 and Lot 42 within the Grebb Edition South of IH 45 and North of FM 1765.

Mayor Pro-Tem Bell made a motion to approve the abandonment as described with the abandonment of \$12,500. Mayor Sam asked for clarification of the \$500. Council Member Trube seconded the motion. Mr. Gage clarified the agenda item. Mayor Pro-Tem Bell added that he had visited the site with Mr. Osteen and Ms. Phillips for clarification on this agenda item. Council Member Trube asked that all utilities had been contacted. Ms. Tims addressed that all utilities had been contacted. Mayor Pro-Tem Bell asked Ms. Tims to address the issue of drainage at this location. Ms. Tims stated that the developer would absorb the cost of the retention. There being no further discussion, the motion passed unanimously.

023-2011

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.)

None.

024-2011

ANNOUNCEMENTS, COMMENTS AND REQUESTS FROM COUNCIL –

Councilmember Trube thanked all of the City department heads for being in attendance. She also thanked the patrol officers for their assistance on Main Street regarding the tanker trucks. Mayor Pro-Tem Bell thanked all of the City staff for their diligence and commitment

to their jobs during the last several months. Mayor Sam also thanked everyone for their attendance at the meeting.

Council Member Trube thanked everyone for their attendance. Mayor Pro-Tem Bell expressed his pride in the Fire Department. He commended Mr. Gage for his work with the Fire Department. He also thanked the Council for the open discussion and means of agreement. Mayor Sam thanked all in attendance. She congratulated the La Marque Basketball Team for going to State championships.

025-2011 ADJOURNMENT –

Councilmember Trube made a motion to adjourn the meeting. She asked that all pray for Japan and the City of La Marque and all of Galveston County. There being no further business to come before the Council, Council Member made a motion to adjourn, seconded by Mayor Pro-Tem Bell.

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: March 28, 2011

SUBJECT: City Manager's Report; March 10 – March 24, 2011

Please see individual departmental reports attached:

Out Of Office:

April 14, 2011 for personal reasons.

Fire:

A new program has been rolled out to assist fire personnel when entering to the elderly homes called, "My Life". This program is designed for our senior citizens who may have health conditions. The program will have all the medical history and request of the patient in a bag which will be placed on the refrigerator in their kitchen. When and/if medical personnel arrives, then they will first look at the refrigerator to see if they are participants of the program. We would like to thank Wal-Mart Superstore for their participation in helping get this program started.

We will also be rolling out a new program for the kids in the coming weeks. With a two week notice prior to the event, parents will be able to request the police and fire department to arrive at their children's birthday party. The kids will be able to see the fire and police apparatus' and try on equipment/gear. Prior to the birthday party, the captain that day will go out and assess the area to ensure clearance and safety for the vehicle to park at their home. If not, then the departments will stage the vehicles at the nearest city park to their home. This is another great opportunity to get into the community and meet the citizens we serve. Special thanks to both Chief Aragon and Interim-Chief Damrell for creating this program.

Public Works/Streets:

You will find the lights at Cedar and Bayou are now operating as of Tuesday, March 22, 2011. Hopefully traffic will begin getting acclimated to the new system.

We are looking at making adjustments to the Lake/Cedar intersection as the timing of the turn signals are not corresponding with the light causing traffic to back up. We are going to be looking at the most safe way to reduce this issue.

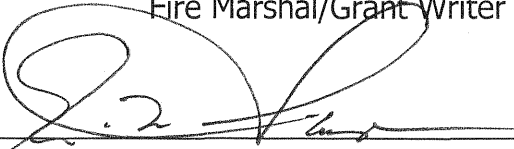
Library:

I am proud to announce the hiring of Cynthia Hart as the Library Director. She brings a wealth of knowledge and experience in the public library system. I believe she will renew our library and bring it to life as it is much needed. I look forward to working with her in this new capacity.

Personnel:

Open Positions:

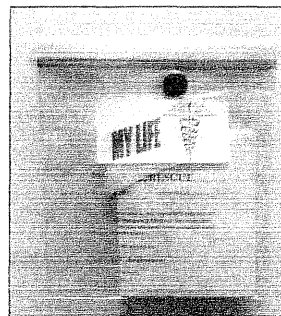
Parks Maintenance Leader
Mechanic III
Chief of Fire
Fire Fighter/Paramedic – 1positions
Human Resource Manager
Fire Marshal/Grant Writer


Eric W. Gage,
City Manager

LA MARQUE FIRE/RESCUE



The "MY LIFE" project is a new program designed with senior citizens in mind. This project is a way for the La Marque Fire/ Rescue staff to meet the senior citizens of our city and continue the communication under during the most tragic of circumstances. This system is very simple and yet full of importance information.



The way MY LIFE works:

1. Resident will receive a MY LIFE packet. It is a plastic bag with instructions, paperwork and a magnet inside.
2. Resident will fill out the paperwork that has personal information such as name, date of birth, and emergency contacts.
3. On the reverse side of the paper the resident will provide medical information they want emergency responders to know in the event of a medical emergency.
4. Resident places the information with any other information such as Pre-Hospital DO NOT RESUSITATE ORDERS, or DURABLE POWER of ATTORNEY for HEALTH CARE inside the plastic bag and close it up.
5. Just hang the bag on your freezer door in the kitchen and we will know where to find it.

The information supplied by using this system will ease the stress of the situation by not having to answer a lot of questions; it will also allow Emergency Medical Services and First Responders more rapid treatment of their patient. One of the best parts of this program is that it has no cost to the citizens. The cost incurred for this program is \$0.05 per unit and that is a very small fee when seconds count. The staff here at La Marque Fire/ Rescue would like to start this system in two facilities in the city, and once the 90 day trial period is over we plan to launch it city wide. The La Marque Wal-Mart was generous enough to donate towards the cost of getting this program started, and I would like to give them a personal thank you for all of their help.

Steve Manis
Engineer
La Marque Fire/ Rescue

1111 Bayou Road, La Marque, Texas 77568
Phone: 409-938-9260 FAX: 409-935-1113

EQUIPMENT LEASE PURCHASE AGREEMENT

By and between

**Municipal Funding Solutions, LLC
as Lessor**

and

City of LaMarque, Texas

Dated as of March 28, 2011

EQUIPMENT LEASE PURCHASE AGREEMENT

This EQUIPMENT LEASE PURCHASE AGREEMENT (the "Agreement"), dated as of March 28, 2011 and entered into between Municipal Funding Solutions, LLC, 7035 Veterans Blvd., Burr Ridge, IL 60527 and City of La Marque, Texas, 1111 Bayou Rd., La Marque, Texas 77568 (Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A," to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement; and WHEREAS, Lessee is authorized under the Constitution and laws of the State of Texas to enter into this agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title, and interest in, to and under this Agreement and the Equipment may be assigned for the benefit of the Registered Owners.

"Agreement" means this Equipment Lease Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Sections 13.06 and 13.07.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A," Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 7.01 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which the Lease was entered into by Lessee and Lessor.

"Lease Participation Certificates" means certificates evidencing a right to receive a pro rata share of Rental Payments and Purchase Price Payments.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Registered Owners" means the registered owners of Lease Participation Certificates.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Texas.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Texas Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.

(e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.

(f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment, except that future acquisitions of items of Equipment shall be acquired by Lessee pursuant to competitive bids in compliance with applicable law.

(g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of the Lessee in excess of the Original Term and all Renewal Terms.

(h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.

(I) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.

(j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total cost of the Equipment will not be less than the total principal amount of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Agreement is intended to be and is a multi-year lease contract.

Section 3.02. Lease Term. Notwithstanding any provision of the Agreement to the contrary, the Agreement shall terminate absolutely and without further obligation on the part of Lessee at the close of the fiscal year in which it is executed, and at the close of each succeeding fiscal year for which it may be renewed as herein provided; provided, however, that the Agreement shall be automatically renewed on the first day of each year following automatic termination unless Lessee shall have given to the Lessor notice in writing not later than 30 days prior to the date of the expiring year of its intention not to renew the Agreement for the ensuing year.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Notwithstanding the provisions of Agreement to the contrary, if the Lessee opts not to renew the Lease as provided herein, the Agreement shall terminate completely and the Lessee shall have no additional liability under the Agreement. The Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds of Lessee are no longer available to satisfy the obligation of Lessee under the Agreement. If the Agreement is terminated in accordance with this section, Lessee agrees to peaceably deliver the Equipment, as the Lessee's sole expense, to Lessor at the location specified by Lessor.

Section 3.04 Possession Following Nonappropriation or Nonrenewal. If an event of nonappropriation occurs or if the Agreement is not renewed as provided in Section 3.02 hereto and the Lessee continues to possess the Equipment, the Lessor may, at the expense of the Lessee, enter the premises and take possession of the Equipment.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments, exclusively from legally available monies in the General Fund and such other funds as may be designated by the Lessee, in lawful money of the United States of America, without notice or demand, to Lessor, in such amounts and shall send the Rental Payments at least five (5) business days prior to the dates set forth on Exhibit B hereto, at the address set forth on the first page hereof, or such other address as Lessor, or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. Any Rental Payment not paid within 10 days of the due date thereof

shall be subject to a late payment charge equal to five percent (5%) of the amount of the past due Rental Payment, but in no event less than ten Dollars (\$10.00). A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. *EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.*

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties.

All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that the Lessor is neither a manufacturer nor a vendor of such Equipment. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.*

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's representation shall be against the Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendor of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms.

(a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price plus \$1.00 to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of his interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (a) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent as agent for Lessee. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all

payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. Lease Participation Certificates may be executed and delivered by the Agent to Registered Owners, if any. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or Registered Owner any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement.

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 10 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement or any Lease, may declare all Rental Payments due or to become due with respect to any or all Leases during the Fiscal Year in effect when the default occurs to be immediately due and payable by lessee, whereupon such Rental Payments shall be immediately due and payable; and
- (b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee and/or take possession of any or all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; or in the event lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.
- (c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Purchase Option Prices of the Equipment or Equipment Groups; and (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee.
- (d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement and/or any Lease hereunder prior to the payment of all Rental Payments or the applicable Prepayment Price in accordance with each Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place

the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee or the Agent.

Section 13.02. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.05. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee; provided that no amendment that affects the rights of the Registered Owners shall be effective unless it shall have been consented to by the Registered Owners of a majority, in principal amount, of the Lease Participation Certificates, if any, then outstanding.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.08. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

LESSEE

Municipal Funding Solutions, LLC

City of La Marque, Texas

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(SEAL)

ATTEST:

By: _____

Print Name: _____

Title: _____

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease Purchase Agreement.

Qty. **Description**

(1) New Pierce Fire Engine as outlined in HGAC Contract No. FS12-09 dated 3-11-11 between the City of La Marque, TX and Martin Apparatus, Inc.

Together with all accessions, additions and attachments thereto.

The Equipment is located at: 1109 Bayou Rd, La Marque, TX 77568

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease Purchase Agreement.

.....
STATEMENT OF ESSENTIAL USE

We will use the _____ Fund to make the lease payments.

City of La Marque, Texas

By: _____

Title: _____

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

RENTAL PAYMENT SCHEDULE

Date of First Payment: 2-1-12

Original Balance: \$444,000.00

Total Number of Payments: 5

Number of Payments per Year: 1

Pmt No.	Due Date	Installment Payment	Applied to Principal	Applied to Interest	*Purchase Option Price
1	02/01/2012	\$98,455.45	\$85,350.05	\$13,105.40	\$363,791.22
2	02/01/2013	\$98,455.45	\$84,647.43	\$13,808.02	\$277,158.98
3	02/01/2014	\$98,455.45	\$87,906.35	\$10,549.10	\$187,711.20
4	02/01/2015	\$98,455.45	\$91,290.75	\$7,164.70	\$95,356.36
5	02/01/2016	\$98,455.45	\$94,805.42	\$3,650.03	\$1.00

City of La Marque, Texas

By: _____

Title: _____

*Assumes all Installment Payments due to date are paid.

EXHIBIT C TO EQUIPMENT LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Municipal Funding Solutions, LLC
7035 Veterans Blvd.
Burr Ridge, Illinois 60527

Re: Equipment Lease Purchase Agreement, dated March 28, 2011 (the "Agreement") between Municipal Funding Solutions, LLC (Lessor") and City of La Marque, Texas ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute an Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

City of La Marque, Texas

By: _____

Title: _____

EXHIBIT D TO EQUIPMENT LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL

(On Counsel's Letterhead)

Municipal Funding Solutions, LLC
7035 Veterans Blvd.
Burr Ridge, Illinois 60527

As counsel for the City of La Marque, Texas ("Lessee"), we have examined duly executed originals of the Equipment Lease Purchase Agreement (the "Agreement") dated March 28, 2011, by and between Lessee and Municipal Funding Solutions, LLC ("Lessor"), the proceedings taken by Lessee to authorize and execute this Agreement together with other related documents, and the Constitution of the State of Texas ("State") as presently enacted and construed. Based upon said examination and upon such other examination as we have deemed necessary or appropriate, it is our opinion that:

The Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by the Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgement against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgement.

Lessee has complied with applicable public bidding requirements.

To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of the Lessee which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.

The Municipality is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Signature and Printed Name, Address, Telephone and Date

EXHIBIT E TO EQUIPMENT LEASE PURCHASE AGREEMENT

**Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas
as Lessee.**

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of La Marque, Texas and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

_____ to _____.

Dated: _____

By: _____

Title: Secretary/Clerk of Lessee

EXHIBIT F TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

RESOLUTION OF GOVERNING BODY

BE IT RESOLVED by the governing body of the City of La Marque, Texas (the "Lessee"), at a duly called meeting of the governing body held on _____, 20 __, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of (1) New Pierce Fire Apparatus (the "Equipment"), the Lessee desires to finance the Equipment by entering into an Equipment Lease Purchase Agreement with Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee (the "Agreement") according to the terms set forth in the Lease Agreement from Municipal Funding Solutions, LLC dated March 28, 2011, presented at the board meeting; and the Equipment will be used by the Lessee for the purpose of:

_____,

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of the Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Person(s) to Execute Agreement:

_____,

RESOLVED, the Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

The Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2011 calendar year, and hereby designates the Agreement as a "qualified tax exempt obligation", as defined by Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk of Lessee

Attachments: Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$440,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

.....

EXHIBIT H TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

The Certificate of Bank Eligibility is entered into and executed by the City of La Marque, Texas as Lessee, supplementing and adding to the Equipment Lease Purchase Agreement.

The Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2011 calendar year, and hereby designates the lease of the Equipment to which this certificate pertains as a "qualified tax exempt obligation", as defined by Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Lessee: City of La Marque, Texas

By: _____

Title: _____

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: _____

Name of Lessee: _____

Street/P.O. Box _____

City, State, Zip _____

Equipment Lease Purchase Agreement between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee dated March 28, 2011

Equipment Description: (1) New Pierce Fire Engine per HGAC Contract No. FS12-09 dated 3-11-11

Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name: _____

Phone Number () _____

PUBLIC WORKS DEPARTMENT

March 22, 2011

Public Works Director

Director on Vacation the week of March 14 – 18, 2011.

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

Huff & Mitchell moved crews in on March 21st; their subcontractor has completed all the cleaning and tv-ing that was granted within the Change Order scope of work. Huff & Mitchell crews completed pipe bursting of 630 feet along the back easement between Rosedale and Oak Street. Crews are expected to complete approximately twenty (20) home sewer service reconnects by March 25th at what time they will continue with dress-ups at those locations. Crews will move to First Street within the following week. City staff is conducting inspections and daily work reports of progress for engineering estimates and payments.

Cedar Road Project – Angel Brother's subcontractors have completed the installation of the electrical service pole and the removal of the old traffic signal equipment at Bayou Road @ Cedar Drive. This work completes all the remaining work to date under the Cedar Drive contract. City staff has been trying to locate a traffic control company to come in and recalibrate and make adjustments with the signal lights at Cedar Drive @ Lake Road. This process is being hampered due to the contacted companies are requesting for a traffic control engineering report to authorize the change. Additionally, Staff believes that the traffic control plan that is in place now with protected left turn lanes off of Cedar was authorized by a City Resolution or Ordinance. This is requiring additional time to research so Staff can make the proper changes to a Resolution or Ordinance through Council if required.

FM 1764 Sewer Extensions – City staff worked with Alex Getty in the close-out and final payment to the contractor in regards to this project. Under Resolution No. 1135, City Council authorized matching contribution towards the construction costs; the City's Utilities Funds contribution was \$15, 956.40.

A & A Machine Shop – City drainage crews started the re-grating of the ditch along Jefferson to satisfy the design criteria for the required detention pond. This pond is being constructed for the new 10,000 square foot building at this location.

2010 Street Program – LJA Engineering was authorized to start the design segment of their contract. The first step of the contract is preliminary engineering work which takes approximately 4 to 5 weeks. The next step is the review process by City staff where information is exchanged with LJA and takes approximately 1 to 2 weeks. The third step is to arrange legal notices to be published in the local newspaper which requires posting over 2 to 3 weeks. The fourth step is to receive bids, publicly open the bids, review, tabulate bid information and set a Council date for approval which will take approximately 4 to 5 weeks. Under this time line we are anticipating a start date around June or July 2011.

Jeridona Street – Staff has done a review of the drainage at this location; there are areas along the street that are retaining water. This is caused by the extremely flat grade of the ditch to meet the flow line at the state ditch along FM 519. We have had a meeting with the highway department in discussion with improving and deepening the ditch along the north side of FM 519. In this meeting the state has indicated to the city that their ditch is developed to its maximum capacity in depth and cannot be deepened. Due to this situation, the city is unable to lower the ditch lines on Jeridona to correct this problem. At this point an alternative solution is to remove all the existing 24 inch culverts and concrete driveways and replace with double 18inch culverts; fill in the existing ditch systems and re-grade the ditch to a shallower depth to obtain a new grade (slope) that would allow water to move

faster out of the ditch system. I believe this would alleviate the ponding within the existing ditch system; but, this shallower depth could create additional flooding issues during heavy rain events as we are deleting the holding capacity of rainwater within the ditch system originally designed by the developer.

Assistant Public Works Director

Parks Board – Meeting on March 17, 2011 – Parks Board members voted to grant permission for “Crush-it” Sports to use designated area of Mahan Park for volleyball tournament, with the requirements of obtaining vendor permit with liability insurance, signed release forms from players, supply adequate restroom facilities and security if crowd number requires it. Members voted to place five carport type awnings within Highland Bayou Park upon receiving written quote from supplier.

Cedar @ Bayou Road – Traffic signal contractor and Texas New Mexico Power Company will coordinate efforts on Tuesday, March 22, 2011 to activate power and switch over signal lights at intersection.

Underground Storage Tanks - Began filing paperwork for pollution liability coverage with tank owners’ Mutual insurance Company. This will cover damages, injuries and site clean-up.

Martin Luther King Jr. Park – Crescent Electric has completed installing a new service pole. The pole is equipped with lighting and electrical outlets for public/private group rentals and was authorized and approved by the Parks Board.

Street/Parks

Ditches cut on Avenue C – 692 feet

Utility patches: Lonestar, Police Dept, 1st Street and Laurel @ Yupon

Driveway Repair: 410,416,520 & 522 Avenue C, 1809, 1812, 1815, 1818, 1821, 2103, 2104 and 2320 Rosalee, 309 Albert and 2518 Bellview

Street Sweeper: Cedar, Bayou, 1st Street, Laurel, Delmar, 11th, Dolreze, Plum and Orange

Clear debris from drain: Estate, Nashby @ Bayou, Azalea Court, Laurel, Holly, 523 & 528 Elmo, Yupon @ Laurel, Brazos, Melody @ Westward, Crockett, Westward @ Fannin, 2019 Magnolia, Milan @ Magnolia, Lake @ Magnolia, Fannin @ Houston Drive, 424 Chip, 307 Edgar, Burnett, Boggato, 2221, 2301 & 2305 Clark, 1810 & 1814 Ryan, 2417 Downey, Howell, Austin, Kirsten, Melody and Briar Lane

Strip - sidewalk on Bayou by the Middle School

Pot Holes Repaired – 12

Reset Grate: Duroux, Porter and Oaklawn

Mowed: Highland Bayou Park, Kirsten, Library, Mahan Park, MLK Park, Cemetery, Fireman’s Hall, Police Dept, Jaycee Park and Delmar

Utility 22

Sewer stops – 68

Sewer lines repaired – 5

City side clean-outs installed – 3

2in Meter changed out – 1

2500 Linear Feet of sewer mains cleaned

water leaks - 10

clean-out caps installed – 2

meter box leveled – 1

dress-up – 10

low pressure on customer side – 5

low pressure on City side – 1

man-hole repaired – 1

200 feet of culverts cleaned

JUDICIAL DEPARTMENT

2011 STATE-WIDE WARRANT ROUND-UP

Roundup Results Spreadsheet

City/County: LA MARQUE/GALVESTON
 Completed By: Lisa Snider
 Telephone #: 409-938-9245

Send to: don.mckinley@ci.austin.tx.us
 Tel (512) 974-4820
 Fax (512) 974-4682
 or email: roundup@ci.austin.tx.us

Total Number of notices sent
 (court, law enforcement, collection agency, etc.): 3463

Daily Activity Log		# Warrants Cleared	Total Gross Collections (Costs, Fees, Fines, Bonds)		Total Face Value of all Warrants Cleared	
		(All Warrants/Not Just Those Arrested)	(All Monies paid including bond payments)		(Arrests + Paid + Cleared (Credits, Ext, etc.))	
Mon.	2/21/2010	22	\$	4,714.50	\$	7,856.50
	02/22/2010	30	\$	4,797.00	\$	10,071.00
	02/23/2010	33	\$	7,110.39	\$	9,967.39
	02/24/2010	23	\$	3,294.50	\$	6,193.50
	02/25/2010	42	\$	7,941.50	\$	12,615.50
	02/26/2010	0	\$	-	\$	-
	02/27/2010	0	\$	-	\$	-
Mon.	2/28/2010	35	\$	3,693.25	\$	10,603.75
	03/01/2010	14	\$	2,958.00	\$	4,388.00

03/02/2010	24	\$	3,768.00	\$	7,154.50
03/03/2010	55	\$	1,344.00	\$	23,540.00
03/04/2010	45	\$	4,866.00	\$	18,947.06
Sat. RU 3/5/2010	43	\$	2,292.75	\$	18,526.75
Sun. 3/6/2010	0	\$	-	\$	-
03/07/2010	32	\$	5,016.00	\$	10,286.00
03/08/2010	16	\$	1,999.00	\$	5,682.50
03/09/2010	19	\$	1,989.00	\$	5,917.00
03/10/2010	12	\$	2,342.00	\$	4,597.00
03/11/2010	28	\$	5,551.00	\$	8,774.00
03/12/2010	0	\$	-	\$	-
Sun. 3/13/2010	0	\$	-	\$	-
TOTALS	473	\$	63,676.89	\$	165,120.45

LIBRARY DEPARTMENT

Library Report for March 2011, Cynthia Hart

New Library Director Cynthia Hart started work on Thursday, March 17th, 2011.

We are working on setting up a free trial of the Cybrarian software.

The Family Literacy Project is still on hold.

Discussion for what to do with money from the Loan Star Grant project (\$6,200) needs to take place before proceeding with any changes.

Work on the 990 tax form for the Friends of the Library will begin shortly.

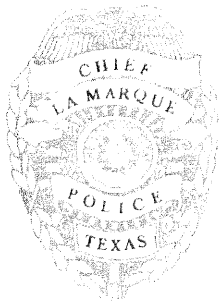
The annual state statistical report which is due at the end of March has been completed and submitted.

Plans for the summer Reading Program are being finalized and a brochure is being completed.

Outreach (daycares) in progress. Reading to daycare children.

Storytime at the library has begun (every other Friday at the Library).

POLICE DEPARTMENT



Police Department

Randall Aragon
Chief of Police

MEMORANDUM

TO: City Manager Eric Gage

FROM: Director of Public Safety/Chief Randall Aragon *R. Aragon*

DATE: March 22, 2011

SUBJECT: Council Report for March 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:**

Four (4) Additional Community Watch Areas Developed: See enclosure for their names/boundaries. This brings our total number of Community Watch Areas to 13.

CompStat Initiative to Begin during April 2011: *CompStat* (Computerized Statistics) is a systematic process used by police agencies to prevent and control crime by methodically identifying crime issues and trends and eradicating such in a highly effective and expeditious manner. Its principles and goals consist of: A) accurate and timely intelligence; B) rapid Deployment; C) effective tactics; D) relentless follow-up and assessment.

Patrol Sergeants will be assigned a police district with the responsibility of: 1) keeping current on the crime conditions (i.e., patterns, M.O.s, etc.) in their area of control; 2) developing the appropriate tactics that should be deployed to address crime conditions; and finally, 3) planning and executing revisions to such tactics as deemed necessary. On a monthly basis a CompStat Briefing will be conducted and Patrol Sergeants will brief the Command Staff relating to crime patterns and solutions to crime within their districts. Corrective actions and/or suggestions to action plans will be enacted during such briefings. Follow-up action will be the rule.

Additional Excellent Readings References:

CompStat for Smaller Departments | Law and Order Magazine
<http://www.hendonpub.com/resources/articlearchive/details.aspx?ID=327>

Police Chief Magazine Article on CompStat
http://policechiefmagazine.net/magazine/index.cfm?fuseaction=display&article_id=1859&issue_id=82009

Enclosure: Newly Developed Community Watch Areas

Newly Developed Community Watch Areas

Highlands One Community Watch

Cedar on the North
Interstate 45 on the Southwest
Lake Rd. on the East

Highlands Two Community Watch

Cedar on the North
Scott on the South
Howell on the East
Lake Rd. on the West

Upper East Community Watch

FM 1765 on the North
Ross on the South
City Limit on the East
Oak on the West

Painted Meadow Community Watch

Painted Meadow Subdivision

City of La Marque
Monthly and Year
To Date

Police Department
Month: February
Year: 2011

	CURRENT MONTH (Feb11)	CURRENT MO. PREV. YR. (Feb10)	PREV. MONTH (Jan11)	YR. TO DATE 2011	PREV. YR. TO DATE 2010
<u>PART I CRIMES:</u>					
Homicide	0	0	1	1	0
Rape	0	2	1	1	3
Robbery	0	0	1	1	2
Assault	26	23	19	45	46
Burglary	11	12	17	28	23
Theft	39	30	41	80	59
M.V. Theft	0	2	5	5	8
<u>PART II CRIMES:</u>	192	151	178	370	351
<u>CALLS FOR SERVICE:</u>	1,848	1,983	2,263	4,111	4,199
<u>ACCIDENTS:</u>	21	19	20	41	43
Injuries	10	5	5	15	12
Non-injury	22	14	15	26	31
Fatalities	0	0	0	0	0
Alcohol Related	1	0	1	2	4
<u>ADULT ARRESTS:</u>	179	146	177	356	316
<u>JUVENILE DETENTIONS:</u>	0	4	8	8	8
<u>TRAFFIC STOPS:</u>	355	310	236	591	549
Citations	258	215	232	490	412
Violations	347	288	326	673	565
Warnings	14	18	6	20	22
<u>DISTURBANCES:</u>	82	73	74	156	160
Total deposits from reports, fingerprinting, and phone commissions, etc.:				\$176.74	
Deposited from phone commissions:				\$33.74	
Deposited from report fees:				\$133.00	
Deposited from donations:				\$0.00	
Deposited from fingerprinting:				\$10.00	
Deposited from refunds:				\$0.00	

This month, the Police Department arrested **61** people on municipal warrants, serving **139** warrants, totaling **\$44,379.25**.

To date, the Police Department has arrested **123** people on municipal warrants, serving **299** warrants, totaling **\$96,367.95**.

LA MARQUE POLICE DEPARTMENT USE OF FORCE REPORT

DEFENDANT NAME: [REDACTED] DATE: 02/05/2011 TIME: 2338hrs

C.F.S NUMBER: 1100002498 INCIDENT NUMBER: LM 16599

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 C. Kelemen 3) Capt. Kelemen (Port of Galveston Police)

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:

REPORT SYNOPSIS

Subject was being taken into custody and pulled away from officers. Subject turned in an attempt to flee and assaulted an officer. Subject was brought to the ground and after a struggle was secured in handcuffs.

Reporting Officer Signature: [Signature]

Supervisor Signature: [Signature] #15

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: 02-09-11 TIME: 1632 HOURS

C.F.S NUMBER: _____ INCIDENT NUMBER: 1100002799

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) SGT. RODRIGUEZ 2) OFFICER M. KELEMEN 3) OFFICER GUZMAND 4) OFFICER LIVELY 5) _____ 6) _____

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

Witness Phone: 1) _____ 2) DEPARTMENT 1

INJURY/TREATMENT

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

INJURY NUMBER: 110

LEVEL OF FORCE

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. Hard

☐ Probe ☐ 6. Impact Weapon

REPORT SYNOPSIS

[REDACTED] CONTACTED THIS AGENCY STATING THAT HE WANTED TO HARM HIMSELF. ONCE ON SCENE [REDACTED] ADVISED THAT HE WANTED TO ADMIT HIMSELF INTO THE HOSPITAL FOR PSYCHIATRIC EVALUATION. AS WRITER WAS GATHERING INFORMATION FROM A WITNESS, [REDACTED] STARTED BITING HIS WRISTS CAUSING THEM TO BLEED. LM EMS WAS CONTACTED AND [REDACTED] WOULD NOT ALLOW THEM TO TREAT HIS INJURIES. [REDACTED] WAS SECURED IN HANDCUFFS AND HE STARTED BANGING HIS HEAD AGAINST THE CAGE AND WINDOW BARS IN THE PATROL UNIT. ONCE AT THE PD, [REDACTED] WAS SECURED IN A HOLDING CELL HANDCUFFED AND HE STARTED BANGING HIS HEAD AGAINST THE CONCRETE WALL. [REDACTED] WAS ABLE TO PLACE THE HANDCUFFS IN FRONT OF HIS TORSO AND HE STARTED BITING HIS WRISTS ONCE AGAIN. [REDACTED] WAS TAKEN TO THE GROUND WHERE HE WAS PLACED IN LEG RESTRAINTS AND THE HANDCUFFS WERE PLACED BACK BEHIND HIM AND SECURED TO THE SHACKLES. WHILE AT THE HOSPITAL, [REDACTED] ATTEMPTED TO BITE WRITER IN THE GROIN AREA AND WRITER PRESSED [REDACTED] HEAD AGAINST THE GOURNEY AND APPLIED

LEVEL OF FORCE

as a result of injury



2010 LA MARQUE POLICE DEPT.
CRIME STATS



	2007				2008				2009				2010				2011							
	January - December				January - December				January - December				January - December				January - February							
	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%	3	1	-67%	3	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	5	-29%	4	4	57%	80%	
La Marque Violent Crime Total	121	0%	47	39%	145	20%	70	48%	163	12%	76	47%	114	-10%	55	48%	12	8	-33%	7	6	42%	75%	
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%	23	28	22%	2	4	9%	14%	
Theft	269	-10%	70	26%	337	25%	96	28%	382	13%	112	29%	478	23%	159	33%	59	80	36%	22	19	37%	24%	
Motor Vehicle Theft	49	-21%	25	51%	49	0%	23	47%	45	-8%	27	60%	29	-37%	15	52%	8	5	-38%	8	4	100%	80%	
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%	92	113	23%	32	27	35%	24%	
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		-30%		55		-36%					
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%		779		17%					
Texas Property Crime Rate	4,120		0%		3,987		-3%		4,016		1%		*		*		*		*					
Calls For Service	21,364				24,209				28,249				25,017				4,111							
Population Estimate	13,875				14,236				13,794				13,794				14,509							
Officers per 1,000 pop.	2.0				2.0				2.0				2.1				2.0							
DWI	37				46				23				39				5							
Traffic Citations	3,019				3,413				3,872				1,917				490							
Drug Arrests	111				106				115				90				32							

*Data unavailable

FIRE DEPARTMENT

La Marque Fire / Rescue
Racial Profile
2010



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LA MARQUE FIRE & RESCUE

Racial Profiling
Annual Report
Interim Fire Chief Larry Damrell
CITY OF LA MARQUE

La Marque City Council
La Marque, Texas 77568

Dear Honorable Members of the City Council,

Racial profiling is considered to be one of the most important issues affecting law enforcement agencies in the United States. In 2001, the Texas legislature, in an attempt to address the issue of racial profiling in policing, passed the Texas Racial Profiling Law (S.B. 1074). The La Marque Fire Department, in accordance with the law, has collected citation-based contact data for the purpose of identifying and addressing, if necessary, concerns regarding racial profiling practices by Fire Department Staff, Arson Investigators and City Marshal.

In this report, you will find three sections that present information on citation-based contact data along with documentation which aims at supporting the fact that the La Marque Fire Department has complied with The Texas Racial Profiling Law. In Section 1, you will find the table of contents in addition to the Texas Law on Racial Profiling. Also in this section, you will have the opportunity to become acquainted with the list of requirements relevant to the Racial Profiling Law as interpreted by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).

Sections 2 and 3 present documentation which demonstrates compliance of the La Marque Fire Department and City Marshals Office with the Texas Racial Profiling Law. Specifically, documents relevant to the implementation of an institutional policy banning racial profiling, the implementation of a racial profiling complaint process, including the manner in which it has been disclosed to the public, and the training administered to all law enforcement personnel, are included.

This final annual report also contains statistical data relevant to public contacts made during the course of traffic stops between January 1, 2010 and December 31, 2010. This information has been analyzed with the citation-based contact data collected in 2010. The final analysis and recommendations are also included.

This is our report on racial profiling from the Fire Department and City Marshals Office for the year 2010. I am confident that the findings presented in this report demonstrate that the La Marque Fire Department is committed to the identification and resolution, if necessary, of all issues relevant to racial profiling according to the state law.

Sincerely,

Larry A. Damrell
Interim Fire Department Chief

Texas Racial Profiling Law Requirements

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of what must be accomplished by an agency but allows wide latitude in determining how the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The standard statement is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;

- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirement for "tier one" data for traffic stops in which a citation results are:

1. the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
2. whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
3. whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops.

Tier two data include:

1. the detained person's gender and race or ethnicity;
2. the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);

3. whether a search was conducted, and if so whether it was based on consent or probable cause;
4. facts supporting probable cause;
5. the type, if any, of contraband that was collected;
6. disposition of the stop, e.g., arrest, ticket, warning, or release;
7. location of stop; and
8. statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category. For example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that: the equipment was in place and used during the proceeding calendar year; and video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074

AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles

2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

1. "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

2. "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

1. clearly define acts constituting racial profiling;

2. strictly prohibit peace officers employed by the agency from engaging in racial profiling;

3. implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

4. provide public education relating to the agency's complaint process;

5. require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

6. require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

7. require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

2. the traffic law or ordinance alleged to have been violated or the suspected offense;

3. whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

4. whether any contraband was discovered in the course of the search and the type of contraband discovered;

5. whether probable cause to search existed and the facts supporting the existence of that probable cause;

6. whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

7. the street address or approximate location of the stop; and

8. whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a

traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final

disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration

of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by

Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

- (1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;
- (2) implementing laws and internal agency policies relating to preventing racial profiling; and
- (3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

- (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;
- (4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;
- (5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;
- (6) whether a search of the vehicle was conducted and whether consent for the search was obtained;
- (7) the plea, the judgment, and whether bail was forfeited;
- (8) The date of conviction; and
- (9) The amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

- (1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and
- (2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate

issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

History of La Marque Fire / Rescue

The La Marque Fire Department was organized on January 26, 1944 through the effort of civic-minded members of the community at a meeting held in the red schoolhouse located at Ross and Oak Street on the sight of the current Galveston County Health Unit.

The newly formed department began with a pick-up truck owned by Bogatto Motors and some wet sacks. Later, the Texas City Volunteer Fire Department contributed a trailer pumper and a number of five-gallon water-pump cans.

In anticipation of the continued growth of La Marque and the need for more adequate fire fighting equipment, the fire department started a fundraising campaign. Donations from the citizens of the community and from the industry in Texas City were sufficient to purchase the first fire truck for the department, a 1945 Mack 500-gallon per minute pumper.

With the incorporation of the City of La Marque in 1954, more improvements came about. A piece of the department's property was deeded to the City of La Marque on which City Hall was built, and then later the police station was added as well. All equipment of the fire department was deeded to the City of La Marque.

As of today, La Marque has 18 professional firefighters. Current staff includes the Fire Chief, Fire Marshal, and three Line Captains. The Fire Chief also serves as the Emergency Management Coordinator for the City. The 10 Volunteer Firefighters disbanded in September 2010. Present day firefighters are also certified Emergency Medical Technicians at various levels.

Policy on Racial Profiling

January 1, 2007
Effective Department Date

Issuing Authority

Interim Fire Chief Larry Damrell

I. PURPOSE

The purpose of the policy is to reaffirm the La Marque Fire Department's commitment to prohibit racial profiling in all its encounters between an Arson Investigator, Fire Inspector and/or Departmental Staff; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion.

II. POLICY

It is the policy of this Department to enforce governmental codes in a proactive manner and to aggressively investigate suspected violations of law. Departmental Staff and Investigators shall actively enforce state, local and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Departmental Staff are prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers or passengers and pedestrians that are detained.

Departmental Staff and Investigators shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is unacceptable.

This policy shall not preclude Department Staff and Investigators from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

III. DEFINITIONS

A. Racial Profiling – A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

1. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts.

The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling. Examples of racial profiling include but are not limited to the following:

- a. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.
- b. Detaining the driver of a vehicle based on the determination that a person of that race,

ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.

- c. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.
- 2. A law enforcement agency can derive at two principles from the adoption of this definition of racial profiling:
 - a. Departmental Staff and Investigators may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while Staff and Investigators may use race in conjunction with other known factors of the suspect.
 - b. Departmental Staff and Investigators may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.
- B. Race or Ethnicity – Of a particular decent, including White, Black, Hispanic, Asian, or Native American.
- C. Pedestrian Stop – An interaction between a Departmental Staff and Investigators of individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- D. Traffic Stop – An Investigator who stops a motor vehicle for a violation of a law or ordinance regulating traffic.

IV. TRAINING

- A. Investigators are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.
- B. All Investigators shall complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling.
- C. The Chief of Fire Department, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.

V. COMPLAINT INVESTIGATION

- A. The department shall accept complaints from any person, including a third party, who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.
- B. Any employee who receives an allegation of racial profiling shall record the person's name, address and telephone number, and forward the complaint to the Fire Chief or his designee. Any employee contacted shall provide to that person a copy of a complaint form or the Department process for filing a complaint. All employees will report any allegation of racial profiling to their Fire Chief or his designee before the end of their shift.

- C. If a racial profiling complaint is sustained against an Departmental Staff and Investigators, it will result in appropriate corrective and/or disciplinary action, up to and including termination.

VI. PUBLIC EDUCATION

This department will inform the public of its policy against racial profiling and the complaint process. Methods that may be utilized to inform the public will be made available upon request at the Fire Station.

VII. CITATION DATA COLLECTION & REPORTING

- A. Departmental Staff and Investigators are required to collect information relating to traffic stops in which a citation is issued.

On the citation, members must include:

1. the violator's race or ethnicity;
2. whether a search was conducted;
3. was the search consensual; and
4. arrest for this cited violation or any other violation.

- B. By March of each year, the department shall submit a report to Mayor and City Council that includes the information gathered by the citations. The report will include:

1. a breakdown of citations by race or ethnicity;
2. number of citations that resulted in a search;
3. number of searches that were consensual; and
4. number of citations that resulted in custodial arrest for this cited violation or any other violation.

Not later than March 1st of each year, this department shall submit a report to our Mayor and City Council containing this information from the preceding calendar year.

Unless otherwise specified, this policy establishes the parameters of acceptable conduct. No policy can anticipate all circumstances that may be encountered by Departmental Staff and Investigators. Decisions made outside of this policy must be consistent with the Fire Department's values.

La Marque Fire Department
Employee Training List
Interim Fire Chief Larry Damrell

March 21, 2011

La Marque City Council
Re: Racial Profiling Training

The following is a list of Arson Investigators with the La Marque Fire Department that have completed the State Mandated Racial Profiling Training.

Alfred Decker

Jason Shafer

Kari Welch

Eric Hopkins

Kathleen VanStavern

Officer VanStavern has also completed the State Mandated Racial Profiling Training. Officer VanStavern is the City Marshal for the City of La Marque and is part of the Municipal Court Department. The City Marshal will be part of our racial profile reporting in this report as well as our future year's reports.

Racial Profiling Training

Since 2002, all Arson Investigators were instructed, as specified in S.B. 1074, to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the La Marque Fire Department have completed the TCLEOSE basic training. The main outline used to train the officers of La Marque has been included in this report.

**Racial Profiling
Course Number 3256
Texas Commission on Law Enforcement
September 2001**

Racial Profiling 3256
Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05
Racial profiling prohibited CCP 2.131
Law enforcement policy on racial profiling CCP 2.132
Reports required for traffic and pedestrian stops CCP 2.133
Liability CCP 2.136
Racial profiling education for police chiefs Education Code 96.641
Training program Occupations Code 1701.253
Training required for intermediate certificate Occupations Code 1701.402
Definition of "race or ethnicity" for form Transportation Code 543.202

- A. Written departmental policies
 - 1. Definition of what constitutes racial profiling
 - 2. Prohibition of racial profiling
 - 3. Complaint process
 - 4. Public education
 - 5. Corrective action
 - 6. Collection of traffic-stop statistics
 - 7. Annual reports
- B. Not prima facie evidence
- C. Feasibility of use of video equipment
- D. Data does not identify officer
- E. Copy of complaint-related video evidence to officer in question
- F. Vehicle stop report
 - 1. Physical description of detainees: gender, race or ethnicity
 - 2. Alleged violation
 - 3. Consent to search
 - 4. Contraband
 - 5. Facts supporting probable cause
 - 6. Arrest
 - 7. Warning or citation issued
- G. Compilation and analysis of data
- H. Exemption from reporting – audio/video equipment
- I. Officer non-liability
- J. Funding
- K. Required training in racial profiling
 - 1. Police chiefs
 - 2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

- A. *Whren v. United States*, 517 U.S. 806, 116 S.Ct. 1769 (1996)
 - 1. Motor vehicle search exemption
 - 2. Traffic violation acceptable as pretext for further investigation
 - 3. Selective enforcement can be challenged
- B. *Terry v. Ohio*, 392 U.S. 1, 88 S.Ct. 1868 (1968)
 - 1. Stop & Frisk doctrine
 - 2. Stopping and briefly detaining a person
 - 3. Frisk and pat down
- C. Other cases
 - 1. *Pennsylvania v. Mimms*, 434 U.S. 106, 98 S.Ct. 330 (1977)
 - 2. *Maryland v. Wilson*, 117 S.Ct. 882 (1997)
 - 3. *Graham v. State*, 119 MdApp 444, 705 A.2d 82 (1998)
 - 4. *Pryor v. State*, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
 - 5. *Ferris v. State*, 355 Md. 356, 735 A.2d 491 (1999)
 - 6. *New York v. Belton*, 453 U.S. 454 (1981)

2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.) Web address for legislation 77R-SB1074:

<http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

Complaint Process: Informing the Public and Addressing Allegations of Racial Profiling Practices

Informing the Public on the Process of Filing a Racial Profiling Complaint with the La Marque Fire Department

Since January 1, 2007, the La Marque Fire Department, in accordance to The Texas Racial Profiling law, aimed informing the public on issues relevant to the complaint process. The Fire Department made available upon request the Citizen Complaint Packet information relevant to filing a complaint on a racial profiling violation by a Departmental Staff and Investigators.

The La Marque Fire Department included language, in its current complaint process, pertaining to the manner in which citizens can file a complaint as a consequence of a racial profiling incident. It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

La Marque Fire/Rescue

Racial Profile/Citizen Complaint Packet



Contents

- Instructions
- Racial Profile/Citizen Complaint Form
- Medical Release

This complaint packet allows citizens to file a formal complaint against employees of the La Marque Fire/Rescue Department, to include, but not limited to such violations as unprofessional demeanor, excessive force and racial profiling.

LA MARQUE FIRE/RESCUE

Racial Profile/Citizen Complaint Packet

Please follow the procedures as set out below:

CITIZEN COMPLAINT FORM

Completion Procedure:

1. Racial Profile/Citizen Complaint Form is to be completed by the complainant ONLY.
2. Fill in all applicable sections of the form. **PRINT ONLY** and be specific.

MEDICAL RELEASE

Requirement/Completion Procedure:

1. If complainant is alleging injuries, the Release of Medical Information form **MUST** be completed.
2. The Release of Medical Information form must be signed and notarized. The Release of Medical Information form can be notarized at the La Marque Fire/Rescue Department during regular business hours. If the complainant wishes to notarize the form at LMFD, do not sign the form until you are in the presence of the notary public. A valid photo Identification Card will be needed for the form to be notarized.

PACKET COMPLETION

Complaint Packet Return:

1. Review all forms for completion, signatures and notary requirements.
2. Attach all papers together and return to the La Marque Fire/Rescue Department. It can be delivered in person or mailed to:

La Marque Fire/Rescue
ATTN: Interim Fire Chief Damrell
1111 Bayou Road
La Marque, Texas 77568

3. If additional information is needed, contact the Chief's Office at (409) 938-9260.
4. Once the form is received, the complainant will be contacted in order to make arrangements to submit a sworn affidavit regarding the allegations.

La Marque Fire/Rescue
Racial Profile/Citizen Complaint Form

COMPLAINANT INFORMATION:

PRINT ALL INFORMATION

Name: Last: _____ First: _____ MI: _____

Race: _____ Gender: _____ DOB: ____/____/____

TDL/ID #: _____ SSN: _____ - _____ - _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Numbers:

Home: (____) ____ - ____ Work: (____) ____ - ____

Cellular: (____) ____ - ____ Pager: (____) ____ - ____

PRINT AND PLEASE BE SPECIFIC

1. Date of incident: _____ Time: _____ (AM) (PM)
2. Location or address of incident: _____
3. List the name and badge number of the La Marque Fire/Rescue employee(s) being accused:
 - (a) _____

Name	Badge #
------	---------
 - (b) _____

Name	Badge #
------	---------
 - (c) _____

Name	Badge #
------	---------
4. If you do not know the name of the LMFD employee(s) being accused, please provide the following information:
 - (a) Vehicle Unit Number: _____
 - (b) Physical Description of Employee: _____

 - (c) Other Identifiers: _____

- _____

5. Were any other LMFD or LMPD employee(s) present during the alleged incident? (Yes) or (No)? If your answer is YES please provide the following information:

Name

Badge #

Name

Badge #

Name

Badge #

6. Were any other witnesses present during the alleged incident? (Yes) or (No)? If your answer is YES please provide the following information:

Name

Address

Phone Number

Name

Address

Phone Number

7. Did you sustain any injuries? (Yes) or (No)? If your answer is YES please list the type of injury:

- _____

8. Did you receive medical treatment? (Yes) or (No)? If your answer is YES please provide the following information as well as the attached Medical Release Form. Note the form MUST BE NOTARIZED:

(a) Name, address and telephone number of the doctor/hospital that treated you:

- _____

9. Were you arrested? (Yes) or (No)
Were you issued a citation? (Yes) or (No)

Charges:

Ticket # _____

-
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

* IF MORE ROOM IS NEEDED, ADDITIONAL PAGES MAY BE ATTACHED.*

La Marque Fire/Rescue
Authorization for Release of Medical Information

I hereby authorize all Custodian(s) of Records to release the following information for the medical record(s) of:

PATIENT INFORMATION (Please PRINT)

Patient Name: _____ Date of Birth: _____ SSN: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Information to be released:

☐ Complete Hospital Records	☐ Doctors Medical Records	☐ Front Sheet
☐ Emergency Room Report	☐ History & Physical	☐ Radiology Reports
☐ Discharge Summary	☐ Operative Report	☐ Clinic Visits
☐ Psychological Evaluation	☐ Pathology Report	
☐ Other report(s) specify: _____		

Purpose of disclosure: La Marque Fire/Rescue Internal Affairs Investigation

Information to be released to: La Marque Fire/Rescue
1111 Bayou Road
La Marque, Texas 77568

The question of privacy between hospitals, medical facilities, its employees and attending physician(s) and the patient are **WAIVED** by this authorization. The aforementioned **are released from legal responsibility or liability** for the release of the above information, **which may include Drug, Alcohol, Psychiatric, HIV, or Aids information**, to the extent indicated and authorized herein.

ALCOHOL AND DRUG ABUSE PATIENTS:

PROHIBITION ON REDISCLOSURE: This information has been disclosed to you from records whose confidentiality is protected by Federal Law. Federal Regulations (42CFR part 2) prohibits you from making any further disclosure of this information except with the specific written consent of the patient. A general authorization for the release of information if held by another party is NOT sufficient for this purpose. Federal Regulations state that any person who violates any provision of this law shall be fined not more than \$500.00 in the case of the first offense, and not more than \$5,000.00 in the case of each subsequent offense.

HOSPITAL/DOCTOR INVOLVED: _____ PHONE: _____

ADDRESS: _____

Signature of Patient

Date Signed

Signature of Parent or Guardian

Relationship

Date Signed

Signature of person authorized to sign in lieu of patient

Relationship

Date Signed

Witness

Address

Date Signed

THE STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public – State of Texas

Report on Racial Profiling Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of January 1, 2007 to December 31, 2007, based on allegations related to possible violations of the Texas Racial Profiling Law. The final disposition of the case is also included.

V

A check above indicates that the La Marque Fire Department has not received any complaints, as outlined in the law, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of January 1, 2009 to December 31, 2009.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law.

Complaint No.	Alleged Violation	Disposition of the Case

Tables Illustrating Traffic Contact

Traffic-Related Contact Information (January 1, 2010 to December 31, 2010)

Race/Ethnicity	Contacts		Non-Searches		Consensual Searches		PC Searches		Custody Arrests	
	N	%	N	%	N	%	N	%	N	%
Caucasian	1	100	1	100	0	0	0	0	0	0
African	0	0	0	0	0	0	0	0	0	0
Hispanic	0	0	0	0	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0	0	0	0
Native American	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0
Total	1	100	1	100	0	0	0	0	0	0

"N" represents "number" of traffic-related contacts

*Race/Ethnicity is defined by Senate Bill 1074 as being of a "particular descent, including Caucasian, African, Hispanic, Asian, or Native Americans.

Analysis and Interpretation of Data

The Texas Racial Profiling Law requires that all police departments in Texas collect data when a traffic-related citation is issued or an arrest is made. In addition, the law requires that agencies report this information to their local governing authority once a year by March 1. The purpose in collecting and presenting this information is to determine if a particular police officer is engaging in the practice of profiling minority motorists. Despite the fact most agree that it is good practice for police departments to be accountable to their community, it is very difficult to determine if police departments are engaging in racial profiling, from the review of aggregate data. That is, it is challenging to detect specific "individual" racist behavior from the study and analysis of aggregate-level "institutional" data on traffic-related contacts.

Despite this, the La Marque Fire Department, in response to the requirements of The Texas Racial Profiling Law (S.B. 1074), reported and analyzed its 2010 traffic contact data. Tables of the different types of analyses were conducted. The table involved a careful evaluation of the 2010 traffic-stop data. This particular analysis measured, as required by the Texas Racial Profiling Law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, and individuals belonging to the "other" category, that came in contact with the police and were issued a traffic-related citation or arrested in 2010. In addition, the analysis included information relevant to the number and percentage of searches (table 1) while indicating the type of search (i.e., consensual or probable cause) conducted. Finally, the data analysis highlighted the number and percentage of individuals who, after they were issued a citation, were subsequently arrested.

Tier 1 (2010) Traffic-Related Contact Analysis

The Tier 1 data collected in 2010 showed that La Marque does not currently experience a problem with racial profiling. In the absence of comparison data that accurately reflects the demographics of the population driving within the City of La Marque, the usefulness of the data analysis is somewhat questionable for identifying racial profiling trends. A comparison of La Marque Fire Department Data with available baseline data sets does not reveal a marked pattern of racial profiling by officers. The continuing effort to collect police contact data will assure an ongoing evaluation of Department practices over time.

Checklist

The following requirements were met by the La Marque Fire Department in accordance with Senate Bill 1074:

Clearly defined act or actions that constitute racial profiling

Statement indicating prohibition of any peace officer employed by the La Marque Fire Department from engaging in racial profiling

Implement a process by which an individual may file a complaint regarding racial profiling violations

Provide public education related to the complaint process

Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law

Collect data (Tier 1) that includes information on:

- a) Race and ethnicity of individual detained
- b) Whether a search was conducted
- c) If there was a search, whether it was a consent search or a probable cause search
- d) Whether a custody arrest took place

Produce an annual report on police contacts (Tier 1) and present this to Mayor and City Council.

Contact Information

For additional questions regarding the information presented in this report, please contact:

**La Marque Fire Department
1111 Bayou Road
La Marque, Texas 77568
(409) 938-9260**

3/21/2011 2:08 PM

RACPROFRPT Page: 1
1/01/2010 - 12/31/2010

Beginning Date.....: 01/01/2010

Ending Date.....: 12/31/2010
by Filed date

Agency.....: FIRE DEPARTMENT

3/21/2011 2:08 PM

RACPROFRPT Page: 2

Filed Date...: 1/01/2010 - 12/31/2010

FD FIRE DEPARTMENT

Totals for Agency

Number of Cases for Agency.....: 1
 Number of Violations for Agency.....: 1
 Number of Warnings for Agency.....: 0
 Number of Cases with no name.....: 0
 Number of Cases non-officer initiated: 0

Race	KPr	Sex	Cases	Warn	Search		P/C	Arst	Viol	Status		Pend	Res
					None	Cons				Glty	Dism		
Caucasian	0	M	1	0	1	0	0	0	1	1	0	0	1
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
African	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Hispanic	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Asian	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Amer. Ind	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Mid East	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Other	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0

Filed Date....: 1/01/2010 - 12/31/2010

Grand Total

Number of Cases for Agency.....: 1
 Number of Violations for Agency.....: 1
 Number of Warnings for Agency.....: 0
 Number of Cases with no name.....: 0
 Number of Cases non-officer initiated: 0

Race	KPr	Sex	Cases	Warn	Search		P/C	Arst	Viol	Status		Pend	Res
					None	Cons				Glty	Dism		
Caucasian	0	M	1	0	1	0	0	0	1	1	0	0	1
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
African	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Hispanic	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Asian	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Amer. Ind	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Mid East	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Other	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0

3/21/2011 2:07 PM

RACPROFRPT Page: 1
1/01/2010 - 12/31/2010

Beginning Date.....: 01/01/2010
Ending Date.....: 12/31/2010
by Filed date

Agency.....: CITY MARSHAL

Totals for Agency

Number of Cases for Agency.....: 0
 Number of Violations for Agency.....: 0
 Number of Warnings for Agency.....: 0
 Number of Cases with no name.....: 0
 Number of Cases non-officer initiated: 0

Race	KPr	Sex	Cases	Warn	Search		P/C	Arst	Viol	Status			Res
					None	Cons				Glty	Dism	Pend	
Caucasian	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
African	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Hispanic	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Asian	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Amer. Ind	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Mid East	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Other	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0

Grand Total

Number of Cases for Agency.....: 0
 Number of Violations for Agency.....: 0
 Number of Warnings for Agency.....: 0
 Number of Cases with no name.....: 0
 Number of Cases non-officer initiated: 0

Race	KPr	Sex	Cases	Warn	Search		P/C	Arst	Viol	Status			Res
					None	Cons				Glty	Dism	Pend	
Caucasian	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
African	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Hispanic	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Asian	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Amer. Ind	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Mid East	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Other	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	M	0	0	0	0	0	0	0	0	0	0	0
	0	F	0	0	0	0	0	0	0	0	0	0	0
	0	U	0	0	0	0	0	0	0	0	0	0	0

BUILDINGS DEPARTMENT



1111 Bayou Road
La Marque, Texas 77568
409.938.9202

LA MARQUE DEPARTMENT OF BUILDING AND INSPECTIONS.

Building and Inspections

March 22nd 2010

The Planning and Zoning Commission evaluated on February 24th rezoning applications for the following properties:

1. 2351 Maxwell, to be rezoned from Single Family Residential to General Commercial the developer is to proposing a recreational vehicle park in close proximity to Highland bayou Park.
2. 810 Westward, to be rezoned from Single Family residential to General Commercial to allow the owners to lease the space to a daycare establishment and allowing them to continue with this use, which it has since 2003 with a brief period of vacancy at the end of 2010.
3. 4903 F.M. 1765, to be rezoned from Single Family Residential to General Commercial this property prior to zoning operated as ACE trucking company, and at this time it Galveston Limousine operates there. The owner seeks the rezone to add a building in this five acre tract.
4. 118 Industrial, to be rezoned from Single Family Residential to Mobile Home Park. This park has been in existence since January of 1974.

The Board of Adjustments allowed two variances on March 18th 2011.

1. 7123 Autrey they allowed a conditional use as a church following the unsuccessful attempt to rezone by the new owners at First Baptist Church. This is following the negative response from the neighbors in reference to rezone the property commercial, but their acceptance of a church operating in the building.
2. 821 Liliac was approved to pave over 27% of their front yard a variance of Section 71-22 of the City of La Marque Ordinances.

The apartment complex located at 1903 Main Street Horizon Meadows has completed all their final inspections, and will have their grand opening soon. Residents of La Marque are already living and enjoying the new complex.

The Building and Inspections department permitted four new single family residential homes the month of February and two thus far in March.

Code Enforcement

Code Enforcement is moving along, there were eleven citations on February, and two have been completely filed and twelve are nearing completion. We are including in those the homes to be demolished in District A in assistance with the Lake Area revitalization committee.

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: March, 2011

Printed: 3/22/2011

Page 1 of 1

CDEF2011-39 **Date:** 3/4/2011

Address: 705 Ave A

Status Open

Code Violation:

Cited By: Ana Tims

Graffiti

CDEF2011-41 **Date:** 3/9/2011

Address: 729 Eleanor

Status Open

Code Violation:

Cited By: Ana Tims

Dirty Pools

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

Code Compliance Summary

For: February, 2011

Printed: 3/22/2011

Page 1 of 3

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

Code Compliance Summary

For: February, 2011

Printed: 3/22/2011

Page 2 of 3

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

CDEF2011-28 **Date:** 2/21/2011 **Address:** 2414 Downey **Status** Open

Code Violation: **Cited By:** Ana Tims

High Grass/Weeds

CDEF2011-30 **Date:** 2/14/2011 **Address:** **Status** Open

Code Violation: **Cited By:** Ana Tims

CDEF2011-32 **Date:** 2/16/2011 **Address:** 611 Ross **Status** Open

Code Violation: **Cited By:** Ana Tims

Fire Protection

Illegal dumping (Criminal penalties)

Security of Vacant Premises

Unsafe Structures - Conditions

Unsafe Structures - Record

Unsafe Structures - Restoration

Vacant Premises (General)

Tenant Spaces

Unsafe Structures - Notice

Safeguarding Vacant Premises

Unsafe Structures - Method of Service

Garbage (rodents), Refuse & Other Waste

Street Add. Placement

High Grass/Weeds

Unlaw Deps Garbage, Rubbish

Demo (Substand. Bldg/Delap Fence)

Street Add. Display Required

General maintenance of exterior

Sanitation

Code Compliance Summary

For: February, 2011

Printed: 3/22/2011

Page 3 of 3

Property owner responsibility

Structural members must support loads

Maintenance of roofs and drainage

Disposal of Garbage

Accumulation of Rubbish or Garbage

Disposal of Rubbish

CDEF2011-34 **Date:** 2/24/2011

Address: 2027 Rosalee

Status Open

Code Violation:

Cited By: Ana Tims

Abandoned or Inoperable Vehicles

Junked Vehicles

Motor Vehicles

CDEF2011-35 **Date:** 2/24/2011

Address: 2024 Rosalee

Status Open

Code Violation:

Cited By: Ana Tims

Junked Vehicles

Motor Vehicles

CDEF2011-37 **Date:** 2/28/2011

Address: 2415 Cedar

Status Open

Code Violation:

Cited By: Ana Tims

Connection to sewer

Junked Vehicles

Abandoned or Inoperable Vehicles

Unlaw Deps Garbage, Rubbish

High Grass/Weeds

Sump pumps required

Sewage must be treated prior to disposal

All plumbing Shall function properly

All plumbing connected to sewer

Plumbing hazards shall be corrected

General

Permit Tally

For: February, 2011

Printed: 3/22/2011

Page 1 of 1

Permit Purpose	PRIVATE:					PUBLIC:				
	Permits	Const Value	Charges	Bldgs	Units	Permits	Const Value	Charges	Bldgs	Units
	4	\$0.00	\$165.00				\$0.00	\$0.00		
Commercial Electrical	4	\$0.00	\$114.31				\$0.00	\$0.00		
Commercial Mechanical	2	\$16,000.00	\$48.00				\$0.00	\$0.00		
Commercial Plumbing	3	\$0.00	\$115.75				\$0.00	\$0.00		
Demolition	1	\$800.00	\$25.00				\$0.00	\$0.00		
Improve Commercial/Indust Bld	2	\$18,900.00	\$80.00				\$0.00	\$0.00		
Improve SF Residential	5	\$11,490.00	\$115.75				\$0.00	\$0.00		
Mobile Home	1	\$0.00	\$15.00				\$0.00	\$0.00		
New	4	\$8,810.00	\$180.00				\$0.00	\$0.00		
New Commercial/Industrial Bldg.	1	\$425,000.00	\$3,525.00				\$0.00	\$0.00		
New SF Residential	7	\$923,790.00	\$4,038.00	7	7		\$0.00	\$0.00		
Repair/Remodel Comm/Indust Bldg.	3	\$93,450.00	\$1,222.98				\$0.00	\$0.00		
Repair/Remodel SF Residential	10	\$69,835.00	\$666.50				\$0.00	\$0.00		
Residential Electrical	14	\$0.00	\$497.15				\$0.00	\$0.00		
Residential Mechanical	7	\$19,971.00	\$137.10				\$0.00	\$0.00		
Residential Plumbing	17	\$0.00	\$572.27				\$0.00	\$0.00		
Service Inspection	2	\$0.00	\$40.00				\$0.00	\$0.00		
Sign	1	\$15,000.00	\$87.55				\$0.00	\$0.00		
TOTALS:	88	\$1,603,046.00	\$11,645.36	7	7		\$0.00	\$0.00		

Permit Tally For: March, 2011

Printed: 3/22/2011

Page 1 of 1

Permit Purpose	PRIVATE:					PUBLIC:				
	Permits	Const Value	Charges	Bldgs	Units	Permits	Const Value	Charges	Bldgs	Units
	3	\$0.00	\$0.00				\$0.00	\$0.00		
Commercial Electrical	5	\$0.00	\$425.94	1			\$0.00	\$0.00		
Commercial Mechanical	1	\$14,175.00	\$38.00				\$0.00	\$0.00		
Commercial Plumbing	5	\$0.00	\$284.50				\$0.00	\$0.00		
Demolition	1	\$0.00	\$25.00				\$0.00	\$0.00		
Improve Commercial/Indust Bld	3	\$7,700.00	\$75.00				\$0.00	\$0.00		
Improve SF Residential	8	\$40,730.00	\$300.00				\$0.00	\$0.00		
New	2	\$23,250.00	\$130.00				\$0.00	\$0.00		
New SF Residential	3	\$280,010.00	\$1,181.00	2	2		\$0.00	\$0.00		
Remodel	1	\$15,543.79	\$184.86				\$0.00	\$0.00		
Repair/Remodel SF Residential	3	\$5,675.00	\$65.00				\$0.00	\$0.00		
Residential Electrical	16	\$0.00	\$632.77				\$0.00	\$0.00		
Residential Mechanical	8	\$39,285.00	\$151.56				\$0.00	\$0.00		
Residential Plumbing	20	\$0.00	\$988.25	1			\$0.00	\$0.00		
Service Inspection	3	\$0.00	\$60.60				\$0.00	\$0.00		
TOTALS:	82	\$426,368.79	\$4,542.48	4	2		\$0.00	\$0.00		

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: March, 2011

Printed: 3/22/2011

Account Code	Account Description	Amount
01-2041-00-00	Deposits-Comm.Room/Highland Park	\$125.00
01-2092-00-00	Credit Card Fees	\$43.94
01-2093-00-00	Demolition / Lien Bond	\$25.00
01-3300-00-00	Re-Zoning Fees	\$200.00
01-3304-00-00	Pipeline Permit	\$200.00
01-3306-00-00	Liquor License/Alcoholic Bev.	\$87.50
01-3312-00-00	Building Permit	\$5,221.00
01-3313-00-00	Plumbing Permit	\$1,221.00
01-3314-00-00	Electrical Permit	\$1,555.08
01-3315-00-00	Mechanical Permit	\$188.00
01-3321-00-00	Alarm Reg/Permit Fees	\$740.00
01-3322-00-00	Public Information/Signature	\$6.60
01-3323-00-00	Coin Operated/8-Liner	\$60.00
01-3324-00-00	Highland Bayou Park Rental	\$525.00
01-3325-00-00	Plan Review Fees	\$850.00

Receipts by Account Code

For: March, 2011

Printed: 3/22/2011

Account Code	Account Description	Amount
01-3536-00-00	Fire Code Inspection Service	\$60.00
01-3621-00-00	Street Culvert Settings	\$76.00
01-3635-00-00	Community Room Rental	\$300.00
Total Receipts		\$11,484.12

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: February, 2011

Printed: 3/22/2011

Account Code	Account Description	Amount
01-2092-00-00	Credit Card Fees	\$25.55
01-2093-00-00	Demolition / Lien Bond	\$25.00
01-3300-00-00	Re-Zoning Fees	\$550.00
01-3307-00-00	Plat Fees	\$200.00
01-3309-00-00	Burial Permit	\$1,570.00
01-3311-00-00	Mobile Home Permit	\$15.00
01-3312-00-00	Building Permit	\$3,850.00
01-3313-00-00	Plumbing Permit	\$822.18
01-3314-00-00	Electrical Permit	\$889.65
01-3315-00-00	Mechanical Permit	\$140.00
01-3321-00-00	Alarm Reg/Permit Fees	\$2,141.20
01-3322-00-00	Public Information/Signature	\$39.30
01-3323-00-00	Coin Operated/8-Liner	\$16,305.00
01-3324-00-00	Highland Bayou Park Rental	\$150.00
01-3325-00-00	Plan Review Fees	\$1,222.98

Receipts by Account Code

For: February, 2011

Printed: 3/22/2011

Account Code	Account Description	Amount
01-3535-00-00	Fire Code Plan Review	\$1,285.00
01-3536-00-00	Fire Code Inspection Service	\$1,545.00
01-3635-00-00	Community Room Rental	\$300.00
Total Receipts		\$31,075.86

Inspections Log					
Scheduled	Day Inspected	Permit #	Approved/ Rejected	Date Sent to TNM or CPE	
March 1-31 2010					
127 Mustang Stampede- Plumbing ground	3/14/2011	P03-09-11-56	Approved		
2508 N. Houston Dr--Gas Test	3/15/2011	p03-14-11-67	Approved		3/15/2011
214 Hawks View--Building Foundation	3/15/2011	b02-25-11-73	Approved		
214 Hawks View--Electric t-pole	3/15/2011	e3-9-11-58	Approved		3/15/2011
307 Hawks View--building foundation	3/15/2011	B02-25-11-72	Approved		
307 Hawks View--Electrical T-pole	3/15/2011	E3-9-11-60	Approved		3/15/2011
305 Hawks View--Building foundation	3/15/2011	B01-28-11-36	Approved		
305 Hawks View--Electrical t-pole	3/15/2011	E3-9-11-62	Approved		3/15/2011
119 Paleos Flint--Building foundation	3/15/2011	B02-28-11-77	Approved		
119 Paleos Flint--Electrical t-pole	3/15/2011	E3-9-11-59	Approved		3/15/2011
119 Paleos Flint--Plumbing-sewer	3/15/2011	P03-09-11-58	Approved		
127 Mustang Stampede--Building foundation	3/15/2011	B02-28-11-75	Approved		
127 Mustang Stampede--Electrical t-pole	3/15/2011	E3-9-11-61	Approved		3/15/2011
127 Mustang Stampede--Plumbing sewer	3/15/2011	P3-9-11-48	Approved		
215 Splintered Arrow--Building-foundation	3/15/2011	B02-28-11-76	Approved		
215 Splintered Arrow--Electrical T-pole	3/15/2011	E3-9-11-63	Approved		3/15/2011
101 Sunset Falls--Electrical-T-pole	3/15/2011	E3-9-11-64	Approved		3/15/2011
101 Sunset Falls--Plumbing ground	3/15/2011	p03-09-11-56	Approved		
410 Avenue C - electrical meter	3/17/2011	E03-10-11-67	Approved		3/17/2011
1601 magnolia - gas test	3/17/2011	P03-15-11-68	Approved		3/17/2011
505 Honeysuckle-gas test	3/17/2011	P09-18-11-70	Approved		3/17/2011
222 Beatrice- all trades finals	3/17/2011	P01-14-11-13	Approved		
415 Duroux- electrical meter	3/17/2011	E03-02-11-51	Approved		3/17/2011
1900 cedar- electric meter	3/17/2011	E11-08-10-278	Approved		3/17/2011
2216 IH 45- t-pole and pre cover eelectrical	3/21/2011	E3-17-11-74	Approved-		3/21/2011
3131 Steveroy - water lines	3/21/2011	P3-18-11-71	Approved		
410 Avenue C - driveway	3/21/2011	B02-28-11-80	Approved		
1912 Evergreen Lane- partial re-pipe	3/21/2011	P3-18-11-72	Approved		
1411 Maple- Code Enforcement	3/21/2011		Complaint follow up for DEMO		
611 Ross- Code Enforcement	3/21/2011		Complaint follow up for DEMO		
5107 Lawndale - Code Enforcement	3/21/2011		Complaint follow up		
202 Lake- Code Enforcement	3/21/2011		New Complaint		
1109 Veronica- Code Enforcement	3/21/2011		New Complaint initiated		
1901 Rosalee- Code Enforcement	3/21/2011		Folow up on complaint DEMO		
308 Lake- Code Enforcement	3/21/2011		Follow up complaint on Demo		
2009 Bellview-Code Enforcement	3/21/2011	CDEF2011-47	Follow up complaint on Demo		
2011 Bellview- Code Enforcement	3/21/2011		New Complaint		
2013 bellview - Code Enofrcement	3/21/2011		New complaint Junk vehicle		
1908 Bellview - Code Enforcement	3/21/2011		Follow up on complaint		
2516 Bellview	3/21/2011		Follow up on complaint Demo		

Inspections Log					
Scheduled	Day Inspected	Permit #	Approved/ Rejected	Date Sent to TNM or CPE	
March 1-31 2010					
410 Ave C---ground & top out	3/1/2011	p02-28-11-42	approved		
410 Ave C---sewer	3/1/2011	p02-28-11-42	failed		
1101 Dolre---meter loop	3/2/2011	E03-2-11-52	approved	3/2/2011	
306 MLK---meter loop	3/2/2011	E03-02-11-50	approved	3/3/2011	
410 Ave C---Foundation	3/2/2011	b02-28-11-80	approved		
1903 Main Horizon Meadows # 1--building final	3/2/2011	b04-29-10-180	approved		
1903 Main Bldg #1--Electrical Final	3/2/2011	E08-04-10-180	approved		
1903 Main Bldg #1--Plumbing Final	3/2/2011	p06-15-10-170	approved		
1903 Main Bldg #1--Mechanical Final	3/2/2011	m09-20-10-109	approved		
1903 Main--Pool--Pool Final	3/1/2011	b09-30-10-371	approved		
111 Lake Rd--Gas test	3/3/2011	p01-14-11-12	approved	3/3/2011	
222 Beatrice--Driveway	3/3/2011	b10-13-10-396	approved		
4102 F.M. 519--Ceiling Cover	3/2/2011	b07-30-10-286	approved		
1501 Nasby---meter loop	3/2/2011	E03-01-11-48	failed		
415 Duroux---top out	3/2/2011	p02-14-11-30	approved		
506 Wisteria- electrical meter	3/4/2011	E3-2-11-54	Approved	3/4/3011	
215 Hawksview- electrical meter	3/4/2011	E01-07-11-12	Approved	3/5/2011	
222 Beatrice - gas test	3/4/2011	P01-14-11-13	Approved	3/5/2011	
2328 Newman Road- irrigation	3/5/2011		Approved		
1404 Iamar - Mechanical Final	3/7/2011	M03-02-11-24	failed		
1018 Prune- sewer line	3/7/2011	P3-4-11-45	Approved		
506 Wisteria- Electrical meter loop	3/7/2011	E3-2-11-54	Approved		
415 Duroux- Mechanical Rough in	3/9/2011	M03-03-11-29	Approved		
2619 Main- Sewer Line	3/9/2011	B2-21-44-38	Approved		
109 Mustang Stampede- all finals	3/8/2011	B10-13-10-394	Approved		
4102 FM 519 Irrigation partial	3/9/2011	B03-07-11-87	Approved		
1501 nashby- electrical meter	3/9/2011	E03-11-11-48	Approved	3/9/2011	
610 Ross- electrical meter	3/9/2011	E03-03-11-56	Approved	3/9/2011	
222 Beatrice-Mechanical Final	3/9/2011	M02-01-11-15	Approved		
3807 F. M. 1764- Service Inspection	3/9/2011	SI03-03-11-55	Failed		
232 Splintered Arrow- electrical meter	3/9/2011	E1-24-11-26	Approved	3/9/2011	
130 Sacajewa- electrical meter	3/9/2011	E1-24-11-27	Approved	3/9/2011	
859 Driftwood- electrical meter loop	3/9/2011	E11-18-10-280	Approved	3/9/2011	
2800 F. M. 1764- AC Final	3/9/2011	M02-18-11-21	Approved		
1903 Main building 2 - all finals	3/9/2011	E10-22-10-264	Approved		
606 Hollingsworth- Plumbing underground	3/9/2011	P03-03-11-44	Approved		
410 Avenue C- Plumbing Top Out	3/9/2011	P02-28-11-22	Failed		
1020 HWY 3 "B"- Service Inspectionq	3/9/2011	SI03-03-11-6	Approved		
410 Avenue C- all trades pre-cover	3/10/2011	B02-28-11-80	Approved		
3703 McKinney- foundation	3/10/2011	B02-25-11-69	Approved		
111 Longridge - gas test	3/10/2011	P03-10-11-68	Approved	3/10/2011	
415 Duroux- Brick ties	3/10/2011	B01-28-11-31	Approved		
115 Uniopn- gas test	3/10/2011	P03-10-11-66	Approved	3/10/2011	
112 Sacajewa- all trades precover and driveways	3/10/2011	B01-28-11-37	Approved		
525 Elmo - gas test	3/10/2011	P03-07-11-47	Approved	3/10/2011	
232 Splintered Arrow- gas test	3/10/2011	P01-20-11-15	Approved	3/10/2011	
130 Sacajewa Drive - gas test	3/10/2011	P01-20-11-14	Approved		
513 Reddingwood- electrical meter	3/10/2011	E3-9-11-65	Approved		
606 Hollingsworth - Foundation	3/10/2011		Approved		
1205 Lake - Plumbing Underground	3/10/2011	P03-10-11-62	Approved		
119 Paleos Flint- Plumbing underground	3/10/2011	P03-09-11-56	Approved		
215 Splintered Arrow- Underground Plumbing	3/10/2011	P03-09-11-57	Failed		
127 Mustang Stampede - plumbing underground	3/10/2011	P3-9-11-48	Failed		
214 Hawks View - plumbing underground	3/10/2011	P3-9-11-58	Approved		
307 Hawksview - plumbing underground	3/10/2011	P03-09-11-60	water failed underground passed		
305 Hawks View- plumbing underground	3/10/2011	P03-09-11-61	Approved		
1903 Mani Building 2 - bulding final	3/10/2011		Approved		
215 Splintered Arrow- Underground Plumbing	3/14/2011	P03-09-11-57	Approved		

[illegible]

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 No Show in Court	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 Officsite	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. Wylt	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

FINANCE DEPARTMENT

Memo

To: Eric Gage, City Manager
From: Karen Cooper 
CC: Members of City Council
Date: March 22, 2011
Re: Finance Department Report

General Fund is at 46% collection of all Budgeted Revenues with Expenditures at 44%, leaving an increase of \$125,056.

Utility fund is at 41% collection of all Budgeted Revenues with the exception of Cycle 1 Billing which is approximately \$167,298 and Expenditures at 36%, leaving an increase of \$205,427.

City received \$204,792 in sales tax for January 2011 with approximately \$153,594 going to the General Fund.

State Sales Tax Allocations from the Texas State Comptroller's office are coming in as expected in comparison to past history by the month with the exception of 2009 (Hurricane Ike related).

Field work and schedules for 2010 audit are in process with auditing firm, Null-Lairson.

Budget worksheets are being prepared for 2012 Budget and Finance will begin working with Department Heads in the next few weeks.

Meter Readers have begun to work vacant with consumption accounts in the last week, and found several accounts owing the City monies. We are in the process of collecting those monies and getting the patrons in compliance with City policy.

EDC DEPARTMENT

EDC Director's Report

- The City Manager, Eric Gage has asked me to spearhead a project that includes the design and possibly the location of new City of La Marque entrance signs
- I said I would be happy to do that
- A quality city identifier that can be seen from I-45 near Gulf Greyhound Park and the Wal-Mart area is very important in my opinion
- The idea for the new entrance signs is for them to be first class and stand out
- They will be an asset to the City since it is one of the first things visitors and prospects see
- I will contact TxDOT to find out the procedure to place a sign in the right of way like Texas City has done recently near I-45
- I will also submit design ideas to Mr. Gage as soon as possible

- Have been working on several print ads that will promote the city

- A&A Machine and Fabrication is moving forward on their expansion

- The new dental office that is being built on the corner of Cedar Drive and Lake Road is moving forward
- Site preparation is being completed now and the slab should follow shortly

- Received several calls about the "Tejas" building this month from interested parties
- Showed the building once

- "Texas Pitstop BBQ" on Main is actively making renovations to their property
- They will be open for business in the coming weeks

ORDINANCE NO. 1045

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF, A TRACT OF LAND LOTS 31 & 32 OF WESTRIDGE, A SUBDIVISION OF RECORD IN Vol. 254-A, PAGE 68 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS FROM SINGLE FAMILY RESIDENTIAL TO MOBILE HOME PARK; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Clent Brown (the "Applicant") owner of the property has purchased the tract of land described LOTS 31 & 32 OF WESTRIDGE, A SUBDIVISION OF RECORD IN Vol. 254-A, PAGE 68 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") made part hereof for all purposes; and

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

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

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

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of the certain tract of land described as A TRACT OF LAND CONTAINING LOTS 31 & 32 OF WESTRIDGE, A SUBDIVISION OF RECORD IN Vol. 254-A, PAGE 68 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS is hereby changed from Single Family Residential to Mobile Home Park as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

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

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

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ____ day of _____, 2010.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2010.

Geraldine Sam Mayor
City of La Marque, Texas

ATTEST:

Carolyn Anderson, City Clerk

01054

DATE
12/13/73

RECEIVED
OF

CLINT BROWN

16

AD. 116 INDUSTRIAL

M/H PARK PERMIT #16

DOLLARS \$36.00

ACCT. NO. EXPIRES JAN. 1, 1974

OFFICIAL RECEIPT
CITY of LA MARQUE

322 Laurel Phone WE 8-7201
LA MARQUE, TEXAS

☐ CASH ☒ CHECK
☐ MONEY ORDER ☐ DRAFT

by

Thank You

317-2 ☐ m

19 73

THIS PERMIT ISSUED TO CLINT BROWN
FOR THE OPERATION OF 248 INDUSTRIAL M/H PARK
LOCATED AT 116 INDUSTRIAL, LA MARQUE, TEXAS
subject to provisions of Ordinance No. 313 regulating the inspection of mobile home parks.

NUMBER OF MOBILE HOME SPACES: 3

THIS PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE

Expires JAN. 1, 1974 of year issued.

Issued this 13TH day of DECEMBER, 1973

Ruf Brock
City Clerk

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
January 14th 2010**

MEMBERS THAT WERE PRESENT: Carlton Getty
Mr. Drisdale New Member of Planning
Andrew Kantowski

STAFF THAT WAS PRESENT: Ana Tims, Building Official
Victor L. Cervantes, Deputy Clerk

OTHERS THAT WERE PRESENT: Clint Brown
Alex Getty

Item 1 – CALL TO ORDER:

Meeting called to order at 2:38 p.m. by Mr. Getty

Mr. Getty stated that we would forego the acceptance of the minutes from the previous meeting because none of the members today were present at that time.

Item 2 – NEW BUSSINESS

- 1. Discuss Approve and Appoint a new chairman to the Planning and Zoning Committee.**

Mr. Katwoski made a motion that Mr. Getty be appointed as chairman of the Planning and Zoning Committee. Mr. Drisdale New member seconds the motion and the motion passes unanimously.

- 2. Discuss Approve and Appoint a new vice-chairman to the Planning and Zoning Committee.**

Mr. Isdel (New Member) made a motion to nominate Mr. Katwoski as vice-chair person for the Planning and Zoning Committee the motion passed unanimously.

- 3. CONSIDER AND DISCUSS THE WAL-MART AREA FUTURE DEVELOPMENT REGARDING SUBMISSION AND DRAINAGE.**

Mrs. Tims stated that she would allow Alex Getty to speak about the development that t is proposed for that area. Mr. Alex Getty states that there are roughly one hundred and five acres in the city of La Marque; he added that the area borders Texas City and is unique in that aspect. Mr. Alex Getty stated that we know the area is going to develop, but he wants to ensure that it develops properly. Mr. Getty

stated that he feels that a master plan should be developed for water and sewer before anything progresses too far. Mr. Alex Getty added that the area could be hindered if it is not planned correctly. Mr. Alex Getty stated that he is meeting with the Texas City, City Engineer Doug Kipniper to discuss what their plans are with the Texas land the connectivity of the streets, and how they plan to get rid of sewer when it develops. Mr. Alex Getty stated that it was preliminary at this time, but there are active discussions at this time. And a master plan was important.

Mr. Kantowski stated that it is a sum of money that someone would have to come up with for measurements. Mr. Alex Getty stated that it was not necessarily true, and the developers would be the ones to come up with the money for the master plan. He added that one of the problems in the past is that they do not own all the property and the city was looking for a master plan for the whole one hundred and five acres, and if a developer only, owns twenty acres they may not want to pay for the master plan for all the acreage and incur the cost of the whole thing. Mr. Alex Getty stated that something has to be worked out because we do not want to hush something together.

Mr. Kantowski stated that we do not want to do something, and if we need more there is none there. Mr. Getty stated that what happened was that Wal-Mart was allowed to come in and they got special permission to do what they did even though there was no master plan, but we wanted them so bad that the city council allowed them to do what they did. Mr. Getty added that then the strip centers around there did the same thing, the owners of the property would not comply with the city's request they would sell the property and they ran into developers who bought the property, and the city was telling them they couldn't but it was not their fault and all that was done, without a plan. Mr. Getty stated that twice before the city has said that they were going to make a master plan, but they have allowed it, but he believes we are strong enough to state that we are not going to allow it anymore.

Mr. Getty stated that we got several things we got to look at, we got water going out towards the freeway and the state is going to control that and the state is going to control that and you got water going to FM 1764 and the drainage recovers all that and they got that giant ditch behind all that that covers Wal-Mart and recovers everything. Mr. Getty stated that it was a 100-year flood ditch and covers everything in that flood plain and extends into Texas City, but you have to get the water over there too. Mr. Getty added that there is where the master plan comes in and the internal drainage water and sanitary sewer, but until we come up with a plan we just don't want any more development and that has been the problem. Mr. Alex Getty stated that we know it was going to develop at some point and we just want to do it the right way. Mr. Alex Getty asked if anyone had any questions. Mr. Kantowski stated that that was right it was going to be a hot spot, and we did not know what was going to happen, or what is going to go on. Mr. Kantowski stated that we did not want to sell ourselves short out there, and put a small line out there and need a big line; he stated it would be the same way with the power too. Mr. Kantowski asked how far were we covered as far as our water goes and how far can we pump water from the facilities that we have. Mr. Getty stated that we had plenty of water, he guessed that if they build enough hotels we could run a little short but if it is a big store, or strip centers we would be fine and the sewer is the same thing. Mr. Getty

stated that we did not have anything for the west and that is what makes it so developable all you have to do is come up with a plan. Mr. Getty stated that if we work in the right direction the city has the right idea at this time.

4. CONSIDER, DISCUSS AND REVIEW THE WESTERN PORTION OF THE CITY BORDER LINE TO STUDY FUTURE GROWTH FOR ANEXATION

Mrs. Tims stated that this goes hand in hand with the previous topic, and asked the board members to keep it in the back of their minds and when new projects come in we can not back down. Mr. Getty stated that any building out to the west side we would also like to require over sizing the lines so the next guy on can come in, and that is where the EDC comes in and they sometimes cover those costs if it is feasible to do that. Mr. Getty added that the city has an expansion policy that requires them to do that but they only have to cover a regular size line if they have a 12 inch line and we decided we want a 18 inch line we would pick up the difference Mr. Katwoski stated that we are basically going by standards of what standards are for other general standards like Mr. Getty said if there were going to be five hotels coming in we would never start to put little pipe in we would put the eighteen pipe instead of what is normally standard for a general standard. Mr. Getty stated that he thinks that any time you have a development like that you try to guess what is going to come in and you do an assessment. Mr. Getty stated that when Wal-Mart came in they figure it be commercial, he added that he did not foresee a hotel coming in when the can put one up across the street on cheaper property. Mr. Getty asked if there was anything further on that item

5. CONSIDER, DISCUSS AND REVIEW FUTURE DEVELOPMENT AND GROWTH ALONG CEDAR DRIVE AND BAYOU ROAD FOR COMMERCIAL DEVELOPMENT

Mr. Getty stated that of course we had the Dollar General. Mr. Tims stated that the Animal Alliance pulled back their plans because of lack of funding. Mr. Getty asked if they were going to sell their property. Mrs. Tims stated that they were going to wait and get new funding. Mr. Getty stated that there is a property across the street that is five acres that is in an estate that has an old house, and that would be a nice commercial piece of property Mr. Getty stated that down Cedar. Mrs. Tims stated that on Bayou there are two pieces of land right across from the school district. Mr. Katwoski asked if that was the church's property in the corner of Scott and Bayou. Mr. Getty asked if that was commercial, and stated that there were houses all around it. Mr. Kantowski stated that the only place that was not residential was in front of it. Mrs. Tims sated that it had the potential to become commercial because of how big it was. Mr. Getty asked what was the school property zoned. Mrs. Tims stated that it was zoned public. Mr. Getty stated that if they turned loose some of that property we would have to have it zoned Mr. Katwoski asked if it was the property where the high school stadium was at. Mr. Getty affirmed that this was the property. Mr. Katwoski stated that they had a Pre-K there. Mr. Getty stated that they have the early childhood development there but it has been moved back to Lake Road. Mr. Getty added

that they moved it there after the hurricane because they had problems at Lake Road but he thinks the whole thing is basically empty except for the bus terminal and the stadium. Mr. Getty stated that he does not know what their plans are but that is certainly something that the city ought to address but that is more up Alex's alley. Mr. Katwoski stated that he was just talking about loosing students the other day so that helps to put it up for commercial but we would like to see a turn around and need a school there it is probably what they would really like. Mr. Getty agreed and stated that the school district is like any government and they are jealous and hanging on to property. Mr. Getty added that he did not mean that in a bad way but there is a need for it when there is need for schools, but when we are loosing population. Mr. Getty asked if we had four or five elementary schools in the district. He stated that he did not remember. Mr. Katwoski stated that he had a number that we were loosing every year of student populous that is crazy numbers that keep going down and down. Mr. Getty stated that the possibility was there that the property could become available on the corner of Magnolia and Bayou. Mr. Getty asked if there was anything else on this item. No one had any additional items.

6. COMMENTS AND REQUESTS FROM THE COMMISSION MEMBERS AND CITY STAFF

Mr. Getty asked if there were any comments, and he asked if there were any comments from the board members. Mr. Drisdale asked if he could get some information on all the zoning rules. Mr. Getty asked if he needed a copy of the zoning ordinance Mr. Drisdale informed the board that he worked in the same kind of position in League City from 2004 to 2007 he added that he has been away from it for the last four years, and he needs to get back into it and see what La Marque offers. Mr. Getty asked if there was anything else he could need. Mrs. Tims stated that all he needed to do is give the Building and Inspections department a call, and they would go from there. Mr. Kantowski stated that he was glad to be appointed to the board. Mr. Getty asked if we would have a regular scheduled meeting. Mrs. Tims stated that we would schedule monthly the second Thursday of the month at 2:30 PM. Mr. Getty added that we could add to the agenda part of the Zoning Ordinances so the board can become familiar and there can be a little education. Mr. Getty stated that he did not know how much we could cover, and he knew people would not want to be at the meeting all afternoon but if we could have a fifteen or twenty minute discussion or education on the ordinances maybe we could get through it in the next several months. Mr. Getty added that his concern was that if we get a major project going in front of the board he would not like the board to be trying to learn what the zoning ordinances are and what the board is supposed to do and graduate into it then it would be a good thing. Mrs. Tims stated that it would not be a problem. Mr. Kantowski stated that he was all for it.

7. CONSIDER AND DISCUSS THE PROPOSED ORDINANCE FOR MOBILE HOME PARKS

Mr. Getty asked if the ordinance was what has been passed out. Mrs. Tims stated that she would like the board to review it before she presents it to council. Mrs. Tims added that she would like the board's input on what she drafted. Mr. Getty asked if it was an amendment. Mrs. Tims answered that it was an amendment to the existing ordinance. Mr. Getty asked if it changed the entire section related to mobile homes. Mrs. Tims stated that basically it requires screening around the mobile homes, and it sets up a

yearly permit which includes a fee and makes either the property owner, or the property manage more liable, and gives more teeth to the ordinance in municipal court to abate the nuisances, ensure cleanliness and assist officers to clean the City of La Marque more. Mr. Getty stated that from that aspect on paragraph (d) it states that it shall be an offense for the owner to have it be damaged or destroyed. Mr. Getty asked if there was a notice provision. Mrs. Tims stated that the protocol was that any is given a ten day notice and Code Enforcement would much rather work with the citizen than take them to court. Mr. Getty stated that he understands but from a legal standpoint and as a defense lawyer looking at it is very vague. Mrs. Tims stated that the norm is a ten day rule and that could be added, but more time could be given also. Mr. Getty asked who made the determination that it has been damaged enough to be repaired. Mr. Getty asked if Mrs. Tim's office does so. Mrs. Tims stated that initially it would be the code enforcement office, and if it gets to court then it would be prosecutor. Mr. Getty stated that he understands but the prosecutor does not make that decision he just enforces it once someone has made that decision. Mr. Drisdale asked if within the code enforcement we had set standards for example if it is one slat out of a wooden fence. Mr. Getty stated that that was what he was getting at. Mrs. Tims stated that there is no black and white guide line. Mr. Getty stated that in the Southern Standard Building code there is a set standard. Mrs. Tims stated that they did away with the Southern Standard Building code Mr. Getty stated that it is into the universal, or whatever it is called. Mr. Katwoski stated 1997 Universal Mr. Drisdale stated that we use IBC and IRC. Mr. Getty asked if they had specific guidelines. Mrs. Tims stated that they did. Mr. Getty stated that all he is suggesting is that we might want to be a little more specific about what we enforce, particularly if it is a criminal offense because it puts the city in a very difficult position to prosecute with a vague ordinance and the notice. Mr. Getty added that we has to be able to provide notice so they have an opportunity to correct it, and he knows that is the policy and we ought to say that in there. Mrs. Tims stated that we could add to it a ten day notice. Mr. Getty stated that he thought ten days were probably sufficient to do that. Mrs. Tims stated that it can also say becomes decayed as per ICC standards or per adopted codes. Mr. Getty stated that he did not know. He also asked if it addresses that in the ICC. Mrs. Tims stated that they do address it when it becomes a health safety. Mr. Getty asked if that was what we were looking for. Mrs. Tims stated that we could just state per codes adopted by ordinance because we might change from 2003 to 2009. Mr. Getty stated that it would probably be fair also in the notice as a matter of policy to let people know what standard we are using. Mr. Drisdale stated that we need to reference the code. Mr. Getty stated that it was fine, and he just wanted to know that we give proper notice. Mr. Getty stated that it also calls to be a criminal offense to but it does not state anything about a penalty. Mrs. Tims stated that in the ordinance any violation is a fine of 500 to 2,000 dollars. Mr. Getty asked if we had a general penalty clause in the ordinance code that provides for that. Mrs. Tims stated that we do. Mr. Getty asked if the city ever adopt the \$2,000 fine per day for health and safety. Mrs. Tims stated that we have a 500 to 2,000 fine, and we can implement a 1,000 civil penalty per day.

Mr. Getty stated that on the next page on paragraph (a) it looks redundant about a license fee are the non-refundable fees the same an application fee set by city council or is that just an application fee? Mrs. Tims stated that there would be an application fee which would be applicable for the first year, and then there would be a yearly renewal fee. Mr. Getty stated that it says a non-refundable fee set by city council shall be accompanied and than it says the licensing fee shall be determined by city council it sounds redundant. Mr. Getty stated that it was the reason why he was wondering if it was an application fee, and if there is then that is fine, but he needed to clear his mind if there is an application permit and an application for a license, or is that just an

application fee. Mrs. Tims stated that the application fee would be paid, and it would be effective for the first year and then the yearly permit would fall into place. Mr. Getty stated that Mrs. Tims is talking about a permit and a license, and they are two different things. Mr. Getty asked if they would have a license, or a permit. Mrs. Tims stated that she guesses license would be the most appropriate thing to have there. Mr. Getty asked if it was going to be transferable. Mr. Getty asked if he sold his mobile home park would he have to get another license, he stated that we were wondering between a permit and a license, a license is for individuals and that makes sense. Mr. Getty asked if the renewal was a different price from the first one. Mrs. Tims stated that it is a different fee and council will determine what that fee is. Mrs. Tims states that she suggested a fee schedule and you can see it in the fourth page lowers the renewal fee in comparison with the initial fee for the permit. Mr. Getty stated that the idea is inspection initially Mr. Getty stated that on the next page it looks inconsistent to him on paragraph (f) and (i) Paragraph (f) says the licensee who is the mobile home owner should be responsible for supervising the placement of the mobile home, but then in (i) the responsibility for the placement of the mobile home is the home occupant. Mrs. Tims stated that we could just scratch (i) off. Mr. Getty stated that he did not know that we want to. Mrs. Tims stated that it is putting the responsibility on both the owner of the park, and the resident of the mobile home. Mr. Getty stated that the license he thinks should have to be responsible. Mr. Getty stated that it was all he had on it. Mr. Getty asked if Mrs. Tims wanted to redraft it and send it to the members for review and revisit at the next meeting. Mrs. Tims stated that she would do that. Mr. Getty asked if that was ok with everybody. Mr. Kantowski replied sure. Mr. Drisdale stated that it was fine with him. Mrs. Tims stated that to warn the board her next project is signs. Mr. Getty stated that those always fun signs have been a vein in the city's existence since the city begun. Mr. Drisdale stated that he had done those before. Mr. Getty asked if there was anything else on the mobile Home Park.

8. ~~Discuss Re-zoning of property described as ABST 150 PAGE 2 LOT 31 WESTBRIDGE~~

Mrs. Tims stated that she was removing that from discussion. Mr. Getty stated ok if you are not ready for that. Mr. Kantowski asked if we could hear Mr. Brown's case. Mrs. Tims stated that unfortunately there has to be an application made to the city and a mail out to everyone in a 200 foot radius has to be notified of the intent to re-zone. Mr. Kantowski asked if we could do that before we received the application. Mrs. Tims stated that we could not hear the case until we received the application. Mrs. Tims stated that it had to go through the process, and we had to hold a public meeting.

Mr. Brown stated "you mean you can't hear me today" Mrs. Tims stated that we could hear Mr. Brown's comments now, but we could not re-zone the property. Mr. Getty stated that there is nothing on the agenda he added that we are part of that records stuff too and we need to get him on the agenda so he can tell us what he needs to tell us. Mr. Brown stated that he hated to keep going back and this has been an ongoing thing for a while. Mr. Getty asked what was Mr. Brown seeking, a re-zoning? Mr. Brown stated that he has a copy of the ordinance for trailer parks, and he does not own a trailer park he owns a piece of property that is two lots and three individual trailer spaces on it, sewer, water and lights. Mr. Brown stated that in 1960 the city inspectors name was Kent Trail. Mr. Getty

stated that before we got too much into it what it that Mr. Brown was seeking was. Mr. Brown stated that he needed a variance because a mobile home park has four trailers in it and he only has three. Mr. Getty asked what the process was. Mrs. Tims stated that she suggested to Mr. Brown to rezone the property he is currently zoned light industrial, and he has trailers. He had one specific trailer that was removed off the property for over eight months therefore he does not qualify for the allotment of replacing a trailer once to avoid a recurrent problem he would need to rezone the property. Mr. Getty told Mr. Brown that the board was not able to do anything for him today because there is nothing on the agenda, and as he can see this was an organizational meeting, and all he can do is ask Mr. Brown to get with city staff to be directed as to what needs to be done to get on the official agenda and what is appropriate. Mr. Brown asked what gave the commission the right to deny a person who had been grandfathered in since 1960 because that came from Austin that allows that. Mr. Brown stated that it gets into legalities. Mr. Getty stated that he does not know that the commission th that but the law provides for certain things. Mr. Brown stated that it should be grandfathered in Mr. Brown stated that he had never had any problems until Ana took over as inspector and he thinks the ordinance was passed in 2005 but he was never aware of that so he is still grandfathered in so he shouldn't have any problem but the problem is that the man wants to rent one space and it has been 180 days since a person was on the space and the light is on. Mr. Getty stated that there are several ordinances in effect the zoning ordinance, the manufactured housing ordinance and he really needs to get with city staff to know what he is or is not allowed to do where he is if the board can do something, and Mr. Getty states that he does not know if he can they will get it on the agenda, and we can see what we can do. Mr. Getty added that weather the board can grandfather the space or not and he does not think they can but Mr. Brown needs to get with city staff so they can figure out what he needs. Mr. Brown stated that he has already gotten with city staff he got with the city manager, and he gave Mr. Brown the variance Mr. Brown stated that he went that far, but now he is trying to go to this but regardless of what it takes, weather it takes money, or an attorney but he needs to get it straight. Mrs. Tims stated that they just need to go through the procedure. Mr. Brown needs to apply and application has to be on file, neighbors have to be informed. Mrs. Tims stated that most of it was industrial, there needs to be a public hearing where people can voice their opinions and that a re-zoning can be granted. Mr. Getty stated that if it was a zoning issue ten Mr. Brown was in the right spot the commission can decide whether or not they can grant a variance from the Manufactured Home Ordinances. Mr. Getty stated that he does not believe the board has that authority that is a city council issue. Mr. Kantowski stated that we do not know because he had three trailers, had there been four Mr, Brown would have been a mobile home park. Mr. Brown stated that it was not a mobile home park it was private. Mr. Kantowski stated that the grandfather would fall in place if the property was a mobile home park. Mr. Brown stated that he was never a park; he made the application for it. Mr. Kantowski stated that the easiest way was for Mr. Brown to get an application before we get another meeting and notify the

neighbors so we can do the zoning part of it. Mr. Brown stated that the ordinance is just kind of a guideline for it and it is not in stone because a lot of it can't be. Mr. Getty stated that the city has regulated mobile homes for almost the entire existence of the city. Mr. Brown stated that in the 60's they did and he made an application, but it was refused because it was only three trailers. Mr. Getty told Mr. Brown that if the ordinance says that he has to have four to be a mobile home park than he is not a mobile home park he is something else. Mrs. Tims stated that he could be rezoned to be allowed to have mobile home parks there but he does not have to be a park. Mr. Kantowski asked Mr. Brown to turn in the application so the board can see what they could do to get him rezoned. Mr. Brown stated that it is so simple. Mrs. Tims told Mr. Brown that they could not do anything without the application. Mr. Getty stated that they could not do anything as an official body without having it properly on the agenda and to be on the agenda an application has to be filed if Mr. Brown wants to begin the process.

Item 3 – ADJOURNMENT:

Mr. Getty made a motion to adjourn at 3:15 p.m. Mr. Kantowski seconds and the meeting was adjourned.

Carlton Getty
Chairman

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

MEMBERS THAT WERE PRESENT: Carlton Getty
Mr. Drisdale
Andrew Kantowski
Norman Koneman

STAFF THAT WAS PRESENT: Ana Tims, Building Official
Victor L. Cervantes, Deputy Clerk

OTHERS THAT WERE PRESENT: Clint Brown

Item 1 – CALL TO ORDER:

Meeting called to order at 2:30 p.m. by Mr. Getty

Item 2 – NEW BUSSINESS

1. APPROVAL OF MINUTES --

1. Regular Meeting of August 20th, 2008
2. Regular Meeting of January 14th, 2009

The minutes will be reviewed closed at a later time due to not being included in the packet.

**2. CONSIDER, DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS
ABST 150 PAGE 2 LOT 31 WESTRIDGE**

Mr. Getty confirmed that this was Mr. Browns property. Mrs. Tims informed the board that the property has been used for the rental of mobile homes since 1960. She also informed that there appears to be no objection to it being rezoned and everyone who resides within a 200 foot radius from the property has been informed of the intent to rezone as well as publication in the Galveston County Daily News. Mr. Getty stated that there was one response from Myra Delolio and it stated that she did not have a problem with the rezoning. Mr. Kantowski was informed that the property was located on the corner of industrial, and Martin Luther King. Mr. Kantowski made a motion to approve the rezoning of the property located at 120 Industrial Mr. Koneman seconds the motion and the motion passed unanimously. Mr. Brown asked why he had to go through the rezoning process. Mr. Getty stated that the board was rezoning the property because an application was made to the city; he further added that if he was advised by city staff to submit an application Mr. Getty is not sure why. But it was Mr. Browns request to

rezone, and the board acted on that. Mr. Getty also informed Mr. Brown that according to the Building Official Mrs. Tims Mr. Brown is now ok to maintain the mobile homes on the property. Mr. Koneman added that the zoning law was enacted many years after Mr. Brown begun placing mobile homes in the property and he is not sure how it was zoned industrial, but that is what the board is trying to do and correct some of those errors. Mrs. Tims stated that the zoning ordinance was adopted in 2005. Mr. Getty stated that there was a charter provision that required it to be done in the 80's. Mr. Koneman stated that there was another election to reaffirm it.

3. CONSIDER AND DISCUSS THE PROPOSED ORDINANCE FOR MOBILE HOME PARKS

Mr. Getty stated that there was a proposed mobile home ordinance in the packet; he asked if it had been reviewed by the City attorney. Mrs. Tims indicated that it had been looked at briefly, but had not had a formal review. Mr. Getty stated that his concerns were in 13 (c) screening it stated that the maximum height of the fence shall be six feet he asked if there was a minimum requirement. Mr. Getty asked if the purpose of the fence was to be a site buffer, should the six feet be a minimum instead of a maximum. Mr. Koneman stated that he thinks we ought to make it six feet. Mr. Getty asked if we needed to restrict the height. Mr. Kantowski stated that the maximum came from the city's residential restrictions. Mr. Getty suggested that we change the wording of maximum to minimum of six feet Mr. Getty also addressed (h) the materials that may be used for fencing he pointed out that it states all materials shall be repaired and painted and was there an intention to paint materials such as Cedar and Redwood. Mr. Getty suggested that if we state that it shall be maintained in good repair it will be sufficient for our purposes. Mr. Getty indicated that the notification of non-repair should be a written notification to protect the building official. Mr. Getty also pointed out paragraph (f) in which it states that the owner or occupant shall repair the fence. He stated that when prosecuting those who do not repair their building and possibly the occupant. Mr. Getty stated that the mobile Home park owner should be the one responsible for the park, not the occupants. Mr. Getty also pointed out on paragraph (g) the person desiring to install should be changed to required to install. Mr. Getty also asked where the fees came from. Mrs. Tims stated that the fees were taken from a similar size city in the Dallas area that has an ordinance similar to the proposed ordinance. Mr. Getty inquired about the application fee. Mrs. Tims stated that the application fee is a one time fee once they are established there would not be a new application fee. The existing mobile home parks would fall under their existing application, but they would have their yearly fee. There also is a pre existing requirement to apply to be a mobile home park. Mr. Getty stated that if the corrections that he would like to see were made the proposed ordinance will be ready to propose to council. Mr. Getty also asked to have the proposed ordinance reviewed by the city attorney, and have his comments included. Mr. Koneman stated that council will require an open meeting for the ordinance as well. Mrs. Tims asked if the board wanted a maximum height on the fence. Mr. Kantowski stated eight feet. Mr. Getty stated six to eight should be sufficient. Mr. Koneman stated that six is pretty standard.

4. DISCUSS CITY OF LA MARQUE'S CODE OF ORDINANCES, SECTIONS 71-1: AUTHORITY, 71-2: PURPOSE, 71-3: ADMINISTRATIVE ENFORCEMENT AND FEES AND 71-20: SCHEDULE OF DISTRICT REGULATIONS

Mr. Getty asked if anyone had any comments on these ordinances. Mrs. Tims stated that the ordinance that she had difficulties with is 71-20 because there is not a minimum size proposed for commercial buildings. She also stated that according to the adopted International Building Codes a building that is under 200 square feet does not have to be permitted, and by so she has no control over the buildings that are being ran in the city that are below this 200 square footage size. Mr. Getty pointed out that minimum sizes for C-1 and C-2 were all 0 across the table. Mr., Getty stated that it ought to be at least a thousand feet. Mr., Drisdale stated that it could be at least five hundred, and we could vary it. Mr. Kantowski stated that we at least need to make sure that we get out of the loop hole of no need for permits on buildings that are less than two hundred square feet. Mr. Kantowski asked about sites where buildings are wheeled in. Mrs. Tims stated that it would fall under a portable building, and it is also considered a temporary building. Mr. Getty stated that five hundred square feet would be fine. Mrs. Tims stated to the board that she would have to present this change to council. Mr. Getty stated that he can see that it is a problem and the planning and zoning board would like to see it corrected. Mr., Getty asked Mrs. Tims to recommend the change to council on behalf of the Planning and Zoning Committee. Mrs. Tims stated that she would present a draft to the city attorney, as well as to the board before presenting it to council.

5. Approval of minutes

1. Regular Meeting of August 20th, 2008
2. Regular Meeting of January 14th, 2009

Mr. Koneman stated that he will review the minutes from August of 2008 and make notations. Mr. Getty stated that he did not what the minute's verbatim, and will revisit next meeting

6. CONSIDER, DISCUSS AND APPROVE A VARIANCE TO SETBACKS FOR PROPERTY DESCRIBED AS ABST 150 PAGE 1 LOT 19 BLK 2 ROSEWOOD ADDN; 801 RAYMOND.

Mr. Getty stated that this was going to be passed. Mr. Getty asked what the setbacks that were being asked variances on were; Mrs. Tims informed him that they were side setbacks, and back setback to reconstruct a garage on an existing slab that has plumbing on it.

7. COMMENTS AND REQUESTS FROM THE COMMISSION MEMBERS AND CITY STAFF

Mr. Getty asked if there were any comments. Mr. Katowski stated that there needs to be nuisance guidelines for businesses. Mr. Koneman will look at the minutes from 2008 and make comments on them. Mr. Getty added that the minutes appear to be verbatim and the board does not want them that way.

Item 3 – ADJOURNMENT:

Mr. Getty made a motion to adjourn at 3:10 p.m. Mr. Kantowski seconds and the meeting was adjourned.

Carlton Getty
Chairman

ORDINANCE NO. 1046

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF, A TRACT OF LAND LOTS FOUR (4), FIVE (5), AND SIX (6), IN DIVISION "T" OF COOK AND STEWART SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, James Gartrell (the "Applicant") agent of the owner of the property Watertight Holdings has purchased the tract of land described LAND LOTS FOUR (4), FIVE (5), AND SIX (6), IN DIVISION "T" OF COOK AND STEWART SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") and being more particularly described in Exhibit "A" made part hereof for all purposes; and

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

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

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

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of the certain tract of land described as A TRACT OF LAND CONTAINING LAND LOTS FOUR (4), FIVE (5), AND SIX (6), IN DIVISION "T" OF COOK AND STEWART SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY

CLERK OF GALVESTON COUNTY, TEXAS is hereby changed from Single Family Residential to Mobile Home Park as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

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

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

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the _____ day of _____, 2010.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the _____ day of _____, 2010.

Geraldine Sam Mayor
City of La Marque, Texas

ATTEST:

Carolyn Anderson, City Clerk

EXHIBIT "A"
ORDINANCE NUMBER 1046
LEGAL DESCRIPTION
TRACT DESCRIPTION
(27.565 ACRE TRACT)

DESCRIPTION of part of lots 4, 5, 6, and 7, in division "T", in the Cook and Stewart Subdivision, of the John D. Moore League, in Galveston County, Texas, According to the plat recorded in volume 81, Page 526, of the Galveston county Records;

BEGINNING at a set 3/8" iron rod in the North Line of Lot 7, said point lying S 89°17'W, a distance of 62.75 feet, from the Northeast Corner of Lot 7 and said point lying in the South right of way line of Maxwell Street, formerly Cedar Street;

THENCE from said beginning point, N89°17'E, along the North line of Lots 7,6,5,4 and along the South right of way line of Maxwell Street, at a distance of 62.75 feet, cross the northeast corner of Lot 7, in all, a distance of 830.48 feet, to a ½ " rod, in the Westerly bank of a tributary of Highland Bayou;

THENCE in a Southerly direction, along the meanders of the high bank of said tributary and the high bank of Highland Bayou as follows:

S53°43' 42"W, a distance of 18.76 feet,
S04°27'02"E, a distance of 9.63 feet,
S23°47'34"E, a distance of 441.09 feet,
S18°59'26"W, a distance of 428.31 feet,
S19°01'39"W, a distance of 61.47 feet,
S33°30'26"W, a distance of 71.14 feet,
S51°50'32"W, a distance of 122.41 feet,
S28°32'29"W, a distance of 98.52 feet,
S34°34'20"W, a distance of 54.31 feet,
S47°53'26"W, a distance of 224.66 feet,
S33°57'21"W, a distance of 352.46 feet,
S75°39'04"W, a distance of 60.06 feet,
S75°39'04", a distance of 60.06 feet,
N50°32'57"W, a distance of 136.11 feet,
S85°55'52"E, a distance of 28.40 feet,
N17°33'37"E, a distance of 335.85 feet,
N79°25'00"W, a distance of 36.48 feet,
S21°31'42"W, a distance of 302.35 feet, and
S00°48'47"W, at a distance of 22.00 feet cross the East line of Lot 7, in
all, a distance of 27.85 feet, to a point for corner;

THENCE N67°42'41"W, a distance of 68.00 feet, to a point for corner;

THENCE N0°43'W, parallel to the East line of Lot 7, a distance of 1542.94 feet, to the Place of Beginning and containing 27.565 acres, more or less.

3337-STAR-TEX/DP/GRIFFIN/#610481
J.SHAW
T. BOWEN C. PLAENS

A. TREVINO J.TREVINO
(21.565 Acre Tract Pt. Lots 4,5,6 and 7)

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
February 24th 2011**

MEMBERS THAT WERE PRESENT: Andrew Kantowski
Norman Koneman
Dickey Stanley
Peggy Phillips

STAFF THAT WAS PRESENT: Ana Tims, Building Official

OTHERS THAT WERE PRESENT: Jim Gartrell
Mr. Shaw
David Smith
A. Trevino
C. W. Simmons Etherege RE
Dominic Noto
Nat Ruiz Jr.
Robert S White
Anne White
Maria Garza
Enrique Garza
Kawlyn Walion
Michael K Walion
Hitesl Amm
Ted Shaw
Alex Getty
Hector J. Landin
Martin Azore
Trevor Cotharn
Eric Coulter
Tiffany Webb
Caroline Maxwell
Daisy Martin
Sharon Hernandez

Item 1 – CALL TO ORDER:

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

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of January 13, 2011

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 A TRACT OF LAND OUT OF PART OF LOTS FOUR(4), FIVE(5), AND SIX(6), IN DIVISION "T", OF COOK AND STEWART SUBDIVISION, A SUBDIVISION IN GALVESTON, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. : 2351 Maxwell

Mr. Shaw and Mr. Gartrell were present to represent the property and said that the developer met with the City's Economic Development Department and staff and understood that the property had the correct zoning which was for recreational purposes. The developer retained Gartrell engineering to do the specifications for the property which was going to be a park for high-end recreational vehicles. Plans were approved but the building permit was not issued because the property had not been re-zoned as previously mentioned. Mr. Gartrell stated that the level of the property is 3 ½ feet above sea level and they plan on raising it to 5 feet which is the elevation of the roads at Bayou Vista, Omega Bay . This will ensure that normal tides will not affect the roads. The developer has an emergency plan for Hurricane evacuation. The park will be geared towards people who fish and will provide areas for boat storage and camper storage. In addition boats will be able to launch off the park. Mrs Phillips asked how many spaces it would have. Mr. Gartrell stated that it will have concrete streets and 132 spaces for the trailers. Mrs. Tims stated that there have been no objections from anyone regarding this property. Mr. Konneman asked what the research from the city had concluded. Mrs. Tims informed the boards that the plans submitted were compliant with all adopted ordinances, codes and regulations. Mr. Phillips asked what the zoning of the property was at this time. Mrs. Tims informed the board that at this time the property is zoned single family residential.

*Mr. Kantwoski arrived to the meeting

Motion was made to grant the re-zone to the property located at 2351 Maxwell by Mr. Stanley. Ms. Phillips seconds and the motion passed unanimously.

2. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 161 PAGE 1 LOT 7 & PT OF 8 WESTWOOD SUB, 7124 Autry Suite A FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL

No one present to comment on property. Mrs. Tims stated that 3 phones calls were received objecting to the existing building to be used as a commercial property. Mr. C.W. Simons Broker Associate with Etheridge real estate was present representing the owner of the building. He stated that the property was located in Mark 45 Business Park. He stated that the zoning fell through the cracks; he stated they are commercial buildings that pay commercial taxes. Currently Texas Windstorm takes up half the building whose lease is up 4/30/2012 and W.Cox has a baseball/batting facility that takes up the back of the building which is approximately 5,000 feet and would be given 90 day notice to relocate. This is where the Church will operate. This metal commercial building fell into a single family designation when the zoning ordinance was approved on December 2005. Mr. Konneman asked if the surrounding neighbors were advised of the rezone. Mrs. Tims informed the board that there are 22 neighboring properties around the 200 foot radius, and three objections were received. There is a metal building on a lot next to this property owned by Tommy Hammond, which he is going to lease out for one dollar a year for parking purposes. This will be all day Sunday and Wednesday night. A resident asked about the parking plan. The Board Asked David Smith to present a copy of the lease to accommodate for Parking. Mrs. Phillips asked if the building was suitable at this time. Mr. Smith indicated that they would be remodeling. Mrs. Phillips asked if the church would be exempt form taxes. Mrs. Tims indicated that she was unfamiliar with that process. The neighbors presented their concerns about other businesses coming into the area. They added that the concern is that this is the only entrance to the subdivision as well. No one was present to represent the Home Owners Association. Mr. Tims stated that another avenue was to use it as a conditional use in a Single family residential. Mr. Kantwoski made a motion to table the item.

3. CONSIDER AND DISCUSS AND APPROVE Issuing a variance to section 71-22 Parking Space Regulations reducing the requirements of 8 per 1000 sq. ft. to 5 per 1000 sq. ft for a dental clinic to be located at 1205 Lake Road

Mr. Hector Hardin was present to represent the property he stated that he is proposing five spaces per every thousand square feet of area instead of the eight spaces per every thousand square feet that the City Ordinance requires. The board studied the proposed parking plan. Mrs. Phillips made a motion to approve the variance. Mr. Koneman seconds the motion and the motion passed unanimously.

4. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 2 PAGE 5 LOT 42 MAINLAND HOMESTEADS FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL: 4903 FM 1765

Mr. Noto was present to represent the property. He stated that he bought the property in 2005 and in 2006 he begun building on the property to set up his trucking company. Mrs. Tims read the following letter from Jerry and Cindy Hardisty of 4813 F.M. 1765:

We are requesting that this letter not only be read to the Planning and Zoning Commission; but it also be given to each commission member present at the meeting for their review, while they are considering the application for rezoning. We regret that we are not able to attend the meeting due to our work schedules. Our property not only lies within 200 feet, of the property under application. Our house is also approximately 50 feet from the huge commercial building that was built on the property about 5 years ago.

We are asking that the Planning and Zoning Commission *not* approve the application for the rezoning of 4903 FM 1765 (4903) until we receive in writing, from your inspection department, the answers to the following questions and concerns, and are afforded an adequate amount of time to seek legal help, if we feel it is needed: Our questions are as follows:

1. Why was a commercial establishment (commercial bus lines) allowed to operate by the City of La Marque at said address without consulting the surrounding resident living within 200 feet of the 4903 property until now? In other words, if the property is zoned residential why was a commercial building allowed to be built on the property, and why was a commercial establishment allowed to operate there without being re-zoned?
2. Why did the owner bulldoze a very large pile of dirt and trees (approximately 50 tons of mixed dirt and debris) to the south property line at the City's right of way of Lawndale Street and leaves it?
3. The large ditch that runs north to south along the 4903 east property line has been kept cut with a mower, however why has the owner failed to cut the overgrowth between the ditch and the property line (approximately 10 ft wide and running the entire 600 plus feet down the property line)? Will this overgrowth be cut, and if so, when?
4. Commercial traffic in and out of the property creates a large amount of dust in the summer time from the unpaved driveway and parking lot. This could be resolved with a seal coat of oil or pavement put on the driveway and parking areas. Can this be resolved and when?
5. The traffic from large commercial vehicles has created a lot of noise, toxic diesel fumes, and very loud, abrupt sounds come from inside the large commercial building from time to time. Is there an ordinance presently in place to protect the residents from real excessive noise and real concerns? If the same business continues to operate, when could this be resolved?

We would need the answers to these questions along with the opportunity to then approve or disapprove of the rezoning. We feel this is only fair since we have lived at the 4813 address for over 60 years and would like to know what to expect in the future.

We appreciate the opportunity the Planning and Zoning Commission has given us to ask questions and voice out concerns.

Mr. Kantowski asked if there had been any previous complaint on the property. Mrs. Phillips asked if this was in the proximity of 4911 FM 1765 where a young man wanted to establish a paint and body shop. She added that there were many complaints on that property as well. Mrs. Tims informed the board that Mr. Noto's property at 4903 FM 1765 is adjacent to 4911 FM 1765. Mrs. Tims added that this property at 4911 FM 1765 was rezoned in the previous meeting. She added that the property was re-plated as well. Mr. Noto responded that there is a 10 foot drainage ditch that we was required by the city. He added that the ditch is maintained. Mr. Noto added that the debri in the driveway is broken trees, he added that the city placed culverts to access that area, but there is no fill therefore there is no way to access that area of the property to clean it.

Mr. Kantowski asked if anything else was commercial in that area. Mrs. Tims stated that most of the properties that have frontage to FM 1765 are commercial. Alex Getty with economic development stated that most of the properties in the corridor are commercial, or are headed in that direction. Mrs. Philips asked if there were homes across the street. Mr. Getty informed her that there were vacant tracts of land across from Mr. Noto's property. Mr. Noto stated that the complainants have a little farm behind him, but they have never discussed any problems with him. Mr. Kantowski asked when the building was begun. Mr. Noto stated that it was in 2006. Mr. Noto stated that the initial project begun in October of 2005 where the land clearance begun. Mrs. Tims informed the board that the building permit was issued in July of 2006. Mr. Noto stated that ACE trucking company was there prior to that. Mr. Noto stated that he will address the dust in the property by pouring concrete. Mr. Kantowski asked what the times of operation for the business were. Mr. Noto informed the board that sometimes they starts at six in the morning, but does not have a 24 hour service. Mr. Konneman asked what the properties adjacent to 4903 Fm 1765 were. Mr. Noto informed that the property to the west side was commercial and the one to the east side had a little farm in it. Mr. Noto stated that he has never had any compliance problems. He added that he completed remediation projects in the property. Mr. Kantowski asked if there was anyone present to speak in regards to the property in question. No one was present.

Mr. Konneman made a motion to approve the rezoning for the property located at 4903 FM 1765. Mrs. Phillips seconds the motion. The motion passed unanimously.

5. CONSIDER DISCUSS AND APPROVE ALLOWING A VARIANCE TO NAT RUIZ TO PAVE OVER 27% OF HIS RESIDENTIAL FRONT YARD located 821 Liliac

Gerson Bloom was present to represent Mr. Ruiz as his attorney. Mr. Bloom stated to the board that Mr. Ruiz had a non –rebar driveway that was collapsing and needed repairs. He added that the contractor applied for a building permit. The permit was adding six feet which placed Mr. Ruiz over the 27 percent guidelines. Mr. Ruiz “got sideways with the contractor” Mr. Bloom said and Mr. Ruiz finished the project himself. Mr. Bloom added that Mr. Ruiz needed the wider driveway because his mother is

confined to a wheelchair and the bigger driveway would increase her access to the front door of the house. Mr. Bloom presented pictures of driveways of neighbors that have similar driveways that extend over 27 percent of the property. Mr. Kantowski asked if there were any pictures that show the project in progress how deep the footings and the slab are, and the type of rebar that was used. Mr. Ruiz stated that he did not take any pictures prior to pouring the concrete. Mr. Ruiz stated that he applied for the building permit but was denied because of the ordinance. Mr. Ruiz stated that he was having a hard time because he had to get a variance. Mr. Ruiz stated that he did not receive a notice in the mail to notify him that he was set before the board for a variance. Mr. Kantowski asked if we were legally bound to notify him for the process. Mrs. Tims stated that it is not policy to send certified mail to notify those who request a variance of the hearing. A letter is mailed out, or applicant is notified by phone of the meetings. In addition the meeting agendas are posted in the bulletin board outside the agenda is also published in the Galveston County Daily News. Mrs. Tims added that the only letters that are sent certified are those that are required by law to the adjoining properties within 200 feet when required by code. This curves down extra operating expenses for the city. Mr. Kantowski asked if Mr. Ruiz was mailed a regular letter. Mrs. Tims informed the board that a regular letter as mailed. However Mrs. Tims does not have any proof that a letter was sent. Mr. Kantowski asked if Mr. Ruiz had been back into the inspections department since. Mr. Kantowski asked why Mr. Ruiz was asking for a variance now. Mrs. Tims stated that she filed a citation following notice of the violation. She added that she attempted to send a certified letter informing Mr. Ruiz of the violation. Mrs. Tims informed the board that the letter was never claimed and a citation was filed in court following the lack of action from Mr. Ruiz. Mr. Konneman stated that he did not see a problem with the driveway; Mrs. Tims informed the board that no inspections on the driveway have been completed. Mrs. Phillips made a motion to pass the variance onto the Board of Adjustments Mr. Kantowski seconds the motion and the motion passed 2:1

6. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 2 S F AUSTIN SUR TR 32 2.930 ACRES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL: 810 Westward

The owners of the property Mr. and Mrs. White were present to represent the property. They stated that the building in question was built in 1965 as a seven eleven store, and had operated as a commercial building since. The latest being a daycare from 2003 until 2010. They also added that the Board of Adjustments had issued a variance to Tiffany Webb to open the facility as a daycare. Mrs. White also added that her mother in law had been paying commercial taxes on the property and it was under her understanding that the property has been grandfathered as a previous daycare. Mr. Kantowski asked what the property was surrounded by. Mrs. Tims informed the board that the property is surrounded by homes, but it is adjacent to right of way easements on both sides. Mrs. Tims presented pictures of the property showing that the character of the building was commercial. A neighbor voiced her disagreement with making the property a commercial site not because of the daycare, but because of any other

businesses that may come into the area. Mr. Kantowski asked if there had been any problems with the parking when the previous day care existed in that location. Residents from the neighborhood stated that the property has been a number of commercial businesses throughout the year and parking and vehicle traffic has never been a problem. Mr. Kantowski asked how we could restrict the property, and Mrs. Phillips and Mrs. Stanley added that there was a school in the near vicinity which would restrict any businesses entering into the area. They added that there are transmission lines in the easements adjacent to the property, which restricts it as well. Mrs. Tims added that there are many limitations because of the school. Mr. Konneman made a motion to approve the request to rezone the property located at 810 Westward Mrs. Phillips seconds the motion and the motion passed unanimously.

Item 4- COMMENTS AND REQUESTS FROM THE COMMISSION MEMBERS AND CITY STAFF

Item 7 – ADJOURNMENT:

Mr. Kantowski made a motion to adjourn at 6:15 p.m. Mr. Konneman seconds and the meeting was adjourned.

Andrew Kantowski

ORDINANCE NO. 1047

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF, A TRACT OF LAND LOT 42 OF MAINLAND HOMESTEADS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 50 AND TRANSFERRED TO PLAT RECORD 2, MAP NO 30, ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Dominic Noto (the "Applicant") owner of the property has purchased the tract of land described as LOT 42 OF MAINLAND HOMESTEADS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 50 AND TRANSFERRED TO PLAT RECORD 2, MAP NO 30, ALL IN THE MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") made part hereof for all purposes; and

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

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

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

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of the certain tract of land described as LOT 42 OF MAINLAND HOMESTEADS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 50 AND TRANSFERRED TO PLAT RECORD 2, MAP NO 30, ALL IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS is hereby changed from Single Family Residential to

General Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

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

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

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ____ day of _____, 2010.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2010.

Geraldine Sam Mayor
City of La Marque, Texas

ATTEST:

Carolyn Anderson, City Clerk

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
February 24th 2011**

MEMBERS THAT WERE PRESENT: Andrew Kantowski
Norman Koneman
Dickey Stanley
Peggy Phillips

STAFF THAT WAS PRESENT: Ana Tims, Building Official

OTHERS THAT WERE PRESENT: Jim Gartrell
Mr. Shaw
David Smith
A. Trevino
C. W. Simmons Etherege RE
Dominic Noto
Nat Ruiz Jr.
Robert S White
Anne White
Maria Garza
Enrique Garza
Kawlyn Walion
Michael K Walion
Hitesl Amm
Ted Shaw
Alex Getty
Hector J. Landin
Martin Azore
Trevor Cotharn
Eric Coulter
Tiffany Webb
Caroline Maxwell
Daisy Martin
Sharon Hernandez

Item 1 – CALL TO ORDER:

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

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of January 13, 2011

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 A TRACT OF LAND OUT OF PART OF LOTS FOUR(4), FIVE(5), AND SIX(6), IN DIVISION "T", OF COOK AND STEWART SUBDIVISION, A SUBDIVISION IN GALVESTON, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. : 2351 Maxwell

Mr. Shaw and Mr. Gartrell were present to represent the property and said that the developer met with the City's Economic Development Department and staff and understood that the property had the correct zoning which was for recreational purposes. The developer retained Gartrell engineering to do the specifications for the property which was going to be a park for high-end recreational vehicles. Plans were approved but the building permit was not issued because the property had not been re-zoned as previously mentioned. Mr. Gartrell stated that the level of the property is 3 ½ feet above sea level and they plan on raising it to 5 feet which is the elevation of the roads at Bayou Vista, Omega Bay . This will ensure that normal tides will not affect the roads. The developer has an emergency plan for Hurricane evacuation. The park will be geared towards people who fish and will provide areas for boat storage and camper storage. In addition boats will be able to launch off the park. Mrs Phillips asked how many spaces it would have. Mr. Gartrell stated that it will have concrete streets and 132 spaces for the trailers. Mrs. Tims stated that there have been no objections from anyone regarding this property. Mr. Konneman asked what the research from the city had concluded. Mrs. Tims informed the boards that the plans submitted were compliant with all adopted ordinances, codes and regulations. Mr. Phillips asked what the zoning of the property was at this time. Mrs. Tims informed the board that at this time the property is zoned single family residential.

*Mr. Kantwoski arrived to the meeting

Motion was made to grant the re-zone to the property located at 2351 Maxwell by Mr. Stanley. Ms. Phillips seconds and the motion passed unanimously.

2. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 161 PAGE 1 LOT 7 & PT OF 8 WESTWOOD SUB, 7124 Autry Suite A FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL

No one present to comment on property. Mrs. Tims stated that 3 phones calls were received objecting to the existing building to be used as a commercial property. Mr. C.W. Simons Broker Associate with Etheridge real estate was present representing the owner of the building. He stated that the property was located in Mark 45 Business Park. He stated that the zoning fell through the cracks; he stated they are commercial buildings that pay commercial taxes. Currently Texas Windstorm takes up half the building whose lease is up 4/30/2012 and W.Cox has a baseball/batting facility that takes up the back of the building which is approximately 5,000 feet and would be given 90 day notice to relocate. This is where the Church will operate. This metal commercial building fell into a single family designation when the zoning ordinance was approved on December 2005. Mr. Konneman asked if the surrounding neighbors were advised of the rezone. Mrs. Tims informed the board that there are 22 neighboring properties around the 200 foot radius, and three objections were received. There is a metal building on a lot next to this property owned by Tommy Hammond, which he is going to lease out for one dollar a year for parking purposes. This will be all day Sunday and Wednesday night. A resident asked about the parking plan. The Board Asked David Smith to present a copy of the lease to accommodate for Parking. Mrs. Phillips asked if the building was suitable at this time. Mr. Smith indicated that they would be remodeling. Mrs. Phillips asked if the church would be exempt form taxes. Mrs. Tims indicated that she was unfamiliar with that process. The neighbors presented their concerns about other businesses coming into the area. They added that the concern is that this is the only entrance to the subdivision as well. No one was present to represent the Home Owners Association. Mr. Tims stated that another avenue was to use it as a conditional use in a Single family residential. Mr. Kantwoski made a motion to table the item.

3. CONSIDER AND DISCUSS AND APPROVE Issuing a variance to section 71-22 Parking Space Regulations reducing the requirements of 8 per 1000 sq. ft. to 5 per 1000 sq. ft for a dental clinic to be located at 1205 Lake Road

Mr. Hector Hardin was present to represent the property he stated that he is proposing five spaces per every thousand square feet of area instead of the eight spaces per every thousand square feet that the City Ordinance requires. The board studied the proposed parking plan. Mrs. Phillips made a motion to approve the variance. Mr. Koneman seconds the motion and the motion passed unanimously.

4. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 2 PAGE 5 LOT 42 MAINLAND HOMESTEADS FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL: 4903 FM 1765

Mr. Noto was present to represent the property. He stated that he bought the property in 2005 and in 2006 he begun building on the property to set up his trucking company. Mrs. Tims read the following letter from Jerry and Cindy Hardisty of 4813 F.M. 1765:

We are requesting that this letter not only be read to the Planning and Zoning Commission; but it also be given to each commission member present at the meeting for their review, while they are considering the application for rezoning. We regret that we are not able to attend the meeting due to our work schedules. Our property not only lies within 200 feet, of the property under application. Our house is also approximately 50 feet from the huge commercial building that was built on the property about 5 years ago.

We are asking that the Planning and Zoning Commission *not* approve the application for the rezoning of 4903 FM 1765 (4903) until we receive in writing, from your inspection department, the answers to the following questions and concerns, and are afforded an adequate amount of time to seek legal help, if we feel it is needed: Our questions are as follows:

1. Why was a commercial establishment (commercial bus lines) allowed to operate by the City of La Marque at said address without consulting the surrounding resident living within 200 feet of the 4903 property until now? In other words, if the property is zoned residential why was a commercial building allowed to be built on the property, and why was a commercial establishment allowed to operate there without being re-zoned?
2. Why did the owner bulldoze a very large pile of dirt and trees (approximately 50 tons of mixed dirt and debris) to the south property line at the City's right of way of Lawndale Street and leaves it?
3. The large ditch that runs north to south along the 4903 east property line has been kept cut with a mower, however why has the owner failed to cut the overgrowth between the ditch and the property line (approximately 10 ft wide and running the entire 600 plus feet down the property line)? Will this overgrowth be cut, and if so, when?
4. Commercial traffic in and out of the property creates a large amount of dust in the summer time from the unpaved driveway and parking lot. This could be resolved with a seal coat of oil or pavement put on the driveway and parking areas. Can this be resolved and when?
5. The traffic from large commercial vehicles has created a lot of noise, toxic diesel fumes, and very loud, abrupt sounds come from inside the large commercial building from time to time. Is there an ordinance presently in place to protect the residents from real excessive noise and real concerns? If the same business continues to operate, when could this be resolved?

We would need the answers to these questions along with the opportunity to then approve or disapprove of the rezoning. We feel this is only fair since we have lived at the 4813 address for over 60 years and would like to know what to expect in the future.

We appreciate the opportunity the Planning and Zoning Commission has given us to ask questions and voice out concerns.

Mr. Kantowski asked if there had been any previous complaint on the property. Mrs. Phillips asked if this was in the proximity of 4911 FM 1765 where a young man wanted to establish a paint and body shop. She added that there were many complaints on that property as well. Mrs. Tims informed the board that Mr. Noto's property at 4903 FM 1765 is adjacent to 4911 FM 1765. Mrs. Tims added that this property at 4911 FM 1765 was rezoned in the previous meeting. She added that the property was re-plated as well. Mr. Noto responded that there is a 10 foot drainage ditch that we was required by the city. He added that the ditch is maintained. Mr. Noto added that the debris in the driveway is broken trees, he added that the city placed culverts to access that area, but there is no fill therefore there is no way to access that area of the property to clean it.

Mr. Kantowski asked if anything else was commercial in that area. Mrs. Tims stated that most of the properties that have frontage to FM 1765 are commercial. Alex Getty with economic development stated that most of the properties in the corridor are commercial, or are headed in that direction. Mrs. Phillips asked if there were homes across the street. Mr. Getty informed her that there were vacant tracts of land across from Mr. Noto's property. Mr. Noto stated that the complainants have a little farm behind him, but they have never discussed any problems with him. Mr. Kantowski asked when the building was begun. Mr. Noto stated that it was in 2006. Mr. Noto stated that the initial project begun in October of 2005 where the land clearance begun. Mrs. Tims informed the board that the building permit was issued in July of 2006. Mr. Noto stated that ACE trucking company was there prior to that. Mr. Noto stated that he will address the dust in the property by pouring concrete. Mr. Kantowski asked what the times of operation for the business were. Mr. Noto informed the board that sometimes they starts at six in the morning, but does not have a 24 hour service. Mr. Konneman asked what the properties adjacent to 4903 Fm 1765 were. Mr. Noto informed that the property to the west side was commercial and the one to the east side had a little farm in it. Mr. Noto stated that he has never had any compliance problems. He added that he completed remediation projects in the property. Mr. Kantowski asked if there was anyone present to speak in regards to the property in question. No one was present.

Mr. Konneman made a motion to approve the rezoning for the property located at 4903 FM 1765. Mrs. Phillips seconds the motion. The motion passed unanimously.

5. CONSIDER DISCUSS AND APPROVE ALLOWING A VARIANCE TO NAT RUIZ TO PAVE OVER 27% OF HIS RESIDENTIAL FRONT YARD located 821 Liliac

Gerson Bloom was present to represent Mr. Ruiz as his attorney. Mr. Bloom stated to the board that Mr. Ruiz had a non-rebar driveway that was collapsing and needed repairs. He added that the contractor applied for a building permit. The permit was adding six feet which placed Mr. Ruiz over the 27 percent guidelines. Mr. Ruiz "got sideways with the contractor" Mr. Bloom said and Mr. Ruiz finished the project himself. Mr. Bloom added that Mr. Ruiz needed the wider driveway because his mother is

confined to a wheelchair and the bigger driveway would increase her access to the front door of the house. Mr. Bloom presented pictures of driveways of neighbors that have similar driveways that extend over 27 percent of the property. Mr. Kantowski asked if there were any pictures that show the project in progress how deep the footings and the slab are, and the type of rebar that was used. Mr. Ruiz stated that he did not take any pictures prior to pouring the concrete. Mr. Ruiz stated that he applied for the building permit but was denied because of the ordinance. Mr. Ruiz stated that he was having a hard time because he had to get a variance. Mr. Ruiz stated that he did not receive a notice in the mail to notify him that he was set before the board for a variance. Mr. Kantowski asked if we were legally bound to notify him for the process. Mrs. Tims stated that it is not policy to send certified mail to notify those who request a variance of the hearing. A letter is mailed out, or applicant is notified by phone of the meetings. In addition the meeting agendas are posted in the bulletin board outside the agenda is also published in the Galveston County Daily News. Mrs. Tims added that the only letters that are sent certified are those that are required by law to the adjoining properties within 200 feet when required by code. This curves down extra operating expenses for the city. Mr. Kantowski asked if Mr. Ruiz was mailed a regular letter. Mrs. Tims informed the board that a regular letter as mailed. However Mrs. Tims does not have any proof that a letter was sent. Mr. Kantowski asked if Mr. Ruiz had been back into the inspections department since. Mr. Kantowski asked why Mr. Ruiz was asking for a variance now. Mrs. Tims stated that she filed a citation following notice of the violation. She added that she attempted to send a certified letter informing Mr. Ruiz of the violation. Mrs. Tims informed the board that the letter was never claimed and a citation was filed in court following the lack of action from Mr. Ruiz. Mr. Konneman stated that he did not see a problem with the driveway; Mrs. Tims informed the board that no inspections on the driveway have been completed. Mrs. Phillips made a motion to pass the variance onto the Board of Adjustments Mr. Kantowski seconds the motion and the motion passed 2:1

6. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 2 S F AUSTIN SUR TR 32 2.930 ACRES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL: 810 Westward

The owners of the property Mr. and Mrs. White were present to represent the property. They stated that the building in question was built in 1965 as a seven eleven store, and had operated as a commercial building since. The latest being a daycare from 2003 until 2010. They also added that the Board of Adjustments had issued a variance to Tiffany Webb to open the facility as a daycare. Mrs. White also added that her mother in law had been paying commercial taxes on the property and it was under her understanding that the property has been grandfathered as a previous daycare. Mr. Kantowski asked what the property was surrounded by. Mrs. Tims informed the board that the property is surrounded by homes, but it is adjacent to right of way easements on both sides. Mrs. Tims presented pictures of the property showing that the character of the building was commercial. A neighbor voiced her disagreement with making the property a commercial site not because of the daycare, but because of any other

businesses that may come into the area. Mr. Kantowski asked if there had been any problems with the parking when the previous day care existed in that location. Residents from the neighborhood stated that the property has been a number of commercial businesses throughout the year and parking and vehicle traffic has never been a problem. Mr. Kantowski asked how we could restrict the property, and Mrs. Phillips and Mrs. Stanley added that there was a school in the near vicinity which would restrict any businesses entering into the area. They added that there are transmission lines in the easements adjacent to the property, which restricts it as well. Mrs. Tims added that there are many limitations because of the school. Mr. Konneman made a motion to approve the request to rezone the property located at 810 Westward Mrs. Phillips seconds the motion and the motion passed unanimously.

Item 4- COMMENTS AND REQUESTS FROM THE COMMISSION MEMBERS AND CITY STAFF

Item 7 – ADJOURNMENT:

Mr. Kantowski made a motion to adjourn at 6:15 p.m. Mr. Konneman seconds and the meeting was adjourned.

Andrew Kantowski

ORDINANCE NO. 1048

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF, A TRACT OF LAND DESCRIBED AS 2.93 ACRES OUT OF THE SURFACE ONLY OF A TRACT OF FIVE (5) ACRES OUT OF S.F. AUSTIN LEAGUE NO 4, IN GALVESTON COUNTY, TEXAS, SAID 2.93 ACRES BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Robert S White and Anne E White (the "Applicant") owner of the property has purchased the tract of land described as **2.93 ACRES OUT OF THE SURFACE ONLY OF A TRACT OF FIVE (5) ACRES OUT OF S.F. AUSTIN LEAGUE NO 4, IN GALVESTON COUNTY, TEXAS, SAID 2.93 ACRES BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY,** (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") and being more particularly described in Exhibit "A" made part hereof for all purposes; and

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

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

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

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of the certain tract of land described as 2.93 ACRES OUT OF THE SURFACE ONLY OF A TRACT OF FIVE (5) ACRES OUT OF S.F. AUSTIN LEAGUE NO 4, IN GALVESTON COUNTY, TEXAS, SAID 2.93 ACRES

BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS is hereby changed from Single Family Residential to General Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

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

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

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ____ day of _____, 2010.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2010.

Geraldine Sam Mayor
City of La Marque, Texas

ATTEST:

Carolyn Anderson, City Clerk

EXHIBIT "A"

ORDINANCE NUMBER 1048

LEGAL DESCRIPTION

2.93 ACRES out of THE SURFACE ONLY of a tract of five (5) acres out of S.F. Austin League No. 4, in Galveston, Texas, said 2.93 acres described by metes and bounds as follows: Said five (5) acres BEGINNING at the point on the East line of said S.F. Austin league no. 4, said point beginning 2967.92 feet South of the Northwest corner of the John D Moore League, and said point being also the Northeast corner of the tract of land heretofore Conveyed by Stewart Title Guaranty Company to Dorothy Marie Lucas, a feme sole and Buster Strait, by Deed of record in Volume 679, Page 531, Galveston County Records; THENCE from said beginning point in a Northerly direction along the East Line of said League, 261.36 feet to a point for corner; THENCE in a Westerly direction parallel to the North line of said League, 833.33 feet to point for corner, THENCE in a Southerly direction 261.36 feet to point for corner, said point beginning also the Northwest corner of said Lucas-Strait; Thence in an Easterly direction along the North line of said tract 833.33 feet to the PLACE OF BEGINNING. Then SAVE AND EXCEPT a 40 foot strip off the East side of the above described tract deeded to the County of Galveston for roadway purposes by Deed from Stewart Title Guaranty Company to the county of Galveston of record in Volume 687, Page 180, et seq, in the Office of the County Clerk of Galveston County, Texas; AND THEN SAVE AND EXCEPT THE SURFACE ONLY of one and eight hundred and two thousandths (1.0802) acres out of a 5 acre tract in the Stephen F. Austin League No. 4, in Galveston County, Texas, as described in deed dated February 19th 1947 from Stewart Title Guaranty Company to Stewart R. White, et ux, recorded in Volume 737, Page 629 of Galveston county, Deed Records. Said 1.802 acre tract being that same property described in Deed dated November 15, 1951 from Stewart R. White and Doris Elaine White to Houston Lighting 7 Power Company recorded in Volume 937, Page 357 of the Galveston County Deed records. Said 1.802 acre tract being more particularly described by metes and bounds described as follows; BEGINNING at a point in fence corner with coordinate X=3,276,905.3; Y=581,000.9, the northwest corner of said 5 acre tract; THENCE from the point of beginning N 87°12'2"E with the North line of said 5 acre tract 793.44 feet to a point in fence corner in the West line of a public road, based on 80 feet in with that extends along the East side of 5 acre tract; THENCE S2°43' 10"E with the West line of said public road 99.5 feet to 1 inch iron rod for corner; said point beginning N2°43'10"W 161.45 feet from 1 ¼ inch iron pipe set in the West line of said public road and in the South line of said 5 acre tract; THENCE S87°16'50"W 793.20 feet to a 1 inch rod set in the West line of said 5 acre tract, said point of being N2°161.43 feet from a 1 ¼ inch iron pipe that marks the Southwest corner of said 5 acre tract; THENCE N2°51'30"W with the West line of said 5 acre tract 98.4 feet to the PLACE OF BEGINNING, and containing 1.802 acres of land, leaving 2.93 acres put of said five (5) acres.

**PLANING AND ZONING COMMITTEE
REGULAR MEETING
February 24th 2011**

MEMBERS THAT WERE PRESENT: Andrew Kantowski
Norman Koneman
Dickey Stanley
Peggy Phillips

STAFF THAT WAS PRESENT: Ana Tims, Building Official

OTHERS THAT WERE PRESENT: Jim Gartrell
Mr. Shaw
David Smith
A. Trevino
C. W. Simmons Etherege RE
Dominic Noto
Nat Ruiz Jr.
Robert S White
Anne White
Maria Garza
Enrique Garza
Kawlyn Walion
Michael K Walion
Hitesl Amm
Ted Shaw
Alex Getty
Hector J. Landin
Martin Azore
Trevor Cotharn
Eric Coulter
Tiffany Webb
Caroline Maxwell
Daisy Martin
Sharon Hernandez

Item 1 – CALL TO ORDER:

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

Item 2 – APPROVAL OF MINUTES:

Regular Meeting of January 13, 2011

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 A TRACT OF LAND OUT OF PART OF LOTS FOUR(4), FIVE(5), AND SIX(6), IN DIVISION "T", OF COOK AND STEWART SUBDIVISION, A SUBDIVISION IN GALVESTON, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. : 2351 Maxwell

Mr. Shaw and Mr. Gartrell were present to represent the property and said that the developer met with the City's Economic Development Department and staff and understood that the property had the correct zoning which was for recreational purposes. The developer retained Gartrell engineering to do the specifications for the property which was going to be a park for high-end recreational vehicles. Plans were approved but the building permit was not issued because the property had not been re-zoned as previously mentioned. Mr. Gartrell stated that the level of the property is 3 ½ feet above sea level and they plan on raising it to 5 feet which is the elevation of the roads at Bayou Vista, Omega Bay . This will ensure that normal tides will not affect the roads. The developer has an emergency plan for Hurricane evacuation. The park will be geared towards people who fish and will provide areas for boat storage and camper storage. In addition boats will be able to launch off the park. Mrs Phillips asked how many spaces it would have. Mr. Gartrell stated that it will have concrete streets and 132 spaces for the trailers. Mrs. Tims stated that there have been no objections from anyone regarding this property. Mr. Konneman asked what the research from the city had concluded. Mrs. Tims informed the boards that the plans submitted were compliant with all adopted ordinances, codes and regulations. Mr. Phillips asked what the zoning of the property was at this time. Mrs. Tims informed the board that at this time the property is zoned single family residential.

*Mr. Kantwoski arrived to the meeting

Motion was made to grant the re-zone to the property located at 2351 Maxwell by Mr. Stanley. Ms. Phillips seconds and the motion passed unanimously.

2. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 161 PAGE 1 LOT 7 & PT OF 8 WESTWOOD SUB, 7124 Autry Suite A FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL

No one present to comment on property. Mrs. Tims stated that 3 phone calls were received objecting to the existing building to be used as a commercial property. Mr. C.W. Simons Broker Associate with Etheridge real estate was present representing the owner of the building. He stated that the property was located in Mark 45 Business Park. He stated that the zoning fell through the cracks; he stated they are commercial buildings that pay commercial taxes. Currently Texas Windstorm takes up half the building whose lease is up 4/30/2012 and W.Cox has a baseball/batting facility that takes up the back of the building which is approximately 5,000 feet and would be given 90 day notice to relocate. This is where the Church will operate. This metal commercial building fell into a single family designation when the zoning ordinance was approved on December 2005. Mr. Konneman asked if the surrounding neighbors were advised of the rezone. Mrs. Tims informed the board that there are 22 neighboring properties around the 200 foot radius, and three objections were received. There is a metal building on a lot next to this property owned by Tommy Hammond, which he is going to lease out for one dollar a year for parking purposes. This will be all day Sunday and Wednesday night. A resident asked about the parking plan. The Board Asked David Smith to present a copy of the lease to accommodate for Parking. Mrs. Phillips asked if the building was suitable at this time. Mr. Smith indicated that they would be remodeling. Mrs. Phillips asked if the church would be exempt from taxes. Mrs. Tims indicated that she was unfamiliar with that process. The neighbors presented their concerns about other businesses coming into the area. They added that the concern is that this is the only entrance to the subdivision as well. No one was present to represent the Home Owners Association. Mr. Tims stated that another avenue was to use it as a conditional use in a Single family residential. Mr. Kantwoski made a motion to table the item.

3. CONSIDER AND DISCUSS AND APPROVE Issuing a variance to section 71-22 Parking Space Regulations reducing the requirements of 8 per 1000 sq. ft. to 5 per 1000 sq. ft for a dental clinic to be located at 1205 Lake Road

Mr. Hector Hardin was present to represent the property he stated that he is proposing five spaces per every thousand square feet of area instead of the eight spaces per every thousand square feet that the City Ordinance requires. The board studied the proposed parking plan. Mrs. Phillips made a motion to approve the variance. Mr. Koneman seconds the motion and the motion passed unanimously.

4. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 2 PAGE 5 LOT 42 MAINLAND HOMESTEADS FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL: 4903 FM 1765

Mr. Noto was present to represent the property. He stated that he bought the property in 2005 and in 2006 he begun building on the property to set up his trucking company. Mrs. Tims read the following letter from Jerry and Cindy Hardisty of 4813 F.M. 1765:

We are requesting that this letter not only be read to the Planning and Zoning Commission; but it also be given to each commission member present at the meeting for their review, while they are considering the application for rezoning. We regret that we are not able to attend the meeting due to our work schedules. Our property not only lies within 200 feet, of the property under application. Our house is also approximately 50 feet from the huge commercial building that was built on the property about 5 years ago.

We are asking that the Planning and Zoning Commission *not* approve the application for the rezoning of 4903 FM 1765 (4903) until we receive in writing, from your inspection department, the answers to the following questions and concerns, and are afforded an adequate amount of time to seek legal help, if we feel it is needed: Our questions are as follows:

1. Why was a commercial establishment (commercial bus lines) allowed to operate by the City of La Marque at said address without consulting the surrounding resident living within 200 feet of the 4903 property until now? In other words, if the property is zoned residential why was a commercial building allowed to be built on the property, and why was a commercial establishment allowed to operate there without being re-zoned?
2. Why did the owner bulldoze a very large pile of dirt and trees (approximately 50 tons of mixed dirt and debris) to the south property line at the City's right of way of Lawndale Street and leaves it?
3. The large ditch that runs north to south along the 4903 east property line has been kept cut with a mower, however why has the owner failed to cut the overgrowth between the ditch and the property line (approximately 10 ft wide and running the entire 600 plus feet down the property line)? Will this overgrowth be cut, and if so, when?
4. Commercial traffic in and out of the property creates a large amount of dust in the summer time from the unpaved driveway and parking lot. This could be resolved with a seal coat of oil or pavement put on the driveway and parking areas. Can this be resolved and when?
5. The traffic from large commercial vehicles has created a lot of noise, toxic diesel fumes, and very loud, abrupt sounds come from inside the large commercial building from time to time. Is there an ordinance presently in place to protect the residents from real excessive noise and real concerns? If the same business continues to operate, when could this be resolved?

We would need the answers to these questions along with the opportunity to then approve or disapprove of the rezoning. We feel this is only fair since we have lived at the 4813 address for over 60 years and would like to know what to expect in the future.

We appreciate the opportunity the Planning and Zoning Commission has given us to ask questions and voice out concerns.

Mr. Kantowski asked if there had been any previous complaint on the property. Mrs. Phillips asked if this was in the proximity of 4911 FM 1765 where a young man wanted to establish a paint and body shop. She added that there were many complaints on that property as well. Mrs. Tims informed the board that Mr. Noto's property at 4903 FM 1765 is adjacent to 4911 FM 1765. Mrs. Tims added that this property at 4911 FM 1765 was rezoned in the previous meeting. She added that the property was re-plated as well. Mr. Noto responded that there is a 10 foot drainage ditch that we was required by the city. He added that the ditch is maintained. Mr. Noto added that the debri in the driveway is broken trees, he added that the city placed culverts to access that area, but there is no fill therefore there is no way to access that area of the property to clean it.

Mr. Kantowski asked if anything else was commercial in that area. Mrs. Tims stated that most of the properties that have frontage to FM 1765 are commercial. Alex Getty with economic development stated that most of the properties in the corridor are commercial, or are headed in that direction. Mrs. Philips asked if there were homes across the street. Mr. Getty informed her that there were vacant tracts of land across from Mr. Noto's property. Mr. Noto stated that the complainants have a little farm behind him, but they have never discussed any problems with him. Mr. Kantowski asked when the building was begun. Mr. Noto stated that it was in 2006. Mr. Noto stated that the initial project begun in October of 2005 where the land clearance begun. Mrs. Tims informed the board that the building permit was issued in July of 2006. Mr. Noto stated that ACE trucking company was there prior to that. Mr. Noto stated that he will address the dust in the property by pouring concrete. Mr. Kantowski asked what the times of operation for the business were. Mr. Noto informed the board that sometimes they starts at six in the morning, but does not have a 24 hour service. Mr. Konneman asked what the properties adjacent to 4903 Fm 1765 were. Mr. Noto informed that the property to the west side was commercial and the one to the east side had a little farm in it. Mr. Noto stated that he has never had any compliance problems. He added that he completed remediation projects in the property. Mr. Kantowski asked if there was anyone present to speak in regards to the property in question. No one was present.

Mr. Konneman made a motion to approve the rezoning for the property located at 4903 FM 1765. Mrs. Phillips seconds the motion. The motion passed unanimously.

5. CONSIDER DISCUSS AND APPROVE ALLOWING A VARIANCE TO NAT RUIZ TO PAVE OVER 27% OF HIS RESIDENTIAL FRONT YARD located 821 Liliac

Gerson Bloom was present to represent Mr. Ruiz as his attorney. Mr. Bloom stated to the board that Mr. Ruiz had a non-rebar driveway that was collapsing and needed repairs. He added that the contractor applied for a building permit. The permit was adding six feet which placed Mr. Ruiz over the 27 percent guidelines. Mr. Ruiz "got sideways with the contractor" Mr. Bloom said and Mr. Ruiz finished the project himself. Mr. Bloom added that Mr. Ruiz needed the wider driveway because his mother is

confined to a wheelchair and the bigger driveway would increase her access to the front door of the house. Mr. Bloom presented pictures of driveways of neighbors that have similar driveways that extend over 27 percent of the property. Mr. Kantowski asked if there were any pictures that show the project in progress how deep the footings and the slab are, and the type of rebar that was used. Mr. Ruiz stated that he did not take any pictures prior to pouring the concrete. Mr. Ruiz stated that he applied for the building permit but was denied because of the ordinance. Mr. Ruiz stated that he was having a hard time because he had to get a variance. Mr. Ruiz stated that he did not receive a notice in the mail to notify him that he was set before the board for a variance. Mr. Kantowski asked if we were legally bound to notify him for the process. Mrs. Tims stated that it is not policy to send certified mail to notify those who request a variance of the hearing. A letter is mailed out, or applicant is notified by phone of the meetings. In addition the meeting agendas are posted in the bulletin board outside the agenda is also published in the Galveston County Daily News. Mrs. Tims added that the only letters that are sent certified are those that are required by law to the adjoining properties within 200 feet when required by code. This curves down extra operating expenses for the city. Mr. Kantowski asked if Mr. Ruiz was mailed a regular letter. Mrs. Tims informed the board that a regular letter was mailed. However Mrs. Tims does not have any proof that a letter was sent. Mr. Kantowski asked if Mr. Ruiz had been back into the inspections department since. Mr. Kantowski asked why Mr. Ruiz was asking for a variance now. Mrs. Tims stated that she filed a citation following notice of the violation. She added that she attempted to send a certified letter informing Mr. Ruiz of the violation. Mrs. Tims informed the board that the letter was never claimed and a citation was filed in court following the lack of action from Mr. Ruiz. Mr. Konneman stated that he did not see a problem with the driveway; Mrs. Tims informed the board that no inspections on the driveway have been completed. Mrs. Phillips made a motion to pass the variance onto the Board of Adjustments Mr. Kantowski seconds the motion and the motion passed 2:1

6. CONSIDER AND DISCUSS AND APPROVE REZONING FOR PROPERTY DESCRIBED AS ABST 2 S F AUSTIN SUR TR 32 2.930 ACRES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL: 810 Westward

The owners of the property Mr. and Mrs. White were present to represent the property. They stated that the building in question was built in 1965 as a seven eleven store, and had operated as a commercial building since. The latest being a daycare from 2003 until 2010. They also added that the Board of Adjustments had issued a variance to Tiffany Webb to open the facility as a daycare. Mrs. White also added that her mother in law had been paying commercial taxes on the property and it was under her understanding that the property has been grandfathered as a previous daycare. Mr. Kantowski asked what the property was surrounded by. Mrs. Tims informed the board that the property is surrounded by homes, but it is adjacent to right of way easements on both sides. Mrs. Tims presented pictures of the property showing that the character of the building was commercial. A neighbor voiced her disagreement with making the property a commercial site not because of the daycare, but because of any other

businesses that may come into the area. Mr. Kantowski asked if there had been any problems with the parking when the previous day care existed in that location. Residents from the neighborhood stated that the property has been a number of commercial businesses throughout the year and parking and vehicle traffic has never been a problem. Mr. Kantowski asked how we could restrict the property, and Mrs. Phillips and Mrs. Stanley added that there was a school in the near vicinity which would restrict any businesses entering into the area. They added that there are transmission lines in the easements adjacent to the property, which restricts it as well. Mrs. Tims added that there are many limitations because of the school. Mr. Konneman made a motion to approve the request to rezone the property located at 810 Westward Mrs. Phillips seconds the motion and the motion passed unanimously.

Item 4- COMMENTS AND REQUESTS FROM THE COMMISSION MEMBERS AND CITY STAFF

Item 7 – ADJOURNMENT:

Mr. Kantowski made a motion to adjourn at 6:15 p.m. Mr. Konneman seconds and the meeting was adjourned.

Andrew Kantowski

ORDINANCE NUMBER 1049

AN ORDINANCE REPEALING SECTION 2-39A, OFFICE OF PUBLIC SAFETY DIRECTOR, OF ARTICLE II, CITY DEPARTMENTS OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS

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

That Section 2-39A, Office of Public Safety Director of Article II, City Departments of the Code of Ordinances, City of La Marque, Texas, is hereby repealed.

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

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

Geraldine Sam, Mayor

ATTEST:

Carolyn E. Anderson,
City Clerk

ORDINANCE NO. 1041

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF A TRACT OF LAND CONTAINING 0.882 ACRES OF SURFACE ONLY OF ALL THAT PART OF BLOCK FIFTY (50), SUBDIVISION "K" OF THE COOK & STEWART SUBDIVISION, OUF OF THE JOHN D MOORE LEAGUE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, LYING ON THE EAST SIDE OF THE G.H. & H. RAILROAD RIGHT-OF-WAY, ACCORDING TO THE MAP OR PLAT T HEROF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Chris Cotter (the "Applicant") agent of the owner Land & Sea has purchased the tract of land described as 0.882 acres of land legally described as 0.882 ACRES OF SURFACE ONLY OF ALL THAT PART OF BLOCK FIFTY (50), SUBDIVISION "K" OF THE COOK & STEWART SUBDIVISION, OUF OF THE JOHN D MOORE LEAGUE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, LYING ON THE EAST SIDE OF THE G.H. & H. RAILROAD RIGHT-OF-WAY, ACCORDING TO THE MAP OR PLAT T HEROF RECORDED IN VOLUME 81, PAGE 526, (THE "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") made part hereof for all purposes; and

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

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

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

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of the certain tract of land described as 0.882 ACRES OF SURFACE ONLY OF ALL THAT PART OF BLOCK FIFTY (50), SUBDIVISION "K" OF THE COOK & STEWART SUBDIVISION, OUF OF THE JOHN D MOORE LEAGUE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, LYING ON THE EAST SIDE OF THE G.H. & H. RAILROAD RIGHT-OF-WAY,

ACCORDING TO THE MAP OR PLAT T HEROF RECORDED IN VOLUME 81, PAGE 526 is hereby changed from Single Family Residential to General Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

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

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

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same not, withstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ____ day of _____, 2011.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2011.

Geraldine Sam, Mayor
City of La Marque, Texas

ATTEST:

Carolyn E. Anderson, City Clerk



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TX-10017962
2001 OAK STREET
LA MARQUE, TX 77568

SPECIAL WARRANTY DEED

STATE OF Texas
COUNTY OF Galveston

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR WELLS FARGO ASSET SECURITIES CORPORATION HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3, hereinafter called "Grantor", whether one or more, for valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto CHRISTOPHER COTTER, 2001 OAK STREET, LA MARQUE, TX 77568, herein referred as to "Grantee", all of Grantor's right, title and interest in and to the real property described as

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the above described property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise

TX-10017962
2001 OAK STREET
LA MARQUE, TX 77568

EXECUTED this _____ day of _____,

HSBC BANK USA, NATIONAL ASSOCIATION, AS
TRUSTEE FOR WELLS FARGO ASSET
SECURITIES CORPORATION HOME EQUITY
ASSET-BACKED CERTIFICATES, SERIES 2006-3
By Wells Fargo Bank, N.A., successor by merger to Wells
Fargo Home Mortgage, Inc. as attorney in fact

By [Signature]
Its **JOSH FOREMAN**
Vice President Loan Documentation

CORPORATION ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Polk

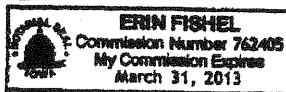
BEFORE ME, the undersigned Notary Public, on this day personally appeared Josh Foreman
the VP for Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home
Mortgage, Inc. as attorney in fact for HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR WELLS FARGO
ASSET SECURITIES CORPORATION HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3, known to
me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for
the purposes and consideration therein expressed

Given under my hand and seal of office this 28 day of October, 2010

My Commission Expires _____

Erin Fishel
Notary Public for the State of Texas

Printed Name of Notary Public



RETURN TO
CHRISTOPHER COTTER
2001 OAK STREET
LA MARQUE, TX 77568

PREPARED BY
Barrett Daffin Frappier Turner and Engel, LLP
15000 Surveyor Blvd., Suite 100
Addicks, TX 75001

PLACE OF CLOSING
Texas American Title Co. - Lisa Denham
11757 Katy Freeway, Suite 110
Houston, TX 77079

TX-10017962
2001 OAK STREET
LA MARQUE, TX 77568

Exhibit A

THE SURFACE ONLY OF ALL THAT PART OF BLOCK FIFTY (50), SUBDIVISION "K" OF THE COOK AND STEWART SUBDIVISION, OUT OF THE JOHN D. MOORE LEAGUE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, LYING ON THE EAST SIDE OF THE G. H. & H. RAILROAD RIGHT-OF-WAY, ACCORDING TO THE MAP OR PLAT T HEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010056388

November 18, 2010 10 24 18 AM

FEE \$24.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

TX-10017962
2001 OAK STREET
LA MARQUE, TX 77568

Exhibit A

THE SURFACE ONLY OF ALL THAT PART OF BLOCK FIFTY (50), SUBDIVISION "K" OF THE COOK AND STEWART SUBDIVISION, OUT OF THE JOHN D. MOORE LEAGUE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, LYING ON THE EAST SIDE OF THE G. H. & H. RAILROAD RIGHT-OF-WAY, ACCORDING TO THE MAP OR PLAT T HEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010056388

November 18, 2010 10 24 18 AM

FEE \$24.00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

**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 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

ORDINANCE NO. 1042

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF, A TRACT OF LAND CONTAINING 1.0080 ACRES TRACT OF LAND, BEING PART OF BLOCK 4; HIGHLAND CITY, NOW KNOWN AS LA MARQUE, ON THE SOUTHSIDE OF THE GH & HR R, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 68, PAGE 543, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON , TEXAS, SITUATED IN THE JOHN D MOORE LEAGUEIN GALVESTON COUNTY, TEXAS, FROM LIGHT INDUSTRIAL TO RESTRICTED COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Mary Dore (the "Applicant") agent of the owner Giering Investments L.P. has purchased the tract of land described as 1.004 Acres of land out OF, A TRACT OF LAND CONTAINING 1.0080 ACRES TRACT OF LAND, BEING PART OF BLOCK 4; HIGHLAND CITY, NOW KNOWN AS LA MARQUE, ON THE SOUTHSIDE OF THE GH & HR R, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 68, PAGE 543, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON , TEXAS, SITUATED IN THE JOHN D MOORE LEAGUEIN GALVESTON COUNTY, TEXAS, (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") and being more particularly described in Exhibit "A" made part hereof for all purposes; and

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

WHEREAS, the applicant has made application to the City to change such zoning classification of said property from Light Industrial to Restricted Commercial as authorized by the City's Zoning Ordinance; and

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

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of the certain tract of land described as 1.004 Acres of land out OF, A TRACT OF LAND CONTAINING 1.0080 ACRES TRACT OF LAND, BEING PART OF BLOCK 4; HIGHLAND CITY, NOW KNOWN AS LA MARQUE, ON THE SOUTHSIDE OF THE GH & HR R, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 68,

PAGE 543, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON , TEXAS, SITUATED IN THE JOHN D MOORE LEAGUE IN GALVESTON COUNTY, TEXAS, is hereby changed from Light Industrial to Restricted Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

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

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

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same not withstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ____ day of _____, 2011.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2011.

Geraldine Sam, Mayor
City of La Marque, Texas

ATTEST:

Carolyn E. Anderson, City Clerk

EXHIBIT "A"

ORDINANCE NUMBER 1042

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 1.0080 ACRES TRACT OF LAND, BEING PART OF BLOCK 4; HIGHLAND CITY, NOW KNOWN AS LA MARQUE, ON THE SOUTHSIDE OF THE GH & HR R, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 68, PAGE 543, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON, TEXAS, SITUATED IN THE JOHN D MOORE LEAGUEIN GALVESTON COUNTY, TEXAS, SAID 1.0080 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; (BEARINGS BASED DEED RECORDED UNDER GCCFN 200801253)

COMMENCING AT A ½ INCH ROD FOUND IN THE SOUTHEAST RIGHT OF WAY LINE OF YUPON STREET (WITH UNDETERMINED) MAKING THE WEST CORNER OF THE NORTH QUARTER OF SAID BLOCK 4;

THENCE NORTH 50 DEGREES 52' 00° EAST, WITH THE NOTHWESTERLY LINE OF SAID NORTH QUARTER OF BLOCK 4 AND THE SOUTHEREASTERLY RIGHT OF WAY LINE OF SAID YUPON STREET, A DISTANCE OF 176.50 FEET TO A ½ INCH ROD SET FOR THE WEST CORNER AND PLACE OF THE BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 50 DEGREES 52' 00° EAST, CONTINUING WITH THE NORTHWESTERLY LINE OF SAID NORTH QUARTER OF BLOCK 4 AND THE SOUTHEASTERLY RIGH OF WAY LINE OF SAID YUPON STREET, A DISTANCE OF 235.20 FEET TO A 5/8 INCH ROD FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID YUPON STREET WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF HIGHWAY 3 (WITH UNDETERMINED) FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 39 DEGREES 08 00°, WITH THW SOUTHWESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY 3, A DISTANCE OF 186.68 FEET TO A ½ INCH IRON ROD SET FOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 50 DEGREES 52' 00° WEST, PARALLEL WITH THE SOUTHEASTERLY AND NORTHWESTERLY LINES OF SAID NORTH QUARTER BLOCK 4, A DISTANCE OF 235.20 FEET TO A ½ INCH ROD FOUND FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, NORTH 39 DEGREES 08' 00° WEST, A DISTANCE OF 186.68 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 1.0080 ACRE OR 43,907. SQUARE FEET OF LAND, which currently has the address of 600 Highway 3, La Marque, Texas 77568

**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 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. Mr. Stanley seconds the motion and the motion passed unanimously.

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

ORDINANCE NO. 1043

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF, A TRACT OF LAND CONTAINING 1.004 ACRES OF LAND OUT OF ABST 150 J D MOORE SUR PT OF LOT 4 (44) HIGHLAND CITY, LA MARQUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1639 PAGE 563 OF THE RECORDS OF GALVESTON COUNTY, TEXAS FROM LIGHT INDUSTRIAL TO RESTRICTED COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Mary Dore (the "Applicant") agent of the owner Giering Investments L.P. has purchased the tract of land described as 1.004 ACRES OF LAND OUT OF ABST 150 J D MOORE SUR PT OF LOT 4 (44) HIGHLAND CITY, LA MARQUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1639 PAGE 563 OF THE RECORDS OF GALVESTON COUNTY, TEXAS (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") and being more particularly described in Exhibit "A" made part hereof for all purposes; and

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

WHEREAS, the applicant has made application to the City to change such zoning classification of said property from Light Industrial to Restricted Commercial as authorized by the City's Zoning Ordinance; and

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

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of the certain tract of land described as 1.004 ACRES OF LAND OUT OF ABST 150 J D MOORE SUR PT OF LOT 4 (44) HIGHLAND CITY, LA MARQUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1639PAGE 563 OF THE RECORDS OF

GALVESTON COUNTY, TEXAS is hereby changed from Light Industrial to Restricted Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

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

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

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ____ day of _____, 2011.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2011.

Geraldine Sam, Mayor
City of La Marque, Texas

ATTEST:

Carolyn E. Anderson, City Clerk

EXHIBIT "A"

ORDINANCE NUMBER 1043

LEGAL DESCRIPTION

Legal description for a 2.00 acre (87,120 square feet) tract of land out of Stephen F. Austin League, Survey #4, Abstract 2, being a part of a tract of land as described in a deed dated July 9, 1964 from the City of La Marque, Texas to Texas National Guard Armory Board and recorded in Volume 1639, Page 563 of the Galveston County Deed Records (GCDR), Galveston County, Texas said 2.000 acre tract being more particularly described by metes and bounds as follows. (Bearings based on South 47 degrees 13 minutes 00 seconds East along Southerly line of Westlawn subdivision as recorded in Volume 9 Page 61 of the Galveston County Map Records (GCMR));

COMMENCING at a found $\frac{3}{4}$ inch rod at the northeasterly corner of the said Texas National Guard Armory Board tract, the southeast corner of said Westlawn and being on the west right-of-way line of Westward Avenue (80 feet wide per Volume 9, Page 61 GCMR);

THENCE North 47 degrees 13 minutes 00 seconds West, along the said southerly line of Westlawn, a distance of 593.34 feet to a $\frac{3}{8}$ inch iron rod with cap stamped "Landtech" set, for the east corner and POINT OF BEGINNING of the herein described tract,

THENCE South 42 degrees 02 minutes 15 seconds West, severing said Texas National Guard Armory Board tract, a distance of 217.93 feet to a found $\frac{1}{2}$ inch rod, for the west corner of the herein described tract, being the southeast corner of a called 8.987 acre tract of land as described in a deed dated August 2, 1973 from Mary Elizabeth Vauthier, et al to Southwestern Bell Telephone Company and recorded in Volume 2393, Page 468 GCDR,

THENCE North 00 degrees 43 minutes 19 seconds West, along the east line of said Southwestern Bell Telephone Company Tract, a distance of 300.55 feet to a found $\frac{1}{2}$ inch iron rod, for the north corner of the herein described tract, being the southwest corner of said Westlawn,

THENCE South 47 degrees 13 minutes 00 seconds East, along the said southerly line of Westlawn, a distance of 501.73 feet to the POINT OF BEGINNING and containing 2.000 acres (87,120 square feet) of land.

**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 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

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

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. Mr. Stanley seconds the motion and the motion passed unanimously.

5. 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 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

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

ORDINANCE NO. 1044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION OF, A TRACT OF LAND CONTAINING 1.666 ACRES OF LAND OUT OF LOT 43 IN MAINLAND HOMESTEADS A SUBDIVISION OF, LA MARQUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 254-A PAGE 50 OF THE RECORDS OF GALVESTON COUNTY, TEXAS FROM SINGLE FAMILY RESIDENTIAL TO GENERAL COMMERCIAL; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Charles Sandino (the "Applicant") agent of the owner Glebert Cristan has purchased the tract of land described as 1.666 Acres of land out of LOT 43 IN MAINLAND HOMESTEADS A SUBDIVISION OF, LA MARQUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 254-A PAGE 50 OF THE RECORDS OF GALVESTON COUNTY, (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") and being more particularly described in Exhibit "A" made part hereof for all purposes; and

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

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

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

WHEREAS, the council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of the certain tract of land described as 1.666 Acres of land out of LOT 43 IN MAINLAND HOMESTEADS A SUBDIVISION OF, LA MARQUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 254-A PAGE 50 OF THE RECORDS OF GALVESTON

COUNTY, is hereby changed from Light Industrial to Restricted Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

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

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

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same not withstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the first reading this the ____ day of _____, 2011.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the second and last reading this the ____ day of _____, 2011.

Geraldine Sam, Mayor
City of La Marque, Texas

ATTEST:

Carolyn E. Anderson, City Clerk

EXHIBIT "A"
ORDINANCE NUMBER 1044
LEGAL DESCRIPTION

DESCRIPTION FO 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 begin the interaction 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 Northeast Corner of Lot 43 same being 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, N00°43'W, parallel to the East line of lot 43, a distance of 183.46 feet to a point for the corner;

THENCE S89°17'W parallel to the North line of lot 43, a distance of 15.000 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 155.000 feet to a point for corner;

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.

**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 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. Mr. Stanley seconds the motion and the motion passed unanimously.

5. 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 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

**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 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.

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
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 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.

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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

EQUIPMENT LEASE PURCHASE AGREEMENT

By and between

**Municipal Funding Solutions, LLC
as Lessor**

and

City of LaMarque, Texas

Dated as of March 28, 2011

EQUIPMENT LEASE PURCHASE AGREEMENT

This EQUIPMENT LEASE PURCHASE AGREEMENT (the "Agreement"), dated as of March 28, 2011 and entered into between Municipal Funding Solutions, LLC, 7035 Veterans Blvd., Burr Ridge, IL 60527 and City of La Marque, Texas, 1111 Bayou Rd., La Marque, Texas 77568 (Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A," to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement; and WHEREAS, Lessee is authorized under the Constitution and laws of the State of Texas to enter into this agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title, and interest in, to and under this Agreement and the Equipment may be assigned for the benefit of the Registered Owners.

"Agreement" means this Equipment Lease Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Sections 13.06 and 13.07.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A," Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 7.01 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which the Lease was entered into by Lessee and Lessor.

"Lease Participation Certificates" means certificates evidencing a right to receive a pro rata share of Rental Payments and Purchase Price Payments.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Registered Owners" means the registered owners of Lease Participation Certificates.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Texas.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Texas Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.

(e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.

- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment, except that future acquisitions of items of Equipment shall be acquired by Lessee pursuant to competitive bids in compliance with applicable law.
- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of the Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
- (k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

- (a) The estimated total cost of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (e) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Agreement is intended to be and is a multi-year lease contract.

Section 3.02. Lease Term. Notwithstanding any provision of the Agreement to the contrary, the Agreement shall terminate absolutely and without further obligation on the part of Lessee at the close of the fiscal year in which it is executed, and at the close of each succeeding fiscal year for which it may be renewed as herein provided; provided, however, that the Agreement shall be automatically renewed on the first day of each year following automatic termination unless Lessee shall have given to the Lessor notice in writing not later than 30 days prior to the date of the expiring year of its intention not to renew the Agreement for the ensuing year.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Notwithstanding the provisions of Agreement to the contrary, if the Lessee opts not to renew the Lease as provided herein, the Agreement shall terminate completely and the Lessee shall have no additional liability under the Agreement. The Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds of Lessee are no longer available to satisfy the obligation of Lessee under the Agreement. If the Agreement is terminated in accordance with this section, Lessee agrees to peaceably deliver the Equipment, as the Lessee's sole expense, to Lessor at the location specified by Lessor.

Section 3.04 Possession Following Nonappropriation or Nonrenewal. If an event of nonappropriation occurs or if the Agreement is not renewed as provided in Section 3.02 hereto and the Lessee continues to possess the Equipment, the Lessor may, at the expense of the Lessee, enter the premises and take possession of the Equipment.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments, exclusively from legally available monies in the General Fund and such other funds as may be designated by the Lessee, in lawful money of the United States of America, without notice or demand, to Lessor, in such amounts and shall send the Rental Payments at least five (5) business days prior to the dates set forth on Exhibit B hereto, at the address set forth on the first page hereof, or such other address as Lessor, or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. Any Rental Payment not paid within 10 days of the due date thereof

shall be subject to a late payment charge equal to five percent (5%) of the amount of the past due Rental Payment, but in no event less than ten Dollars (\$10.00). A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. *EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.*

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties.

All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that the Lessor is neither a manufacturer nor a vendor of such Equipment. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.*

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's representation shall be against the Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendor of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms.

(a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price plus \$1.00 to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of his interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (a) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent as agent for Lessee. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all

payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. Lease Participation Certificates may be executed and delivered by the Agent to Registered Owners, if any. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or Registered Owner any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement.

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 10 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement or any Lease, may declare all Rental Payments due or to become due with respect to any or all Leases during the Fiscal Year in effect when the default occurs to be immediately due and payable by lessee, whereupon such Rental Payments shall be immediately due and payable; and
- (b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee and/or take possession of any or all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; or in the event lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.
- (c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Purchase Option Prices of the Equipment or Equipment Groups; and (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee.
- (d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement and/or any Lease hereunder prior to the payment of all Rental Payments or the applicable Prepayment Price in accordance with each Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place

the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee or the Agent.

Section 13.02. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.05. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee; provided that no amendment that affects the rights of the Registered Owners shall be effective unless it shall have been consented to by the Registered Owners of a majority, in principal amount, of the Lease Participation Certificates, if any, then outstanding.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.08. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

LESSEE

Municipal Funding Solutions, LLC

City of La Marque, Texas

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(SEAL)

ATTEST:

By: _____

Print Name: _____

Title: _____

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease Purchase Agreement.

Qty. **Description**

(1) New Pierce Fire Engine as outlined in HGAC Contract No. FS12-09 dated 3-11-11 between the City of La Marque, TX and Martin Apparatus, Inc.

Together with all accessions, additions and attachments thereto.

The Equipment is located at: 1109 Bayou Rd, La Marque, TX 77568

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease Purchase Agreement.

.....
STATEMENT OF ESSENTIAL USE

We will use the _____ Fund to make the lease payments.

City of La Marque, Texas

By: _____

Title: _____

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

RENTAL PAYMENT SCHEDULE

Date of First Payment: 2-1-12

Original Balance: \$444,000.00

Total Number of Payments: 5

Number of Payments per Year: 1

Pmt No.	Due Date	Installment Payment	Applied to Principal	Applied to Interest	*Purchase Option Price
1	02/01/2012	\$98,455.45	\$85,350.05	\$13,105.40	\$363,791.22
2	02/01/2013	\$98,455.45	\$84,647.43	\$13,808.02	\$277,158.98
3	02/01/2014	\$98,455.45	\$87,906.35	\$10,549.10	\$187,711.20
4	02/01/2015	\$98,455.45	\$91,290.75	\$7,164.70	\$95,356.36
5	02/01/2016	\$98,455.45	\$94,805.42	\$3,650.03	\$1.00

City of La Marque, Texas

By: _____

Title: _____

*Assumes all Installment Payments due to date are paid.

EXHIBIT C TO EQUIPMENT LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Municipal Funding Solutions, LLC
7035 Veterans Blvd.
Burr Ridge, Illinois 60527

Re: Equipment Lease Purchase Agreement, dated March 28, 2011 (the "Agreement") between Municipal Funding Solutions, LLC (Lessor") and City of La Marque, Texas ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute an Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

City of La Marque, Texas

By: _____

Title: _____

EXHIBIT D TO EQUIPMENT LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL

(On Counsel's Letterhead)

Municipal Funding Solutions, LLC
7035 Veterans Blvd.
Burr Ridge, Illinois 60527

As counsel for the City of La Marque, Texas ("Lessee"), we have examined duly executed originals of the Equipment Lease Purchase Agreement (the "Agreement") dated March 28, 2011, by and between Lessee and Municipal Funding Solutions, LLC ("Lessor"), the proceedings taken by Lessee to authorize and execute this Agreement together with other related documents, and the Constitution of the State of Texas ("State") as presently enacted and construed. Based upon said examination and upon such other examination as we have deemed necessary or appropriate, it is our opinion that:

The Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by the Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgement against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgement.

Lessee has complied with applicable public bidding requirements.

To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of the Lessee which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.

The Municipality is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Signature and Printed Name, Address, Telephone and Date

EXHIBIT E TO EQUIPMENT LEASE PURCHASE AGREEMENT

**Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas
as Lessee.**

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of La Marque, Texas and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

_____ to _____.

Dated: _____

By: _____

Title: Secretary/Clerk of Lessee

EXHIBIT F TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

RESOLUTION OF GOVERNING BODY

BE IT RESOLVED by the governing body of the City of La Marque, Texas (the "Lessee"), at a duly called meeting of the governing body held on _____, 20 __, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of (1) New Pierce Fire Apparatus (the "Equipment"), the Lessee desires to finance the Equipment by entering into an Equipment Lease Purchase Agreement with Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee (the "Agreement") according to the terms set forth in the Lease Agreement from Municipal Funding Solutions, LLC dated March 28, 2011, presented at the board meeting; and the Equipment will be used by the Lessee for the purpose of:

_____,

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of the Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Person(s) to Execute Agreement:

_____,

RESOLVED, the Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

The Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2011 calendar year, and hereby designates the Agreement as a "qualified tax exempt obligation", as defined by Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk of Lessee

Attachments: Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$440,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

.....

EXHIBIT H TO EQUIPMENT LEASE PURCHASE AGREEMENT

Dated March 28, 2011 Between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

The Certificate of Bank Eligibility is entered into and executed by the City of La Marque, Texas as Lessee, supplementing and adding to the Equipment Lease Purchase Agreement.

The Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2011 calendar year, and hereby designates the lease of the Equipment to which this certificate pertains as a "qualified tax exempt obligation", as defined by Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Lessee: City of La Marque, Texas

By: _____

Title: _____

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: _____

Name of Lessee: _____

Street/P.O. Box _____

City, State, Zip _____

Equipment Lease Purchase Agreement between Municipal Funding Solutions, LLC as Lessor and City of La Marque, Texas as Lessee dated March 28, 2011

Equipment Description: (1) New Pierce Fire Engine per HGAC Contract No. FS12-09 dated 3-11-11

Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name: _____

Phone Number () _____

NOTICE OF ASSIGNMENT

March 28, 2011

Municipal Funding Solutions, LLC (Lessor/Assignor) hereby gives notice of an Assignment between Lessor/Assignor and First Midwest Bank (Assignee) of the Equipment Lease Purchase Agreement (Agreement) between Lessor/Assignor and City of La Marque, Texas (Lessee), dated as of March 28, 2011.

All Rental Payments coming due pursuant to the Agreement shall be made to:

First Midwest Bank
24509 West Lockport Street
Plainfield, IL 60544

Municipal Founding Solutions, LLC Lessor/Assignor

Signature

Typed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

City of La Marque, Texas (Lessee), as party to the Equipment Lease Purchase Agreement (Agreement) dated as of March 28, 2011 between Lessee and Municipal Funding Solutions, LLC (Lessor), hereby acknowledges receipt of a Notice of Assignment dated March 28, 2011 whereby Lessor gave notice of its assignment to First Midwest Bank of its right to receive all Rental Payments due from Lessee under the Agreement and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Lessor, Lessee agrees to deliver all Rental Payments coming due under the Agreement to:

First Midwest Bank
24509 West Lockport Street
Plainfield, IL 60544

City of La Marque, TX, Lessee

Signature

Typed Name and Title

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	4 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code		6 Date of issue
7 Name of issue		8 CUSIP number
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person ()

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a ☐		
If obligations are BANs, check only box 19b ☐		
20 If obligations are in the form of a lease or installment sale, check box ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 5-2010)

Part VI Miscellaneous

- | | | | |
|------------|--|--|--|
| 35 | | | |
| 36a | | | |
| 37a | | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . .
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . .
- b** Enter the final maturity date of the GIC ▶ _____
- 37** Pooled financings: **a** Proceeds of this issue that are to be used to make loans to other governmental units . . .
- b** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____
- 38** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . ☐
- 39** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . ☐
- 40** If the issuer has identified a hedge, check box . . . ☐

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		_____ Date	▶ _____ Type or print name and title
Paid Preparer's Use Only	Preparer's signature ▶ _____		_____ Date	Check if self-employed ☐
	Firm's name (or yours if self-employed), address, and ZIP code ▶ _____		EIN : _____	Preparer's SSN or PTIN
			Phone no. () _____	

Form **8038-G** (Rev. 5-2010)

To: Ms. Anderson - City of LaMarque
From: John Alford and Robert Stein
Rice University
Re: Redistricting for City of LaMarque
Date: March 18, 2011

Per your request we have detailed below the several tasks we propose doing for the City of LaMarque in regards to your current city council demography and district boundaries. For all work detailed our rate is \$200 per hour

Task 1: Evaluate current district demography and boundaries in light of 2010 Census data and determine whether district boundaries need to be reconfigured to meet equal population standards.

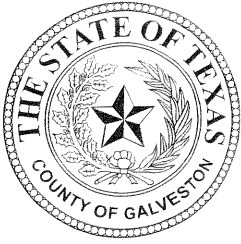
Estimated hours of needed for completion: 10 hours/\$2,000

Task 2: If district boundaries need to be redrawn per findings in task 1, we will provide the city with reconfigured city council district map that meets both the requirements of equal population and the Voting Rights Act and several amendments.

Estimated hours of needed for completion: 10-20 hours/\$2,000 - \$4,000

Task 3: Meetings, public presentations and other consultations with City of LaMarque officials necessary for the adoption and successful preclearance of a final city council district map.

Estimated hours of needed for completion: to be determined by City of LaMarque



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



March 21, 2011

The Honorable Geraldine Sams
City of La Marque
1111 Bayou
La Marque, TX 77568

Dear Mayor Sams:

Since 2005, the Galveston County Tax Office has focused on improving and streamlining operations and delivering services in an exemplary manner. Each year as budget season nears, we review our cost of services and analyze whether reductions or increases in assessment and collection fees are appropriate.

As a result of improved technologies, adoption of extensive policies, procedures and standards, and development (and retention) of a trained team of tax professionals, the per parcel fee (for Galveston County properties) will be reduced from \$0.32 to \$.027 beginning in the 2011 tax year. This will result in a slight reduction in cost for your government.

Enclosed please find two copies of a Fee Reduction Amendment to Interlocal Tax Collection Agreement. Please present to your governing body for approval and return both originals for submission to County Commissioners. A signed original will be returned for your files.

Should you have questions or concerns, please do not hesitate to contact me. I look forward our continued partnership.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, RTA

Enclosures

**FEE REDUCTION AMENDMENT
TO
INTERLOCAL TAX COLLECTION AGREEMENT**

- I. This Amendment is entered into between Galveston County and City of La Marque.
- II. Parties named herein have entered into an Interlocal Tax Collection Agreement for tax assessment and collection services through July 31, 2012.
- III. Parties agree that beginning with the 2011 tax year, the per parcel fee charged by the County will be \$0.27 or 1% of the taxing entity's levy, whichever is less.
- IV. Parties agree that the Interlocal Tax Collection Agreement, along with subsequent Amendments on file with the Office of Galveston County Clerk constitute the complete understanding of the parties. No other representation, oral or written, between the parties shall be of any force and effect unless specifically stated in writing.

Executed this the _____ day of _____, 2011.

The Honorable Geraldine Sams, Mayor

Witness

County of Galveston

Mark Henry, County Judge

Date

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, Tax Assessor/Collector

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Executed this the _____ day of _____, 2011.

The Honorable Geraldine Sams, Mayor

Witness

County of Galveston

Mark Henry, County Judge

Date

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, Tax Assessor/Collector

March 16, 2011

Keith Hoffpauir, Program Analyst
Disaster Recovery Planning and Development
Texas Department of Rural Affairs
P.O. Box 12877
Austin, Texas 78711

Dear Mr. Hoffpauir:

The City of La Marque received the Complainants Request for Additional Information on March 14, 2011 pertaining to the City's recent application to the CDBG 2008 Supplemental Disaster Recovery Program for Round 2 Phase 1 Funds. The City proposes to use these funds to harden the water and sewer system to protect against utility failure from future storm systems.

The City understands its responsibility to deal with impediments and affirmatively further fair housing within its jurisdictional borders. Further, the City will participate with any development of a regional fair housing plan for the storm impacted areas.

Therefore the City of La Marque agrees to undertake the FHAST form process to insure that the Long Term Plan to Affirmatively Further Fair Housing in La Marque is in compliance with HUD regulations and laws. The City agrees to undertake this process within the first 120 days of its contract period for this funding.

Sincerely,

Eric W. Gage, City Manager

Carolyn Anderson

From: Mark Salinas [marksalinas1096@gmail.com]
Sent: Tuesday, March 15, 2011 10:13 AM
To: Carolyn Anderson
Subject: Re: Charter Review Committee

With great disappointment I will have to withdraw from the Charter Review Committee. Since the meetings are done during the day it will be very hard to attend them.

On Wed, Mar 9, 2011 at 9:07 AM, Carolyn Anderson <c.anderson@ci.la-marque.tx.us> wrote:

Good morning, Mr. Salinas

Would you send a written note (or e-mail) expressing your wishes to withdraw from the Charter Review Committee. I think it would be best to have your request in writing.

Thanks

Carolyn

Carolyn E. Anderson
City Clerk
City of La Marque
1111 Bayou Road
La Marque, TX 77568

Phone: 409.938.9203
Facsimile: 409.935.0401

--
Mark A. Salinas