LA MARQUE CITY COUNCIL
LA MARQUE CITY COUNCIL CHAMBERS
1109-B BAYOU ROAD
LA MARQUE, TEXAS 77568
REGULAR MEETING AGENDA
September 26, 2011
6:00 P.M.

(1) ROLL CALL –

(2) INVOCATION – First United Methodist Church – Sharon Sabom

(3) PLEDGE –

(4) PRESENTATION –
a. Bond Issue Refinancing Opportunity

(5) APPROVAL OF MINUTES –
a. Special Meeting of September 9, 2011
b. Regular Meeting of September 12, 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 (This is the first and final reading of Ordinance 1055 per Texas Government Code 1201.028)
a. Ordinance Number 1055 – An Ordinance Authorizing the Issuance of City of La Marque, Texas General Obligation Refunding Bonds, Series 2011; Levying a Tax in Payment Thereof; Setting Certain Parameters for the Bonds; Authorizing the Authorized Officer to approve the Amount, the Interest Rate, Price and Certain Other Terms Thereof; Authorizing the Redemption Prior to Maturity of Certain Outstanding Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement and a Paying Agent/Registrar Agreement Relating to Such Bonds; and Enacting Other Provisions Relating Thereto.

(8) SECOND READING OF ORDINANCES (A PUBLIC HEARING WILL BE HELD) –
a. Ordinance Number 1052 - An Ordinance of the City of La Marque, Texas, providing for the vacating, abandonment, and closing of a part of the 20 foot waterway located within the City of La Marque, Texas

b. Ordinance Number 1054 – An ordinance levying ad valorem taxes for the City of La Marque, Texas, for the tax year 2011; establishing the time of payment thereof; the penalty to be assessed for delinquent payments; and exemptions.

(9) OLD BUSINESS –

a. Consider, Discuss and Approve Extending the Agreement between the City of La Marque and the La Marque Police Association from October 1, 2011 through September 30, 2012.

b. Consider, Discuss and Approve nominations(s) to the Galveston Central Appraisal District

(10) NEW BUSINESS –
a. Consider, Discuss and Approve authorizing the Mayor to Execute the Quit Claim Deed to convey the Easement of Property described in Ordinance 1052 vacating, abandonment, and closing of a part of the 20 foot waterway.
b. Consider, Discuss and Approve Schedule of Events, Plan of Finance and Financial Advisor Agreement For General Obligation Refunding Bonds, Series 2011.
c. Consider, Discuss and Approve the Purchasing Card Service Agreement with Regions Bank.
d. Consider, Discuss and Approve Resolution 1168 Adopting the Fiscal Year 2011-2012 Budget.

e Consider, Discuss and Approve LM 07-11 Lubricating Oil to Apache Oil Company not to exceed amount approved in Departmental Budgets for 2011-12

f. Consider, Discuss and Approve LM 09-11 Water & Sewer Supplies to ACT Pipe & Supply not to exceed amount in 2011-2012 budget.

g. Consider, Discuss and Approve LM 08-11 Waste Water Sludge Management Removal to Terra Renewal in the amount of $81,125.00.

h. Consider, Discuss and Approve LM 01-11 Chlorine Calcium Hypochlorite and Sulfur Dioxide to DXI Industries in the amount of $36,866.00

i. Consider, Discuss and Approve LM 04-11 Fuel to Apache Oil Company not to exceed amount approved in 2011-2012 budget.

j. Consider, Discuss and Approve the Council authorizing the Mayor the approval to sign the annual Water Pollution and Abatement Contract for the Fiscal Year 2012.

k Consider, Discuss and Approve Cancellation of the November 28, 2011 and the December 26, 2011 Regular City Council Meetings.

l. Consider, Discuss and Approve a member to the Electrical Board – District D Appointment.

m. Consider, Discuss and Approve a nomination(s) to replace former Mayor Geraldine Sam and add an Alternate Member to the Galveston County-Wide Urban-Rural Transit District ("District") Governing Board

n. Consider, Discuss and Approve the resignation of the Interim-City Clerk effective September 30, 2011.

o. Consider, Discuss and Approve the appointment of Zina Tedford as Interim-City Clerk effective October 1, 2011 and Approve Agreement with Texas First Group Replacement Service, Inc.

(11) 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 (limited to three (3) minutes). In compliance with Texas Open Meeting Act the City Council may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.

(12) ANNOUNCEMENTS, COMMENTS AND REQUESTS FROM COUNCIL –

(13) 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 **22nd** day of **September, 2011**.

_____
Martha A. Gillett, Interim-City Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-9203, or Fax (409) 935-0401, or e-mail cityclerk@ci.la-marque.tx.us for further information.

CITY OF LA MARQUE
INTER-DEPARTMENTAL
COMMUNCATION

TO: **Honorable Mayor Hocking and City Council Members**

FROM: **Carol Buttler, Interim-City Manager**

DATE: **September 22, 2011**

SUBJECT: **Agenda Items for Regular Council Meeting of September 26, 2011**

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(1) ROLL CALL –

(2) INVOCATION – First United Methodist Church – Sharon Sabom

(3) PLEDGE –

(4) PRESENTATION -

a. Bond Issue Refinancing Opportunity – by John Robuck, RBC Capital Markets and Jonathan Frels, Vinson and Elkins. (1-5)

(5) APPROVAL OF MINUTES - (6-11)

a. Regular Meeting of September 9, 2011
b. Special Meeting of September 12, 2011

(7) REPORT FROM CITY MANAGER – (12-65)

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

(8) FIRST READING OF ORDINANCES – (66-112) **This is the first and final reading of Ordinance 1055 per Texas Government Code 1201.028**

a. Ordinance Number 1055 – An Ordinance Authorizing the Issuance of City of La Marque, Texas General Obligation Refunding Bonds, Series 201; Levying a Tax in Payment Thereof; Setting Certain Parameters for the Bonds; Authorizing the Authorized Officer to approve the Amount, the Interest Rate, Price and Certain Other Terms Thereof; Authorizing the Redemption Prior to Maturity of Certain Outstanding Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement and a Paying Agent/Registrar Agreement Relating to Such Bonds; and Enacting Other Provision Relating Thereto.

This item is being placed on the agenda because interest rates are still low and the possibility of refinancing the Bonds produces savings in the area of interest payments.

(9) SECOND READING OF ORDINANCES (A PUBLIC HEARING WILL BE HELD)–

a. Ordinance Number 1052 – An Ordinance of the City of La Marque, Texas, providing for the vacating, abandonment, and closing of a part of the 20 foot waterway located within the City of La Marque, Texas.

b. **Ordinance Number 1054 –** An ordinance levying ad valorem taxes for the City of La Marque, Texas, for the tax year 2011; establishing the time of payment thereof; the penalty to be assessed for delinquent payments; and exemptions.

(10) OLD BUSINESS – (113-182)

a. Consider, Discuss and Approve Extending the Agreement between the City of La Marque and the La Marque Police Association from October 1, 2011 through September 30, 2012.

b. Consider, Discuss and Approve nominations(s) to the Galveston Central Appraisal District

(11) NEW BUSINESS – (183-239)

a. Consider, Discuss and Approve authorizing the Mayor to Execute the Quit Claim Deed to convey the Easement of Property described in Ordinance 1052 vacating, abandonment, and closing of a part of the 20 foot waterway

b. Consider, Discuss and Approve Schedule of Events, Plan of Finance and Financial Advisor Agreement for General Obligation Refunding Bonds, Series 2011.

This item is approves the contract with the City's Financial Advisor to handle the General Obligation Refunding Bonds, Series 2011.

c Consider, Discuss and Approve the Purchasing Card Service Agreement with Regions Bank.

JP Chase cancelled City credit cards due to the State of Texas Contract expiring on August 31, 2011. Citibank has current purchase card program through the State, but cannot produce any cards for use until mid-November. Regions Bank has offered to process cards for the City within 10 days of approval.

d. Consider, Discuss and Approve Resolution 1168 adopting the Fiscal Year 2011-2012 Budget.

This resolution officially adopts the city's budget for the upcoming fiscal year.

e. Consider, Discuss and Approve LM 07-11 Lubricating Oil to Apache Oil Company not to exceed amount approved in Departmental Budges for 2011-12.

Staff recommends accepting the bid submitted by Apache Oil Company as the lowest qualified bidder meeting all specifications. All bid amounts are based on estimated quantities supplied by the City of La Marque. There were five (5) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period. Of this, four (4) qualified bids were received. Please see the attached bid tabulation for bid results.

f. Consider, Discuss and Approve LM 09-11 Water & Sewer Supplies to ACT Pipe & Supply not to exceed amount in 2011-2012 budget.

Staff recommends accepting the bid submitted by ACT Pipe & Supply as the lowest qualified bidder meeting all specifications. All bid amounts are based on estimated quantities supplied by the City of La Marque. There were ten (10) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period. Of this, one (1) qualified bid was received. Please see the attached bid tabulation for bid results. The City Department has requested $75,260.00 in the 2011-2012 budget.

g. Consider, Discuss and Approve LM 08-11 Waste Water Sludge Management Removal to Terra Renewal in the amount of $81,125.00.

Staff recommends accepting the bid submitted by Terra Renewal as the lowest qualified bidder meeting all specifications with a total bid amount of $81,125.00. All bid amounts are based on estimated quantities supplied by the City of La Marque. There were thirteen (13) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period. Of this, one (1) qualified bid was received. Please see the attached bid tabulation for bid results. The City Department has requested $96,800 in the 2011-2012 budget.

h. Consider, Discuss and Approve LM 01-11 Chlorine Calcium Hypochlorite and Sulfur Dioxide to DXI Industries in the amount of $36,866.00.

Staff recommends accepting the bid submitted by DXI Industries as the only bidder with a total Bid amount of $38,866.00. All bid amounts are based on estimated quantities supplied by the City of La Marque. There were ten (10) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period. Of this, one (1) qualified bid was received. Please see the attached bid tabulation for bid results. Utility 24 has requested a budget amount of $40,000 in the 2011-2012 budget.

i. Consider, Discuss and Approve LM 04-11 Fuel to Apache Oil Company not to exceed amount approved in 2011-2012 budget.

Staff recommends accepting the bid submitted by Apache Oil Company as the lowest qualified bidder meeting all specifications. All bid amounts are based on estimated quantities supplied by the City of La Marque. There were eleven (11) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period. Of this, three (3) qualified bids were received. Please see the attached bid tabulation for bid results. The City Department has requested $187,150.00 in the 2011-2012 budget.

j. Consider, Discuss and Approve the Council authorizing the Mayor the approval to sign the annual Water Pollution and Abatement Contract for the Fiscal Year 2012.

The enclosed contract for Mayor signature is the City Annual Pollution Control and Abatement Contract between Galveston County Health District and City of La Marque, within this contract the County provides assistance with investigations pertaining to water quality related complaints, monitor storm water quality and inspection investigation of city sewer system and sewer plant.

k. Consider, Discuss and Approve cancellation of the November 28, 2011 and the December 26, 2011 Regular City Council Meetings.

This is being recommended to the Holiday schedule as in it has been handled in previous years. Should there be a need to conduct business during the holiday season, staff would recommend a special called meeting at that time.

l. Consider, Discuss and Approve a member to the Electrical Board – District D Appointment.

This appointed is needed to fill a vacant spot on the Electrical Board. An application is enclosed from Greg Cornett.

m. Consider, Discuss and Approve nomination(s) to replace former Mayor Geraldine Sam and add an Alternate Member to the Galveston County-Wide Urban-Rural Transit District ("District") Governing.

The City was contacted by the "District" advising this action needed to take place. Enclosed you will find the original Resolution adopted by the City of La Marque.

n. Consider, Discuss and Approve the resignation of the Interim-City Clerk effective September 30, 2011.

Ms. Gillett provided you with her resignation letter at the last Council meeting.

o. Consider, Discuss and Approve the appointment of Zina Tedford as Interim-City Clerk to be effective October 1, 2011 and approve Agreement with Texas First Group Replacement Service, Inc.

(12) ANNOUNCEMENTS, COMMENTS AND REQUESTS FROM COUNCIL –

(13) ADJOURNMENT –

City of La Marque, Texas

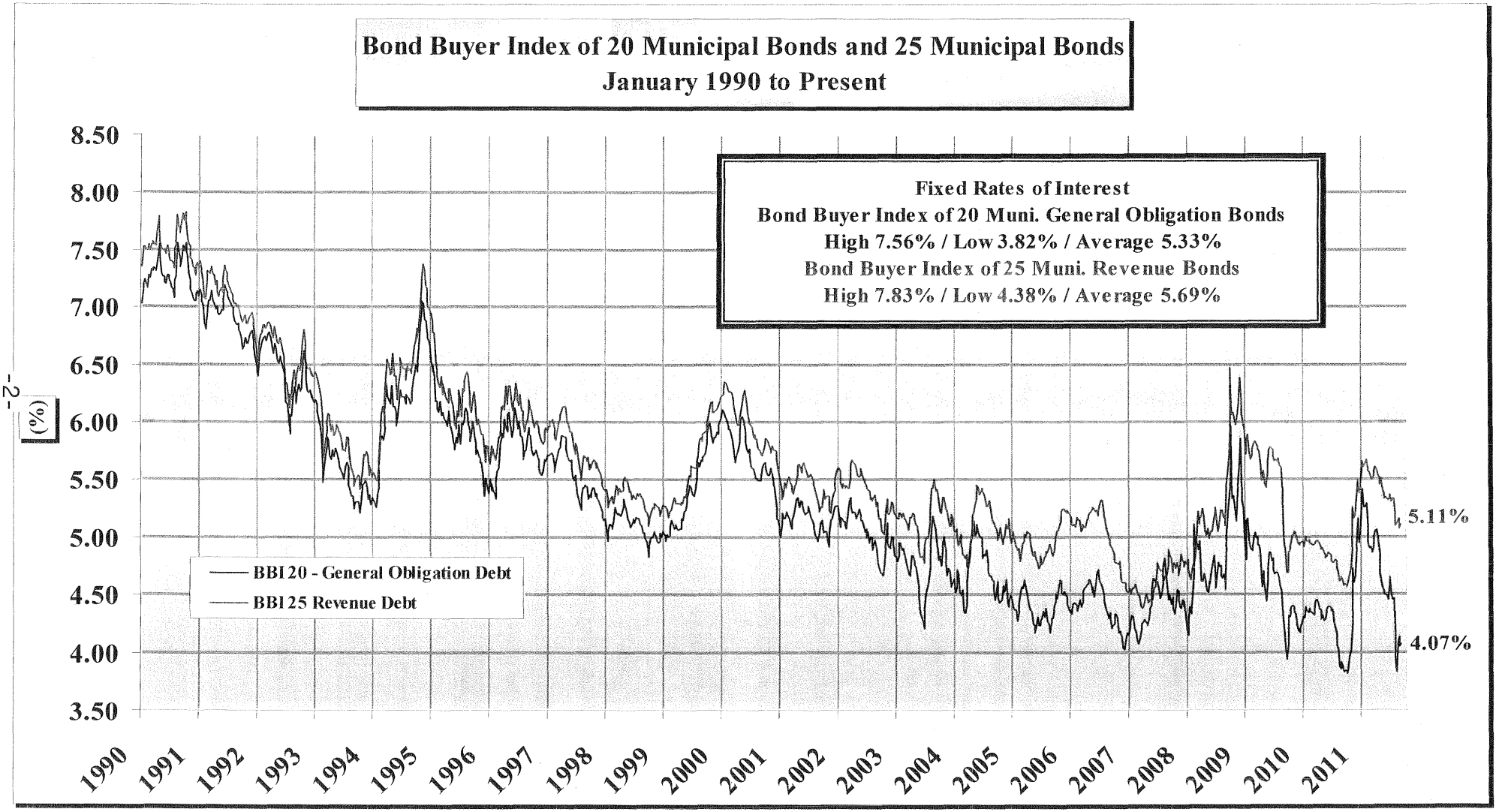
Refinancing Opportunity

September 26, 2011

RBC Capital Markets®

City of La Marque, Texas

Current Market Conditions



The BBI 20 is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA." The BBI 25 is also published every Thursday. The rate consists of revenue bonds maturing in 30 years with an average rating equivalent to Moody's "A1" and S&P's "A+".

City of La Marque, Texas

Refinancing Opportunity

Series	Refunded Maturity	Coupon	Refunded Amount	Call Date	Call Price	General Obligation Refunding: New Yield (1)	General Obligation Refunding: Refunding Savings (2)	WWSS Refunding: New Yield (1)	WWSS Refunding: Refunding Savings (2)
Waterworks and Sewer System Revenue Bonds, Series 1996	09/01/2012	4.400%	330,000	11/01/2011	100.00	2.20%	4,436	2.60%	2,340
	09/01/2013	4.450%	340,000	11/01/2011	100.00	2.20%	10,133	2.60%	7,650
	09/01/2014	4.500%	360,000	11/01/2011	100.00	2.20%	17,056	2.60%	12,998
	09/01/2015	4.550%	375,000	11/01/2011	100.00	2.20%	23,637	2.60%	13,925
	09/01/2016	4.550%	390,000	11/01/2011	100.00	2.20%	31,196	2.60%	18,720
			1,795,000				**86,458**		**55,633**
Waterworks and Sewer System Revenue Bonds, Series 1998	09/01/2012	3.400%	270,000	11/01/2011	100.00	2.20%	2,215	2.60%	828
	09/01/2013	3.450%	280,000	11/01/2011	100.00	2.20%	4,797	2.60%	2,779
	09/01/2014	3.500%	285,000	11/01/2011	100.00	2.20%	7,659	2.60%	4,501
	09/01/2015	3.550%	300,000	11/01/2011	100.00	2.20%	11,325	2.60%	6,854
	09/01/2016	3.600%	310,000	11/01/2011	100.00	2.20%	15,300	2.60%	8,501
	09/01/2017	3.650%	575,000	11/01/2011	100.00	2.20%	37,645	2.60%	19,706
	09/01/2018	3.650%	575,000	11/01/2011	100.00	2.20%	43,864	2.60%	21,797
			2,595,000				**122,805**		**64,966**
Totals:			**4,390,000**				**209,263**		**120,599**

(1) Private Placement Market Rates.
(2) Savings are inclusive of estimated transaction expenses.

City of La Marque, Texas

Tentative Schedule of Events

$4,490,000*
General Obligation Refunding Bonds, Series 2011

SEPTEMBER - 2011						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER - 2011						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	**10**	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	**31**					

Day/Date	Action	Participants
Monday, September 26	Council Meeting to Approve Schedule of Events, Plan of Finance and FA Contract	RBC, City
Tuesday, September 27	Solicit Offers from Banks/Financial Institutions	RBC, City, V&E
Monday, October 10	**City Council Adopts Order Authorizing the Issuance of the Bonds**	**RBC, City, V&E**
Tuesday, October 11	Review Final Documents for Attorney General	RBC, City, V&E
Monday, October 31	**Delivery of Bonds (Closing)**	**RBC, City, V&E**

PARTICIPANTS

City – City of La Marque, Texas
RBC – RBC Capital Markets, LLC
V&E – Vinson & Elkins L.L.P.

* **Preliminary, subject to change.**

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SPECIAL MEETING
LA MARQUE CITY COUNCIL

The La Marque City Council met in a duly called and announced Special Meeting on September 9, 2011. Mayor Bobby Hocking called the meeting to order at 1:02 p.m.

ROLLCALL-
Present: Mayor Bobby Hocking Mayor Pro-Tem Keith Bell, Councilmember Osteen, Council Member Connie Trube, Council Member Clent Brown, City Manager Eric Gage, and Interim-City Clerk Martha A. Gillett

STAFF: Karen Cooper

134-2011 EXECUTIVE SESSION -

a. Section 551.074 of the Government Code – Personnel Matters – Interview Candidates for Interim-City Manager Position.

Mayor Hocking closed the open meeting at 1:03 p.m. and the City Council convened into executive session.

City Council reconvened at 5:16 p.m. and Mayor Hocking re-opened the Special Called Meeting at 5:16 p.m.

There was no action to be taken on Executive Session.

135-2011 ADJOURNMENT

There being no further business, Mayor Hocking made motion to adjourn the meeting. Council Member Osteen seconded the motion. The motion carried unanimously and the meeting as adjourned at 5:16 p.m.

_____
Bobby Hocking, Mayor

ATTEST:

_____
Martha A. Gillett, City Clerk

LA MARQUE CITY COUNCIL
LA MARQUE CITY COUNCIL CHAMBERS
1109-B BAYOU ROAD
LA MARQUE, TEXAS 77568
REGULAR MEETING AND PUBLIC HEARING MEETING MINUTES
SEPTEMBER 12, 2011
6:00 P.M.

The La Marque City Council met in a duly-called and announced Regular Meeting on September 12, 2011. Mayor Hocking called the meeting to order at 6:00 p.m. Mayor Pro-Tem Bell said the invocation. Mayor Bobby Hocking led the pledge to the U.S. Flag.

136-2011 **ROLL CALL –**
Present: Mayor Bobby Hocking, Mayor Pro-Tem Keith Bell, Councilmember Connie Trube, Councilmember James Osteen, Councilmember Clent Brown, City Attorney Ellis Ortego, City Manager Eric Gage, Interim City Clerk Martha A. Gillett

Department Directors: Public Works-Mike Morgan, Fire Marshal-Jennifer Pierce, IT-Kyle Hunter, Inspections-Ana Tims, Finance Director Karen Cooper, Fire Chief Larry Damrell and Police Chief-Randall Aragon

137-2011 **PRESENTATION –**
a. Proclamation – "Prevent Blindness Texas Save your Eyes". Mayor Hocking presented the Proclamation to Maria Tripovich and Mrs. Polk.

138-2011 **APPROVAL OF MINUTES -**
Regular Meeting of August 22, 2011
Councilmember Trube made a motion to approve the minutes as corrected of the regular meeting of August 22, 2011. Councilmember Brown seconded the motion. The motion passed unanimously.

Special Meeting of August 26, 2011
Councilmember Trube made a motion to approve the minutes of the Special Meeting of August 26, 2011. Councilmember Brown seconded the motion. The motion passed unanimously.

Special Meeting of September 6, 2011
Councilmember Trube made a motion to approve the minutes of the Workshop Meeting of September 6, 2011. Councilmember Brown seconded the motion. The motion passed unanimously.

139-2011 **PUBLIC HEARING -**
a. **Proposed Fiscal Year 2011-12 Budget** –Public Hearing opened at 6:12 p.m. Geraldine Sam stated a concern that there was a tax increase in the budget. She would like to see more streets improved. Ms. Sam would like to see more promotion of city events.

The Public Hearing was closed at 6:14 p.m.

140-2011 **REPORT FROM CITY MANAGER –**
Mayor Pro-Tem Bell made a motion to approve the City Manager's report. Councilmember Trube seconded the motion. City Manager Eric Gage addressed Council's questions. The motion to approve the City Manager's report passed unanimously.

It was noted there were mathematical errors in the judicial report.

141-2011 **FIRST READING OF ORDINANCES -**

Ordinance Number 1054 – An Ordinance levying ad valorem taxes for the City of La Marque, Texas for the Tax Year 2011, establishing the time of payment thereof; the penalty to be assessed for delinquent payments; and exemptions.

Councilmember Trube made a motion to approve the first reading of Ordinance Number 1054. levying ad valorem taxes for the City of La Marque, Texas for the Tax Year 2011, establishing the time of payment thereof; the penalty to be assessed for delinquent payments; and exemptions. Councilmember Osteen seconded the motion. The motion passed unanimously.

City Manager Eric Gage noted there is not tax increase this year.

142-2011 **Ordinance Number 1052 – An Ordinance of the City of La Marque, Texas, providing for the vacating, abandonment, closing of a part of the 20 foot waterway located within the City of La Marque, Texas and authorizing the Mayor to execute the Quit Claim Deed to convey the easement of property.**

Councilmember Trube made a motion to approve the first reading of Ordinance Number 1052 providing for the vacating, abandonment, closing of a part of the 20 foot waterway located within the City of La Marque, Texas and authorizing the Mayor to execute the Quit Claim Deed to convey the easement of property. Councilmember Brown seconded the motion. The motion passed unanimously.

143-2011 **SECOND READING OF ORDINANCES (A PUBLIC HEARING WILL BE HELD) - Ordinance Number 1053 – An Ordinance of the City of La Marque, Texas, changing the Zoning Classification of, a tract of land described as lot three (3) in division "Q" of the Cook and Stewart subdivision of part of the John D. Moore league in Galveston County, Texas, according to the map or plat of said Cook and Steward subdivision of record in volume 81 page 526, in the office of the County Clerk of Galveston County, Texas from Public to General Commercial; Amending the Zoning Map of the City adopted on the 12th Day of December 2005 by Ordinance 952.**

Public Comments: There were no citizens wishing to address council.

Motion was made by made by Councilmember Trube to approve the ordinance as presented. The motion was seconded by Councilmember Osteen. The motion passed unanimously.

144-2011 **NEW BUSINESS -**
Consider, Discuss and Approve the Galveston County Auto Crimes Task Force (GCACTF) Cooperative Working Agreement.

Mayor Pro-Tem Bell made a motion to Approve the Galveston County Auto Crimes Task Force (FCACTF) Cooperative Working Agreement. Mayor seconded the motion. The motion passed.

Ayes: Mayor Hocking, Mayor Pro-Tem Bell, Councilmember Osteen and Councilmember Trube
Nays: Councilmember Brown
Abstain: None
Absent: None

145-2011 **Consider, Discuss and Approve the final plat for a property described as 21.761 acre tract of land out of the W.K. Wilson League, Abstract No. 208 to be known as the La Marque Center.**

Mayor Pro-Tem Bell made a motion to Approve the final plat for a property described as 21.761 acre tract of land out of the W.K. Wilson League, Abstract No. 208 to be known as the La Marque Center. Councilmember Trube seconded the motion. The motion passed unanimously.

146-2011 **Consider, Discuss and Approve the re-plat for a property described as ABST 2 S F AUSTIN SURTR 212 & PT OF LOTS 21 & 22 AMBURN SUB SEC, ACRES 5.017; 1108 Newman, La Marque, Texas 77568.**

Motion was made by Councilmember Trube to approve the re-plat for a property described as ABST 2 S F AUSTIN SURTR 212 & PT OF LOTS 21 & 22 AMBURN SUB SEC, ACRES 5.017; 1108 Newman, La Marque, Texas 77568. The motion was seconded by Councilmember Osteen. The motion passed unanimously.

147-2011 **Consider, Discuss and Approve Resolution Number 1166 and 1166-A, Establishing criteria for developing new district plans based on the 2010 Census (Redistricting).**

Councilmember Osteen made a motion to approve the Resolution 1166 and 1166-A Establishing criteria for developing new district plans based on the 2010 Census (Redistricting). Councilmember Trube seconded the motion. The motion passed unanimously.

148-2011 **Consider, Discuss and Approve Resolution Number 1167 and 1167-A, Establishing criteria for district plans submitted by third parties (Redistricting).**

Councilmember Osteen made a motion to approve Resolution Number 1167 and 1167-A, Establishing criteria for district plans submitted by third parties (Redistricting). Councilmember Trube seconded the motion. The motion passed unanimously.

149-2011 **Consider, Discuss and possibly act or approve a Proposed Redistricting Schedule.**

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

150-2011 **Consider, Discuss and Approve Amended Investment Policy.**

Councilmember Brown made a motion to Approve Amended Investment Policy. Councilmember Trube seconded the motion. The motion passed unanimously.

151-2011 **Consider, Discuss and Approve Fund Balance Policy as revised in accordance to GASB 54.**

Mayor Pro-Tem Bell made a motion to Approve Fund Balance Policy as revised in accordance to GASB 54. Councilmember Trube seconded the motion. The passed unanimously.

152-2011 **Consider, Discuss and Approve Extending the Agreement between the City of La Marque and the La Marque Police Association from October 1, 2011 through September 30, 2012.**

Mayor Pro-Tem Bell made a motion to Approve Extending the Agreement between the City of La Marque and the La Marque Police Association from October 1, 2011 through September 30, 2012. Councilmember Trube seconded the motion.

Council had a question regarding page 432 that was marked void.

Mayor Pro-Tem Bell and Councilmember Trube withdrew the motion.

Mayor Pro-Tem Bell made a motion to table the until the next meeting. Councilmember Trube seconded the motion. The motion passed unanimously.

153-2011 **Consider, Discuss and Approve the authorization of the Mayor's signature to amend the Mainland Water Project Customer Contract (South Project) between the City of La Marque and Gulf Coast Water Authority**.

Councilmember Osteen made a motion to Approve the authorization of the Mayor's signature to amend the Mainland Water Project Customer Contract (South Project) between the City of La Marque and Gulf Coast Water Authority. Mayor Pro-Tem Bell seconded the motion. The motion passed unanimously.

154-2011 **Consider, Discuss and Approve Nomination(s) to the Galveston Central Appraisal District.**

Mayor Pro-Tem Bell made a motion to table this item. Councilmember Osteen seconded the motion. The motion passed unanimously.

155-2011 **Consider, Discuss and Approve a Representative to the H-GAC's 2012 General Assembly.**

Mayor Pro Tem Bell made a motion to appoint Mayor Hocking as a Representative to the H-GAC's 2012 General Assembly. Councilmember Osteen seconded the motion. The motion passed unanimously.

Motion was made by Mayor Hocking to appoint Mayor Pro-Tem Bell as the Alternate Representative to the HGAC's 2012 General Assembly. Councilmember Osteen seconded the motion. The motion carried unanimously.

156-2011 **Consider, Discuss and Approve appointing a member to the Board of Adjustments – District C Appointment.**

Councilmember Trube made a motion to Approve Leonard Smith as a member to the Board of Adjustments – District C Appointment. Mayor Pro-Tem Bell seconded the motion. The motion passed unanimously.

157-2011 **Consider, Discuss and Approve a member to the Clean City Commission – Mayor Appointment.**

Mayor Hocking made a motion to Approve David Pennington as a member to the Clean City Commission – Mayor Appointment. Councilmember Brown seconded the motion. The motion passed unanimously.

158-2011 **Consider, Discuss and Approve a member to the Civil Service Commission – City Manager Appointment.**

Mayor Pro-Tem Bell made a motion to Approve Nancy Leader as a member to the Civil Service Commission – City Manager Appointment. Councilmember Osteen seconded the motion. The motion passed unanimously.

159-2011 **Consider, Discuss and Approve the Resignation of City Manager and benefit payout of $16,940.49.**

Councilmember Trube made a motion to Approve the Resignation of City Manager and benefit payout of $16,940.49. Councilmember Bell seconded the motion. The motion passed unanimously.

160-2011 **Consider, Discuss and Approve an Interim City Manager/City Manager.**

Mayor Pro-Tem Bell made a motion to Appoint Carol Buttler as Interim City Manager with the same salary and benefits levels as the current City Manager Mr. Gage, effective September 22, 2011. Councilmember Osteen seconded the motion. The motion passed unanimously.

In addition, council noted Ms. Buttler would be reimbursed for travel expenses.

161-2011 **Consider, Discuss and Approve an Interim City Clerk effective October 1,2011.**

City Manager Eric Gage noted his recommendation for Interim City Clerk was Ms. Patty Rees.

Councilmember Brown made a motion to Approve Patty Rees as Interim City Clerk. Councilmember Trube seconded the motion. The motion failed

Ayes: Councilmember Trube
Nays: Mayor Hocking, Mayor Pro-Tem Bell, Councilmember Brown and Councilmember Osteen.

162-2011 **ANNOUNCEMENTS, COMMENTS AND REQUESTS FROM COUNCIL –**
Mayor Bobby Hocking, Mayor Pro Tem Bell, Council Member Osteen, Council Member Trube and Council Member Brown brought items to the table.

163-2011 **ADJOURNMENT –**
Councilmember Osteen made a motion to adjourn the meeting. Council Member Trube seconded the motion. The motion passed unanimously and the meeting was adjourned at 7:52 p.m..

_____
Bobby Hocking, Mayor

ATTEST:

_____
Interim-City Clerk Martha A. Gillett

CITY OF LA MARQUE
INTER-DEPARTMENTAL
COMMUNICATION

TO: **The Honorable Mayor and City Council Members**

FROM: **Carol J. Buttler, Interim-City Manager**

DATE: **September 26, 2011**

SUBJECT: **City Manager's Report; September 9, 2011 – September 22, 2011**

Please see individual departmental reports attached:

I want to thank City Council for the opportunity to serve as Interim-City Manager. I have begun meeting with departments to get to know the employees and observe their operations. I am confident our cooperative effort will continue moving La Marque forward to strengthen its image as a community that is competitive with other cities.

Out of Office:

I will be out of the office on September 27, 2011 through September 29, 2011 to complete my obligations with the City of Live Oak. I will leave Karen Cooper in charge during my absence. This will be my final time to have to return to Live Oak during the week.

Personnel:

I would like to welcome the following staff members to the team as they were hired recently to fill vacant positions:

Katisha Chaney – Cashier – Utility Billing

Open Positions:

City Clerk
City Manager
Telecommunicator

Carol J. Buttler,
Interim-City Manager

PUBLIC WORKS DEPARTMENT

September 20, 2011

Public Works Director

Huff & Mitchell –CDBG sewer line Grant - City staff has contacted LJA Engineering and requested a phone conference regarding all parties invalid to finalize the paper work and to re-request for close out of the project.

Alsay Equipment – GLO grant project Water Well Contract Take Point #2– Construction work has stopped and no work was completed during this reporting period. The general contractor is awaiting delivery of the well motor, generator and electrical components for the project. Center Point gas has contacted the City in regards to extending and installation of the gas service for the Generator. There will be a cost for the work but we haven't received the amount pertaining to the extension and highway bore at this time.

Long & Sun - GLO grant project Magnolia Water Plant – As of September 20th Subcontractor Natgun has completed the construction of the concrete wall panels, pored in place concrete dome roof, concrete wall slots and overcoat shotcrete layers one and two.

Generators of Houston - GLO grant project Fire Station Generator – The City has received confirmation from the generator supplier that the automatic transfer switch is to ship from Wisconsin September 20th and the Generator will follow on October 4th to the contractor's location in Houston. Demolition and construction of the project should commence some time mid to late October.

C.F. Mcdonald Electric - GLO grant project Waste Water Treatment Plant, Volney & Delany Generators – The contractor has completed construction of the concrete pads, installation of the electrical conduits and junction boxes at the Wastewater Treatment Plant and Delany Lift Station.

Funding for GLO round 2.2 Disaster Projects – Director of Public Works in conjunction with David Baker of Public Management and the appointed FHAST work group which convened on September 19, 2011. The group elected a Chairman, Secretary and Data Collection Chairman. David Baker presented the Texas FHAST form to the work group. The work group discussed the sixteen Impediments within the form, we made changes based on the work group recommendations and the FHAST form was submitted to the General Land Office on September 23, 2011.

Stage 2 Drought – The City is still under Stage 2 of its Drought Contingency Program. City Staff was unable to compile the required water flow information for this section do to key employees within the department was absent during the reporting period.

AAA Asphalt – Street Overlay Program projects One West, Two Central and Three East- On September 12th an on site meeting of Newman road was held between City staff, LJA Engineering and AAA Asphalt. At this on site meeting we discussed the road conditions and how the disrepair has accelerated on several streets in project 1 do to the Drought. We went over the proposed method that was bid and how those repairs may not work as Engineered. Concerns were stressed regarding warranty of work and methods of construction need to repair the roads properly. LJA is evaluating the situation and is preparing a recommendation for council consideration. Additionally at the onsite meeting we made a decision to move on with the street program in project 2. The streets in this contract could be repaired as per the contract specifications. Equipment was moved into the City by the contractor on September 13th to start the road base repairs as specified in contract number 2 Central La Marque program.

Assistant Public Works Director

I am investigating a request for the addition of a street light fixture on Glendale Street made by the residents living along the street.

Parks Board Meeting - Sept. 15, 2011- Board members discussed and approved the following items:

(1) Purchase of 5 new Bar-B-Que Pits for New Awnings at Highland Bayou Park.
(2) Installations of new swivel trash can rack at Highland Bayou Park.
(3) Develop 5 new Soccer Fields (2 Full size Adults Fields, 3 Youth Fields) in Lagana Park, Jaycee Park and Highland Bayou Parks.

Assisting Inspections Dept with Inspections and daily inquires during the time period of Sept. 16th through Sept. 26th 2011.

Assistant Public Works Director- with field Inspections at Magnolia Well site, FM1764 water take Point 2 and Wastewater Treatment Plant.

Layout areas within City Parks to determine if Soccer Fields could be developed at Lagana Park, Jaycee Park and Highland Bayou

Streets/Parks update:

Patch Pot holes on Fleming, Lawndale, Garrett, Mitchell, Autry, Ave A, Prairie, Sycamore, Lilac, 1st, Roosevelt, Brookshire, Thompson, Albert, Brookshire, Nashby, Porter, Newman, Williams, Duroux, Lazy Lane, Pine, Clark, Westward, Boss and Edgar.

Street Sweeper: cleaned Colorado, Pecos, Possom Trot, Carriage, Plum, Orange, Cedar and Bayou
Tractors mowed area 1, 2 and 3
Road repair on Virginia, Dalian and Partridge
Saw Cut Street patches on Maple and Cedar
Set culverts on Duroux and Anita

Traffic Repairs:
Change light sequence at Cedar and bayou intersection to flash the new signal controller started developing problems and hanging up. Department head contacted LJA Engineering and requested for warranty work be preformed to repair the problem.
Cut trees along the road on Vauthier, McKinney, Pirtle and Jackson.
Installed new Signs on Merry, Melody, Casey, Magnolia, McAuthor, Vauthier
Clean easement on 5th thru 6th
Weed-eat Cedar, Westward, Vauthier and Ross

Parks
Mowed Linden, Laguna, Kirsten, City Hall Flower Bed, 1500 Municipal, Highland Bayou,
Clean Restrooms@ Highland and Mahan Park
Crew installed new notification board in Cemetery this equipment was purchased with donations through the Cemetery Board.

Utility 22
Sewer Stop----22
Water Leaks----48
Dress-Ups-----16
Sewer Mains Cleaned---4,074 LF
Clean out's Repaired---2
Meter Cut Off Repaired--3

JUDICIAL DEPARTMENT

Memo

Date: **September 16, 2011**
To: **Eric W. Gage, City Manager**
From: **Lisa Snider, Court Clerk**
RE: **Revision August Monthly Report to Council**

Attached for your review are the revised Monthly Report for August 2011 and the back-up for those totals. The total reported revenue for the month is $72,432.55. This amount matches the totals listed on my monthly report to the State of Texas and the Court Incode GL posted distribution listing report. Any discrepancy in those totals come from cash bonds and the GL posting dates used in Court may be different than the posting dates Accounting uses. According to Incode, cash bonds are not counted as revenue in revenue totals until cash bonds are applied, forfeited, or refunded.

Also, the Prior Fiscal Year to Date column is now showing those numbers as well.

Judicial Report to Council
Report Month: AUGUST 2011

	Traffic	*State Law*	*City Ordinance*	*Total*	*Fiscal Year to Date*	*Prior Fiscal Year to Date*
New Cases Filed	491	142	107	740	5163	6667
Dispositions Prior to Trial:						
Cash Bond Forfeited	0	2	0	2	62	103
Fined	2	53	0	55	797	540
Cases Dismissed	2	1	0	3	66	13
Dispositions at Trial:						
Trial by Judge - Guilty	191	36	6	233	2867	2674
Trial by Judge - Not Guilty	0	0	0	0	3	37
Dismissed at Trial	22	17	2	41	596	267
Cases Dismissed:						
After Driver Safety Course	34	0	0	34	252	577
After Deferred Disposition	41	7	1	49	289	419
After Proof of Insurance	13	0	0	13	84	341
Cases Appealed	2	0	0	2	33	20
Community Service Ordered	22	17	0	39	289	219
Compliance Dismissal	16	0	0	16	116	174
Arrest Warrants Issued	319	0	0	319	2911	3602
Courtesy Letters Issued	170	0	0	170	691	3858
Driver Safety Course Requested	31	0	0	31	329	618

Reported Revenue	*Month*	*Fiscal Year to Date*	*Prior Fiscal Year to Date*
Total	**72,432.55**	**838,333.41**	**903,665.79**

Revised

Report Only Distribution That has Been Deposited
From 10/01/2010 to 8/31/2011

Citation No. Docket No. Violator			
Cash Payments....+	$812,471.11		
Bond Forfeited...+	$18,663.29		
Bond Applied.....+	$7,683.43		
Payment Refunded.-	$484.42-		
Fees/Fines Paid..=		$838,333.41	
Cash (Payments)..+	$812,471.11		
Cash (Bonds).....+	$30,242.43		
Total Cash Trans.=		$842,713.54	
Cash Refunds.....-	$484.42-		
Net Cash Trans...=		$842,229.12	
Xfers (Payments)..		$721.00	
Xfers (Refunds)...		$721.00-	
CASH BOND REFUND			
Cash Refund/Cash :	$0.00		
Cash Refund/Check:	$0.00		
Cash Refund/X-AP :	$89.00-		
MISAPPLIED PAYMENT			
Cash Refund/Cash :	$0.00		
Cash Refund/Check:	$0.00		
Cash Refund/X-AP :	$395.42-		
Tl. Cash Refunds.:		$484.42-	
Cash Bond Posted.+	$30,242.43		
Bond Forfeited...-	$18,663.29		
Bond Applied.....-	$7,683.43		
Bond Refunded.....-	$2,659.00		
Net Change/Bond..=		$1,236.71	
Bond Refund/Cash :	$489.00		
Bond Refund/Check:	$0.00		
Bond Refund/X-AP :	$2,170.00		
Tl. Bond Refunds.:		$2,659.00	

********** TOTAL FOR G/L **********

Total Revenue		$838,333.41	* see above * ← Yr to date
Cash Account	$812,471.11		01-7000-00-00
Bond Cash Account	$30,242.43		01-2028-00-00
Cash Refund Cash Acct		$0.00	01-3400-00-00
Bond Refund Cash Acct		$489.00	01-2038-00-00
Bond Escrow Account		$1,236.71	01-2038-00-00
Cash Refund xfer to A/P		$484.42	01-3400-00-00
Bond Refund xfer to A/P		$2,170.00	01-2028-00-00
Proof Total	$842,713.54	$842,713.54	

R t Only Distribution That has Been Deposited
From 10/01/2009 to 8/31/2010

Citation No. Docket No. Violator		
Cash (Bonds).....+	$42,319.88	
Total Cash Trans.=		$912,141.09
Cash Refunds.....-	$154.50-	
Net Cash Trans...=		$911,986.59
Xfers (Payments)..		$210.21
Xfers (Refunds)...		$210.21-
Adjst (Payments)..		$20.96
Adjst (Refunds)...		$20.96-
CORRECT FEES		
Cash Refund/Cash :	$154.50-	
Cash Refund/Check:	$0.00	
Cash Refund/X-AP :	$0.00	
Tl. Cash Refunds.:		$154.50-
Cash Bond Posted.+	$42,319.88	
Bond Forfeited...-	$27,051.42	
Bond Applied.....-	$6,947.66	
Bond Refunded....-	$9,971.00	
Net Change/Bond..=		$1,650.20-
Bond Refund/Cash :	$0.00	
Bond Refund/Check:	$0.00	
Bond Refund/X-AP :	$9,971.00	
Tl. Bond Refunds.:		$9,971.00

* ********** TOTAL FOR G/L **********			
T t l Revenue		$903,665.79 * see above *	← Prior Fiscal Yr to date
Cash Account	$869,821.21		01-7000-00-00
Bond Cash Account	$42,319.88		01-2028-00-00
Cash Refund Cash Acct		$154.50	01-3400-00-00
Bond Refund Cash Acct		$0.00	01-2038-00-00
Bond Escrow Account		$1,650.20-	01-2038-00-00
Cash Refund xfer to A/P		$0.00	01-3400-00-00
Bond Refund xfer to A/P		$9,971.00	01-2028-00-00
Proof Total	$912,141.09	$912,141.09	

LIBRARY
DEPARTMENT

Director's Report-Library September 16, 2011

Cynthia Hart

The grant application to Dow Chemical for $5,000 was completed and turned in today.

Last night Margaret Little and I attended the open house at Highlands Elementary School. We spoke to over 60 children and their parents about the new children's area at the Library and services we offer.

Bestselling mystery author Miranda James will give a talk and have a book signing at the Library on Saturday, October 1 at 11:00 am. The author has published 15 novels and appeared on the New York Times Extended List of bestsellers.

Interviews are being conducted for a part-time circulation clerk.

POLICE DEPARTMENT

Partnership

Police Department — Community

City of LaMarque, Tx

Police Department

Randall Aragon
Chief of Police

MEMORANDUM

TO: City Manager Eric Gage

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

DATE: September 19, 2011

SUBJECT: Council Report for September 26, 2011 City Council Meeting

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

- **Training:** Nothing to report
- **Operations:**

Community Watch "Kickoff" Meeting for the Trinity Community Watch: This initial organizational meeting is scheduled for Thursday, September 29, 2011 at 6:00 P.M. at Trinity Lutheran Church (2024 12th Avenue). This community watch neighborhood is assigned to Community Policing Officer Domingo Montanez and encompasses the following boundaries: Montgomery on north, Walnut on south, Laurel on east, Palm on west. With the formation of this community watch La Marque will have a total of 14 active community watch groups. During 2012 several additional community watch groups will be developed.

City of La Marque
Monthly and Year
To Date

Police Department
Month: August
Year: 2011

	CURRENT MONTH (Aug11)	CURRENT MO. PREV. YR. (Aug10)	PREV. MONTH (July11)	YR. TO DATE 2011	PREV. YR. TO DATE 2010
PART I CRIMES:					
Homicide	0	0	0	2	3
Rape	1	2	0	4	10
Robbery	2	2	2	15	22
Assault (includes simple)	31	28	30	244	199
Burglary	16	15	16	132	138
Theft	36	37	36	305	304
M.V. Theft	2	4	6	25	19
PART II CRIMES:	172	156	215	1,499	1,178
CALLS FOR SERVICE:	2,098	2,139	1,999	15,171	17,511
ACCIDENTS:	28	21	37	201	177
Injuries	9	10	12	61	55
Non-injury	19	11	25	140	122
Fatalities	1	0	0	2	2
Alcohol Related	1	1	1	6	7
ADULT ARRESTS:	145	130	150	1,272	1,064
JUVENILE DETENTIONS:	1	2	1	13	28
TRAFFIC STOPS:	395	155	335	2,417	1,846
Citations	317	129	246	1,947	1,374
Violations	489	169	362	2,752	1,822
Warnings	18	4	10	96	82
DISTURBANCES:	95	99	113	798	660

Total deposits from reports, fingerprinting, and phone commissions, etc.:	$267.73
Deposited from fingerprinting:	$20.00
Deposited from report fees:	$226.80
Deposited from donation:	$0.00
Deposited from refunds:	$20.93

This month, the Police Department arrested **44** people on municipal warrants, serving **109** warrants, totaling **$36,474.75.**

To date, the Police Department has arrested **399** people on municipal warrants, serving **980** warrants, totaling **$333,051.70.**

2011 LA MARQUE POLICE DEPT.
CRIME STATS

Partnership
Police Department Community

	2007 January - December				2008 January - December				2009 January - December				2010 January - December				2011 January - August						
	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%	3	2	-33%	1	2	33%	100%
Rape	21	31%	5	24%	26	24%	13	50%	22	-15%	10	45%	16	-27%	10	63%	10	4	-60%	4	2	40%	50%
Robbery	26	-10%	6	23%	44	69%	17	37%	39	-11%	11	28%	34	-13%	16	47%	22	15	-32%	7	5	32%	33%
Aggravated Assault	71	54%	34	48%	74	4%	39	53%	98	32%	53	54%	61	-3%	27	44%	43	16	-63%	17	9	39%	56%
La Marque Violent Crime Total	**121**	**0%**	**47**	**39%**	**145**	**20%**	**70**	**48%**	**163**	**12%**	**76**	**47%**	**114**	**-10%**	**55**	**48%**	**78**	**37**	**-53%**	**29**	**18**	**37%**	**49%**
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%	138	132	-4%	60	10	43%	8%
Theft	269	-10%	70	26%	337	25%	96	28%	382	13%	112	29%	478	23%	159	33%	304	305	0%	91	57	30%	19%
Motor Vehicle Theft	49	-21%	25	51%	49	0%	23	47%	45	-8%	27	60%	29	-37%	15	52%	19	25	31%	11	6	58%	24%
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%**	**463**	**462**	**0%**	**162**	**73**	**35%**	**16%**
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%**			**255**			**-54%**			
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%**			**3,184**			**-5%**			
Texas Property Crime Rate	**4,120**	**0%**			**3,987**	**-3%**			**4,016**	**1%**			*	*			*			*			
Calls For Service	21,364				24,209				28,249				25,017				15,171						
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				1.9						
DWI	37				46				23				39				34						
Traffic Citations	3,019				3,413				3,872				1,917				1,947						
Drug Arrests	111				106				115				90				147						

*Data unavailable

LA MARQUE POLICE DEPARTMENT USE OF FORCE REPORT

DEFENDANT NAME: [redacted] DATE: 08072011 TIME: 0300hrs

C.F.S NUMBER: 11-001413 INCIDENT NUMBER: _____

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. King 3) Officer C. Kelemen

4) _____ 5) _____ 6) _____

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

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

INJURY/TREATMENT

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

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 placed into custody and secured in a marked patrol car. Subject moved his handcuffs to the front of his person, defeated the door lock mechanism and got out of the marked patrol car. Subject refused to allow his hands to be resecured behind his back and actively resisted. Subject was given verbal commands, which he ignored. Physical control of his hands was unsuccessful. Taser drive stun was applied to his back to gain compliance. Subject continued to resist through transport and being secured in his cell. No injuries as a result of police use of force.

Reporting Officer Signature: _____ Supervisor Signature: _____ 8/7/11

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: 08072011 TIME: 0300hrs

C.F.S NUMBER: 11-001413 INCIDENT NUMBER: _____

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. King 3) Officer C. Kelemen

4) _____ 5) _____ 6) _____

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

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

INJURY/TREATMENT

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

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 placed into custody and secured in a marked patrol car. Subject moved his handcuffs to the front of his person, defeated the door lock mechanism and got out of the marked patrol car. Subject refused to allow his hands to be resecured behind his back and actively resisted. Subject was given verbal commands, which he ignored. Physical control of his hands was unsuccessful. Taser drive stun was applied to his back to gain compliance. Subject continued to resist through transport and being secured in his cell. Subject was also drive stunned in the cell at the La Marque Police Department. No injuries as a result of police use of force.

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

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

LA MARQUE POLICE DEPARTMENT USE OF FORCE REPORT

DEFENDANT NAME: [redacted] DATE: 08072011 TIME: 0555 hrs

C.F.S NUMBER: 11-001414 INCIDENT NUMBER: _____

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 C. Kelemen 2) Officer C. King 3) Sergeant Rodriguez

4) Officer S. Sanders 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:

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 asked to step out of vehicle to be placed into custody for public intoxication and an assault investigation. Subject refused to get out of vehicle. Subject was pulled from vehicle by this officer and Sergeant Rodriguez. Officer Sanders had to help this officer and Sergeant Rodriguez secure the subject into handcuffs. The female subject was extremely intoxicated and combative resisting officer. The subject had to be physical force into unit 5020 for transport to the jail. The subject was arrested for resisting arrest and transport. Subject sustained no injuries from the force used.

Reporting Officer Signature: [signature] 547 Supervisor Signature: _____

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

FIRE DEPARTMENT

MEMORANDUM FROM LA MARQUE FIRE/RESCUE

TO: ERIC GAGE, CITY MANAGER

FROM: LARRY DAMRELL, FIRE CHIEF

SUBJECT: CITY MANAGERS REPORT

DATE: 09/19/2011

Response Travel Times – In August the LM Fire/Rescue responded to approximately 177 emergency calls including both fire and emergency medical calls. La Marque Fire/Rescue response travel times are:
Less than 10 minutes - 98% of the calls (Fire and EMS)
Less than 7 minutes - 70% of the calls (Fire and EMS)
Less than 5 minutes - 46% of the calls (Fire and EMS)

Nationwide structure fire response times are generally less than 5 minutes in 50% of the calls and 8 minutes or less in 75% of the calls.

Out of 177 emergency calls during August, five calls exceeded 10 minutes. Three of those calls were for mutual aid to other cities, one call occurred while returning from a Galveston hospital and the fifth call was to Greyhound Park area. Considering the distance to west La Marque it is not unusual to encounter response calls exceeding ten minutes.

Type of Emergency Calls August 1-31:
73% emergency medical calls
10% good intent calls
7% service calls
5% false alarms
4% fire calls
1% hazardous material calls

Bilingual Testing - We are making progress in certifying firefighters to qualify for bilingual pay (about time). Firefighter Zarazua and Firefighter Vigil completed their tests. We are working with Gabriel Cruz of Language Testing International, Inc. Susan found this company as the same one used by College of the Mainland to test applicants.

Smoke Alarms - Kidde Fire & Security Company offered an excellent price for smoke alarms to the LM Fire/Rescue. With the generous contribution from Valero we were able to order 300 smoke alarms. With your help we will distribute these smoke alarms to those in greatest need. Ms. Amada Hobby in the Accounting Department has been very helpful in assisting us in procuring checks to pay for the smoke alarms and the cascade truck. The process can be complicated but she prevailed and we benefited.

NFA - The National Fire Academy announced a list of Fire and EMS courses with vacancies. NFA is now accepting applications for these courses. The courses are delivered in Emmitsburg, Maryland and depending on the course their duration is either six days or two weeks. This current list includes a

number of courses scheduled for delivery from October to March. FEMA provides the housing, training and the travel costs.

Cascade Truck - The Cascade Truck was returned to Central Station after having a new steel bed installed. The original aluminum bed cracked under the weight of the cascade system and bottles. Captain Decker and Engineer Manis will manage the project of mounting the cascade system to the truck.

Fires in Bastrop – On September 4th state officials requested the assistance of the Booster Truck and two La Marque Firefighters. The state's largest and most destructive fire was in Bastrop County, about 30 miles east of Austin. The fast-moving, uncontrolled blaze forced about 5,000 evacuations and charred at least 25,000 acres and destroyed approximately 1400 homes. Captain Gonzalez and Firefighter Eric Hopkins volunteered to join the firefighting effort. Webster's Fire Chief Patrick Shipp led the strike force. The booster was redeployed to the fires in the Magnolia area north of Houston. The crews were changed out September 10 with Engineer Steve Manis and Firefighter Kristen Lemmons. The Booster returned to Central Station La Marque September 12. Strike team leader Chief Patrick Shipp reported the La Marque Firefighters did a "great job".

Aid to Bastrop - Engineer John Brasher has taken the initiative to collect cleaning supplies, clothing and other donations to assist the firefighters and victims of the fires in the Bastrop area. John gives credit for the project to his wife and Mrs. Shafer for their work in helping to collect contributions for the victims. John also recognized Danny Bell of Danny's Wrecker service for transporting contributions to Bastrop. From Galveston Daily News: "Danny Bell, commander of Veterans of Foreign Wars Post 8566 in Bacliff, thought the best thing he could do is collect items to send to the fire zones. His son Danny and wife, Jennifer, are headed to Bastrop on Sunday to take whatever is collected."
For more information: http://galvestondailynews.com/story/256722

Generator Delivery - The delivery schedule for the municipal generator is early October. As this time approaches we will not order diesel for the tank behind Central Station. Diesel is available at the City Shop.

Record Completion - There is significant improvement in completing fire and EMS records.

EMS Collections - We are continuing to make progress in exploring alternatives to improve EMS collections. One company we are speaking with is working to accommodate our needs. Unfortunately the process is too slow but we are making progress.

9/11 Remembrance - Mr. Gordon of the Woodmen of the World sponsored a dinner September 13 for La Marque public safety employees in remembrance of September 11th. We appreciate Mr. Gordon and the Woodmen of the World for their generosity.

Volunteer Firefighter Program - Susan is taking the lead on researching the process and requirements to utilize volunteers to supplement our staffing. She has made significant progress. If you have any information or ideas to help with this project, please see Susan or me.

EMS Standby at Home Games - A list for volunteers to provide EMS standby services for the three remaining home football games is available at Susan's desk. The dates are September 30 (C shift on duty), October 14 (A shift on duty) and October 28 (A shift duty).

Apparatus & Staffing – All apparatus are operational. The "A" and "B" are fully staffed with six personnel on each shift. There is one firefighter vacancy on the "C" shift.

RESPONSE TIMES PER MONTH (minutes)													
Unit Status	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Dispatch - Location	4	5	4	5	4	4	5	5	5				5
Location - To Hospital	16	15	15	16	15	15	15	16	17				16
To Hospital - At Hospital	10	10	9	10	10	9	9	11	9				10
At Hospital - In Service	27	29	27	30	27	28	29	31	26				28
Location - At Hospital	24	25	25	25	24	23	23	25	23				24
Dispatch - At Hospital	29	30	30	29	29	28	29	31	29				29
Dispatch - In Service	52	52	48	53	48	52	55	53	49				51

Year - Month	Charges	Payments	Adjustments	Writeoffs
2011-01	174,721.	33,681.	24,671.	39,475.
2011-02	103,296.	30,958.	24,351.	14,830.
2011-03	159,766.	21,968.	31,918.	13,278.
2011-04	129,724.	37,933.	71,437.	28,688.
2011-05	185,057.	35,551.	66,815.	27,359.
2011-06	184,404.	31,585.	50,794.	35,920.
2011-07	177,907.	36,720.	80,170.	13,362.
2011-08	172,424.	33,202.	65,770.	19,191.

DISPATCHED CALL TYPES PER MONTH													
Call Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
CPR	0 0%	1 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%				1 0%
Cardiac	12 10%	13 12%	11 8%	10 9%	12 8%	17 13%	11 10%	11 10%	5 7%				102 10%
Childbirth	0 0%	0 0%	0 0%	2 1%	5 3%	1 0%	0 0%	0 0%	0 0%				8 0%
Choking	1 0%	2 1%	0 0%	0 0%	1 0%	1 0%	0 0%	1 0%	0 0%				6 0%
DOS	1 0%	1 0%	1 0%	0 0%	2 1%	0 0%	0 0%	1 0%	0 0%				6 0%
Diabetic	1 0%	8 7%	6 4%	8 7%	7 5%	6 4%	4 3%	8 7%	3 4%				51 5%
Eye Injury	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%				1 0%
Falls	9 7%	8 7%	6 4%	8 7%	12 8%	15 12%	5 4%	8 7%	8 11%				79 7%
MVA	9 7%	11 10%	6 4%	11 10%	9 6%	12 9%	10 9%	10 9%	4 5%				82 8%
Medical	35 30%	15 14%	39 30%	22 20%	25 18%	27 21%	23 21%	31 28%	15 21%				232 23%
Other	2 1%	2 1%	2 1%	3 2%	4 2%	4 3%	4 3%	1 0%	0 0%				22 2%
Overdose	2 1%	2 1%	3 2%	2 1%	3 2%	2 1%	2 1%	1 0%	4 5%				21 2%
Person Down	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	2 1%	0 0%				2 0%
Psych	1 0%	0 0%	3 2%	1 0%	1 0%	0 0%	1 0%	2 1%	2 2%				11 1%
Respiratory	10 8%	11 10%	18 14%	14 12%	19 13%	17 13%	11 10%	7 6%	9 12%				116 11%
Seizures	8 6%	8 7%	8 6%	5 4%	6 4%	10 8%	4 3%	6 5%	2 2%				57 5%
Service Call	0 0%	0 0%	4 3%	1 0%	2 1%	0 0%	1 0%	1 0%	1 1%				10 0%
Stroke	3 2%	3 2%	1 0%	2 1%	5 3%	2 1%	5 4%	2 1%	2 2%				25 2%
Trauma	7 6%	3 2%	4 3%	5 4%	6 4%	3 2%	4 3%	6 5%	2 2%				40 3%
Unconscious	6 5%	6 5%	5 3%	6 5%	4 2%	1 0%	8 7%	3 2%	3 4%				42 4%

BUILDINGS
DEPARTMENT

LA MARQUE DEPARTMENT OF
BUILDING AND INSPECTIONS.

1111 Bayou Road
La Marque, Texas 77568
409.938.9202

August 31, 2011

The Building and Inspections Department is ecstatic to see new businesses coming into our city, as well as other businesses upgrading and growing. Transform Me at 12003 Delaney has expanded and will obtain a revised Certificate of Occupancy. In addition there will be a new business also located at the outlet mall that will be selling health food and complementing the services that Transform Me provides for their customers

The Building and Inspections department is happy to report that sixteen new homes were permitted during the month of August.

The Building and Standards department has taken revenue of over thirty thousand dollars for the month of August. This includes Liquor licenses, as well as 8-liner permits.

The Building and inspections department is submitting two plats for approval to City Council. Both of these plats have been approved by the Planning and Zoning Commission on August the 9th 2011. The Planning and Zoning Commission looks forward to the second reading of ordinance 1053 to re-zone the property located at 1931 Main Street.

In the City of La Marque homes that have been affected by Hurricane IKE are now being replaced with new beautiful homes, some of these homes include the following:

1. 518 Avenue C
2. 524 Orange
3. 1529 Bayou Road
4. 1404 Rhodora
5. 226 Franlee
6. 1818 Magnolia
7. 515 Grafton
8. 709 Prune

Code Enforcement

Twenty four new code enforcement complaints were initiated, and we are happy to report that we have attained compliance on one of them. We are working with other property owners to ensure that they become complaint with City and State ordinances as well.

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

Ana Tims
Building Official / Code Enforcement Officer

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: August, 2011
Printed: 8/30/2011

Account Code	Account Description	Amount
01-2092-00-00	Credit Card Fees	$99.71
01-3306-00-00	Liquor License/Alcoholic Bev.	$2,170.00
01-3307-00-00	Plat Fees	$200.00
01-3309-00-00	Burial Permit	$510.00
01-3311-00-00	Mobile Home Permit	$649.00
01-3312-00-00	Building Permit	$12,800.25
01-3313-00-00	Plumbing Permit	$1,795.50
01-3314-00-00	Electrical Permit	$1,080.78
01-3315-00-00	Mechanical Permit	$308.00
01-3317-00-00	Peddler/Solicitors Permit	$100.00
01-3321-00-00	Alarm Reg/Permit Fees	$260.00
01-3322-00-00	Public Information/Signature	$77.40
01-3323-00-00	Coin Operated/8-Liner	$6,049.00
01-3325-00-00	Plan Review Fees	$3,235.20
01-3620-00-00	Demolition	$150.00

Receipts by Account Code

For: August, 2011

Printed: 8/30/2011

Account Code	Account Description	Amount
01-3627-00-00	Miscellaneous Revenue	$346.00
01-3635-00-00	Community Room Rental	$600.00
	Total Receipts	**$30,430.84**

City of La Marque, Texas/BV 877-837-8775

Permit Tally For: August, 2011

Printed: 8/30/2011

Permit Purpose	PRIVATE: Permits	Const Value	Charges	Bldgs	Units	PUBLIC: Permits	Const Value	Charges	Bldgs	Units
	60	$297,867.00	$2,646.13	1	1		$.00	$.00		
Commercial Electrical	2	$.00	$32.00				$.00	$.00		
Commercial Mechanical	1	$5,225.00	$.00				$.00	$.00		
Commercial Plumbing	2	$.00	$63.25				$.00	$.00		
Demolition	1	$.00	$25.00				$.00	$.00		
Improve SF Residential	2	$.00	$26.00				$.00	$.00		
New SF Residential	16	$2,226,226.00	$9,277.87	9	9	1	$98,990.00	$456.00	1	1
Remodel	17	$328,470.00	$1,740.72				$.00	$.00		
Repair/Remodel Comm/Indust Bldg.	3	$3,500.00	$40.00				$.00	$.00		
Repair/Remodel MF Residential	2	$4,500.00	$59.05				$.00	$.00		
Repair/Remodel SF Residential	2	$104,000.00	$490.00				$.00	$.00		
Residential	13	$471,713.00	$2,428.00				$.00	$.00		
Residential Electrical	13	$.00	$663.61		1		$.00	$.00		
Residential Mechanical	4	$11,300.00	$58.48				$.00	$.00		
Residential Plumbing	15	$.00	$687.91		2		$.00	$.00		
Service Inspection	3	$.00	$60.60				$.00	$.00		
TOTALS:	156	$3,452,801.00	$18,298.62	10	13	1	$98,990.00	$456.00	1	1

Code Enforcement Tracker
August 2011

Address	Date	Action	Officer
16 Prairie Knoll	8/15/2011	Complaint Closed	A. Tims
2428 Florence	8/15/2011	Citation Filed	A. Tims
207Prune	8/15/2011	New Complaint initiated	A. Tims
2201 Oak	8/15/2011	New complaint initiated	A. Tims
821 Holly	8/15/2011	Citation issued	A. Tims
1820 Dalian	8/16/2011	New complaint initiated	A. Tims
Bayou Page 7 BLK 10 & PT of 11	8/17/2011	New complaint initiated	A. Tims
1725 Gulf Freeway	8/18/2011	New complaint initiated	A. Tims
1727 Gulf Freeway	8/18/2011	New Complaint initiated	A. Tims
3101 Taylor	8/18/2011	New Complaint initiated	A. Tims
Taylor lot 26	8/18/2011	New complaint initiated	A. Tims
3011 melody lane	8/18/2011	Follow up on complaint. Sent to court for citation	A. Tims
3013 Melody	8/18/2011	Complaint closed in compliance	A. Tims
4001 Prairie	8/19/2011	New complaint initiated (door hanger)	A. Tims
1136 2nd Street	8/19/2011	New complaint initiated (door hanger)	A. Tims
2202 Glendale	8/19/2011	Re-check property non compliant, sent to court for citation	A. Tims
Volney lot 13	8/19/2011	Re check property remains non compliant, sent to court for citation	A. Tims
3 Dowling Circle	8/19/2011	Property was rechecked, and was set up for follow up	A, Tims

4 Dowling Circle	8/19/2011	New complaint initiated	A. Tims
524 Avenue C	8/19/2011	Property in compliance all complaints closed	A. Tims
421 Avenue B	8/19/2011	Follow up on complaint, property remains out of compliance CERT letter sent	A. Tims
2306 meadow Lane	8/19/2011	Property remains non-complaint. Court citation initiated	A. Tims
Grebb lot 14	8/19/2011	New complaint initiated CERT letter sent	A. Tims
Grebb lot 15	8/19/2011	New complaint initiated CERT letter sent	A. Tims
Grbb lots 16-22	8/19/2011	New complaint initiated CERT letter sent	A. Tims
106 Porter	8/22/2011	New complaint initiated	A. Tims
1202 Lamar	8/24/2011	New Complaint initiated	A. Tims
2301 Downey	8/26/2011	New Complaint initiated	A. Tims
1901 FM 1765	8/26/2011	Follow up on complaint	A. Tims
1531 Bayou	8/25/2011	New Complaint investigated	A. Tims
1714 Rosalee	8/25/2011	New Complaint initiated	A. Tims
2519 Stonewall	8/25/2011	New Complaint initiated	A. Tims
2520 Stonewall	8/25/2011	New Complaint initiated	A. Tims
Stonewall BLK 19	8/25/2011	New Complaint initiated	A. Tims
2601 Stonewall	8/25/2011	New Complaint initiated	A. Tims
2603 Stonewall	8/25/2011	New Complaint initiated	A. Tims

Inspections Daily Log
08/01/2011- 08/26/2011

Scheduled	Date:	Permit #	
226 Franlee- water & sewer	8/1/2011	P06-29-11-176	approved
2221 Cedar- water & sewer	8/1/2011	P06-28-11-177	approved
2107 Rosalie- Sewer	8/1/2011	P06-27-11-169	Failed
2107 Rosalie- Water	8/1/2011	P06-27-11-169	Failed
2107 Rosalie- gas	8/1/2011	P06-27-11-169	Failed
1311 Cedar - rough in	8/1/2011	E04-29-11-110	Failed
3120 Jefferson - rough in	8/1/2011	E04-29-11-111	approved
1102 2nd st. -sewer	8/1/2011	P06-29-11-179	approved
1102 2nd st. - water	8/1/2011	P06-29-11-179	approved
1102 2nd st. - gas	8/1/2011	P06-29-11-179	approved
426 Hwy 3 -service inspection	8/1/2011	SI07-27-11-37	approved
2311 12 th st. - eletc. rough in	8/1/2011	E07-08-11-178	approved
2405 Jackson-reinspections	8/2/2011	E06-01-11-154	approved
2107 Rosalie- Walks & Driveways	8/2/2011	B06-24-11-260	approved
2107 Rosalie-Gas Test	8/2/2011	P06-27-11-169	approved
2221 Cedar- Walks & Driveways	8/2/2011	B06-24-11-263	approved
2221 Cedar- Gas Test	8/2/2011	P06-28-11-177	approved
1829 Howell- gound water	8/2/2011	P06-28-11-216	approved
707 Lilac- Gas Test	8/3/2011	P08-03-11-229	approved
515 Gafton - Sewer Line	8/3/2011	P08-02-11-226	failed
1102 Second - rough in	8/3/2011	M07-12-11-105	Failed
226 Franlee - Sewer final	8/3/2011	P06-29-11-176	Failed
226 Franlee - Water final	8/3/2011	P06-29-11-176	approved
226 Franlee- Driveway	8/3/2011	B06-29-11-273	approved
126 Anita- Roughin	8/3/2011	E07-29-11-212	failed
126 Anita- Roughin	8/3/2011	M08-01-11-116	approved
410 Lake Elect. Final	8/3/2011	E02-24-11-46	failed
226 Fanlee- gas test	8/3/2011	P06-29-11-176	failed
701 Ave A meter loop	8/4/2011	E08-03-11-220	Failed
410 Ave D- framing	8/4/2011	B05-13-11-207	approved
410 Ave D- Rough in	8/4/2011	E02-24-11-46	approved
100 Lake - Gas Test	8/4/2011	P08-03-11-238	approved
600 Wisteria gas test	8/4/2011	P08-03-11-237	approved
1601 Magnolia gas test	8/4/2011	P08-02-11-227	approved
1620 Winnie METER LOOP	8/4/2011	e08-04-11-223	approved
1217 Vauthier - Gas Test	8/4/2011	P08-03-11-233	approved
2107 Rosalie- roughin	8/5/2011	M07-28-11-112	Failed
02107 Rosalie- ac roughin	8/5/2011	M07-28-11-112	failed
515 Garafton - Foundation	8/5/2011	B06-24-11-260	Approved
222 Nanlee- Final	8/5/2011	B044-11-11-146	Approved
222 Nanlee- Final	8/5/2011	E06-07-11-168	Approved
222 Nanlee- Final	8/5/2011	P06-27-11-172	Approved
222 Nanlee- Final	8/5/2011	M06-21-11-195	Approved
1615 Scott- meter loop	8/5/2011	E08-05-11-224	Approved
406 Duroux - gas test	8/5/2011	P08-04-11-244	Approved
134 Mustang - Ground	8/5/2011	P08-04-11-240	Approved

1005 Camp Circle- Foundation	8/5/2011	B08-04-11-196	Approved
1005 Camp Circle- sewer lin	8/5/2011	P08-05-11+246	Approved
883 Driftwood- ground	8/5/2011	P08-04-11-241	failed
847 Driftwood ground	8/5/2011	P08-04-11-242	failed
2311 12th - top out	8/8/2011	P07-05-11-183	approved
126 Anita- roughin	8/8/2011	E07-29-11-212	approved
701 Ave A - Meter loop	8/8/2011	E08-03-11-220	approved
1404 Rohdora water & sewer	8/8/2011	P08-03-11-228	approved
226 Franlee gas test	8/8/2011	P06-29-11-176	approved
214 Nanlee- Water & sewer	8/8/2011	P08-01-11-225	approved
1005 E. Camp Circle - foundation	8/8/2011	P08-05-11-246	approved
305 Robbie- gas test	8/8/2011	P08-04-11-243	approved
2107 Roaslee	8/8/2011	P06-27-11-169	approved
2205 Carrage Ln. - pannel	8/9/2011	E08-01-11-213	approved
2205 Carrage Ln. - deck & steal	8/9/2011	B07-22-11-295	failed
1404 Rhdora-foundation	8/9/2011		approved
702 Duroux- E08-08-11-227	8/9/2011	E08-08-11-227	failed
1102 2nd gas test	8/9/2011	P06-29-11-178	approved
2221 Cedar- Gas Test	8/9/2011	P06-28-11-177	approved
1829 Howell - sewer	8/9/2011	P07-28-11-216	approved
883 Driftwood - underground	8/9/2011	P08-04-11-241	approved
1102 2nd St. - gas test	8/10/2011	P06-29-11-178	approved
1404 Rhodora - foundation	8/10/2011	B08-08-11-325	approoved
126 Anita -meter loop	8/10/2011	E07-29-11-212	approved
126 Anita -top out	8/10/2011	P07-07-11-188	failed
410 Ave D- Sewer Line	8/10/2011	P07-13-11-195	approved
824 Laurel j- pre slab insp	8/10/2011	B07-25-11-301	approved
134 Mustang - foundation	8/10/2011	B08-04-11-137	approved
222 Shoshone Ridge- driveways	8/10/2011	B07-11-11-284	approved
863 Indigo Springs - Final	8/10/2011	B06-08-11-241	approved
863 Indigo Springs - Final	8/10/2011	E06-15-11-165	approved
863 Indigo Springs - Final	8/10/2011	P06-13-11-154	approved
863 Indigo Springs - Final	8/10/2011	M06-28-11-96	approved
2118 12th Ave- meterloop	8/10/2011	E08-02-11-217	approved
226 Franlee gas test	8/10/2011	P06-29-11-176	approved
910 Orange -Finals	8/10/2011	B06-10-11-242	approved
910 Orange -Finals	8/10/2011	E06-17-11-169	approved
910 Orange -Finals	8/10/2011	P06-27-11-173	approved
910 Orange -Finals	8/10/2011	M06-21-11-94	approved
2600 Boss- Sewer	8/10/2011	P02-11-245	approved
1711 Magnolia- gas test	8/11/2011	p08-0311-231	approved
2401 magnolia - gas test	8/11/2011	P08-02-11-227	approved
1601 Magnolia gas test	8/11/2011	P08-03-11-236	approved
1431 Bayou gas test	8/11/2011	P08-03-11-234	approved
1730 Scott- gas test	8/11/2011	P08-03-11-232	approved
130 Mustang - final	8/11/2011	B04-28-11-182	approved
130 Mustang - final	8/11/2011	E05-20-11-140	approved
130 Mustang - final	8/11/2011	P05-3-11-114	approved
130 Mustang - final	8/11/2011	M053-19-11-82	approved
217 Splingered Arrow - Final	8/11/2011	B04-28-11-181	approved
217 Splingered Arrow - Final	8/11/2011	E05-20-11-139	approved
217 Splingered Arrow - Final	8/11/2011	P053-11-115	approved
217 Splingered Arrow - Final	8/11/2011	M05-19-11-81	approved
126 Anita - top out	8/11/2011	P07-07-11-188	approved
2118 12th - top out	8/11/2011	P08-10-11-249	approved

2118 12th - gas test	8/11/2011	P08-10-11-249	approved
217 Rislee final	8/11/2011	E08-08-11-226	approved
3801 McKinney - top out	8/11/2011	P08-10-11-250	approved
3801 McKinney - underground	8/11/2011	P08-10-11-250	approved
2107 Rosalie - final	8/11/2011	B06-24-11-260	approved
2107 Rosalie - final	8/11/2011	E07-26-11-203	approved
2107 Rosalie - final	8/11/2011	P06-27-11-169	approved
2107 Rosalie - final	8/11/2011	M07-28-11-112	approved
3120 Jefferson- Finals	8/12/2011	E04-15-11-102	Failed
3120 Jefferson- Finals	8/12/2011	P07-29-11-220	approved
729 Spoonbill Gas Test	8/12/2011	P08-09-11-248	approved
883 Driftwood - Foundation	8/12/2011	B07-11-11-128	approved
214 Nanlee- Water & sewer	8/12/2011	P08-011-225	approved
2430 Florence- final	8/12/2011	B06-14-11-246	approved
2430 Florence- final	8/12/2011	E07-13-11-183	approved
2430 Florence- final	8/12/2011	P06-24-11-168	approved
2430 Florence- final	8/12/2011	M07-12-11-107	approved
2118 12th - meter loop	8/12/2011	E08-02-11-217	approved
2600 Boss-Foundation	8/12/2011	B08-04-11-319	Failed
300 Vauthier - gas test	8/12/2011	P08-0311235	approved
3108- Mc Kinney	8/12/2011	P05-09-06-128	approved
107 Mustang- gas test	8/12/2011	P05-3-11-114	approved
2600 Boss - foundation	8/15/2011	B08-04-11-319	approved
5 N. Curlew - roughi in framing	8/15/2011	B12-19-08-442	approved
5 N. Curlew - roughi in	8/15/2011	E074-22-11-201	failed
5 N. Curlew - sewer & water	8/15/2011	P07-28-11-114	failed
5 N. Curlew - roughi in	8/15/2011	M07-28-11-114	failed
515 Grafton - framing	8/16/2011	B07-25-11-303	approved
515 Grafton - roughin	8/16/2011	E08-15-112-34	approved
515 Grafton - meter loop	8/16/2011	E08-15-112-34	approved
515 Grafton - top out	8/16/2011	P08-02-11-224	failed
515 Grafton - gas test	8/16/2011	P08-02-11-224	failed
1005 E. Camp Circle - top out	8/16/2011	P08-05-11-246	approved
824 Laurel - gas test	8/16/2011	P08-08-11-247	approved
301 Delaney driveway	8/16/2011	B08-10-11-331	approved
1711 Hawthorne- gas test	8/16/2011	P08-16-11-252	approved
2017 Bellview- gas test	8/16/2011	P08-16-11-254	approved
1529 Bayou- ground	8/16/2011	P08-16-11-253	failed
2816 Woodland - meter loop	8/16/2011	E08-12-11-230	approved
411 Ave A. - foma;	8/17/2011	E08-23-10-212	approved
25 Prairie Knoll- pool final	8/17/2011	B06-04-11-247	approved
515 Grafton - top out	8/17/2011	P08-02-11-224	approved
515 Grafton - gas test	8/17/2011	P08-02-11-224	approved
1102 2nd final	8/17/2011	M07-12-11-405	approved
2221 Cedar- ac final	8/17/2011	M07-12-11-104	failed
847 Driftwood ground	8/17/2011	P08-04-11-242	approved
5130 Casey - service insp.	8/17/2011	Si07-27-11-24	approved
1529 Bayou- ground	8/17/2011	P08-16-11-253	approved
1306 Merry Ln. - gas test	8/17/2011	P08-07-11-256	approved
301 Delaney driveway	8/17/2011	B08-10-11-331	approved
135 Tonkawa. - final	8/18/2011	P05-18-11-127	approved
1005 E. Camp Circle -rough in	8/18/2011	E08-15-11-233	approved
1011 Bayou - roughin	8/18/2011	M08-12-11-124	approved
412 Chip - final	8/18/2011	B08-26-11-176	approved
2221 Cedar- final	8/18/2011	M07-1211-104	approved

214 Nanlee - Foundation	8/18/2011	B08-09-11-330	failed
1005 E. Camp Circle -rough in	8/19/2011	E08-15-11-233	approved
1005 E. Camp Circle -top out	8/19/2011	P08-05-11-246	approved
1005 E. Camp Circle -rough in	8/19/2011	M08-12-11-125	approved
245 Beatrice -framing	8/19/2011	B05-13-11-208	approved
245 Beatrice -rough in	8/19/2011	E08-11-229	approved
245 Beatrice -top out	8/19/2011	P06-07-11-148	approved
245 Beatrice -rough in	8/19/2011	M08-10-11-121	approved
245 Beatrice -gas test	8/19/2011	P06-07-11-148	approved
824 laurel - framing	8/19/2011	B07-25-11-301	approved
508 cedar- meter loop	8/19/2011	E3-15-11-73	approved
1829 Howell- Pre Pool	8/19/2011	B06-06-11-230	approved
1410 Brazos- driveways	8/19/2011	B08-15-11-341	approved
135 Tonkawa. - final	8/19/2011	P05-18-11-127	approved
1005 E. Camp Circle -rough in	8/19/2011	E08-15-11-233	approved
1011 Bayou - roughin	8/19/2011	M08-12-11-124	approved
412 Chip - final	8/19/2011	B08-26-11-176	approved
2221 Cedar- final	8/19/2011	M07-12-11-104	approved
214 Nanlee - Foundation	8/19/2011	B08-09-11-330	failed
411 Ave A. - fina	8/22/2011	E08-23-10-212	approved
25 Prairie Knoll - Final pool	8/22/2011	B06-04-11-247	approved
515 Grafton- top out	8/22/2011	P08-02-11-226	approved
515 Grafton- gas test	8/22/2011	P08-02-11-226	approved
1102 2nd - final ac	8/22/2011	M07-12-11-405	approved
2221 Cedar - ac final	8/22/2011	M07-12-11-104	Failed
847 Driftwood ground	8/22/2011	P08-04-11-242	approved
5130 Casey - service insp.	8/22/2011	SI05-27-11-24	approved
1529 Bayou - re inspection	8/22/2011	P8-16-11-253	approved
1306 Merry Ln. - gas test	8/22/2011	P08-07-11-256`	approved
301 Delany - driveways	8/22/2011	B08-10-11-301	approved
204 Hwy 3- Meter loop	8/23/2011	E08-19-11-242	approved
2201 Howell - meter loop	8/23/2011	P08-07-11-256`	approved
13 Curlew N. - gas test	8/23/2011	P08-22-11-258	approved
515 Grafton- driveway	8/23/2011	B07-25-11-303	approved
2902 Verkin- framing	8/23/2011	B07-08-11-282	approved
847 Driftwood - foundation	8/24/2011	B08-12-11-333	approved
601 Delaney - final	8/24/2011	M08-12-11-123	approved
214 Nanlee- Foundation	8/24/2011	B08-09-11-330	approved
1529 Bayou- foundation	8/24/2011	B08-15-11-335	approved
222 Shoshone Ridge- top out	8/24/2011	P07-20-11-206	approved
222 Shoshone Ridge sewer	8/24/2011	P07-20-11-206	approved
119 Mustang - ground	8/24/2011	P08-18-11-257	approved
226 Franlee- M. loop	8/24/2011	E07-22-11-200	approved
134 Mustang - foundation	8/24/2011	B08-04-11-137	approved
2115 FM 1765- Service insp.	8/25/2011	SI04-19-11-16	approved
810 Seadrift- gas test	8/25/2011	P08-23-11-261	approved
2205 Carriage Ln. - Pool final	8/25/2011	B07-22-11-295	approved
416 Laurel - Service Ins.	8/25/2011	SI08-22-11-40	approved
1829 Howell- foundation	8/25/2011	B06-06-11-230	approved
226 Franlee- Final	8/25/2011	B06-29-11-126	approved
226 Franlee- Final	8/25/2011	E07-12-11-180	approved
226 Franlee- Final	8/25/2011	P06-29-11-176	approved
226 Franlee- Final	8/25/2011	M07-12-11-106	approved
5 N. Curlew - rough in	8/26/2011	E07-22-11-201	approved
5 N. Curlew - top out	8/26/2011	P07-28-11-218	approved

5 N. Curlew - rough in	8/26/2011	M07-28-11-114	approved
5 Trinity - ground & water	8/26/2011	P08-25-11-266	approved
2311 12th - gas test	8/26/2011	P07-05-11-183	approved
1014 Maple- gound & water	8/26/2011	P08-25-11-266	approved
1005 E. Camp Cir. Driveways	8/26/2011	B08-05-11-320	approved
2600 Boss-Final	8/26/2011	B08-04-11-319	approved
2600 Boss-Final	8/26/2011	E2011-232	approved
2600 Boss-Final	8/26/2011	P20-11-22-45	approved
2600 Boss-Final	8/26/2011	M08-22-11-130	approved
135 Tonkawa. - final	8/26/2011	B04-14-157	approved
135 Tonkawa. - final	8/26/2011	E06-03-11-156	approved
1109 Delaney - gas test	8/26/2011	B08-22-11-256	approved

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

Code Compliance Summary

For: August, 2011

CDEF2011-127 **Date:** 8/5/2011 **Address:** 2124 12th Avenue **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds

CDEF2011-128 **Date:** 8/12/2011 **Address:** 1615 Scott **Status** Issued
Code Violation: **Cited By:** Ana Tims

Sanitation
Unsafe Electrical Systems
Extension Cords (Improper Wiring)
Disposal of Garbage

CDEF2011-130 **Date:** 8/15/2011 **Address:** 2109 Howell **Status** Open
Code Violation: **Cited By:** Ana Tims
Structural members must support loads
Unsafe Structures - Conditions
Unsafe Structures - Method of Service
Unsafe Structures - Restoration
Unsafe Structures - Record
General maintenance of exterior
Unsafe Structures - Notice

CDEF2011-131 **Date:** 8/15/2011 **Address:** Lake Park (Lot #10) **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds

CDEF2011-134 **Date:** 8/16/2011 **Address:** Mitchell, Lot 41 **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds
Brush Pile (Tree Limbs) on Property

CDEF2011-135 **Date:** 8/17/2011 **Address:** 207 Prune **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds

CDEF2011-136 **Date:**8/17/2011 **Address:** Lonestar, lot 9 R200080 **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds

CDEF2011-137 **Date:**8/17/2011 **Address:** Oleander Lot 4 BLK 3 **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds

CDEF2011-138 **Date:**8/16/2011 **Address:** 3101 TAYLOR **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds

CDEF2011-139 **Date:**8/19/2011 **Address:** 1725 IH-45 **Status** Open
Code Violation: **Cited By:** Ana Tims
Unlaw Deps Garbage, Rubbish
High Grass/Weeds

CDEF2011-141 **Date:**8/19/2011 **Address:** Bayou page 7 Blk 10 & pt **Status** Open
Code Violation: **Cited By:** Ana Tims
Illegal dumping (Criminal penalties)
Unlaw Deps Garbage, Rubbish

CDEF2011-142 **Date:**8/15/2011 **Address:** 2201 Oak **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds

CDEF2011-143 **Date:**8/19/2011 **Address:** 1820 Dalian **Status** Open
Code Violation: **Cited By:** Ana Tims
Parking, Storage or Use of Rec. Veh

CDEF2011-145 **Date:**8/19/2011 **Address:** 1136 2nd St. **Status** Open
Code Violation: **Cited By:** Ana Tims
Junked Vehicles
Swimming Pools: Enclosures
Dirty Pools

CDEF2011-146 **Date:**8/19/2011 **Address:** 4001 Prairie **Status** Closed
Code Violation: **Cited By:** Ana Tims
Refrigs/Containers Child Accessible
Refrigerators - Criminal Penalty
Refrigerators and Other Containers

CDEF2011-147 **Date:** 8/24/2011 **Address:** 3011 Melody **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds

CDEF2011-152 **Date:** 8/19/2011 **Address:** Grebb Lots16-22 **Status** Open
Code Violation: **Cited By:** Ana Tims
High Grass/Weeds
Unlaw Deps Garbage, Rubbish

CDEF2011-153 **Date:** 8/19/2011 **Address:** 4 DOWLING CIR **Status** Open
Code Violation: **Cited By:** Ana Tims
Unlaw Deps Garbage, Rubbish

CDEF2011-157 **Date:** 8/25/2011 **Address:** Volney lot 13 **Status** Open
Code Violation: **Cited By:** Ana Tims
Abandoned or Inoperable Vehicles
Motor Vehicles

CDEF2011-158 **Date:** 8/25/2011 **Address:** Volney lot 13 **Status** Open
Code Violation: **Cited By:** Ana Tims
Abandoned or Inoperable Vehicles
Motor Vehicles

CDEF2011-159 **Date:** 8/25/2011 **Address:** Volney lot 13 **Status** Open
Code Violation: **Cited By:** Ana Tims
Motor Vehicles
Junk Vehicle Abatement

BAMIA MEETING NOTICE

HERE'S YOUR INVITATION TO OUR HOLIDAY EVENT!!!

Members and (1) guest are invited to join us for an "EVENING" of training, networking and fun!!!

(No children please)

WHERE: **MONUMENT INN RESTAURANT**
4406 BATTLEGROUND RD. (INDEPENDENCE PKWY.)
LA PORTE, TX 77571 PH: #281-479-1521

WHEN: **TUESDAY, DECEMBER 06, 2011**
5:45 – 6:45 SOCIAL HOUR / 6:45 – 7:45 MEAL

****

RSVP REGISTRATION & PAYMENT IS REQUIRED!!!

By Noon – 12/02ND , FRIDAY: ***Member - $ 5.00 & Guest - $10.00***
(That night you will select from a Fisherman's Platter, Broiled Tilapia Pontchartrain, Chicken Teriyaki or 12 oz. Rib Eye)

Your early payment gets you a great price & eligibility for a door prize.

RESTAURANT MUST HAVE FINAL HEAD COUNT ON: FRIDAY, 12/02ND

Payment at the Door: ***Member - $10.00 & Guest $15.00***
(No door prize available)

(Cash or check only – no credit cards please)

****

RSVP TO SHERRY JENNINGS - #281-470-5072

Checks payable to: ***BAMIA*** ***DROP OFF OR MAIL TO:***
City of La Porte - 604 W. Fairmont Pkwy. – La Porte, Tx 77571 (Attn: D. Wilmore)

WE LOOK FORWARD TO SEEING EVERYONE THERE!!!

Inspections Log
September 01 – 15, 2011

134 Mustang - rough-in	9/1/2011	B08-04-11-317	approved
134 Mustang - rough-in	9/1/2011	E009-01-11-256	approved
134 Mustang - rough-in	9/1/2011	P08-04-11-240	approved
134 Mustang - rough-in	9/1/2011	M08-29-11-133	approved
2600 Boss - Meter Loop	9/1/2011	E08-15-11-232	approved
209 Ih 45- Final	9/1/2011	E08-03-11-219	approved
3920 Hwy 3- Final	9/1/2011	E08-03-11-128	approved
5 Trinity - framing	9/1/2011	B08-03-11-315	approved
5 Trinity	9/1/2011	E12-04-09-351	approved
5 Trinity	9/1/2011	M08-29-11-135	approved
5313 IH 45- M. Loop	9/1/2011	E08-17-11-237	approved
1005 E. Camp Cir.	9/1/2011	E08-15-11-233	approved
714 Hudler - Framing	9/2/2011	Bo8-08-11-325	approved
714 Hudler - gas test	9/2/2011	P08-03-11-228	approved
410 Ave D Meter loop	9/2/2011	B05-13-11-207	approved
310 Newman - gas test	9/2/2011	P08-29-11-270	approved
303 Turquoise - ground	9/2/2011	P08-23-11-260	Failed
118 Brown - ground	9/2/2011	P08-24-11-263	approved
118 Brown - sewer	9/2/2011	P08-24-11-263	approved
118 Brown - water	9/2/2011	P08-24-11-263	approved
1529 Bayou - brick tie	9/2/2011	B08-15-11-335	failed
2311 12 th Ave final	9/2/2011	B06-21-11-253	approved
2311 12 th Ave final	9/2/2011	E07-08-11-178	approved
2311 12 th Ave final	9/2/2011	P07-05-11-183	approved
2311 12 th Ave final	9/2/2011	M07-06-11-101	approved
709 Prune - ground	9/2/2011	P08-02-11-278	approved
709 Prune - sewer	9/2/2011	P08-02-11-278	approved
709 Prune - water	9/2/2011	P08-02-11-278	approved
1014 Maple- foundation	9/2/2011	B08-15-11-337	approved
2924 Hwy 45 -Serivice Insp	9/2/2011	SI04-28-10-20	approved
883 Driftwood- rough in	9/2/2011	B07-11-11-283	failed
883 Driftwood- rough in	9/2/2011	P08-04-11-241	failed
883 Driftwood- rough in	9/2/2011	M09-02-11-139	failed
1014- Maple	9/2/2011	P08-25-11-256	approved
714 Hudler	9/6/2011	B08-09-11-329	approved
1005 E. Camp Cir. Meter loop	9/6/2011	E08-15-11-233	approved
3131 Steveroy - gas test	9/6/2011	P09-06-11-283	approved
304 Hawksview- ground	9/6/2011	P08-31-11-276	approved
113 Sacajawa - ground	9/6/2011	P09-01-11-277	failed
214 Nanlee - top out	9/6/2011	P08-011-225	approved
515 Grafton - m. loop	9/6/2011	E08-15-11-234	approved
1529 Bayou rough in	9/6/2011	B08-15-11-335	approved
1529 Bayou rough in	9/6/2011	P8-16-11-253	approved
1529 Bayou rough in	9/6/2011	M09-08-11-142	approved
824 Laurel - final	9/6/2011	E08-01-11-216	approved
824 Laurel - final	9/6/2011	B07-25-11-301	approved
245 Beatrice - m. loop	9/6/2011	E08-11-11-229	approved

303 Turquoise - ground	9/6/2011	P08-23-260	approved
303 Turquoise -water	9/6/2011	P08-23-260	approved
10611 FM 1764 Suite B	9/6/2011	Si09-06-11-44	failed
518 Ave C- top out	9/7/2011	P09-07-11-289	approved
518 Ave C- sewer	9/7/2011	P09-07-11-289	failed
518 Ave C- water	9/7/2011	P09-07-11-289	approved
214 Nanlee rough in	9/8/2011	B08-09-11-330	approved
214 Nanlee rough in	9/8/2011	E08-19-11-240	approved
214 Nanlee rough in	9/8/2011	P08/01/11/225	approved
214 Nanlee rough in	9/8/2011	M09-02-11-141	approved
3131 Steveroy - gas test	9/8/2011	P09-06-11-283	approved
726 Hackberry - driveways	9/8/2011	B08-24-11-358	approved
113 Sacajawa - ground	9/8/2011	P009-01-11-277	approved
113 Sacajawa - sewer	9/8/2011	P009-01-11-277	approved
113 Sacajawa - water	9/8/2011	P009-01-11-277	approved
818 Mills Creek - ground & water	9/8/2011	P09-06-11-279	failed
2814 Katerine - driveway	9/8/2011	B08-31-1-371	approved
304 Hawksview - ground	9/8/2011	P08-31-11-276	approved
621 Wisteria - foundation	9/8/2011	B09-02-11-373	approved
310 Newman - gas test	9/8/2011	P08-29-11-270	approved
1827 Dalian - gas test	9/8/2011	P09-07-11-287	failed
709 Prune - foundation	9/8/2011	B07-13-11-288	approved
5 Trnity- elect. rough in	9/8/2011	E08-31-11-254	failed
5 Trinity - sewer	9/8/2011	P08-25-11-266	approved
10611 FM 1764 Suite B	9/9/2011	P09-06-211-285	approved
883 Driftwood - top out	9/9/2011	P08-04-11-241	failed
817 Indgo Springs	9/9/2011	P09-06-11-281	approved
5 Trinity - meter loop	9/9/2011	E08-31-11-254	approved
214 Nanlee- meter loop	9/9/2011	E08-19-11-240	approved
2903 Magnolia= gas test	9/9/2011	P06-07-11-147	approved
1600 Main - meter loop	9/9/2011	E09-02-11-257	approved
1005 E. Camp Cir. Final	9/9/2011	B08-05-11-320	approved
1005 E. Camp Cir. Final	9/9/2011	E08-15-11-233	approved
1005 E. Camp Cir. Final	9/9/2011	P08-05-11-246	approved
1005 E. Camp Cir. Final	9/9/2011	M08-12-11-125	approved
410 Ave D- meter loop	9/9/2011	E07-14-11-187	approved
118 Brown - foundation	9/9/2011	B06-06-11-231	approved
213 Turquois- ground & water	9/9/2011	P09-06-11-280	approved
303 Turquoise - foundation	9/12/2011	B07-27-11-306	approved
507 Raymond- meter loop	9/12/2011	E09-09-11-266	approved
1827 Dalian - gas test	9/12/2011	P09-07-11-287	approved
1529 Bayou-- rough in	9/12/2011	E09-07-11-263	approved
1529 Bayou-- meter loop	9/12/2011	E09-07-11-263	approved
1307 Lamar - ground & wter	9/12/2011	P09-07-11-290	Failed
2610 Corbit = gas test	9/12/2011	P09-12-11-293	approved
134 Mustang - sewer	9/12/2011	P08-04-11-240	failed
2701 Woodland - roughin	9/12/2011	E09-02-11-259	approved
847 Driftwood- sewer	9/12/2011	P08-04-11-242	failed
818 Mills Creek - ground & water	9/12/2011	P09-06-11-279	approved
4818 Delaney - rough inj	9/12/2011	E08-02-11-260	approved
714 Hudler - water	9/12/2011	E09-07-11-288	approved
2209 Irene - meter loop	9/12/2011	E09-09-11-268	approved
11009 Delany - service insp.	9/12/2011	SI09-09-11-45	approved
113 Sajawa - foundation	9/13/2011	B08-26-11-362	approved
304 Hawksview- foundation	9/13/2011	B08-08-11-326	approved

5 Trinity - sewer	9/13/2011	P08-25-11-266	failed
507 Raymond - meter loop	9/13/2011	E09-09-11-266	approved
1502 Colorado- sewer	9/13/2011	P08-11-11-275	approved
1307 Lamar- rough in	9/13/2011	P09-07-11-290	approved
1529 Bayou - roughin	9/13/2011	E08-15-11-335	approved
1529 Bayou top out	9/13/2011	P08-16-11-253	approved
11009 Delany - final	9/13/2011	P09-13-11-296	approved
883 Driftwood Rough in	9/14/2011	B07-11-11-223	approved
883 Driftwood Rough in	9/14/2011	P08-04-11-241	approved
883 Driftwood Rough in	9/14/2011	M09-02-11-139	approved
883 Driftwood Rough in	9/14/2011	E08-15-11-234	approved
518 Ave C- Rough in	9/14/2011	P08-26-11-364	approved
518 Ave C- Rough in	9/14/2011	E09-08-11-267	approved
518 Ave C- Rough in	9/14/2011	P09-07-11-289	approved
518 Ave C- Rough in	9/14/2011	M09-08-11-143	approved
1829 Howell-framing	9/14/2011	B06-06-11-230	approved
1829 Howell tci	9/14/2011	E09-09-11-267	approved
1829 Howell- top out & gas	9/14/2011	P08728-11-216	approved
1829 Howell- roughin	9/14/2011	M09-09-11-267	approved
515 Grafton - m. loop	9/14/2011	E08-15-11-234	approved
515 Grafton	9/14/2011	P09-15-1-301	approved
515 Grafton final	9/14/2011	M08-15-11-126	approved
822 studio- meter loop	9/14/2011	e09-12-11-271	approved
4818 Delaney - rough inj	9/14/2011	P09-1111-1-297	approved
2701 Woodand - ground & gas	9/14/2011	P09-1311-298	approved
1120 Park - meter loop	9/14/2011	E09-13-11-272	approved
512 elmo - final	9/14/2011	M09-08-11-145	approved
2513 Stonewall	9/14/2011	E09-14-11-271	approved
847 Driftwood - rough in	9/14/2011	B08-12-11-333	approved
847 Driftwood - rough in	9/14/2011	E09-07-11-264	approved
847 Driftwood - rough in	9/14/2011	P08-12-11-242	approved
847 Driftwood - rough in	9/14/2011	M09-08-11-144	approved
134 Mustang - rough in	9/14/2011	B08-04-11-317	approved
134 Mustang - rough in	9/14/2011	E009-01-11-256	approved
134 Mustang - rough in	9/14/2011	P08-04-11-240	approved
134 Mustang - rough in	9/14/2011	M08-29-11-133	approved
1531 Bayou - gas test	9/15/2011	P09-15-11-301	approved
2814 Katherine - gas test	9/15/2011	P08-31-11-274	approved
1529 Bayou - roughin	9/15/2011	M09-08-11-142	approved
113 Sacajawa - sewer line	9/15/2011	P09-01-11-277	approved
304 Hawksview - Sewer	9/15/2011	P08-31-11-276	approved
601 Delaney - gas test	9/15/2011	P09-14-11-300	approved
913 Roosevelt - Misc.	9/15/2011	E09-13-11-273	approved
709 Prune - rough in	9/15/2011	B07-13-11-288	approved
709 Prune Rough in	9/15/2011	E09-15-11-277	approved
709 Prune top out & gas test	9/15/2011	P09-02-11-278	approved
709 Prune Rough in	9/15/2011	M09-14-11-150	approved

Erica Grundmann

From: Danielle Swearinger
Sent: Monday, September 19, 2011 10:21 AM
To: Erica Grundmann
Subject: Copy of Municipal Court Citation Log-Tracker

Municipal Court Citation Log/Tracker

Inspections Department

Violator Name	Violator Address	Violations	Violation Date	Date Mailed	Current Status	Remarks
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
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
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
John Christopher	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
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
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.
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 abondoned structures	10/1/2009	10/6/2009	**Filed in Court/reset for pretrial/foreclose by bank**	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**	Propert is delapidated and in violation of city ordinance.
Frank Armstead	1823 Rosalee, La Marque, TX 77568	Section 44-7 - High Grass	11/6/2009	11/10/2009	**No Show in Court**	Property has high grass and weeds
Mary K. Bumpass	37 N. Omega, La Marque, TX 77568	FC Sect 411.2, Unsecured permises; Cit.Ord.44-7, high grass & weeds	10/1/2009	10/6/2009	**Plea & Give**	Property in violation of City ordinances. Property Foreclosed by bank.
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...
Leon Moore	146 @ FM 519, La Marque, TX 77568				**Dismissed/ In Compliance**	
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
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
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 dangerious 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
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
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., Tecas 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.
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
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 Rooselvelt, La Marque, TX 77568				**Jury Trial**	High Grass and weeds and is unsecured.
William R. Wyly	28001 I-45, La Marque, TX 77568				**No Show in Court**	High Grass and Weeds
Namon & Bobbie Jean	2027 Rosalee, La Marque, TX 77568				**Reset For Trial**	Trash on Property; Illegal Dumping
Willie Patterson	Rosalee Lot 8, La Marque, TX 77568	Sec 44-7	3/23/2010		**No Show in Court**	High Grass and Weeds
David Taylor	1908 Bellview, La Marque, TX 77568	Sec 44-7	2/1/2010		**No Show in Court**	High Grass and Weeds
Charles E. Cannon	2514 Bellview, La Marque, TX 7568	Sec44-7	2/6/2010		**No Show in Court**	High Grass and Weeds
James Montgomery	2604 Bellview, La Marque, TX 77568	Sec 44-7; Sec 35-14	1/6/2010		**Fined**	High Grass and Weeds; Unlawful Deposits
Timothy L. McCoy	605 Cedar, La Marque, TX 77568	Sec44-7	1/6/2010		**No Show in Court**	High Grass and Weeds
Bobbie J. Burgeois	2027 Rosalee, La Marque, TX 77568				**Reset for Trial**	Unlawful Deposits
Sandra Ogarte	827 Cedar, La Marque, TX 77568	Sec 44-113	4/23/2010		**Filed in Court**	Junked vehicle
Timothy L. McCoy	605 Cedar, La Marque, TX 77568	Sec44-7	4/23/2010		**Filed in Court**	High Grass; Security
Ronald D. Dopson	431 Pear, La Marque, TX 77568	Sec 14-283; Sec 4-7; Sec 44-115	4/30/2010		**Filed in Court**	Substandard Structure; High Grass; Junked Vehicle
Oak Street Apts LLC	10722 Filey, Houston, TX	Sec 35-10	2/9/2010		**Filed in Court**	Screening of commercial containers
Dan Carroll	P.O. Box 1003, Texas City, 77592	Sec 44-113	3/23/2010		**Filed in Court**	Junked Vehicle
Dan Carroll	P.O. Box 1003, Texas City, 77592	Sec 44-113	3/23/2010		**Filed in Court**	Junked Vehicle
George Wood	29 Ellis Road, League city,TX, 77573	Section 35-1, Section 35-14	3/31/2010		**Filed in Court**	Unlawful Deposits
Sam Vasquez	P.O. Box 2276, Galveston,TX 77553	IBC03-115, Sec 14-283, FC 311.2, Sec 44-24	8/3/2010		**Filed in Court**	Graffiti, security, unsafe structures,maintain substandard structures
George Wood	29 Ellis Road, League city,TX, 77573	Sec 35-14	11/3/2010		**Filed in Court**	Unlawful Deposits
Henry Sukal	2515 20th St. N., Texas City,TX 77590	Sec 35-9, Sec 35-14, HS Sect. 365.012	3/16/2010		**Filed in Court**	Accumulate Garbage, unlawful deposits, illegal dumping
Michael E. Barker	419 Robbie, La Marque, TX 77568	Sec 14.283(a), HS Sect.365.012, Sec. 44-3	11/3/2010		**Fined**	Maintained Substandard Structure, Illegal Dumping, Airtight Containers
Frank America	930 Orange, La Marque, TX 77568	Sec 44-7	8/18/2010		**No Show in Court**	High Grass And Weeds
Kevin Ray Lee	La Marque High School, Corner of Bayou and FM 1765	Section 14-71, Section 14-65, Section 14-66	unknown		**Fined**	Req. to be Licensed Electrician, Electrical needs inspections, Bridging Electrical Work
Cheryl D. Lane	1005 Pirtle, La Mrque, TX 77568	Section 14-456, Section 14-457, Section 44-7, Section 35-14	6/1/2010		**Dismissed**	Dilapidated Interior Walls,High Grass And Weeds, Unlawful Deposits, Unsecured Property, Display of Street Addresses on BLDG, Placement of numbers
Beverly Davis	1002 Rooselvelt, La Marque, TX 77568	Section 44-7, Section 35-14,	Unknown		**Dismissed**	High Grass and Weeds, Unlawful Deposits, Unsecured Property
Jaqueline A. Patrick	2607 S. Houston Dr., La Marque, TX 77568	IPMC03 307.1, Section 35-1, Section 14.283, IPMC03 304.4, Section 44-7, IPMC03 304.7, IPMC03 301.2, FC Sect. 311.2, IPMC03 302.1	5/25/2010		**Filed in Court**	High Grass and Weeds, Maintained substandard structure
Theodore B. Skelton	301 Hillcrest Dr., Hemphill, TX 75948	Section 44-7, Section 35-9	3/31/2010		**Filed in Court**	High Grass and Weeds
Trilby Townsend Skelton	301 Hillcrest Dr., Hemphill, TX 75948	Section 44-7, Section 35-9	3/31/2010		**Filed in Court**	High Grass and Weeds
Jan Kimling	214 Avenue B, La Marque,TX 77568	Sec. 44-7, IPMC03 304.7	11/16/2010		**Filed in Court Reset for April/ reset in June/ set for trial**	High Grass and Weeds, Maintain substandard structure
Natividad C. Ruiz	821 Lilac St., La Marque, TX 77568	Sec 14-21	12/6/2010		**Filed in court on 1-19-2011 reset for variance/payed $534.00**	Failed to pull a permit
Henry Sukal	2515 20th St. N.,Texas City, TX 77590	HS Sect. 365.012	1/10/2011		**Filed in court on 1-20-2011**	Illegal dumping
Phillip Sukal	2515 20th St. N.,Texas City, TX 77590	HS Sect. 365.012	1/10/2011		**Filed in court on 1-20-2011**	Illegal dumping
Maria Sehnert	2 Pine Bluff St.,La Porte,TX 77571	HS Sect. 365.012	1/10/2011		**Filed in court on 1-20-2011**	Illegal dumping
Dianna M. Soileau	312 18th Ave. North, Texas City,TX 77590	HS Sect. 365.012	1/10/2011		**Filed in court 1-20-2011**	Illegal dumping
Jiceward Minix	8001 Diamond Oak,Texas City,TX 77590	Section 44-7	9/10/2010		**Filed in court on 1-24-2011 Dismissed**	grass has been mowed and Dismissed in court, complaint closed
Albert C. Ruben Jr	1403 Melody Ln,La Marque,Tx 77568	Section 44-7	11/30/2010		**Filed in court on 2-1-2011**	high grass and weeds
					Filed in court on 2-3-2011 (3-15-11) Reset in 4 weeks/ reset in	

Anderson H. Whittington	3048 Cedar, La Marque,TX 77568	sectinn 44-115,sec 35-14	12/6/2010		**June/ DISMISSED**	junk vehicles as a public nuisance, unlawful deposits
David A. Branch	603 Sunset Lane, La Marque, TX 77568	business in residentail area	12/22/2010		**Filed in Court/ plead not guilty set for trial**	
Dorothy Louisa Farmer	1111 E. Layman, La Marque,TX 77568	IPMC03 Sec. 302.8, Sec 44-115 (a)	12/7/2010		**Filed in court on 2-17-2011 No Show 3-15-11,reset in 4 weeks**	junk vehicles as a public nuisance
Hugh Odonohoe Jr.	3105 McArthur,La Marque, TX 77568	Sec 44-7 and 341.013	12/6/2010		**Filed in Court on 2-22-2011/ reset in June DISMISSED**	High grass and weeds, unlawful deposits
Vera L. Walker	8938 Glacier Ave., Texas City, TX 77591	Sec 44-7	9/10/2010		**Filed in Court on 3-8-2011**	High grass and weeds
Charla Hinton	2232 Boss St,La Marque, TX 77568	Sec. 44-7	12/7/2010		**Filed in Court on 3-3-2011/ dismissed**	High grass and weeds

Lora Roth	4510 12th St., Dickinson,TX 77568	Sec 44-7, 341.013 and	2/2/2011		**Filed in court on 4-5-2011**	high grass and weeds, as well as unlawful deposits on an unsecured property
Alfred McCollough	2006 Lenz, La Marque,TX 77568	IBC105.1	5/18/2011		**Filed in court/ failure to appear (6-14-11)**	building porch deck w/o permit contractor applied for permit 5-31-11
Chris Estep	1906 Main St., La Marque,TX 77568	IBC105.1	5/18/2011		**File in court/ failed to appear (6-14-11)**	building porch deck w/o permit contractor applied for permit 5-31-11
Michael Schultz	2320 Oaklawn, La Marque, TX 77568	Sec 44-7, Sec. 35-14, IPMC03 Sec.302.8	3/30/2011		**Filed in court**	high grass and weeds, junked motor boat, unlawful deposits
Andrew A Graves	2425 68th St. Galveston,TX 77551	Failure to obtain liscense, Sec 14-194	5/27/2011		**Filed in court**	not liscensed by TSBPE
Ronald Machette	608 Azalea Dr.,La Marque,TX 77568	Sec. 35-14	6/1/2010		**filed in court (6-27-11)**	unlawful deposits
Darlene Machette	608 Azalea Dr.,La Marque,TX 77568	Sec. 35-14	6/1/2010		**filed in court (6-27-11)**	unlawful deposits
Duane Parker	3115 Melody,La Marque,TX 77568	Sec.71-5, plus other violations	6/21/2011		**filed in court**	prohibited home occupations
Bennie Louis Delaney	1807 Nashby, LaMarque, TX 77568	ECS 901.1- 901.3, FC 605.5, HS Sec. 341.013,HS Sec. 365.012(a) (d) &(e) plus numerous other violations	6/27/2011		**filed in court**	Multiple violations on the 1804 and 1807 Nashby properties
Carlos Juanos Olivas	1001 FM 1765,La Marque, TX 77568	illegal dumping- recieves	6/20/2011		**filed in court**	illegal dumping
Karen Berry-Thibideaux	37 Prairie Knoll, Santa-Fe, TX 77510	Sec 35-14	6/16/2010		**filed in court**	unlawful deposits, accumulate of trash
James M. Lloyd	2306 Meadow Lane, La Marque,TX 77568	Sec. 44-118, Sec.38-55	11/12/2010		**filed in court**	junk vehicles as a public nuisance
Susinder K. Syal	1222 Sunset Ln,La Marque, TX 77568	Sec.35-10	11/12/2010		**filed in court**	screening for commercial containers

FIRE MARSHAL

September 19, 2011

JENNIFER PIERCE

Fire Marshal/Emergency Management Coordinator

Status Report

EMERGENCY MANAGEMENT

The Office of Emergency Management is continuing to monitor the tropics as well as the numerous wildfires burning throughout Texas. Drought conditions remain in effect and all of the local emergency management officials are working on community education programs to educate the public on the hazards presented during these dry times. There has been some talk of advancing to the next stage. The Galveston County Emergency Managers Group met with representatives from the water districts and the National Weather Service to gather information on rain possibilities and water level concerns. Without significant rainfall from a tropical system, drought conditions are likely to continue and lead into a dry winter. This will further heighten wildfire concerns for the coming months.

FIRE PREVENTION

Fire Marshal Pierce is working on a community education program for National Fire Prevention Week. In addition, Fire Marshal Pierce has received numerous complaints about high weeds and grass. Large brush piles and extreme high weeds and grass continue to be a great concern given the current drought conditions.

Fire Marshal Pierce and Captain Decker presented a workplace fire safety presentation to Wal-Mart on September 13th. The event was well attended and many store representatives indicated that they had learned something new.

GRANTS

The Assistance to Firefighters Grant (AFG) period was extended to September 23, 2011. The grants will be reviewed at the end of October and awards should be announced by the end of the year. In addition to this grant, FM Pierce is working on eight additional grants to benefit the City

FINANCE
DEPARTMENT

City of La Marque

Memo

To: Carol Buttler, City Manager

From: Karen Cooper

CC: Members of City Council

Date: September 20, 2011

Re: Finance/Utility Accounting

September 19 – 23 and September 26 – 30, auditors will be on site for audit field work.

Budget for fiscal year 2011-2012 have been entered into the software system. Once the budget is adopted, it will be ready for use on October 1, 2011.

Worked with City's Bond Financial and Legal Counsel regarding the refunding of outstanding debt for cost savings.

Process RFP's for depository contract for banking services, which will be brought to Council for their approval in October.

Possible refinancing of Vactor Truck is being discussed for possible cost savings.

Karen Cooper

EDC
DEPARTMENT

EDC Director's Report

-Met with Jo Brents
-Ms. Brents owns 1.6 acres off of I-45
-Part of the property is currently being leased by Coastal Direct Auto
-She would like to have a street built on an existing 60' right of way to give her remaining 1 acre better access
-She may ask the EDC for assistance with the road if she is able to find a commercial type buyer for the property

-Bayou Fest will be held on October 15th at Highland Bayou Park
-A significant effort has been made to increase the prize money for the cookers
-This year, the prize money will be the same as Fun Fest with a lower entry fee
-Fun Fest costs $275 per spot and Bayou Fest will be $150
-Electricity and water will be provided which makes for a unique experience for the cookers (during most cook-offs cookers have to use personal generators)

-Met with Harvin Moore again regarding PID III, Park Meadows
-They are still exploring their options in order to develop the property they own
-They will make a presentation to the EDC Board to potentially find viable and palatable options

-Visited with another business that needs to expand
-Preliminarily they are looking to add 1500-1800 square feet for additional fabrication space
-The expansion would allow the company to hire two more welders
-They are going to contact Ana Tims in order to find out permit information, etcetera
-They are hoping to apply for assistance within the next couple of months

-A La Marque land owner stopped by to let me know he wants to develop the 3+ acres he owns near I-45
-He is willing to consider many options (build to suit, etc…)
-I called and or emailed 3 local leads that I have been working to give them another development option

ORDINANCE NO. _____

AUTHORIZING THE
ISSUANCE OF

CITY OF LA MARQUE, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2011

Adopted: _____

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Schedule I – Refunded Obligation Candidates

Exhibit A – Form of Pricing Certificate

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF LA MARQUE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE AUTHORIZED OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE AND CERTAIN OTHER TERMS THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT RELATING TO SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the City of La Marque, Texas (the "City") has heretofore issued the obligations described on the attached Schedule I (the "Refunded Obligations Candidates"); and

WHEREAS, the City desires to refund all or a portion of the Refunded Obligations Candidates in order to achieve a present value savings in debt service; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Ordinance and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds or securities, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the City desires to authorize the execution of an escrow agreement, if necessary, in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the City, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the City hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is necessary and in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the City hereby finds and determines that the refunding contemplated in this Ordinance will benefit the City by providing a present value saving in the debt service payable by the City, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations; and

WHEREAS, the City hereby finds and determines that the manner in which the refunding is being executed does not make it practicable to make the determination described by Section 1207.008(a)(2) of Chapter 1207; and

WHEREAS, pursuant to Sections 1207.007 Texas Government Code, as amended, the City desires to delegate the authority to effect the sale of the bonds to the Authorized Officer (hereinafter defined); and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; Now, Therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

"Authorized Officer" means the City Manager or Finance Director of the City, who are authorized to act on behalf of the City in selling and delivering the Bonds, or such other officers of the City as designated in writing.

"Bond" means any of the Bonds.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of La Marque, Texas, General Obligation Refunding Bonds, Series 2011" and such other series or subseries as may be designated in the Pricing Certificate.

"Bond Counsel" means Vinson & Elkins L.L.P.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"City" means the City of La Marque, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Dated Date" means the date of the Bonds as designated in the Pricing Certificate.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar, the location designated in the Pricing Certificate, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., and its successors and assigns.

Escrow Agreement" means the escrow agreement by and between the City and the Escrow Agent relating to the Refunded Obligations, if any.

"Escrow Fund" means the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Obligations.

"Fiscal Year" means such fiscal year of the City as shall be set from time to time by the City Council.

"Initial Bond" means the initial bond authorized by Section 3.04(d).

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

"Maturity" means the date on which the principal of the Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

"Ordinance" means this Ordinance.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means the Paying Agent/Registrar designated in the Pricing Certificate.

"Paying Agent Registrar Agreement" means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Bonds.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer, in substantially the form attached hereto as Exhibit A with such variations, omissions and insertions as are approved by the Authorized Officer as indicated by his/her signature.

"Purchase Agreement" means the letter agreement described in Section 7.01(b) of this Ordinance.

"Purchaser" means the Purchaser designated in the Pricing Certificate.

"Record Date" means the Record Date as designated in the Pricing Certificate.

"Refunded Obligation Candidates" mean the obligations of the City described in Schedule I attached hereto.

"Refunded Obligations" mean those obligations of the City designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates.

"Register" means the bond register specified in Section 3.06(a).

"Special Payment Date" means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

"Special Record Date" means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

"State" means the State of Texas.

"Stated Maturity" means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal, premium, if any, or interest, or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise. References to section numbers shall mean sections in this Ordinance.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) References to section numbers shall mean sections in this Ordinance unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any part of the principal of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on all taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all taxable property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) To pay debt service on the Bonds coming due prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.02 Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of La Marque, Texas, General Obligation Refunding Bonds, Series 2011, Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with Chapter 1207. The Bonds shall be issued in an aggregate principal amount not to exceed $5,500,000 for the purpose of refunding the Refunded Obligations and paying the costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate, and shall be in fully registered form, without coupons in the denomination of $100,000 principal amount or integral multiples of $5,000 in excess thereof and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered I-1.

(b) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date or the Closing Date, as set forth in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360–day year of twelve 30–day months.

Section 3.03 Medium, Method and Place of Payment.

(a) Debt Service shall be paid in lawful money of the United States.

(b) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking

arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Clerk, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one Initial Bond, representing the entire principal amount of the Bonds designated in the Pricing Certificate, to be payable in stated installments to the Purchaser or its designee, executed by the manual or facsimile signatures of the Mayor and City Clerk, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver to the Purchaser or its designee one registered definitive bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of the Purchaser.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that interest on the Bonds is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $100,000 or in integral multiples of $5,000 in excess thereof and in an aggregate principal amount equal to the unpaid principal amount or Maturity Amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02 Optional Redemption.

The Bonds shall be subject to redemption, at the option of the City at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

Section 4.03 Mandatory Redemption.

(a) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds"), if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the particular Bonds or portions thereof to be redeemed shall be selected by the City, and the City shall direct the Paying Agent/Registrar to call such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than $100,000 may be redeemed, but only in a principal amount equal to $100,000 or any integral multiples of $5,000 in excess thereof and only so long as the unredeemed principal amount of such Bond is equal to $100,000 or any integral multiples of $5,000 in excess thereof. The Paying Agent/Registrar shall treat each $100,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest

which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

(a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate

(b) The Authorized Officer is hereby authorized and directed to execute and deliver, or cause the execution and delivery by the Mayor and City Clerk, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in such form as may be approved by the Authorized Officer, such approval to be evidenced by the signature of the appropriate City officials.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04 Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the

termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided that, no such termination shall be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and by executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein.

Section 5.07 Delivery of Records to Successor.

The Paying Agent/Registrar, promptly upon the appointment of a successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form which shall accompany, appear on or be attached or affixed to each of the Bonds, (i) shall be substantially in the form set forth in the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as may be necessary or desirable and not prohibited by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any legend relating to bond insurance for the Bonds or reproduction of an opinion of counsel) as, consistently herewith, may be determined by the Authorized Officer or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Bond.

Section 6.03 Bond Insurance.

If it is determined that the purchase of bond insurance would result in savings to the City, the Authorized Officer is hereby authorized to approve the purchase of and payment of the premium for bond insurance by the City, the terms of commitment for such insurance, if any, and any special provisions related to such policy, if any. All officials and representatives of the City are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance. A statement relating to the bond insurance obtained for the Bonds, if any, may be printed on or attached to each Bond.

ARTICLE VII

DELEGATION OF AUTHORITY, SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds; Purchase Agreement.

(a) The Bonds shall be sold to the Purchaser in accordance with the terms of this Ordinance. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the City in selling and delivering the Bonds and in carrying out the other procedures specified in this Ordinance, including determining the manner in which the Bonds are sold, the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Refunded Obligations, the aggregate principal amount of the Bonds to be issued by the City, the rate of interest to be borne by each maturity of the Bonds, the first interest payment date for the Bonds, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City and shall be subject to mandatory sinking fund redemption, the section of the Paying Agent/Registrar, the Verification Agent, if any, the Escrow Agent, if any, and all other matters relating to the issuance, sale and delivery of the Bonds and including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;

(ii) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed $5,500,000 and shall be in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the City, if any, to provide for the refunding of the maximum amount of the Refunded Obligations and the costs and expenses of issuance of the Bonds;

(iv) the refunding of the Refunded Obligations shall produced a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations, as shown by a table of calculations prepared by the City's financial advisor and attached to the Pricing Certificate; and

(v) no Bond shall mature more than forty (40) years from the date of delivery thereof.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the City a Purchase Agreement providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Ordinance, which final terms shall be determined to be the most advantageous reasonably attainable by the City, such approval and determination being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bonds shall initially be registered in the name of the Purchaser or its designee or such other entity as may be specified in the Purchase Agreement.

(c) The authority granted to the Authorized Officer under Sections 7.01(a) through Section 7.01(b) shall expire on a date 180 days from the date of this Ordinance, unless otherwise extended by the City by separate action.

(d) The Authorized Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, agreements, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, pay the costs of issuance of the Bonds, and effectuate the terms and provisions of this Ordinance.

Section 7.02 Control and Delivery of Bonds.

(a) The Mayor is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public

Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to either the Purchaser under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

Section 7.03 Deposit of Proceeds; Transfer of Funds.

Proceeds from the sale of the Bonds, together with other funds of the City, if any, shall, promptly upon receipt by the City, be applied as set out in the Pricing Certificate. Any proceeds remaining after the accomplishment of such purposes, including interest earnings on the investment of such proceeds, shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

REPRESENTATIONS AND COVENANTS

Section 8.01 Payment of the Bonds.

On or before each date on which principal, premium, if any, or interest is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal, premium, if any, or interest when due.

Section 8.02 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been or will be duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE IX

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 9.01 General Tax Covenants.

The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable regulations promulgated thereunder (the "Regulations"). The City covenants

and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of this Article IX, provided, however, that the City shall not be required to comply with any particular requirement of this Article IX if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Article IX will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article.

Section 9.02 No Private Use or Payment and No Private Loan Financing.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Refunded Obligations have not been and the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 9.03 No Federal Guarantee.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 9.04 Bonds are not Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 9.05 No-Arbitrage.

The City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. The City will certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be

used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

Section 9.06 Arbitrage Rebate.

If the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issue of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 9.07 Information Reporting.

The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 9.08 Record Retention.

The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 9.09 Registration.

The Bonds will be issued in registered form.

Section 9.10 Qualified Tax-Exempt Obligations.

The City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2011, including the Notes, that have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed $10,000,000, and (b) that the reasonably anticipated amount of its tax-exempt obligations which will be issued by the City during calendar year 2011, including the Notes, will not exceed $10,000,000. For purposes of this Section, the term "tax-exempt obligations" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section 9.03(j), the City includes all governmental units which are aggregate with the City under section 265(b) of the Code.

Section 9.11 Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Article IX shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DISCHARGE

Section 10.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner now or hereafter permitted by applicable law.

ARTICLE XI

APPROVAL OF ESCROW AGREEMENT; PAYMENT OF RFUNDED OBLIGATIONS

Section 11.01 Approval of Escrow Agreement.

The Escrow Agreement, if any, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof, and its execution and delivery by the Authorized Officer, are hereby authorized and approved. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available

Section 11.02 Payment of the Obligations; Redemption of Refunded Obligations.

Following the deposit to the Escrow Fund or with the paying agent for the Refunded Obligations as herein specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent/registrar for the Refunded Obligations for the purpose of refunding the Refunded Obligations and shall cease to be payable from ad valorem taxes. The Refunded Obligations are

hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The City Clerk of the City is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Obligations a certified copy of this Order calling the Refunded Obligations for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent/registrar for the Refunded Obligations shall constitute the giving of notice of redemption to the paying agent/registrar for the Refunded Obligations and such paying agent/registrar is hereby authorized and directed to give notice of redemption to the owners of the Refunded Obligations in accordance with the requirements of the order authorizing the issuance thereof.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Changes to Ordinance. The City Attorney or Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 12.02 Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, the City Manager, the Finance Director, the City Clerk and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 12.03 Bond Counsel. The engagement letter of Bond Counsel in substantially the form presented to the Authorized Officer is hereby approved, and the execution of such agreement by the appropriate officials of the City is hereby approved.

Section 12.04 Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Bonds, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.05 Severability and Savings. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 12.06 Repealer. All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 12.07 Force and Effect. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE this _____ day of _____, 2011.

/s/ Carolyn Anderson
_____
City Clerk
City of La Marque, Texas

/s/ Bobby Hocking
_____
Mayor
City of La Marque, Texas

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

City of La Marque, Texas Waterworks and Sewer System Revenue Bonds, Series 1996

Maturity Date (September 1)	Principal Amount
2012	$330,000
2013	$340,000
2014	$360,000
2015	$375,000
2016	$390,000

City of La Marque, Texas Waterworks and Sewer System Revenue Bonds, Series 1998

Maturity Date (September 1)	Principal Amount
2012	$270,000
2013	$280,000
2014	$285,000
2015	$300,000
2016	$310,000
2017	$575,000
2018	$575,000

EXHIBIT A

FORM OF PRICING CERTIFICATE

PRICING CERTIFICATE

Re: City of La Marque, Texas General Obligation and Refunding Bonds, Series 2011 (the "Bonds")

I, the undersigned officer of the City of La Marque, Texas (the "City"), do hereby make and execute this Pricing Certificate pursuant to an ordinance adopted by the City Council of the City on _____ (the "Ordinance") captioned as follows:

> ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF LA MARQUE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE AUTHORIZED OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE AND CERTAIN OTHER TERMS THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT RELATING TO SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

authorizing the issuance of the referenced Bonds. Capitalized terms used in this Pricing Certificate snall have the meanings given such terms in the Ordinance.

As authorized by Section 7.01 of the Ordinance, I have acted on behalf of the City in selling the Bonds to _____(the "Purchaser") pursuant to the terms of the Purchase Agreement dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

A. The Bonds shall have a Dated Date of _____, 2011 and shall be issued in the aggregate principal amount of $_____, for the purposes specified in Section 3.01 in the Ordinance. The Bonds have a scheduled Closing Date of _____, 2011.

B. Interest on the Bonds shall accrue from the later of the [Closing Date] or the most recent Interest Payment Date to which interest has been paid or duly provided for, and shall be payable on _____ and _____ in each year, commencing on _____. The Record Date for the Bonds shall be _____. The Bonds shall mature on _____ in each of the years, in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

Stated Maturity	Principal Amount	Interest Rate	Stated Maturity	Principal Amount	Interest Rate
2011	$	%	2022	$	%
2012			2023		
2013			2024		
2014			2025		
2015			2026		
2016			2027		
2017			2028		
2018			2029		
2019			2030		
2020			2031		
2021					

C. The Bonds shall be substantially in the form set forth in Exhibit A hereto with such insertions, changes and modifications as are required to conform the bond form to the terms of this Pricing Certificate.

D. [Optional Redemption]

E. [Mandatory Redemption]

F. The yield on the Bonds as calculated for federal arbitrage purposes is approximately _____%, as determined by the City's financial advisor, RBC Capital Markets, LLC.

G. The Refunded Obligation Candidates to be refunded with a portion of the proceeds of the Bonds are set forth in Schedule I hereto. The Refunded Obligations are hereby called for redemption on redemption dates specified in Schedule I. The Refunded Obligations shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

H. In accordance with the other parameters contained in Section 7.01 of the Ordinance, the undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the following requirements and parameters contained within such Section 7.01:

(i) the price paid for the Bonds is not less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;

(ii) the Bonds do not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended.

(iii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 of the Ordinance does not exceed $5,500,000 and

is in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the City, if any, to provide for the refunding of the maximum amount of the Refunded Obligations selected from the Refunded Obligation Candidates and the costs and expenses of issuance of the Bonds, including underwriter's discount;

(iv) the refunding of the Refunded Obligation shall produce a net present value savings of at least 3.00% of the principal amount of the Refunded Obligations, as shown by the table of calculations prepared by the City's financial advisor, RBC Capital Markets, LLC, and attached hereto as Exhibit B; and

(v) no Bond shall mature more than forty (40) years from the date of delivery thereof.

I. The proceeds of the Bonds and other available funds shall be applied as follows:

(i) The amount of $_____, consisting of $_____ principal amount of Bond proceeds, plus $_____ net premium received from the sale of the Bonds, shall be deposited to the Escrow Fund in the form of cash or securities purchased with such proceeds and used to pay the redemption price of the Refunded Obligations;

(ii) Net premium received from the sale of the Bonds in the amount of $_____ shall be used to pay the costs of issuance.

(iii) [Net premium received from the sale of the Bonds in the amount of $_____ shall be used the pay the purchaser's discount.]

(iv) Any amounts remaining shall be deposited to the Interest and Sinking Fund.

J. _____ is hereby appointed to serve as Paying Agent/Registrar for the Bonds with its Designated Payment/Transfer Office in _____.

K. _____ is hereby appointed as Escrow Agent.

L. _____ is hereby appointed as Verification Agent.

M. [Insurance Provisions]

O. The form of Pricing Certificate attached to the Ordinance shall be replaced with this Pricing Certificate.

[Signature Page Follows]

This Pricing Certificate for the City of La Marque, Texas, General Obligation and Refunding Bonds, Series 2011, is executed on the _____ day of _____, 2011.

_____
Authorized Officer
City of La Marque, Texas

Exhibit A

FORM OF BOND

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas
County of Galveston

CITY OF LA MARQUE, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2011

INTEREST RATE:	MATURITY DATE:	DATED DATE:	ISSUANCE DATE	CUSIP NO.:
_____%	_____	_____	_____	_____

The City of La Marque, Texas (the "City"), in the County of Galveston, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the _____ Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____ and _____ of each year, commencing _____.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of _____, _____ or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be

paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the _____ day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be fifteen days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of _____, issued in the aggregate principal amount of $_____, pursuant to a certain ordinance (the "Bond Ordinance") adopted by the City Council of the City and a pricing certificate executed pursuant to the Bond Ordinance (the "Pricing Certificate," and, together with the Bond Ordinance, the "Ordinance"), for the purposes of refunding certain outstanding obligations of the City and paying the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, within the limits prescribed by law, against all taxable property in the City sufficient, together with certain available funds of the City on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Ordinance.

The City has reserved the option to redeem the Bonds maturing on and after _____, in whole or in part before their respective scheduled maturity dates, on _____, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[The Bonds maturing on _____ and _____(the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

$_____ Term Bonds Maturing _____, 20__

Redemption Date	Principal Amount
_____	$
_____ (Maturity)	$

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $100,000, each $100,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than thirty (30) days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bond subject to conditional redemption for which such redemption has been rescinded shall remain outstanding.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is

acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, within the limits prescribed by law, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be duly executed under its official seal in accordance with law.

City Clerk City of La Marque, Texas	Mayor City of La Marque, Texas

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Ordinance. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[_____]
as Paying Agent/Registrar

Date: _____ By: _____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Initial Current Interest Bond Insertions.

(i) The Initial Current Interest Bond shall be in the form set forth in paragraphs (a), (b) and (c) of this Section, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

(B) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on _____ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond shall be numbered I-1.

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond for the Current Interest Bonds:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

_____
Comptroller of Public Accounts
of the State of Texas

Exhibit B

SCHEDULE OF SAVINGS

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

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

1. The City Council of La Marque, Texas convened in a special meeting on the 10th day of October, 2011, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City, to wit:

Bobby Hocking	Mayor
Keith Bell	Mayor Pro Tem, Council Member, District A
James Osteen	Council Member, District B
Connie Trube	Council Member, District C
Clint Brown	Council Member, District D

and all of said persons were present, except for the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF LA MARQUE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE AUTHORIZED OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE AND CERTAIN OTHER TERMS THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT RELATING TO SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

_____ Member(s) shown present above voted "Aye".

_____ Members(s) shown present above voted "No".

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in the City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____ day of _____, 2011.

_____
City Clerk
City of La Marque, Texas

_____
Mayor
City of La Marque, Texas

[SEAL]

ORDINANCE NO. 1052

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, PROVIDING FOR THE VACATING, ABANDONMENT, AND CLOSING OF A PART OF THE 20 FOOT WATERWAY LOCATED WITHIN THE CITY OF LA MARQUE, TEXAS.

WHEREAS, the City Council of the City of La Marque, Texas, finds that said portion of said waterway described in Exhibit "A" was at one time open and available as a public waterway but has been discontinued; and

WHEREAS, there is not now any public need for the continuing maintenance of said portion of said waterway by the City of La Marque, Texas; and

WHEREAS, RJR REALTY, INC., as the adjoining property owner, is interested in purchasing the waterway; and

WHEREAS, the burdens and liabilities which would be imposed upon the City of La Marque, Texas, by the continuing and maintenance of same would not be justified by advantages which the discontinuance of said would give to the public.

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

That the 20 foot waterway described in Exhibit "A" is hereby vacated, abandoned, and closed as a public waterway and sold to RJR REALTY, INC. for the sum of $12,500 cash.

PASSED AND APPROVED on the first reading this the 1st day of Sept, 2011.

PASSED AND ADOPTED on the second and final reading this the _____ day of _____2011.

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Martha Gillett, Interim City Clerk

Approved as to form:

Ilis Ortego, City Attorney

EXHIBIT "A"

DESCRIPTION OF PART OF A 20 FOOT IN WIDTH "WATERWAY" RECORDED ON THE PLAT OF COOK AND STEWART SUBDIVISION, JOHN D. MOORE LEAGUE, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 81, PAGE 526, IN THE GALVESTON COUNTY RECORDS.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 62, OF GREB ADDITION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 70 IN THE GALVESTON COUNTY RECORDS, SAID POINT LYING IN THE NORTH RIGHT OF WAY LINE OF F.M. 519, (MAIN STREET), 80 FOOT RIGHT OF WAY AND SAID POINT LYING IN THE EAST LINE OF SAID 20 FOOT IN WIDTH "WATERWAY";

THENCE SOUTH 89 DEGREES 17 MINUTES WEST, ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 519, ACROSS SAID 20 FOOT IN WIDTH "WATERWAY", A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER BEING THE SOUTHEAST CORNER OF LOT 27, IN DIVISION "G", OF THE COOK AND STEWART SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 81, PAGE 526 OF THE GALVESTON COUNTY RECORDS AND SAID POINT LYING IN THE WEST LINE OF SAID 20 FOOT IN WIDTH "WATERWAY";

THENCE NORTH 00 DEGREES 43 MINUTES WEST, ALONG THE EAST LINE OF LOT 27, DIVISION "G" AND ALONG THE WEST LINE OF SAID 20 FOOT IN WIDTH "WATERWAY", A DISTANCE OF 323.12 FEET TO A POINT FOR CORNER IN THE SOUTH RIGHT OF WAY LINE OF I.S. 45;

THENCE SOUTH 63 DEGREES 20 MINUTES 21 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF I.S. 45 AND ACROSS SAID 20 FOOT IN WIDTH "WATERWAY", A DISTANCE OF 22.52 FEET TO A POINT FOR CORNER IN THE EAST LINE OF SAID 20 FOOT IN WIDTH "WATERWAY" AND SAID POINT LYING IN THE WEST LINE OF LOT 42, OF GREB ADDITION;

THENCE SOUTH 00 DEGREES 43 MINUTES EAST, ALONG THE EAST LINE OF SAID 20 FOOT IN WIDTH "WATERWAY" AND THE WEST LINE OF LOTS 42 AND 62 OF GREB ADDITION, A DISTANCE OF 312.76 FEET TO THE PLACE OF BEGINNING.

ORDINANCE NUMBER 1054

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE CITY OF LA MARQUE, TEXAS, FOR THE TAX YEAR 2011; ESTABLISHING THE TIME OF PAYMENT THEREOF; THE PENALTY TO BE ASSESSED FOR DELINQUENT PAYMENTS; AND EXEMPTIONS.

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

ARTICLE I

LEVY OF TAX

There is hereby levied for the Tax Year 2011, an ad valorem tax of and at the rate of $0.51436 on each One Hundred Dollar ($100.00) valuation on all property, real, personal and mixed, situated within the territorial limits of the City of La Marque, Texas on the first day of January, 2012, and not exempt by the law from taxation by the City of La Marque being a City of more than five thousand (5,000) population, for the current expenses of the City and for the purpose of the construction or purchase of public buildings, water works, sewers and other permanent improvements and for the construction and improvements of roads, bridges and streets of such City within its limits.

ARTICLE II

DIVISION AND PURPOSE OF TAX

The tax levied by this Ordinance is levied at the following respective rates for the purpose hereinafter stated and is to be used accordingly.

At the rate of $0.408118 on each $100.00 valuation of property for the purpose of the current maintenance and operations expenses of the City and for the purpose of the construction or purchase of public buildings, water works, sewers and other permanent improvements and for the construction and improvement of roads, bridges and streets of the City.

At the rate of $0.106242 on each $100.00 valuation of property for the purpose of long-term debt service payment obligations.

CITY OF LA MARQUE
TAX RATE

$. PER $100 OF VALUATION

	M & O	DEBT	TOTAL
1996-1997	.3747	.1303	.5050
1997-1998	.3912	.1318	.5230
1998-1999	.4032	.1298	.5330
1999-2000	.39521	.12779	.5230
2000-2001	.43008	.11602	.5461
2001-2002	.42750	.10860	.5361
2002-2003	.42750	.10860	.5361
2003-2004	.43240	.00794	.51034
2004-2005	.4400	.0703	.5103
2005-2006	.4730	.0803	.5533
2006-2007	.42351	.09085	.51436
2007-2008	.43387	.08049	.51436
2008-2009	.42302	.09134	.51436
2009-2010	.407102	.107258	.51436
2010-2011	.407385	.106975	.51436
2011-2012	.408118	.106242	.51436

Effective October 1, 1991 the City implemented the collection of an additional ½ cent sales tax to be used to reduce property taxes. This tax was approved by a citizen referendum.

M & O refers to that portion of the tax rate established by the tax ordinance to be used for Maintenance and Operations of the General Fund activities.

DEBT refers to that portion of the tax rate dedicated by the tax ordinance to be used to retire the current year general obligation debt service, as budgeted in the Debt Service Fund. The FY 2011-2012 debt rate of $0.106242 is 20% of the tax rate.

ARTICLE III

TIME FOR PAYMENT AND PENALTY FOR DELINQUENT PAYMENTS

The time for payment and penalty for delinquent payments shall be in accordance with State statute.

ARTICLE VI

EXEMPTIONS

The following exemptions are hereby authorized:

1. Persons sixty-five (65) years of age or older – exemption is $20,000 from total valuation

2. Disabled person – exemption is $10,000.00 from the total valuation

3. Veterans – exemption as set by statute

PASSED AND APPROVED on the first reading this the 12th day of September, 2011.

PASSED AND ADOPTED on the second and final reading this the _____day of September, 2011.

Bobby Hocking,
Mayor

ATTEST:

Martha A. Gillett,
Interim-City Clerk

AGREEMENT BETWEEN THE CITY OF LA MARQUE

AND THE LA MARQUE POLICE ASSOCIATION

OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012

ARTICLE I

DEFINITIONS

A. "*Agreement*" means the Collective Bargaining Agreement negotiated by and between the City and the Association.

B. "*Association*" means the La Marque Police Association.

C. "*Base Pay*" means the base hourly rate as established in Article XI, Section 1.

D. "*Board of Directors*" mean those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-laws of the Association.

E. "*Chief*" means the Chief of Police of the City of La Marque, Texas.

F. "*City*" means the City of La Marque, Texas.

G. "*City Manager*" means the City Manager of the City of La Marque, Texas.

H. "*Department*" means the Police Department of the City of La Marque, Texas.

I. "*Disciplinary Action*" means suspension of up to fifteen (15) days, indefinite suspension (termination), and demotion in rank.

J. "*Officer*" means any sworn full-time paid Police Officer employed in the Police Department of the City of La Marque with the exception of the Chief of Police, and the one position further identified in Article III, Recognition - Section 1, and Article 29, Promotions - Section III, Exempt Position. Wherever the word "he" is used in this Agreement, the term is intended to cover both male and female Officers covered by this Agreement. In this Agreement, the words "Officer" and "employee" are interchangeable when referring to sworn employees of the La Marque Police Department.

K. "*Grievance/Dispute*" is defined as a disagreement involving the interpretation, application, or alleged violations of any provision of this Agreement.

L. "*Immediate Family*" shall be defined in the specific articles in which reference to this term is found.

M. "*Layoff*" means a termination of employment resulting from a reduction in force.

N. "*Promotion*" means advancement from a lower rank to a higher rank within the department.

O. "*Regular Pay*" means the total salary or wages paid to an Officer, exclusive of overtime pay, but including longevity pay, certification or incentive pay, and any other supplemental pay provided to the Officer on a recurring basis.

P. "*Strike*" means whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to: "slowdowns," "sickouts," "blue flue," ticket blitzes and the intentional failure to make arrests, to perform other usual and customary duties, including traffic enforcement), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

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

ARTICLE II

PUPOSE OF AGREEMENT (or Preamble)

SECTION I

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

SECTION II

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

SECTION III

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

ARTICLE III

RECOGNITION

SECTION I

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

SECTION II

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

ARTICLE IV

DURATION OF AGREEMENT

SECTION I

This agreement shall be effective as of October 1, 2011, and shall remain in full force and effect through midnight, September 30, 2012. Effective for the contract year 2010-2011 the Association shall be entitled to request reopening the Collective Bargaining Negotiations for Wages only, by providing notice as required in Article 4, Section 2 of this Agreement. If a new agreement has not been reached by September 30, 2012, then this Agreement shall automatically be extended until a new agreement is executed, but in no event shall this Agreement extend beyond midnight December 31, 2012.

SECTION II

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

SECTION III

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

ARTICLE V

MAINTENANCE OF STANDARDS

SECTION I

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

SECTION II

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

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

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

ARTICLE VI

NO STRIKE CLAUSE

SECTION I

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

SECTION II

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

ARTICLE VII

NON-DISCRIMINATION

SECTION I

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

SECTION II

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

SECTION III

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

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

SECTION IV

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

ARTICLE VIII

ASSOCIATION ACTIVITIES

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE IX

RIGHTS OF MANAGEMENT

SECTION I

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

SECTION II

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

1. To determine Police Department policy, including the rights to manage the affairs of the Police Department in all respects, except as stated above;

2. To assign working hours, including overtime;

3. To direct the members of the Police Department, including the rights to hire, terminate, suspend, discipline, promote or transfer any Officer;

4. To determine the health, safety and property protection measures for the Department;

5. To allocate and assign work to Officers within the Department, and to determine the methods, processes, and manner in which Officers will perform work;

6. To establish and implement work performance measurements and standards for all Officers in the Department;

7. To utilize civilian personnel in the Department to perform those duties not customarily recognized by the professional police community as requiring licensed Police Officers to perform; by example and not intended to be all inclusive, secretarial, clerical, dispatch, meter checker or jailer;

8. To allocate and assign supplies and equipment to Officers;

9. To determine the specifications and quantity of all supplies, materials and equipment to be acquired by the Department.

10. To be the sole judge of the qualifications and fitness of applicants;

11. To schedule Departmental operations and, consistent with applicable state statutes and the Fair Labor Standards Act, to determine the number and duration of hours assigned duty per week;

12. To establish and enforce Departmental rules, regulations and orders;

13. To introduce new, improved or different methods and techniques of operations of the Department, or change existing methods or techniques;

14. To determine the amount of supervision necessary;

15. To take whatever actions may be deemed reasonably necessary to carry out the mission of the Department in situations of emergency; and

16. To control the Departmental budget.

SECTION III

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

SECTION IV

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

ARTICLE X

PAYROLL DEDUCTION OF DUES

SECTION I

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE XI

SALARIES

SECTION I

BASE SALARIES FOR 2011-2012. Effective October 1, 2011, base salaries shall be paid in accordance with the following schedule:

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

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

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

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

In the event the City Council grants a higher percentage Cost-of-Living wage increase to all non-collective bargaining employees or other collective bargaining groups for fiscal year 2011-12, then the wage rates specified shall be increased to reflect that same percentage.

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

SECTION II

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

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

SECTION III

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

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

SECTION IV

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

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

SECTION V

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

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

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

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

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

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

SECTION VI

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

SECTION VII

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

SECTION VIII

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

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

SECTION IX

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

ARTICLE XII

COMPENSATORY TIME/OVERTIME

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

SECTION VI

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

ARTICLE XIII

SHIFT CHANGE

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE XIV

CALL-BACK/STANDBY

SECTION I

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

SECTION II

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

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

SECTION III

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

ARTICLE XV

SENIORITY

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

ARTICLE XVI

INSURANCE

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

ARTICLE XVII

VACATIONS

SECTION I

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

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

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

SECTION II

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

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

SECTION III

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

SECTION IV

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

SECTION V

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

ARTICLE XVIII

HOLIDAYS

SECTION I

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

HOLIDAY	DESIGNATED DATE
New Year's Day	January 1, 2012
Martin Luther King's Birthday	January 16, 2012
Good Friday	April 06, 2012
Memorial Day	May 28, 2012
Independence Day	July 4, 2012
Labor Day	September 3, 2012
Thanksgiving Day	November.22, 2012
Day after Thanksgiving Day	November 23, 2012
Christmas Eve	December 24, 2012
Christmas Day	December 25, 2012
*Floating Holiday	

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

SECTION II

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

SECTION III

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

ARTICLE XIX

SICK AND INJURY LEAVE

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

SECTION I

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

SECTION II

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

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

SECTION III

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

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

SECTION IV

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

SECTION V

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

ARTICLE XX

FAMILY AND MEDICAL LEAVE ACT

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

1. An Officer who has at least twelve (12) months of service with the City, and who has worked one thousand two hundred fifty hours (1,250) within the last twelve (12) months, shall be entitled to unpaid leave during any twelve (12) month period for:

   a. The birth of a child

   b. The adoption or undertaking of a foster care of a child. In this case, leave must be taken within twelve (12) months of the event.

   c. The care of a spouse, son or daughter under eighteen (18) years of age, or a biological parent if such person has a "serious health condition." The term "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves inpatient care at hospitals or other medical facilities or the continuing treatment by a doctor or other health care provided.

   d. A serious health condition of the Officer himself/herself that renders the Officer unable to perform the functions of the job. The officer shall be required to use any accrued and unused sick leave in this case as a part of the leave.

2. Officers requesting predictable leaves (adoption, birth, scheduled medical treatment) must give at least thirty (30) days advance notice. The City may put an Officer on FMLA leave, even if not requested by the Officer, where the Officer's condition or the condition of his family member qualifies as a "serious health condition." The City will notify the Officer when he has been placed on an FMLA leave.

3. Documentation of the circumstance necessitating the leave shall be required. The City may request a second opinion from a party of the employer's choice at the expense of the City.

4. Officers shall be allowed to return to the same or a comparable job following the leave, provided that the Officer is physically and mentally able to fully perform the job duties. The City may require a medical certification from the Officer or

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

5. Officers shall not accrue seniority or any other benefit while on this leave.

6. The City shall continue to maintain coverage under the applicable group health plan for the duration of the Officer's leave. The Officer must continue to pay any portion of the premium that is required by the Insurance Article in this agreement.

7. The Officer shall be required to take any accrued vacation or sick leave as a part of the leave.

8. The City shall require the Officer to report periodically on his/her status and intention to return to work.

9. The aggregate number of weeks shall be limited to twelve (12) when both the husband and wife are employed by the City.

10. Twenty-Six Weeks of Leave. Eligible employees may take up to 26 weeks of FMLA leave in a single 12-month period to care for a **covered service member** (*i.e.*, the employee's spouse, child, parent, or next of kin) with a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces. If an employee and the employee's spouse are both employed by the City, both are jointly entitled to a combined total of 26 workweeks of leave during a single 12-month period.

11. Maximum Amount of Leave. The maximum amount of FMLA leave available is 12 weeks during a 12-month period or 26 weeks in a single 12-month period to care for an injured or ill service member even if there are multiple FMLA qualifying events.

ARTICLE XXI

DEATH IN FAMILY LEAVE

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

ARTICLE XXII

JURY DUTY

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

ARTICLE XXIII

MILITARY LEAVE

SECTION I

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE XXIV

RETIRMENT PLAN

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

ARTICLE XXV

SAFETY AND EQUIPMENT

SECTION I

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

SECTION II

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

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

SECTION III

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

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

SECTION IV

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

SECTION V

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

SECTION VI

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

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

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

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

SECTION VII

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

SECTION VIII

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

SECTION XI

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

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

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

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

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

SECTION X

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

ARTICLE XXVI

TRAINING

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

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

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

ARTICLE XXVII

OFF-DUTY EMPLOYMENT

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

ARTICLE XXVIII

PHYSICAL AND MENTAL STANDARDS

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

ARTICLE XXIX

PROMOTIONS

SECTION I

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

SECTION II

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

SECTION III

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

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

SECTION IV

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

ARTICLE XXX

PROBATIONARY PERIOD

SECTION I

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

SECTION II

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

SECTION III

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

ARTICLE XXXI

ALCOHOL/SUBSTANCE ABUSE

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

ARTICLE XXXII

AFFIRMATIVE ACTION

SECTION I

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

SECTION II

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

SECTION III

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

ARTICLE XXXIII

MISCELLANEOUS PROVISIONS

SECTION I

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

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

SECTION II

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

1. Police Professional Equipment Items: Items that are recognized professional equipment necessary for the performance of Police Officer duty. Reimbursement will not exceed $1,000 (one thousand dollars) per occurrence.

2. Personal Items: Items identified as industry standard gear used or worn in the normal course of duty as a Police Officer, but are not exclusively Police Officer

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

SECTION III

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

SECTION IV

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

1. Any commendation, congratulation or honor bestowed on the Officer for an action, duty, or any activity relating to the Officer's official duties.

2. Any periodic evaluation of the officer by supervisory personnel.

3. Any complaints, reprimands, or any other documents pertaining to disciplinary action. A copy of any such document of this nature shall be given to the Officer prior to the time that the document is placed into the file. The Officer shall have the opportunity to file a written response to any such document within ten (10) working days after receipt of a copy. Any response shall be attached to the document which is placed in the personnel file. Six (6) months after a Letter of Counseling or a Letter of Reprimand has been placed in the Officers file, the Officer may request through a memo that his/her letter of counseling or reprimand be removed from the file after a review and at the discretion of the Chief of Police.

4. Necessary records, such as, but not limited to college transcripts, training and pay records, employment application and other related pre-employment documents, accident and injury reports, medical and psychological reports, certification data, attendance records and promotional history.

5. Any Officer may review his/her personnel file at a pre-arranged, mutually acceptable time and in the presence of the appropriate representative of the City. The Officer should make an appointment to review his file.

6. A letter, memorandum, or document relating to alleged misconduct by an Officer may not be placed in the Officer's personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct. Any such documents placed in the officer's personnel file as provided herein that do not

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

7. The Employer may not release any information contained in an Officer's personnel file without first obtaining the Officer's written permission, unless such information is excepted for release under the Texas Open Records Act, and is properly requested for release. In the event of release of information, the officer shall be notified accordingly.

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

SECTION V

BULLETIN BOARDS. The Association may maintain one (1) bulletin board, no larger than three (3) feet by three (3) feet, at the Police Station in a conspicuous location approved by the Chief. No information shall be placed on any bulletin board on the Employer's property which is personally critical of any individual, or of the Association or of management representatives of the City. No endorsement or "non-endorsement" of any candidate for public office shall be placed on bulletin boards; however this does not prohibit Association announcements concerning political forums, receptions, etc.

SECTION VI

PROVISION OF COPIES. The Employer shall provide to each officer a copy of this Agreement, all special orders, general orders, training bulletins, City Personnel Policy, Police Department Operations Manual, Departmental Rules and Regulations, Penal Code, and traffic code updates, and applicable City ordinances.

SECTION VII

JOINT RESPONSIBILITY RECOGNITION. The Employer and the Association recognize their joint responsibility to a reasonable, fair, and consistent interpretation and application of this Agreement.

SECTION VIII

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

ARTICLE XXXIV

INTENAL INVESTIGATIONS

SECTION I

CONDUCT OF INTERVIEW. In all investigations alleging serious misconduct or criminal activity by a Police Officer and which are initiated as the result of a citizen complaint, the complaining citizen(s) shall be required to submit a sworn, notarized affidavit taken by an Officer assigned to Internal Affairs Investigations. The City may designate a location other than the Police Department for the taking of the affidavit. For purposes of this section, "Serious misconduct" means some action, or failure to act, by a Police Officer, which, if found to be true could result in the termination of the Officer for that offense alone.

The provisions of this Section do not preclude the Chief from conducting administrative investigations nor does it preclude the Chief from ordering an internal investigation for complaints other than serious misconduct or criminal activity. A sworn affidavit is not required in advance where a complaint does not allege serious misconduct or criminal activity.

Prior to commencing the investigation, the Officer shall be informed of the general nature of the investigation, and shall be provided with sufficient information to properly apprise the Officer of the allegations.

All persons present in the interview shall be identified to the Officer by name, rank and agency.

The interview shall be completed with reasonable dispatch, and reasonable respites shall be allowed. Sufficient time shall also be provided to the Officer for attending to basic and essential personal necessities.

The Officer shall not be threatened, harassed or intimidated, or offered any type of inducement due to answers or non-answers to questions posed to the Officer during the interview process. The Officer may be informed, however, that his/her conduct can, or has, become the subject of disciplinary action, for which the appropriate measures of punishment may be administered.

Noting in this section shall prevent or impede the Chief, or other appropriate supervisor, in the conduct of the business of the Department, from entering into immediate and direct discussion with, or making legitimate inquiry of any Officer who has not yet been formally identified as the target of an investigation.

SECTION II

RIGHT TO CONTACT ATTORNEY. In all cases where an Officer is to be interviewed concerning an alleged act which, if proven, may result in temporary or permanent dismissal from the Department, the Officer shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choice, and/or a representative of the Association before being interviewed.

An attorney of the Officer's own choosing and/or a representative of the Association may be present during the interview. In the event that the Officer appears with an Association representative or attorney, the Chief or other involved Officer(s) shall have the option of continuing or terminating the interview. In lieu of an interview, the Chief may provide the affected with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response, sworn to and notarized under oath.

If an Officer is under arrest, or is likely to be, due to being a suspect or target of a criminal investigation, the Officer shall be given Miranda Decision rights.

The Officer shall be given an exact copy of any written statement that he/she may execute.

SECTION III

RECORDING OF INTERVIEW. An Officer shall have the right to have the interview tape recorded, provided the Officer furnishes the tape and the recorder and advises all parties of the recording in advance. The Chief or his designee shall have the same right. Neither an Officer nor a representative of the Chief shall tape record a conversation between an Officer and a representative of the Chief without disclosing the intent to record prior to the conversation.

SECTION IV

NOTIFICATION OF FINDINGS. The Chief shall provide written notice in a sealed envelope, to the individual Officer of the final status of any complaint filed with the Police Department. The officer shall sign an acknowledgment of receipt of the notice.

SECTION V

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

ARTICLE XXXV

DISCIPLINARY ACTIONS

SECTION I

AUTHORITY. The Chief shall, for just cause, have authority to demote, suspend without pay not to exceed fifteen (15) days, or terminate any Police Officer for the causes set forth in the Rules and Regulations of the Police Department and for violations of this Agreement, Civil Service Rules and the city's personnel policies. An Officer may appeal such actions, if any, as provided herein. An Officer who is passed over as a candidate on any promotional eligibility list may appeal the Chief's decision to do so under this Article. Both disciplinary actions and being passed over for promotion that are unsatisfactory to the Officer shall be first appealed for remedy and resolution through this Article before any other remedy is sought, unless precluded by law.

SECTION II

NOTICE AND SERVICE. The Chief shall provide a written statement to any Officer to whom disciplinary action is administered or who is passed over for promotion, stating the action and reasons therefore. The notice shall point out the particular rule or rules alleged to have been violated by the Officer, and the specific act(s) or omission(s) upon which the action is based. The notice shall also advise the Officer or his/her right of appeal, and the applicable time frame within which the appeal must be affected.

If the Chief is unable to secure personal delivery of the notice to the Officer after due diligence, the notice may be delivered to the President of the Association, and proof of such service shall be sufficient to support any disciplinary action.

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

SECTON III

APPEAL. An Officer who is disciplined or passed over for promotion pursuant to this Article must appeal to the Chief's written charges to the City Manager or his/her designee within ten (10) calendar days. Said appeal shall be in writing, and shall include a statement of facts upon which it is based with reasonable details to assist in resolving the dispute, the remedy or adjustment sought, and the signature of the

appealing Officer. The City Manager or his/her designee shall render a written decision and provide a copy of same to the Officer within fifteen (15) calendar days.

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

SECTION IV

APPEAL TO CIVIL SERVICE COMMISSION OR TO THIRD PARTY HEARING EXAMINER. If an Officer does not accept the decision of the City Manager, or his/her designee, he/she may, within ten (10) calendar days of receipt of the decision, appeal the disciplinary action, demotion, or promotion Passover, in writing, pursuant to Chapter 143.

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

ARTICLE XXXVI

DISPUTE RESOLUTION PROCEDURE

SECTION I

SCOPE OF PROCEDURE. The City and the Association agree that a just and equitable method for the resolution of disagreements between the parties regarding the interpretation of the provisions of this Agreement is necessary. Matters involving the interpretation, application, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subject to this Article. Any Officer(s) aggrieved by matters involved in dispute resolution shall first seek resolution through this Article before seeking any other remedy unless precluded by law.

SECTION II

LIMITS. The parties shall adhere to the time limits as set forth in this Article. In the event that the Officer or the Association fails to meet the time limits at Step One (1) of this procedure, the dispute shall be considered satisfied and no further action shall be taken. Failure by the Association or the City to meet the time limits at any other Step shall be considered an unsatisfactory response, and shall automatically allow the dispute to proceed to the next Step. Such time restrictions may be waived by mutual consent of the parties.

SECTION III

PROCESS. A dispute as defined in Section One (1) above shall be handled as follows:

STEP 1. Each Officer is encouraged to attempt an informal solution to impending disputes by verbally apprising his/her immediate supervisor of same as soon as is possible. If the dispute is not resolved by the supervisor, or if the Officer chooses to by-pass an informal resolution attempt, he/she shall submit the issue in writing to the Chief within twenty (20) calendar days of the Officer's actual or constructive knowledge of the occurrence of the event causing the problem.

In the case of a dispute triggered by an action or inaction of a party beyond the authority of the Chief, the grievance may be initiated at Step 2.

The President of the Association, or his/her designee, may file a class action grievance on behalf of any bargaining unit members similarly situated at Step 2 above

within twenty (20) calendar days of the Officer's actual or constructive knowledge of the occurrence or event causing the problem.

The grievance shall include:

1. A statement of the grievance and all facts on which it is based.
2. Any and all sections of the Agreement which have allegedly been violated.
3. The remedy or adjustment sought, if any.
4. The signature of the Officer.

The Chief or his designee shall provide a written response within twenty (20) days after his receipt of the Officer's statement.

STEP 2. It the dispute is not resolved at Step 1, the Association shall determine if a grievance exists. Said determination shall be made by an Association Grievance Committee. The Grievance Committee shall meet and render its decision within ten (10) days of the Step 1 ruling, including presentation of the dispute or grievance at Step 3, if such action is opted by the Committee.

In the event that the Committee determines that a valid dispute exists, the Association, representing the aggrieved Office, shall proceed to Step 3. In the event that the Grievance Committee decides that no dispute exists, there shall be no further action taken under this procedure.

STEP 3. If a dispute or grievance is believed to exist, it shall be presented in writing to the City Manager or his designated representative, who shall have twenty (20) calendar days to act on the grievance, render a decision, and advise the Association President of that decision in writing. The Step 3 grievance form will include a statement stating why the Step 1 response from the Chief is rejected and provide reasonable details in assisting to resolve the dispute.

The City Manager may choose, but is not required, to meet with the Association President and the Association's representative, if mutually agreed by the City Manager and the Association President, at this Step, in an attempt to resolve the dispute. If such meeting is agreed to, the City Manager may include any other representatives he/she so chooses to be present at this meeting. In the event that the dispute is not resolved at this meeting, none of the parties may use information obtained solely from this meeting in any future arbitration hearings.

The sole intent of this provision is to promote open discussions by the parties in attempting to resolve disputes prior to invoking any further Sections of this Agreement.

STEP 4. If the grievance is not resolved at Step 3, and if the Association wishes to pursue the grievance further, then both parties agree to mediate the grievance utilizing the services of the FMCS. The Association must notify the City of its desire to mediate the grievance within twenty (20) calendar days of receipt of the written response from the City Manager. Mediation will be scheduled as soon as reasonably practicable. No information provided in statements made during the grievance mediation may be used by either party in any future arbitration hearing.

STEP 5. If the grievance has not been settled at Step 4, the Association shall have ten (10) calendar days from the date that the mediation is concluded in which to appeal the grievance to arbitration. An appeal from the Association shall be submitted in writing to the City Manager or his/her designated representative.

SECTION IV

ARBITRATION. If a dispute is submitted to Arbitration, the City and the Association shall attempt to agree within five (5) calendar days upon an arbitrator who resides in the State of Texas. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals who are members of the National Academy of Arbitrators shall be requested jointly by the parties, or by either party, from the Federal Mediation and Conciliation Service.

Within five (5) working days from receipt of this list, the Association and the City shall meet and alternately strike names on the list until one name remains and that person shall be the arbitrator. A coin toss shall decide which party strikes first.

In the event that the parties are unable to obtain a list of arbitrators from the Federal Mediation and Conciliation Service that contains arbitrators exclusively from the State of Texas, a list of eleven (11) arbitrators shall be requested by the parties in lieu of the list of seven (7), and the City and the Association shall meet and jointly strike all names of Arbitrators who reside outside the State of Texas. After all of the outside Arbitrators are stricken, if an even number of names remain on the list, the last remaining name shall be stricken.

The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. If there is a question of arbitrability, including but not limited to whether the appropriate time limits have been followed, these issues shall be submitted to and decided by the arbitrator in advance. No evidence on the merits of the dispute shall be introduced before the arbitrator rules on arbitrability and timeliness issues. The parties, by mutual agreement, may request that the hearing be held in

accordance with the Expedited Labor Arbitration Rules, which are found as Attachment 1 to this Agreement, and are incorporated herein by reference.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his/her decision on the issue(s) presented, and shall confine his/her decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her. Payment of any award by an arbitrator in excess of five thousand dollars ($5,000.00) may be deferred until the City's next fiscal year. The decision of the Arbitrator shall be final and binding upon the City and the Association, except where the award is procured by bias, fraud, collusion or other unlawful means.

The City shall bear the expense of any witness(es) called by the City. The Association shall bear the expense of any witness(es) called by the Association, except that employees of the City of La Marque who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The City and the Association shall share equally the fees and expenses of the Arbitrator.

ARTICLE XXXVII

SAVINGS CLAUSE

SECTION I

EFFECT OF ILLEGAL PROVISIONS. Should any provision of this Agreement be subsequently declared by competent judicial authority to be unlawful or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION II

PRE-EMPTION OF LOCAL GOVERNMENT CODE AND OTHER PROVISIONS. The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143 of the TEXAS LOCAL GOVERNMENT CODE; the City Charter of the City of La Marque, Texas; ordinances of the City of La Marque; Rules and Regulations of the La Marque Civil Service Commission; and policies and procedures of the La Marque Police Department.

ARTICLE XXXVIII

COMPLETE AGREEMENT CLAUSE

SECTION I

The Employer and the Association agree that, subject to the Maintenance of Standards Article, the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

SECTION II

The parties hereto acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make, advance, and discuss all proper subjects of collective bargaining, and the agreements herein contained were arrived at after free exercise of such rights and opportunities. The Employer and the Association, for the term of this Agreement, specifically waive the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

It is specifically provided that there shall be no further negotiations, except by mutual agreement, of any subjects contained within this Agreement.

SECTION III

Neither party shall make or permit any agreement, understanding, or contract with any person, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

SECTION IV

All modifications of this Agreement must be made in writing and signed by both the Employer and the Association before such modifications shall become effective.

SECTION V

This Agreement has been executed this **13th** day of **October**, 2008 and extended thru September 30, 2012. Each of the pages hereof having been initialed and dated by the subscribing parties.

APPROVED

Bobby Hocking, Mayor	Forest Gandy, Association President
Carol Jo Buttler, Interim City Manager	Chief Negotiator/Association
	Team Member/Association
	Team Member/Association

ATTACHMENT I

EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties - these Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtained at the time the arbitration is initiated.

2. Appointment of Neutral Arbitrator - As agreed to in the basic Agreement.

3. Initiation of Expedited Arbitration Proceeding - Cases may be initiated by joint submission in writing, or in accordance with a Collective Bargaining Agreement.

4. Qualifications of Neutral Arbitrator - No person shall serve as neutral Arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting any appointment, the prospective Arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that Arbitrator or communicate the information to the parties.

5. Vacancy - The AAA is authorized to substitute another Arbitrator if a vacancy occurs or if an appointed Arbitrator is unable to serve promptly.

6. Time and Place of Hearing - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least twenty-four (24) hours in advance. Such notice may be given orally.

7. Representation by Counsel - Any party may be represented at the hearing by Counsel or other representative.

8. Attendance at Hearing - Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.

9. Adjournments - Hearings shall be adjourned by the Arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.

10. Oaths - Before proceeding with the first hearing, the arbitrator shall take an oath of office. The Arbitrator may require witnesses to testify under oath.

11. Stenographic Record - There shall be no stenographic record of the proceedings.

12. Proceedings - The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make or take appropriate minutes of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing within five (5) days.

13. Arbitration in the Absence of a Party - The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.

14. Evidence - The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.

15. Evidence by Affidavit and Filing of Documents - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.

16. Close of Hearings - The Arbitrator shall ask whether the parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.

17. Waiver of Rules - Any party who proceeds with the arbitration after knowledge that any provision or requirement of the Rules has not been complied with, and who fails to state his/her objections thereto in writing, shall be deemed to have waived his/her right to object.

18. Serving of Notices - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on an award made hereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these rules.

19. Time of Award - The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by all parties, not later than five (5) business days from the date of the closing of the hearing.

20. Form of Award - The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

21. Delivery of Award to Parties - Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the ruling of the award in any manner which may be prescribed by law.

22. Expenses - The expenses of witnesses for either side shall be paid by the party producing such witnesses.

23. Interpretation and Application of Rules - The Arbitrator shall interpret and apply these Rules insofar as they relate to his/her powers and duties. All other Rules shall be interpreted and applied by the AAA, as administrator.

ATTACHMENT 2

RELEASE OF LIABILITY AGREEMENT

I, _____, (known herein as _____), in consideration for the joint promises herein made, in which such consideration the receipt and sufficiency of which is acknowledged, do hereby agree to the following:

I

_____ has accepted the appointment to _____ at the La Marque Police Department, and recognizes such position is an "at will" position within the management of the City of La Marque, and that he/she has no "tenure" in the present position. The position is not represented by the La Marque Police Association, nor is the person appointed to that position covered by the Labor Agreement between the City of La Marque and the La Marque Police Association. Therefore, I hereby release the La Marque Police Association and indemnify them from any and all liability for any claim I might have arising out of the La Marque Association's alleged breach of its duty of fair representation or arising out of any related affirmative claim for not representing me in collective bargaining negotiations as required by State Law, or for not representing me under the grievances procedures as set forth in the Collective Bargaining Agreement between the City of La Marque and the La Marque Police Association.

II

I hereby voluntarily relinquish any and all rights and benefits set forth and granted under the existing Collective Bargaining Agreement between the City of La Marque and the La Marque Police Association, except as specified in Paragraphs III and IV below, and including, but not limited to, inclusion as a member of the collective bargaining unit; coverage under any and all wage plans and any other fringe benefits therein, either of a direct or indirect nature (including but not limited to insurance plans/premium payments, work hours, clothing allowance, leave time, holidays, overtime pay, call back and standby pay, longevity pay and certificate pay); and the right to file any and all grievances pursuant to _____ Article of the Contract alleging a violation of the Collective Bargaining Agreement, for events occurring while I held the position of _____.

III

I, by execution of this Agreement, do not relinquish my righter under Article _____, Disciplinary Actions, to be terminated from employment for cause only and to appeal any termination of any employment pursuant to that Article. Nor do I relinquish my right upon voluntarily or involuntarily relinquishing the position of _____ to assume the position of _____ within the La Marque Police Department. In such event, I will have the full protection of the La Marque Police Association after the effective date that I assume such position without requirement of payment of any back dues, assessments, charges or penalties of any other type.

IV

I hereby retain the right to voluntarily resign my position as _____, and, in that event resume the position of _____, with full protection by the La Marque Police Association from and after the effective date that I assume such position without the requirement of payment of any back dues, assessments, charges, or other penalties of any type.

Executed this _____ day of _____, _____

By: _____

Accepted: _____
President, La Marque Police Association

Accepted: _____
City Manager, City of La Marque

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite113 Texas City, Texas 77591
Telephone: (409) 935-1980 or toll free (866) 277-4725
Fax: (409) 935-4319

August 10, 2011

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

Dear Mayor Hocking:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 1, 2012 through December 31, 2013.

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

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2010 tax levy (*Vote Allocation enclosed*), receives nominations, prepares and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with the **written resolution.** Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 14, 2011**. You may also fax the nominations to us at (409) 935-4319.

An alphabetized ballot will be delivered to you before October 31st. Your vote (and resolution) must be submitted to the chief appraiser before December 16.

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

Sincerely,

Ken Wright
Chief Appraiser

KW:jw
Enclosures

CC: Mr. Eric Gage, City Manager

Galveston Central Appraisal District

Voter Allocations

2012-2013 Board of Director Elections

Entity	2010 Levy Amount	Percent	Not Rounded	Votes
County of Galveston	$ 120,033,746	24.485%	1224.261161	1224
Galveston Co. Road & Flood	$ 1,741,561	0.355%	17.76271726	18
Galveston ISD	$ 50,960,103	10.395%	519.7577927	520
Dickinson ISD	$ 36,246,689	7.394%	369.6911497	370
Friendswood ISD	$ 27,796,352	5.670%	283.5035589	284
High Island ISD	$ 939,742	0.192%	9.584718218	10
Hitchcock ISD	$ 7,212,938	1.471%	73.56697717	74
La Marque ISD	$ 17,487,061	3.567%	178.3559234	178
Clear Creek ISD	$ 66,090,153	13.481%	674.0738346	674
Santa Fe ISD	$ 14,122,053	2.881%	144.0351699	144
Texas City ISD	$ 47,174,402	9.623%	481.1462617	481
City of Galveston	$ 22,047,740	4.497%	224.8716938	225
City of Texas City	$ 20,433,461	4.168%	208.4071648	208
City of La Marque	$ 3,084,702	0.629%	31.46182618	31
City of Hitchcock	$ 1,422,158	0.290%	14.50502765	14
City of Jamaica Beach	$ 654,411	0.133%	6.674539431	7
City of Dickinson	$ 3,209,636	0.655%	32.73606654	33
City of Friendswood	$ 13,439,464	2.741%	137.0732344	137
City of Kemah	$ 587,139	0.120%	5.988411575	6
City of League City	$ 32,750,825	6.681%	334.0357556	334
City of Clear Lake Shores	No Levy for 2010	0.000%	0	0
City of Santa Fe	$ 1,660,708	0.339%	16.9380726	17
Village of Tiki Island	$ 627,293	0.128%	6.397954593	6
City of Bayou Vista	$ 506,994	0.103%	5.170988025	5
TOTAL	$ 490,229,331	100.000%	5000	5000

VOTES NECESSARY TO ELECT	834
Times Number of Members	5
Minimum Votes Necessary	4170
Votes Remaining	830

GALVESTON CENTRAL APPRAISAL DISTRICT

2012-2013
Board of Directors Election

Section 6.03 Board of Directors
Formula of Voting Entitlement

Step 1	Subsection (d)	$\frac{\text{2010 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy 2010}}$ **x 1000 = x 5**
Step 2	Subsection (e)	Chief Appraiser calculates number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement ***before October 1, 2011.***
Step 3	Subsection (g)	Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser ***before October 14, 2011.***
Step 4	Subsection (j)	***Before October 30***, the Chief Appraiser prepares ballot (*alpha order*) and delivers it to the presiding officer of each entitled unit.
Step 5	Subsection (k)	***Before December 16, 2011,*** the governing body shall submit to the Chief Appraiser its vote.
Step 6	Subsection (k)	Chief Appraiser counts votes and submits results to each governing body **before *December 31, 2011***.

GALVESTON CENTRAL APPRAISAL DISTRICT

2012-2013 Board of Directors Election

NOMINATION

VOTING UNIT

City of La Marque

You may nominate up to (5) five **before October 14, 2011.**

NOMINEE(S)

1. _____
Name

_____
Address

_____
Telephone Number

2. _____
Name

_____
Address

_____
Telephone Number

3. _____
Name

_____
Address

_____
Telephone Number

4. _____
Name

_____
Address

_____
Telephone Number

5. _____
Name

_____
Address

_____
Telephone Number

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

8-1-11

Notice of confidentiality rights: If you are not a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

Quitclaim

Date:	_____, 2011
Grantor:	CITY OF LA MARQUE, TEXAS
Grantor's Mailing Address:	1111 Bayou Road La Marque, Texas 77568 Galveston County
Grantee:	RJR REALTY, INC.
Grantee's Mailing Address	% Gulf Coast Engineering and Surveying P.O. Box 382 La Marque, Texas 77568 Galveston County
Consideration:	TEN AND NO/100 DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

Property (including any improvements): SEE EXHIBIT "A" ATTCHED HERETO

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

City Clerk

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the _____day of _____, 2011, by BOBBY HOCKING, as Mayor and _____, as City Clerk, of the CITY OF LA MARQUE, TEXAS.

_____
Notary Public, State of Texas

This instrument was prepared in the office of Ellis J. Ortego, Attorney at Law, who was not requested by the parties to examine title or render an opinion, and said attorney makes no representation as to the validity of the title herein conveyed, or that title is free and clear of liens or claims of third persons, and said attorney disclaims any warranty, implied or actual, with respect to the conditions of title, unless a written opinion is rendered.

RETURN TO:

Ellis J. Ortego
P.O. Box 419
Santa Fe, Texas 77510

RBC Capital Markets®

Ryan O'Hara
Director
Municipal Finance - Houston
Municipal Markets

Phone: 713-853-0830
Fax: 713-651-3347
Email: ryan.ohara@rbccm.com

September 26, 2011

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

Ladies and Gentlemen:

1. **Retention of RBC Capital Markets, LLC.** We understand that the City of La Marque, Texas ("Issuer" or "you") has under consideration the issuance of $5,500,000* General Obligation Refunding Bonds, Series 2011 ("Obligations") and that in connection with the issuance of such Obligations you hereby agree to retain RBC Capital Markets, LLC ("RBC CM") as your financial advisor in accordance with the terms of this financial advisory agreement ("Agreement"). The Issuer agrees that the financial advisory duties of RBC CM shall apply only to matters pertaining to the issuance of such Obligations and that RBC CM is not acting as your financial advisor with respect to any other matters absent an explicit written financial advisory agreement.

2. **Scope of Services.** As financial advisor, we agree to perform the following services:

   (a) Analyze the financing alternatives available to the Issuer, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.

   (b) Recommend a plan for the issuance of the Obligations that will include: (1) the type of bonds (current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (fixed or variable); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) appropriate management fee and takedown; and (10) other matters that we consider appropriate to best serve the Issuer's interests. To the extent appropriate, the plan will address strategies in addition to the issuance of obligations, such as interest rate derivative transactions.

   (c) Advise you of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance.

   (d) Organize and coordinate the financing team. Unless otherwise directed by you, we will select the paying agent, escrow agent and verification agent, as the particular transaction may require, each of whom will be retained and compensated by you. We will solicit and evaluate underwriter proposals upon request and make a recommendation for the hiring of the underwriter(s).

* Estimated, subject to change.

(e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and assisting in the financial advisory aspects of preparing appropriate legal proceedings and documents, including documents concerning any required election.

(f) Assist in the Issuer's preparation of the Preliminary Official Statement ("POS") and the Official Statement ("OS") or equivalent document as the particular transaction may require (such as a private placement memorandum).

(g) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Issuer seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.

(h) Make recommendations as to obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the issuer seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.

(i) Attend meetings of governing bodies of the Issuer, its staff, representatives or committees as requested.

(j) Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner.

(k) After closing, deliver to the Issuer and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.

You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

3. **Information to be Provided to RBC CM.** You agree (upon our request) to provide or cause to be provided to us information relating to the Issuer, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by you or on your behalf to us under this Agreement, you agree upon our request to obtain certifications (in a form reasonably satisfactory to us) from appropriate Issuer representatives as to the accuracy of the information and to use your best efforts to obtain certifications (in a form reasonably satisfactory to us) from representatives of parties other than the Issuer. You acknowledge that we are entitled to rely on the accuracy and completeness of all information provided by you or on your behalf.

4. **Official Statement.** You acknowledge that you are responsible for the contents of the POS and OS and will take all reasonable steps to ensure that the governing body of the Issuer has reviewed and approved the content of the POS and OS. You acknowledge that you are subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure. To the extent permissible by law, you agree to indemnify and hold us harmless against any losses, claims, damages or liabilities to which we may become subject under federal or state law or regulation insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon omission or alleged omission to

state in the disclosure document a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse us for any legal or other expenses reasonably incurred by us in connection with investigating or defending any such loss, claim, damage, liability or action.

5. **Fees and Expenses.** In connection with the authorization, issuance, and sale of Obligations, you agree that our fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee will become due and payable simultaneously with the delivery of the Obligations to the Purchaser. Our fee does not include and we will be entitled to reimbursement from you for any actual "out-of-pocket" expenses incurred in connection with the provision of our services, including reasonable travel expenses or any other expenses incurred on your behalf. These expenses will be due and payable when presented to the Issuer, which normally will be simultaneously with the delivery of the Obligations to the Purchaser.

6. **Interest Rate Derivatives.** If you decide to consider the use of interest rate derivative products as part of the financing plan for the Obligations covered by this Agreement, we will be pleased to consider a request to provide our assistance. Inasmuch as the Scope of Services does not contemplate interest rate derivatives, any assistance would be required to be set forth in an amendment to this Agreement or a separate document.

7. **Term of Agreement and Waiver of Sovereign Immunity.** This Agreement shall be for a period of 12 months (the "Term") from its date or through the issuance of the Obligations, whichever earlier; however, this Agreement may be terminated by either party upon 30 days written notice. You agree and understand that this Agreement is a contract for services and waive any claims you may have that you are immune from suit by virtue of any law, statute, or claim for any matter arising from or relating to this Agreement. Paragraphs 4, 5 (insofar as it concerns reimbursable expenses) and 8 (insofar as it concerns waiver of sovereign immunity) will survive any termination of this Agreement.

8. **Miscellaneous Provisions.** This Agreement is submitted in duplicate originals. Your acceptance of this Agreement will occur upon the return of one original executed by an authorized Issuer representative, and you hereby represent that the signatory below is so authorized. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter thereof and supersedes any prior understandings or representations. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of you and RBC CM, and no other person. RBC CM may not assign this Agreement without your prior written consent.

RBC CAPITAL MARKETS, LLC

By _____

Name Ryan O'Hara

Title Director

Date _____

ACCEPTANCE

ACCEPTED this 26th day of September, 2011

By _____

Name _____

Title _____

Date _____

Attest:

By _____

Name _____

Title _____

Date _____

FEE SCHEDULE

In consideration for the services rendered by RBC CM, the Issuer agrees that our fee for each issue of Obligations will be as follows:

STANDARD FEE SCHEDULE

Base Fee - Any Issue			$ 6,250	
Plus				
$10.00 per	$1,000 up to	$ 250,000 or	$ 8,750 for	$ 250,000 Bonds
Plus				
$9.00 per	$1,000 next	$ 250,000 or	$11,000 for	$ 500,000 Bonds
Plus				
$ 7.00 per	$1,000 next	$ 500,000 or	$14,500 for	$ 1,000,000 Bonds
Plus				
$ 6.00 per	$1,000 next	$ 1,500,000 or	$23,500 for	$ 2,500,000 Bonds
Plus				
$ 2.75 per	$1,000 next	$ 2,500,000 or	$30,375 for	$ 5,000,000 Bonds
Plus				
$ 2.00 per	$1,000 next	$ 5,000,000 or	$40,375 for	$10,000,000 Bonds
Plus				
$ 1.00 per	$1,000 over	$10,000,000		

Fees for refunding Obligations and/or other Obligations involving escrow Agreements, will be the fee schedule set out above plus 25%, and, in addition to our Financial Advisory fee, we will charge a structuring fee to be negotiated on a case-by-case basis. The additional fees will not exceed 25% of the fee set out in the schedule above.

RBC CM will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any "out-of-pocket" expenses incurred on behalf of the Issuer.

City of La Marque

Memo

To: Carol Buttler, Interim City Manager

From: Karen Cooper, Finance Director

CC: Mayor & Members of City Council

Date: September 19, 2011

Re: Purchase Cards

As of August 31, 2011 our current purchase cards with JP Chase are no longer valid due to the State of Texas contract expiring.

I contacted our Depository Bank, Regions Bank, requesting purchase cards for City Council, City Manager and Department Heads. They have agreed to provide the purchase cards for the City and I have included a copy of the Purchasing Card Service Agreement for your review.

Regions Bank set the overall credit limit for the City of La Marque at $75,000. In the past, the City has never spent over $45,000 for the entire year.

Each card will be set at $2,500 credit limit with the exception of the City Manager and Finance Director which in the past has been $5,000.

Staff is asking for your approval. Karen Cooper

REGIONS

Customer Name City of La Marque

Date 9/7/2011

PURCHASING CARD SERVICE AGREEMENT

THIS PURCHASING CARD SERVICE AGREEMENT (the "Agreement") is made and entered into as of the date set forth above by the company whose name is set forth above ("Company") with Regions Bank ("Bank").

1. INTRODUCTION

Bank is a card-issuing member of VISA and is authorized to issue or procure the issuance of cards ("Purchasing Cards"), which may be used to effect purchases of goods and services from those merchants that accept VISA cards as a method of payment.

Company has requested that Bank provide, for use by individuals designated by Company, an account (the "Purchasing Card Account") which can be accessed for the purpose of purchasing goods and services exclusively for Company's business purposes by either (1) presenting a Purchasing Card to merchants which accept VISA cards as a method of payment and/or (2) telephone without the need to present a physical Purchasing Card to such merchants.

2. COMPANY SETUP FORMS

Company, through its duly authorized representative, has applied to Bank for a Purchasing Card Account and has prepared and submitted to Bank a Company Setup Form (hereafter "Exhibit B") along with certain accompanying documentation (hereafter "Exhibits B-D") which details and summarizes certain of the terms and conditions that govern Company's participation in and utilization of the Purchasing Card Account. Exhibits B-D, as completed and submitted by Company, are attached hereto and incorporated herein by reference.

3. DESIGNATION OF CARDHOLDERS, ACCESS OF ACCOUNTS, MONITORING

Following procedures, which Bank in its sole discretion may modify from time to time, Company will designate a minimum of at least ten (10) individuals to receive Purchasing Cards and may designate individuals to make charges to the Purchasing Card Account without the use of a Purchasing Card. (Each such person who receives a Purchasing Card and each person who may make charges to the Purchasing Card Account without the use of a Purchasing Card is hereinafter called a "Cardholder.") All Purchasing Cards shall at all times be and remain the property of Bank and may be canceled at any time and must be surrendered on demand. Company agrees to assume complete responsibility for all purchases, charges and other transactions, authorized and unauthorized, made through the use of any Purchasing Card, including, without limitation, charges by anyone the Cardholder allows to use the Purchasing Card. Company also agrees to assume complete responsibility for all transactions, authorized and unauthorized, made through the use of any Purchasing Card Account without the use of a Purchasing Card in accordance with the procedures established for effecting such transactions.

Bank will issue Purchasing Cards to the persons designated by Company in writing. Company assumes complete responsibility for monitoring the use of its Purchasing Cards and its Purchasing Card Account. Company agrees to notify Bank immediately, by telephone, followed by prompt written confirmation, of (1) any loss or theft of any Purchasing Card, (2) any termination of a Cardholder's authority to use a Purchasing Card, or (3) any termination of a Cardholder's authority to make charges to a Purchasing Card Account without the use of a Purchasing Card.

Company will designate a Purchasing Card Administrator and a Secondary Purchasing Card Administrator per Exhibit B. Company will notify Bank as provided in Section 14 of any changes of the Purchasing Card Administrator or the Secondary Purchasing Card Administrator. The Purchasing Card Administrator and the Secondary Purchasing Card Administrator are responsible for notifying Bank of any changes in the information contained in Exhibit B-D, or any other information with respect to Cardholders (additions, deletions or changes), usage of Cards, limitations on Card usage such as transaction type, size or frequency, and of any other changes the Company may wish to make to the Purchasing Cards, the accounts or the usage of the Purchasing Cards or the accounts.

Company agrees that it is responsible for the manner and format in which all usage of the Purchasing Card Account is reported and analyzed. Company is responsible for reviewing all levels of billing and reporting established by Exhibits B-D for any unauthorized or unwanted transactions or activity. Bank shall have no obligation to provide Company with records of any transactions occurring more than twelve months prior to the date such records are requested.

4. LIMITATIONS ON CARDHOLDER USE

The individual Purchasing Card in the hands of each Cardholder and the Purchasing Card Account which may be accessed without the use of a physical Purchasing Card may be subject to various limitations regarding transaction type, size and frequency, as agreed upon in writing between Company and Bank. Company agrees that the limitations therein established are reasonable and fully meet the needs of Company for security and control over its Purchasing Card Account, while at the same time affording the Cardholders sufficient access in order for Company to effectively use the Purchasing Card Account. Company acknowledges that transactions in an amount below certain floor limits will not be subject to prior authorization or approval at the point-of-sale and will, therefore, bypass the routine authorization process for transaction approval. Company agrees to accept full liability for any such transactions.

If selected by Company, Purchasing Cards issued by Bank will enable the Cardholder to purchase or lease goods and/or services only from any provider which has a Merchant Category Code ("MCC") designated by Company as acceptable in Exhibit D. Company agrees to assume complete responsibility for all transactions made through the use of the Purchasing Card Account at any merchant which has a designated MCC. Company accepts the responsibility for designating as part of Exhibit D any MCCs, which are to be used to cause certain types of transactions, attempted through the use of the Purchasing Card Account to be refused or denied.

Company agrees that each purchase or cash advance made with the Purchasing Card Account will have a business or commercial purpose for Company and will not be for personal, family or household purposes.

Company represents, warrants, and agrees that neither the Purchasing Card nor the Purchasing Card Account will be used for any illegal purpose or in breach of any contract or agreement by which Company is bound, and Company agrees to comply with all applicable laws, rules, and regulations concerning the Purchasing Card and the Purchasing Card Account and/or the use thereof. Company further represents, warrants, and agrees that neither the Purchasing Card nor the Purchasing Card Account will be used to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. Bank reserves the right to decline any transaction that Bank believes is an internet or online gambling transaction or a high-risk transaction.

Bank may from time to time impose other limits or restrictions on transactions that may be executed with a Purchasing Card or the Purchasing Card Account without notice to Company. Bank reserves the right to decline any Purchasing Card or Purchasing Card Account transaction that is in conflict with limits or restrictions set by Bank.

5. ANNUAL FEES

In return for the services provided to Company by Bank under the terms of this Agreement, Company agrees to pay to Bank, or its designated agent or subsidiary, the nonrefundable annual fee set out on Exhibit B. The annual fee shall be due and payable at the time of the first periodic billing on Company's Purchasing Card Account and annually thereafter. The annual fee shall be due and payable for each Purchasing Card issued under this Agreement and as to which Bank has not received written notice from the Company of cancellation at least one month prior to the assessment of the annual fee. Bank may change the annual fee from time to time in its discretion upon notice to Company.

6. CASH ADVANCES

☑ Unless the box below is checked, cash advances will NOT be permitted under the terms of this Agreement.

Cash advances are permitted under the terms of this Agreement and will be debited to Company's Purchasing Card Account in the same manner as purchases or rentals of goods or services. A cash advance fee will be charged for each cash advance obtained under this Agreement or by the use of Company's Purchasing Card. The cash advance fee will be equal to the greater of (a) 1.5% of the amount of the cash advance obtained or (b) $10. Cash advances include any and all advances where cash or cash equivalent is obtained, whether in person, through an ATM, or by any other means whatsoever. This cash advance fee will be in addition to any charge or fee which may be imposed by the merchant or institution from which the cash advance is obtained.

7. PERIODIC BILLING

Company will receive a periodic billing statement based upon the format and the frequency designated in Exhibit B. Transactions made and billed during the applicable billing period will appear on Company's billing statement. The total of all transactions, including any cash advances during the period (if applicable), will be shown on the billing statement under the heading "New Balance." Company agrees to pay the New Balance shown on each billing statement on or before the "Due Date" which appears on such billing statement as specified in Exhibit B. All fees incurred or payable under this Agreement will be billed separately from transactions reflected on the billing statement.

8. PAYMENT IN FULL REQUIRED

Company hereby agrees to pay each New Balance in full on or before its Due Date. Company further agrees that the failure to make any such payment on or before its Due Date will constitute a breach of this Agreement for which Bank may immediately terminate this Agreement without notice. Unless Bank expressly waives this provision in writing, by the execution of the Purchasing Card Agreement for Payment By Direct Debit (ACH Debits) attached as Exhibit A to this Agreement, and, if executed, made a part hereof, Company authorizes Bank to charge Company's Demand Deposit Account number designated (the "DDA") for each New Balance plus any other fees and charges then due on the Due Date of such New Balance.

9. LATE CHARGE AND SUSPENSION OF PURCHASES OR CASH ADVANCES

Company shall pay a late charge, which will be imposed on any balance on the Purchasing Card Account, which is not paid within five (5) days of the Due Date. This late charge will be the greater of $10.00 or one and one-half percent (1.5%) of the New Balance then due. In addition, if any balance due on the Purchasing Card Account is not paid within thirty (30) days of the Due Date and if Bank has not terminated this Agreement, Bank may refuse to permit any additional purchases or cash advances to be made with any of the Purchasing Cards.

10. CREDIT LIMIT

Bank from time to time, in its sole discretion, shall establish the maximum aggregate amount available for purchases, fees and other charges incurred or arising by virtue of the use of the Purchasing Card Account (the "Credit Limit"). Company will be advised from time to time of the amount of its available Credit Limit, which shall be reduced by all unpaid balances in the Purchasing Card Account.

With the approval of Bank, Company may establish individual spending limits for each Cardholder which will be the maximum amount that may be outstanding at any time on the Purchasing Card Account as a result of that individual Cardholder's use of the Purchasing Card issued to that Cardholder or of the Purchasing Card Account. The spending limits of individual Cardholders will always be contingent upon availability under the Credit Limit.

11. UNAUTHORIZED USE

As used in this Agreement, "unauthorized use" means the use of a Purchasing Card and/or the Purchasing Card Account by a person other than a Cardholder or any other person who does not have actual, implied or apparent authority for such use, and from which the Company receives no benefit. The Company will be liable for all unauthorized use.

12. DISPUTED BILLINGS

Disputes regarding charges or billings to Company's Purchasing Card Account must be communicated to Bank at the address set forth for Bank on the periodic billing statement. All disputes must include the name of the Cardholder, the name of Company, the Purchasing Card Account number, the dollar amount in dispute, the merchant name, the purchase number (if any), and a description of the dispute or the alleged error. Any communications about a dispute or alleged error must be received by Bank within sixty (60) days of the date of the periodic billing statement upon which the transaction alleged to be in error or dispute first appeared. Any transaction not disputed within such sixty- (60) day period shall be deemed valid, authorized and undisputed. The provisions of this section shall in no way be construed to void or diminish Company's liability for all unauthorized use of the Purchasing Card Account and/or any Purchasing Card.

13. OPTIONAL SERVICES

At Company's option, Company may elect to utilize one or a combination of Regions Commercial Card Internet products that may be made available by Bank from time to time. These websites are not under the control of Bank and Company will be provided third party website addresses at implementation. The provider of these websites applies encryption technology to its websites to assist in the protection of the Company's information. Company acknowledges that transactions conducted over the internet and information transmitted over the internet may be subject to interception by outside parties not under the control of the Bank or the provider of the website. In this regard, Company assumes the risk of such occurrences and releases the Bank from liability for any activity of this nature.

The Company will be issued an ID and password to gain entry into these websites. Company agrees to protect, secure and preserve the ID and password and the confidentiality of the ID and password. Company further agrees to follow all procedures issued by Bank from time to time involving the use of any Internet related products. Customer acknowledges that data presented within the website on a particular day is information posted by the website provider as of the close of provider's prior business day. Company agrees to pay fees for these services as disclosed to Company by Bank from time to time. Company hereby releases Bank for any claim arising out of the use of any of these internet-related products unless such claim is proven to be solely the result of the Bank's gross negligence or willful misconduct.

14. NOTICES

Except as otherwise expressly provided in this Agreement, all notices, requests and other communications provided for hereunder must be directed to the other party at the respective addresses indicated in this Agreement and must be either (1) in writing, by first class mail, postage prepaid, (2) via facsimile, (3) via e-mail, or (4) hand delivered. Delivery shall be deemed to have occurred within three days of mailing if sent by mail, on the date of confirmation if sent by facsimile or e-mail, or on the date of delivery if hand-delivered. Either party may, by notice to the other, change its address set forth in this Agreement. Customer's address for notices is set forth at the end of this Agreement. Bank's address for notices is:

Mailing Address:
Regions Bank
Attn: Treasury Management
250 Riverchase Pkwy. E, RCS-3
Birmingham, AL 35244

Overnight Address:
Regions Bank
Attn: Treasury Management
250 Riverchase Pkwy. E, RCS-3
Birmingham, AL 35244

Email Address:
clientservicesgroup@Regions.com

Fax Number:
205-560-7668

Each party shall be solely responsible for the security of its own e-mail and facsimile devices and for any notices sent or purporting to be sent from its e-mail or facsimile devices.

15. NONUSE OF SERVICE

In the event that Company does not use the services for a period of six months or longer, Company's ability to use the services described in this Agreement may be terminated on or after such period without any advance notice to Company. Any reinstatement of services under this Agreement must be agreed upon in writing by an authorized representative of Bank.

16. TERMINATION OR AMENDMENT

Company may terminate this Agreement and the Purchasing Card Account at any time upon written notice to Bank and surrender of all outstanding Purchasing Cards. Bank may terminate this Agreement and the Purchasing Card Account, and/or deactivate Purchasing Cards, at any time, with or without notice to Customer, provided that Bank shall endeavor to give written notice to Company in the event Bank shall take such action. Bank shall have the right to modify, amend, change, or supplement the terms of this Agreement (including the separate sections hereof), and/or the fees, charges, and other terms and conditions applicable to the services contemplated hereby, at any time and from time to time in Bank's discretion upon written or electronic notice to Customer, including (without limitation) by including notice with or on Customer's account statement or by posting notice on Bank's official web site at http://www.regions.com or any subsequent official Bank web site. Customer agrees that a summary of any change in terms is sufficient notice.

Any changes made by Bank shall be effective as of the time Bank determines, as provided in Bank's notice. Customer agrees that Bank may from time to time in its discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the services (including, without limitation, security limits and restrictions) and/or make any changes that are in Customer's favor without notice to Customer.

This Agreement shall automatically be terminated without notice to Company (i) if there is a death of a guarantor or obligor; (ii) if Company files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statue or should there have been filed any such petition or application or any such proceeding against it and such petition or application or proceeding remains undismissed for a period of thirty (30) days or more; (iii) if Company becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; (iv) if Company has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (v) if Company fails to maintain its corporate, partnership or other business existence in good standing or, without the prior written consent of Bank, consolidates or merges with or into or acquires the stock of any other corporation or entity, sells or otherwise transfers all or substantially all of its assets, permits the sale or transfer of a material ownership interest in Company, or otherwise materially changes or permits to be materially changed its organization or corporate or ownership structure. Termination of this Agreement or the Purchasing Card Account, or deactivation of any Purchasing Cards, for any reason shall not terminate Company's obligation to pay Bank for all amounts due under the Purchasing Card Account (including, without limitation, amounts which post to the Purchasing Card Account after such termination), which shall become immediately due and payable upon termination, or any other Company obligation which survives such termination according to the terms of this Agreement or by implication.

17. INDEMNIFICATION

Company agrees to indemnify and hold Bank harmless from any and all liability, and expense, including reasonable attorneys' fees incurred by Bank in connection with this Agreement or the performance of its duties hereunder unless the actions which give rise to the indemnity obligation are the result of Bank's gross negligence or willful misconduct. The terms and provisions of this section shall survive the termination of this Agreement or the Purchasing Card Account, or deactivation of any Purchasing Cards, for any reason.

18. LIMITATION OF BANK'S LIABILITY

Bank's duties and responsibilities are limited to those described in this Agreement, related agreements, and in deposit agreements between Company and Bank. Bank will be responsible for any loss sustained by Company only to the extent that such loss is caused by Bank's gross negligence or willful misconduct. In any case, liability will extend only to the resulting actual direct loss, and not to any incidental, consequential, indirect or special loss or damage. Further, Bank will not be responsible for any loss or damage resulting from any delay in the performance or failure to perform or adequately perform any of its other responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe, electrical, computer or system failure, acts or failures to act by Company or by third parties, or any other cause beyond Bank's reasonable control.

19. ARBITRATION

Any controversy, claim, dispute or issue related to or arising from (i) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement; (ii) any charge or cost incurred under this Agreement; (iii) the collection of any amounts due under this Agreement; (iv) any alleged tort related to or arising out of this Agreement; (v) any breach of any provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules").

Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provisions of this paragraph. Commencement of litigation by any person entitled to demand arbitration under this paragraph shall not waive any right that person has to demand arbitration with respect to any counterclaim or other claim that may be made against that person, whether in, relating to, or arising out of such litigation, or otherwise. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each are in an amount less than $500,000. The arbitrator(s) may award all remedies that a court could award.
Judgment upon any award rendered by the arbitrator(s) in any such arbitration may be entered in any Court having jurisdiction thereof. Any demand for arbitration under this Agreement shall be made no later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the statute of limitations bars the arbitration of such matters shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in Birmingham, Alabama, or such other location as is mutually acceptable to you and us.
The arbitrator(s) in any such arbitration shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. Any arbitration under this paragraph shall be on an individual basis between the parties to this Agreement only and shall not be commenced as a member or representative of or on behalf of a class of persons, it being the intention of the parties that there shall be no class action arbitration under this Agreement. Company and Bank specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and both Company and Bank each hereby waive and relinquish any right to claim otherwise. **With respect to disputes submitted to arbitration, Company and Bank each waive all rights to a trial by jury.**

20. FINANCIAL INFORMATION

Company shall deliver, upon request, to Bank as soon as available, and in any event not later than three (3) months after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants acceptable to Bank. Company further agrees to provide to Bank from time to time such other information regarding the financial condition of Company as Bank may reasonably request.

21. LIABILITY FOR TAXES

Company acknowledges that certain sales, use and other taxes may be required in conjunction with certain purchases made utilizing the Purchasing Card Account. Company agrees to be liable for all such taxes and further agrees to indemnify Bank against any claim, or any expense associated with such a claim, for payment of any taxes. The terms and provisions of this section shall survive the termination of this Agreement or the Purchasing Card Account, or deactivation of any Purchasing Cards, for any reason.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and by Title 9 of the U.S. Code.

23. HEADINGS

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.

24. VALIDITY

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

25. BINDING EFFECT

Company may not assign or transfer this Agreement, the Purchasing Card Account, or any Purchasing Card without Bank's prior written acknowledgement and consent, which may be granted or withheld at Bank's absolute discretion. Bank may assign this Agreement and/or any or all of Bank's rights hereunder, or delegate any or all of Bank's responsibilities hereunder, to any third party or parties in Bank's discretion and without notice to Company. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

26. MERGER OF AGREEMENTS

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All prior and/or contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

27. ATTORNEYS' FEES

Company agrees to pay all costs of collecting or attempting to collect any amounts due under this Agreement and all costs of defending any claim asserted against Bank arising out of or in connection with this Agreement, which costs shall include, without limitation, attorneys' fees and costs. The terms and provisions of this section shall survive the termination of this Agreement or the Purchasing Card Account, or deactivation of any Purchasing Cards, for any reason.

28. REMEDIES; WAIVER

The rights, remedies, and recourse afforded to Bank with respect to the enforcement of this Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by Bank in such order and in such manner as Bank may determine in Bank's sole and absolute discretion. No delay or omission by Bank in exercising any right or remedy under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by Bank. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits Bank to take action, or not to take action, in Bank's discretion on any matter, any action or inaction on Bank's part with respect to such matter shall not obligate Bank to repeat such action or inaction with respect to similar matters that may subsequently arise. Except as otherwise required by the express terms and provisions of this Agreement, no notice to or demand on Company in any case shall entitle Company to any other or further notice or demand in similar or other circumstances.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative as of the date set forth at the beginning of this Agreement.

*Please ensure signers are in accordance with borrowing resolution.

Bobby Hocking	Karen Cooper
Signature of Authorized Representative	Signature of Authorized Representative
BOBBY HOCKING	Karen Cooper
Printed Name	Printed Name
MAYOR	Finance Director
Title	Title
Signature of Authorized Representative	
Printed Name	
Title	

REGIONS

PURCHASING CARD SERVICE AGREEMENT

EXHIBIT A / AGREEMENT FOR DIRECT DEBIT (ACH DEBITS)
AND REIMBURSEMENT BY DIRECT DEPOSIT (ACH CREDITS)

Name of Company: City of La Marque

Central Bill:

The above named organization by and through its authorized representative, directs Regions Bank (Bank) to initiate debit entries to the disengaged demand deposit account maintained at the depository financial institution named below, and to debit the same such account each month for each New Balance and any other fees and charges owed to the Bank under the Bank's Purchasing Card Service Agreement executed by this organization. The Bank will debit such account on the Due Date of such New Balance or on the date any other fees or charges are owed to the Bank.

In addition, the above-named organization, by and through its authorized representative, directs Regions Bank to initiate credit entries to the designated demand deposit account maintained at the depository financial institution named below, and to credit the same such account(s) for revenue-sharing reimbursement(s) under the Bank's Purchasing Card Service Card Service Agreement executed by the organization. The Bank will credit such account(s) by the 25th day of the designated month due.

❖ Payment Account

Depository Bank Name	Regions Bank
Routing Number	111900785
Account Number	83002144

❖ Rebate Account

Depository Bank Name	Regions Bank
Routing Number	111900785
Account Number	83002144

This authorization is to remain in full force and effect until the Depository Bank named above has received written notification from the organization of its termination of this authorization at least three (10) business days prior to the date of a transfer.

Karen Cooper

Signature of Authorized Representative

Karen Cooper

Printed Name

9/8/11

Date

REGIONS

PURCHASING CARD SERVICE AGREEMENT

EXHIBIT B / Company Setup (1 of 2)

❖ GENERAL INFORMATION

COMPANY NAME	City of La Marque
TAX ID #	746012995
ATTN :	Karen Cooper
ADDRESS LINE 1:	1111 Bayou Road
CITY:	La Marque
STATE:	TX
ZIP:	77568
PHONE NUMBER:	409-938-9205
FAX NUMBER:	409-935-0400

❖ PRIMARY ADMINISTRATOR

(CARD MAINTENANCE, NEW ORDERS, LIMITS, MCC CODES, WEB ADMIN, ETC)

NAME:	Karen Cooper
LAST 4 OF SSN : (for identification purposes)	2134
PHONE NUMBER:	409-938-9205
FAX NUMBER	409-935-0400
EMAIL ADDRESS:	k.cooper@ci.la-marque.tx.us

❖ SECONDARY ADMINISTRATOR

(BACK UP FOR PRIMARY ADMINSTRATOR)

NAME:	TONI KONEMAN
LAST 4 OF SSN : (for identification purposes)	0332
PHONE NUMBER:	(409) 938-9215
FAX NUMBER	(409) 935-0400
EMAIL ADDRESS:	t.koneman@ci.la-marque.tx.us

RESOLUTION NUMBER 1168

A RESOLUTION ADOPTING THE FISCAL YEAR 2011-2012 BUDGET

WHEREAS, The City Council of the City of La Marque has reviewed the revenues and appropriations for the Fiscal Year 2011-2012 Budget as proposed by the City Manager, and in accordance with Article VI of the Charter of the City of La Marque,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of La Marque, Texas that:

Section 1.

The Budget for Fiscal Year 2011-2012, beginning October 1, 2011 and ending on September 30, 2012, which has been submitted and reviewed by the City Council, is hereby adopted.

Section 2.

A copy of the budget as submitted and hereby adopted is attached to and made a part of this Resolution by reference.

PASSED AND APPROVED on this the 26th day of September, 2011.

_____
Bobby Hocking
Mayor

ATTEST:

_____
Martha A. Gillett, TRMC
Interim-City Clerk

LM 07-11
LUBRICATING OIL
BID TAB

Bidder: Apache Oil Company

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,500 Gal	HD Motor Oil Delivered in Bulk *	$7.77 / Gal	$11,655.00
600 Gal	Hydraulic Oil, delivered in Bulk *	$ 6.39 / Gal	$3,834.00
SAE 85x140	Gear oil, delivered in 120# drums *	$ 182.00 / drum	$182.00
2 - 140 wt.	Gear Oil, delivered in 120# drums *	$ 182.00 / drum	$364.00
10 cases	60 Cart/CS multi-purpose grease delivered in grease gun cartridges *	$ 17.05 / Case	$170.50
600 Gal	Automatic Transmission Fluid Mecron 3 Delivered in Bulk *	$ 6.79 / Gal	$4,074.00

Apache – Brand Products

Total Amount of Bid **$20,279.50**

* Indicates that any price increase will have documentation from the manufacture explaining price increase. Our Original net profit structure will not change during contract agreement.

Bidder: ADA Resources, Inc.

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,500 Gal	HD Motor Oil Delivered in Bulk	$7.68 / Gal*	$11,520.00
600 Gal	Hydraulic Oil, delivered in Bulk	$ 7.22 / Gal*	$4,332.00
SAE 85x140	Gear oil, delivered in 120# drums	$ 140.40 / drum*	$140.40
2 - 140 wt.	Gear Oil, delivered in 120# drums	$ 140.40 / drum*	$280.80
10 cases	60 Cart/CS multi-purpose grease delivered in grease gun cartridges	$ 20.20 / Case*	$202.00
600 Gal	Automatic Transmission Fluid Mecron 3 Delivered in Bulk	$ 7.21 / Gal*	$4,326.00

Conoco Phillips Products

Total Amount of Bid **$20,801.20**

* Mercon V, ATF= $538.45 per 55 gallon drum

LM 07-11
Lubricating Oil
Bid Tab
Continued

Bidder: Oil Patch – Brazos Valley

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,500 Gal	HD Motor Oil Delivered in Bulk	$ 8.94 / Gal	$13,410.00
600 Gal	Hydraulic Oil, delivered in Bulk	$ 6.70 / Gal	$9,020.00
SAE 85x140	Gear oil, delivered in 120# drums	$ 202.12 / drum	$?
2 - 140 wt.	Gear Oil, delivered in 120# drums	$ 202.12 / drum	$404.24
10 cases	60 Cart/CS multi-purpose grease delivered in grease gun cartridges	$ 139.26 / Case	$ 1,392.60
600 Gal	Automatic Transmission Fluid Mecron 3 Delivered in Bulk	$ 7.98 / Gal	$ 4,788.00
	Shell Products		
	Total Amount of Bid		**$ 24,014.84**

Bidder: Bay Oil Company

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,500 Gal	HD Motor Oil Delivered in Bulk	$ 9.81 / Gal	$ 14,715.00
600 Gal	Hydraulic Oil, delivered in Bulk	$ 7.96 / Gal	$ 4,776.00
SAE 85x140	Gear oil, delivered in 120# drums	$ 172.67 / drum	$ 172.67
2 - 140 wt.	Gear Oil, delivered in 120# drums	$ 172.13 / drum	$ 172.13
10 cases	60 Cart/CS multi-purpose grease delivered in grease gun cartridges	$ 113.67 / Case	$1,136.70
600 Gal	Automatic Transmission Fluid Mecron 3 Delivered in Bulk	$ 8.35 / Gal	$5,010.00
	Golden West Oil Products		
	Total Amount of Bid		**$25,982.50**

BID TABULATION
LM 09-11
WATER AND SEWER SUPPLIES

Bidder	Description	Amount of Bid
ACT Pipe & Supply	Complete Bid	$207,788.25

BID TABULATION
LM 08-11
SLUDGE REMOVAL

Bidder	Description	Estimated Quantity	Unit Price	Total Bid Amount
Terra Renewal	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	250 Dry Tons	$324.50	$81,125.00
Synagro	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	250 Dry Tons	$	$ No Bid

BID TAB
LM 01-11
CHLORINE
CALCIUM HYPOCHLORITE
SULFUR DIOXIDE

BIDDER: DXI

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	**150 lb. Cylinders of Chlorine as Specified**	$92.25	**$ 2,583.00**
24	**1 – Ton Cylinder of Chlorine as Specified**	$744.00	**$ 17,856.00**
20	**100 lb. Drums of Calcium Hypochlorite, as per the specifications**	$164.00	**$ 3,280.00**
165	**150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications**	$91.80	**$ 15,147**
		Total	**$38,866.00**

Sulfur Dioxide (150 Lbs.) is offered contingent on being awarded the Chlorine business.

BIDDER: Chemrite, Inc.

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	**150 lb. Cylinders of Chlorine as Specified**		No Bid
24	**1 – Ton Cylinder of Chlorine as Specified**		No Bid
20	**100 lb. Drums of Calcium Hypochlorite, as per the specifications**		$3,300.00
165	**150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications**		No Bid
		Total	**$3,300.00**

LM 04-11
BID TAB
FUEL

BIDDER: Apache Oil Company

Estimated Quantity (Gals.)	Description	Price Differential*	Extension
43,000	Unleaded plus gasoline as per specifications	$ +.015	$ 645.00
27,500	Diesel No. 2 as per specifications	$ +.04	$1,100.00
3,500	Diesel No. 2 in quantities of 100 to 500 gallons at additional sites	$ +.40	$1,400.00
	Total Amount of Differential		**$3,145.00**

*Indicate + or – PAD Report

BIDDER: Oil Patch – Brazos Valley

Estimated Quantity (Gals.)	Description	Price Differential*	Extension
43,000*	Unleaded plus gasoline as per specifications	$ +.047	$2.021.00
27,500*	Diesel No. 2 as per specifications	$ +.047	$1,292.50
3,500	Diesel No. 2 in quantities of 100 to 500 gallons at additional sites	$ +.10	$350.00
	Total Amount of Differential		**$3,663.50**

*Indicate + or – PAD Report

BIDDER: Bay Oil Company

Estimated Quantity (Gals.)	Description	Price Differential*	Extension
43,000*	Unleaded plus gasoline as per specifications	$ +.06	$2,580.00
27,500*	Diesel No. 2 as per specifications	$ +.08	$2,200.00
3,500	Diesel No. 2 in quantities of 100 to 500 gallons at additional sites	$ +.24	$ 840.00
	Total Amount of Differential		**$5,620.00**

*Indicate + or – PAD Report

2011-2012 Budget for Fuel

Department	Amount
Parks	6,650.00
Shop	4,500.00
Streets	35,000.00
Utility 22	25,000.00
Utility 24	8,500.00
Utility 26	3,000.00
Police	65,500.00
Fire	22,500.00
Fire Marshal	2,000.00
Judicial	3,500.00
Inspections	4,000.00
IT - Kyle	1,000.00
Utility 21	6,000.00
Total	$187,150.00

GALVESTON COUNTY HEALTH DISTRICT

4C's Clinics, Public Health Programs, Galveston E.M.S.

lan "Mark" Guidry, MD, MPH
.ief Executive Officer & Health Authority

Warren J. Holland III
Chief Operating Officer

Ronnie Schultz
Director of Environmental Health Programs

www.gchd.org

September 1, 2011

Mike Morgan
Director of Public Works
City of La Marque
1111 Bayou
La Marque, Texas 77568

Re: Contract for Water Pollution Control and Abatement-Fiscal Year 2012

Dear Mr. Morgan,

Please see the enclosed Contract for Water Pollution Control and Abatement for the Fiscal Year 2012 between e Galveston County Health District and the City of La Marque. Please mail one copy of the signed and executed Agreement to GCHD's office when completed and retain one copy for your records. Please call 409-938-2301 or email fitzsimmons@gchd.org if you have any questions.

Sincerely,

Lori FitzSimmons-Evans
Assistant Program Manager
Air & Water Pollution Services Division
Galveston County Health District

Enclosures: Contract

Contract for Water Pollution Control and Abatement

Fiscal Year 2012

Contract Term:
October 1, 2011 – September 30, 2012

Work to be Performed by:

GALVESTON COUNTY HEALTH DISTRICT

Work to be Completed for:

CITY OF LA MARQUE TEXAS

CONTRACT FOR WATER POLLUTION CONTROL AND ABATEMENT SERVICES

This agreement is entered into and between the Galveston County Health District and the City of La Marque.

WITNESSETH

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

Whereas, the Galveston County Health District and the City of La Marque have agreed to contract water pollution control and abatement services; and

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

Whereas, the City of La Marque is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

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

STATEMENT OF SERVICES

The Galveston County Health District Air and Water Pollution Control Services Division (hereinafter called PERFORMING PARTY), through the Water Pollution Control and Abatement program, agrees to perform the following services for the City of La Marque (hereinafter called CITY):

1. Complaint Response

1.1. Investigate and resolve water quality related complaints:

1.1.1 The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY received or referred, as expeditiously as possible.

1.1.2. The PERFORMING PARTY will document each and every complaint received and that documentation will specifically contain information relative to the nature of the complaint and, if possible, corrective action taken.

1.1.3 The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 522. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the Performing Party will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.

1.1.4. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON (Exhibit A), as necessary, on action to respond to any complaints that are substantial in terms of concentration, duration, or potential health impacts.

1.1.5. In cases, which present or may present an imminent and substantial danger to the health and welfare of persons or to the environment, the PERFORMING

PARTY may utilize their authority to seek enforcement action(s) through the court systems in Galveston County.

1.1.6. The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary. The PERFORMING PARTY is not an agent of any state or federal agency

1.2. Reporting

1.2.1 The PERFORMING PARTY will submit a monthly re-cap to the CITY of all complaints received during the previous calendar month. The report will be submitted by the fifteenth (15^{th}) calendar day following the end of the month. The report will be submitted to the RESPONSIBLE PERSON.

1.3. Training

1.3.1 The PERFORMING PARTY will be responsible for ensuring that its staff is adequately trained and qualified in order to perform designated tasks.

2. Monitoring

2.1. Monitor storm water quality

2.1.1. The PERFORMING PARTY will conduct storm water monitoring of major water conveyance systems. The sample collection will occur in the mixing zone.

2.1.2. The PERFORMING PARTY will provide annually information to the CITY pinpointing the locations of all of the storm water monitoring locations throughout the jurisdictional boundaries of the CITY.

2.1.3. The PERFORMING PARTY will submit all storm water quality samples to the Galveston County Health District Public Health Laboratory for analysis. Analysis will include the following tests: Biochemical Oxygen Demand, Total Suspended Solids, pH, Enterococcus Bacteria, or E. Coli. The PERFORMING PARTY reserves the right to change the laboratory tests as needed to assist in the identification of pollutants.

2.2. Reporting

2.2.1. The PERFORMING PARTY will submit to the CITY, on a quarterly basis, sample result data for each storm water-monitoring site located within the jurisdictional boundaries of the CITY. The report will be submitted to the RESPONSIBLE PERSON.

2.3. Training

2.3.1. See subsection 1.3.

3. Inspections and Investigations

3.1. Inspections of POTWs

3.1.1. The PERFORMING PARTY will conduct one announced comprehensive inspection per fiscal year at each POTW within the jurisdictional boundaries of the CITY. The inspection will be consistent with the inspection protocol currently used by the Region 12 TCEQ Water Quality Section.

3.1.2. The PERFORMING PARTY will conduct three (3) unannounced simplified inspections at each POTW per fiscal year. This simplified inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate Wastewater Treatment Plant personnel. The samples will be submitted to the Galveston County Health District Public Health Laboratory for analysis.

3.1.3. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary, on action to respond to any concerns identified through the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

3.2. Investigations of Non-Point Source Water Pollution

3.2.1. The PERFORMING PARTY will assist the CITY on an "as-needed" basis to investigate sources of Non Point Source Water Pollution. The PERFORMING PARTY will be notified by the RESPONSIBLE PERSON to request assistance.

3.2.2. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary, on action to respond to any concerns identified through the investigation process that are substantial in terms of concentration, duration, or potential health impacts

3.3. Inspections of significant state permitted discharges **other** than Publically Owned Treatment Works (POTW)

3.3.1. The PERFORMING PARTY will provide to the CITY a listing of all significant state permitted discharges within its jurisdictional boundaries.

3.3.2. The PERFORMING PARTY will conduct one comprehensive inspection per fiscal year at all identified significant state permitted discharges. The comprehensive inspection will include the collection of influent and effluent samples, record review and a walk-thru inspection to observe general housekeeping and plant operation.

3.3.3. The PERFORMING PARTY will immediately coordinate with the appropriate department of the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.

3.3.4. In cases, which present or may present an imminent and substantial danger to the health and welfare of persons or to the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the civil court system in Galveston County.

3.4. Investigations initiated as a result of storm water monitoring

3.4.1. The PERFORMING PARTY will conduct investigations based upon results of the quarterly storm water monitoring. The PERFORMING PARTY will review all storm water monitoring results to identify water segments that may be adversely impacted. The purpose of the investigation is to detect and eliminate sources of water pollution.

3.4.2. The PERFORMING PARTY will immediately coordinate with the RESPONSIBLE PERSON, as necessary on action to respond to any concerns identified through the investigation process that are substantial in terms of concentration, duration, or potential health impacts

3.5. Reporting

3.5.1. The PERFORMING PARTY will provide to the RESPONSIBLE PERSON a copy of reports drafted for the following types of inspections: POTW inspections, investigations of non-point source pollution, investigations at significant state permitted discharges, and investigations initiated as a result of storm water monitoring. These reports will be submitted within thirty (30) days following the conclusion of the inspection or investigation. Problems identified during the POTW inspection will be discussed with the appropriate RESPONSIBLE PERSON or a designated representative prior to the PERFORMING PARTY water investigator leaving the inspection.

3.6. Training

3.6.1. See subsection 1.3.

4. Annual Summary

4.1. The PERFORMING PARTY will submit an annual summary of its activities within the CITY jurisdiction completed during the fiscal year. The final draft will be due on or before the end of May 2012. A draft will be submitted to the RESPONSIBLE PERSON of the CITY for review prior to finalization.

5. Water Pollution Control Oversight Committee (Oversight Committee)

5.1. The PERFORMING PARTY will sponsor and participate in an annual Oversight Committee meeting. The meeting will be scheduled in the month of May 2012 at the Environmental Conference Room, Galveston County Health District Environmental Center, 1205 Oak Street, La Marque, Texas. The meeting agenda will be mailed out prior to the meeting. The aforementioned date may be modified or amended upon the mutual consent of a majority of the contracted political subdivisions.

5.2. The Oversight Committee meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the CITY.

5.3. The Oversight Committee membership will be comprised of a representative from each contracted entity. The CITY will notify the PERFORMING PARTY on their selection of an Oversight Committee participant prior to the meeting by completing the form included as Exhibit B.

5.4. The PERFORMING PARTY reserves the right to schedule "ad-hoc" meetings, as necessary, throughout the contract term. The PERFORMING PARTY will be responsible for planning these meetings and will be responsible for providing notification to the CITY.

TERM AND TERMINATION

This agreement shall begin on 1 October 2011 and expire on 30 September 2012.

Either party may terminate this agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

Upon termination of this agreement, neither party shall have any further obligation hereunder except that CITY shall owe payment to PERFORMING PARTY for services provided prior to the date of termination.

COMPENSATION

The CITY agrees to pay PERFORMING PARTY an annual fee of one 0.74 cents/capita based upon the January 1, 2010 Population Estimate as projected by the Texas State Data Center and Office of the State Demographer

January 2010 Population Estimate for the City of La Marque: **14,297 population**

(Population) **14,297** X (Per Capita Cost) **0.74** = (Total Contract Price) **$10, 579.78**

PERFORMING PARTY shall invoice the CITY.

MISCELLANEOUS

This agreement constitutes the entire agreement between the parties and no oral representation between the parties made prior to or after the execution of this agreement will be given any force and effect unless reduced to writing herein.

This agreement may be modified or amended upon the mutual consent of the parties as evidenced in writing.

Any invalidity of any part of this agreement will not cause the remaining parts hereof to be invalid.

This agreement is governed by the laws of the State of Texas and venue shall lie in Galveston County.

The Annual Summary submission to the CITY will survive the termination of this contract.

IN WITNESS WHEREOF, the CITY and PERFORMING PARTY have signed two (2) originals of this agreement. One counterpart has been delivered to the CITY and one counterpart has been delivered to PERFORMING PARTY.

This Agreement will be effective on October 1, 2011, which is the Effective Date of the Agreement.

PERFORMING PARTY	CITY
Galveston County Health District	City of La Marque
By	By
Signature:	Signature:
Name: W. Jay Holland, III	Name: Bobby Hocking
Title: Chief Operating Officer	Title: Mayor, City of La Marque
Date: 9/1/11	Date:
Attest: Pisa Lewis	Attest:
Pisa Lewis Administrative Officer	

Exhibit A

(Please complete and remit to the Air and Water Pollution Services Division
PO Box 939, La Marque, TX 77568 or Fax 409.938.2271)

City of La Marque Responsible Person

Name:

Department:

Mailing Address:

Telephone:

Fax:

Email:

Exhibit B

(Please complete and remit to the Air and Water Pollution Services Division
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Name:

Department:

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Contract for Water Pollution Control and Abatement

Fiscal Year 2012

Contract Term:
October 1, 2011 – September 30, 2012

Work to be Performed by:

GALVESTON COUNTY HEALTH DISTRICT

Work to be Completed for:

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(Population) **14,297** X (Per Capita Cost) **0.74** = (Total Contract Price) **$10, 579.78**

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PERFORMING PARTY	CITY
Galveston County Health District	City of La Marque
By	By
Signature:	Signature:
Name: W. Jay Holland, III	Name: Bobby Hocking
Title: Chief Operating Officer	Title: Mayor, City of La Marque
Date: 9/1/11	Date:
Attest:	Attest:

Pisa Lewis
Administrative Officer

Exhibit A

(Please complete and remit to the Air and Water Pollution Services Division
PO Box 939, La Marque, TX 77568 or Fax 409.938.2271)

City of La Marque Responsible Person

Name:

Department:

Mailing Address:

Telephone:

Fax:

Email:

Exhibit B

(Please complete and remit to the Air and Water Pollution Services Division
PO Box 939, La Marque, TX 77568 or Fax 409.938.2271)

City of La Marque Representative to the Annual Water Pollution Oversight Committee: (If different than the RESPONSIBLE PERSON, please submit prior to the meeting)

Name:

Department:

Mailing Address:

Telephone:

Fax:

Email:

APPLICATION TO BOARD OR COMMISSION
FOR APPOINTMENT BY LA MARQUE CITY COUNCIL

Board or Commission: Electrical

Name: Greg Cornett

Address: [redacted]

Home Phone #: [redacted] Years you lived in La Marque 14 year

Marital Status: Single Number of Dependents: _____

Place of Employment: Snow King

Address: 1310 Cedar

Work Phone: [redacted] you be called at work? Yes

Occupation: Business Owner

Will your present occupation allow you sufficient time to serve on a city board? yes

Would your appointment propose a conflict of interest with your present occupation? NO

Briefly explain why you wish to be a member of this particular board or commission:

Want to help and do more for City

Date: Sept 2, 11 Signature: Greg Cornett

RECOMMENDATION FOR APPOINTMENT:

Serving in my capacity as _____,

I hereby recommend _____

For appointment/reappointment to the _____.

Date: _____ Signature: _____

(The following is for administrative use only.)

Date attended board meeting: _____

Date interviewed for appointment: _____

Date appointed/not appointed: _____ Term to expire: _____

Date Reappointed: _____ Term to expire: _____

RESOLUTION NO. 1130

A RESOLUTION BY THE CITY OF LA MARQUE IN SUPPORT OF ITS FULL MEMBERSHIP INTO THE GALVESTON COUNTY-WIDE URBAN TRANSIT DISTRICT ("DISTRICT"), AND NOMINATES MAYOR GERALDINE SAM TO BECOME A MEMBER OF THE GOVERNING BOARD.

WHEREAS, the City of Galveston's Island Transit, and the Gulf Coast Center's Connect Transit, are the existing transit providers within Galveston County; and

WHEREAS, the demand for public transportation services, will continue to grow as Galveston County's population increases, and as the average age of Galveston County residents is also expected to rise over the next decade; and

WHEREAS, under enabling state legislation, Chapter 458 of the Texas Transportation Code enables the creation of county-wide urban and rural transit districts; and

WHEREAS, on April 13, 2010, pursuant to Chapter 458 of the Texas Transportation Code, the Galveston County Commissioners' Court formally called a Rural Public Transportation Conference ("Conference"), and invited all incorporated cities within Galveston County to discuss the potential benefits of a county-wide urban-rural transit district ("District"); and

WHEREAS, the Conference was attended by 12 of the 13 incorporated cities within Galveston County who voted unanimously to hold a Public Hearing to enable all members of the public to discuss the potential creation of a Galveston County Transit District; and

WHEREAS, the Public Hearing, held on June 3, 2010, at the Wayne Johnson Community Center in Carbide Park, La Marque, Texas), to solicit input from the general public, resulted in the Conferees voting to create a consolidated Galveston County Transit District and to set the boundaries as Galveston County; and

WHEREAS, the new County consolidated Transit District has no taxing power without further legislative action and voter approval; and

WHEREAS, each incorporated City, desiring to become a part of the new District, may do so through Resolution and appoint one (1) elected member of the Governing Board of such District; and

WHEREAS, by a similar Resolution, any city can "opt" out of the District at any time; and

WHEREAS, each member City must confirm, through Resolution no later than August 1st, 2010, its intention to become part of the new District and appoint an elected member to the District Governing Board.

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

The City Council of the City of La Marque, Texas by approval of this Resolution, the City of La Marque affirms its full membership into the Galveston County-Wide Urban-Rural Transit District ("District"), and nominates Mayor Geraldine Sam to become a member of the Governing Board.

PASSED AND APPROVED on this the 14th day of June, 2010.

Geraldine Sam
Mayor

ATTEST:

Eric W. Gage
City Manager

On this the 23rd day of June, 2010, the Commissioners' Court of the County of Galveston, Texas convened in a regularly scheduled meeting with the following members thereof present:

James D. Yarbrough County Judge;
Patrick Doyle, Commissioner, Precinct No. 1; absent
Bryan Lamb, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and absent
Mary Ann Daigle, County Clerk

When the following proceedings, among others, were had, to-wit:

Resolution Joining the Galveston County Rural Transit District and Naming a Representative of the Court

Whereas, the County of Galveston's Island Transit, and the Gulf Coast Center's Connect Transit, are the existing transit providers within Galveston County; and

Whereas, the demand for public transportation services, both demand response and commuter, will continue to grow as Galveston County's population increases, and as the average age of Galveston County residents is also expected to rise over the next decade; and

Whereas, air quality in the region suffers from a lack of practicable public transportation and,

Whereas, those citizens of Galveston County spread throughout the region and recently separated from their traditional community support mechanisms by Hurricane Ike would be aided with efficient public transportation, and

Whereas, economic opportunity for all citizens of Galveston County would be enhanced by clean, efficient and economically viable public transportation, and

Whereas, under enabling state legislation, Chapter 458 of the Texas Transportation Code enables the creation of county-wide urban and rural transit districts; and

Section 2.07. Presiding officer; mayor [and mayor pro tem].

The city council, at its first meeting, shall elect from its own members a mayor pro tem to hold such office at the pleasure of the city council. The mayor shall preside at meetings of the city council. He shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law. The mayor shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the city council, but he shall have no veto power. The mayor pro tem shall act as mayor during the absence of the mayor. If the mayor's office becomes vacant, the mayor pro tem shall become mayor.
(As amended 9-20-1969)

Section 2.08. Rules of procedure; journal.

Three members of the City Council shall constitute a quorum. The City Council shall determine its own rules and order of business. Meetings shall be held and records thereof shall be made and maintained as required by State law.
(Ord. No. 601; Ord. No. 930, § 2, 3-22-2004)

Section 2.09. City clerk.

The city council shall appoint an officer of the city who shall be recommended by the city manager, to serve as city clerk. The city clerk shall give notice of all city council meetings; keep the journal of the city council proceedings; authenticate by his signature and record in a book kept for the purpose, all ordinances and resolutions, and perform such other duties as required by this charter, by ordinance, or by the council.

Section 2.10. Power, summary of.

The powers of the city and determination of policy shall be vested in the city council. The powers of the city council shall include but are not limited except for charter provisions to the following:

a. appoint and remove the city manager;

b. establish other departments;

c. adopt the budget of the city;

d. authorize the issuance of bonds by bond ordinance;

e. authorize an inquiry into the conduct of any office, department or agency of the city and authorize investigations as to municipal affairs;

f. appoint the members of boards and commissions;

g. adopt, modify and carry out plans and recommendations of boards and commissions;

h. adopt plats;

643 Meadow Arbor Drive
Universal City, TX 78148

Phone (210) 787-0366
E-mail ztedford@satx.rr.com

Zina E. Tedford

Qualification Highlights

Extensive, Diverse Municipal Knowledge
Extensive knowledge of city departments, policies and procedures
Experience in interpreting a broad business problems and offering the best solution
Outstanding interpersonal communication skills and ability to deal with all levels of city government
Aggressive, loyal and committed to getting the job done

Professional experience

Jan 2001- June 2011 City of Kirby Kirby, Texas
City Manager-retired
Responsible for all aspects of municipal government to include water/sewer/streets/parks, fire/EMS, administration, court, police and senior center

October 1999 – Jan 2001 City of Kirby Kirby, Texas
Assistant City Manager
Responsible senior-level management involvement in the provision of municipal services within the city. Appointed Acting City Manager in the absence of the City Manager. Duties include integration and supervision of all city departments.

November 1989 – October 1999 City of Kirby Kirby, Texas
City Secretary
Responsible supervisory position one billing clerk and one court clerk. Duties include secretarial and administrative activities for the Mayor, City Council, City Manager, and Public Works Director; responsible for preparing documentation for and recording official City Council minutes, ordinances, resolutions, and other related business; maintaining official city records; conducting city elections; payroll, human resources and performing miscellaneous administrative functions. Appointed Acting City Manager in the absence of the City Manager.

February 1986 – November 1989 City of Kirby Kirby, Texas
Water Billing Clerk I
Non-supervisory position. Duties include work on accounts receivable system requiring computer knowledge, general and specialized clerical work and cash register work; cash receipt records, financial records, answering telephones and radio contact with water department personnel. Primary duties were to maintain computerized accounts receivable system, scheduling all processing, billing, posting, and system equipment maintenance.

Education

December 2000 University of Texas San Antonio, Texas
Bachelor of Arts – Criminal Justice
Currently enrolled in the UTSA Paralegal Program (session 2 of 3)

Professional organizations

Former Texas City Manager's Association (TCMA)-President Region 8
Texas City Manager's Association Ethics Committee
International City Manager's Association
International Hispanic Network
Texas Municipal Clerks Association (received certification and re-certification)

AGREEMENT FOR INTERIM CITY CLERK SERVICES

State of Texas

County of Galveston

For good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, this agreement is made by and between the City of La Marque, (hereinafter referred to as the "City") and Texas First Group Replacement Service, Inc. (hereinafter referred to as "Texas First Group").

The City hereby contracts with Texas First Group to provide personnel appropriate to handle Interim City Clerk responsibilities. As an incident to such responsibilities, the person or persons assigned by Texas First Group shall have all powers and duties as set forth in State Law, City Charter, City Ordinances, City policy and procedures, and as further delegated by the Mayor & City Council. The parties anticipate Zina Tedford shall principally handle the Interim City Clerk duties during the term of this agreement. The parties agree and acknowledge that Texas First Group and/ Zina Tedford may continue professional consultation work for other clients during the term of this agreement, and further agree and acknowledge that time spent on such consultation will not be billed to the City.

Texas First Group acknowledges that its provision of services is at the discretion of the City Manager and that the City may terminate this agreement at its sole discretion. The hours of the work week of Zina Tedford /Texas First Group shall be determined by the City Manager. Any hours billed to the City will be as agreed upon between the two parties.

In consideration of its agreement, the City shall 1) Pay to Texas First Group the sum of $ 31 per hour for its services, with a minimum billing increment of thirty (30) minutes; 2) Reimburse Texas First Group/Zina Tedford for any direct expenses incurred in connection with providing services performed for the City's request;3)Provide acceptable housing for Zina Ted ford's use during the term of this agreement: 4) Reimburse Zina Ted ford's mileage for two round trips home per month at the current IRS rate, as well as for the use of her car for City business (if necessary).

Texas First Group will provide a billing statement to the City on a bi-weekly basis and such billing statement will be due and payable upon receipt thereof by the City.

The parties agree that the person named above to handle the Interim City Clerk duties for the City, or any other individual serving in that capacity with the City through Texas First Group, will be serving in the capacity of a public official for the City. To the extent permitted by law, the City hereby agrees to indemnify and hold harmless Zina Tedford and/or Texas First Group and its owners, Kerry Sweatt and Don Davis, and/or any other individual serving as the Interim City Clerk under this agreement from and against any and all claims, causes of action, damages, losses, and/or costs, including reasonable attorney's fees and expenses, resulting from or arising out of the services provided to the City pursuant to this agreement to the extent the liability or costs are covered under any existing insurance policy or coverage under an interlocal agreement providing liability coverage to the City officials and employees while acting within the scope of their employment with the City. City agrees to obtain an endorsement to its insurance policy or interlocal agreement to provide coverage for the Texas First Group, and its owners, Kerry Sweatt and Don Davis.

To the extent permitted under its workers' compensation coverage, City will provide workers' compensation coverage for the Interim City Clerk while in the scope of performing services under this agreement.

Notices to the parties shall be directed as follows:

To the City:	Carol Buttler, City Manager City of La Marque Texas 1111 Bayou Rd La Marque, TX 77568-4160
To Texas First Group:	Kerry Sweatt, Partner Texas First Group P.O. Box 157 Leakey, Texas 78873

The parties specifically reserve the right to designate other addresses for notices in writing from time to time.

This agreement constitutes the full and complete agreement of the parties, and all other prior and/or contemporaneous agreements between the parties have been merged herein. Any future amendment of this agreement shall be in writing and shall require the written consent of both parties.

This agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Texas and of the United States.

The parties agree and consent to the jurisdiction of the District Courts of Galveston County, Texas, and of the United States District Court for the Southern District of Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions among the parties with respect to the subject matter hereof.

The parties further agree that such courts shall be the exclusive forums for the resolution of any actions among the parties with respect to the subject matter hereof.

EXECUTED in duplicate originals to be effective on the _____ day of _____, 2011

_____
Caroi Buttler, Interim-City Manager
City of La Marque, TX

_____
Kerry Sweatt
Texas First Group

Attest: _____