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Mayor Bobby Hocking
Mayor Pro- Tem Keith Bell- District A
Councilmember Chris Lane- District B
Councilmember Connie Trube- District C
Councilmember Clent Brown- District D

****

OFFICIALLY POSTED ON THE WEB:
DATE: **6.5.2015** TIME: **4:30 p.m**.

ORDINANCE O-2015-011
RESOLUTION R-2015-0020

AGENDA

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting on Monday, June 8, 2015 at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

(4) MINUTES
a. Minutes of Special Meeting of May 18, 2015

(5) PRESENTATIONS – Proclamation- from Land & Sea- Clent Brown

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

(7) PUBLIC HEARING
a. Conduct Public Hearing to hear public comments regarding the implementation of a ninety-day (90) Temporary Moratorium on accepting permit applications, authorizations, and approvals necessary for the subdivision of, site planning of, or construction of additional recreational vehicle parks (RV) in the City of La Marque – Public Services Director L. Rumburg

(8) OLD BUSINESS

a. Discussion/possible action regarding the implementation of a ninety day (90) Temporary Moratorium on accepting permit applications, authorizations, and approvals necessary for the subdivision of, site planning of, or construction of additional recreational vehicle parks in the City of La Marque – Public Services Director L. Rumburg

(9) NEW BUSINESS

a. Discussion/possible action regarding Ordinance No. **O-2015-009**, the levy of PID assessment in the amount of $1,500.00 per lot for Painted Meadows, Section III, as provided by their financial advisor, John F. Howell Jr. – A. Getty EDC Executive Director
THIS IS THE FIRST READING

b. Discussion/possible action regarding the approval of the assessment report provided by McGrath & Co., PLLC, and adopting Ordinance No. **O-2015-0010**, the levy of PID assessment in the amount of $1,500.00 per lot for Painted Meadows, Section IV, as provided by their financial advisor, John F. Howell – A. Getty EDC Executive Director
THIS IS THE FIRST READING

c. Discussion/possible action regarding a recommendation from Planning and Zoning Commission regarding Ordinance No. **O-2015-0011**, the abandonment of a 60-foot Road Easement located in the J. R. Pace Survey Abstract 161, Galveston County, Texas – Public Services Director L. Rumburg
THIS IS THE FIRST READING

d. Discussion/possible action regarding Resolution No. **R-2015-0018**, for tax assessment and collection services by the Galveston County – Finance Director S. Kou

e. Discussion/possible action regarding authorizing the City Manager to execute an agreement with Linebarger Goggan Blair and Sampson LLP for delinquent property tax and code enforcement liens collection services for City of La Marque – Finance Director S. Kou

f. Discussion/possible action regarding Resolution No. **R-2015-0019**, approving the Commissioner's Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health – Mayor Hocking

g. Discussion/possible action regarding accepting Resolution No. **R-2015-0020,** adopted by Galveston County Commissioners Court outlining funding intent for Fiscal Year 2015-2016 Animal Control Services – City Manager C. Buttler

(10) CITY MANAGER'S REPORT

- **Judicial**
- **Police Department**

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- **Fire Department**
- **Library**
- **Public Services**
- **Financials**
- **Administration**

(11) EXECUTIVE SESSION
Council will adjourn into Executive Session in accordance with the Texas Government Code Section: City Council will adjourn into Executive Session in accordance with the Texas Government Code Section 551.071 (Consultation with Attorney/Closed Meeting) - Discuss summons received regarding Case of USOR Site PRP Group v. A&M Contractors, Inc., et al.

(12) Discussion/possible action regarding authorizing the City Manager to execute a formal Engagement Letter with Olson & Olson, L.L.P. as Special Legal Counsel regarding Case of USOR Site PRP Group v. A&M Contractors, Inc., et al.

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

(14) ADJOURNMENT

CERTIFICATION:
I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before June 5, 2015 before 5:00 p.m.

____

Robin Eldridge, TRMC
City Clerk

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City of La Marque
Special Meeting Minutes
May 18, 2015

Minutes of the Special Meeting of the City Council of the City of La Marque, Texas that was conducted on Monday, May 18, 2015 at 6:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

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

(2) ROLL CALL **ABSENT:** City Attorney, Ellis Ortego

Mayor Hocking
Mayor Pro-Tem Bell
Councilmember Lane
Councilmember Brown
Councilmember Trube
City Manager Buttler
City Clerk Eldridge

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
Mayor Pro Tem Bell

(4) MINUTES

a. Minutes of Workshop Meeting of April 27, 2015
b. Minutes of Regular Meeting of April 27, 2015

** Councilmember Trube made a motion to approve the Workshop minutes of April 27, 2015 and the Regular minutes of April 27, 2015. Councilmember Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

(5) PRESENTATIONS

a. Introduction of new Employees
Chief Grimm introduced three new members of the Fire Department:
Tiarra Fisher, Nathan Baggs and Jimmy Denton
b. Recognition of Employee Promotions and "Pinning Ceremony"
Chief Grimm introduced David Merryman in his promotion to Certified Fire Engineer, William Reed promotion to Captain and Pedro Zarazua promotion to Captain
c. Proclamation for DSW Homes Mayor Hocking read a proclamation for DSW Homes, for their continued home renovation and new home buildings within the City of La Marque.
d. Recognition of Councilmember Lane as a recipient of "Forty under Forty" most influential men in Greater Houston, recognizing Houston's next Generation of Leaders - Mayor Hocking recognized Councilmember Lane for this prestigious honor.

(6) CITIZENS PARTICIPATION

1. Geraldine Sam congratulated Councilmember Lane on his prestigious nomination, she then congratulated Mayor Pro-Tem Bell and Mayor Hocking on their re-elections. Stated her concerns

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about the recent crime rise within the City. She wanted someone to explain to her whether or not the City was in a drug-war or a gang-war, or a territorial war that is going on in the community. She said that she along with others are afraid to get out at night. She referred to items on the agenda pertaining to renaming streets, and a park. "I am against the renaming of anything because we set precedence awhile back and when we asked that the Library be renamed and some streets to be renamed, for some reason it was not done. Are we going to rename every street or every little nook and cranny after someone that leaves the community or that leads a committee or after someone that is really involved. We have a lot of people that the Library could be named after, or streets named after, but we voted against that for one reason or another. If this is something brand new that we are going to start doing, then we need to know the procedure in the community, because there is several names that I would like to submit to have the Library and different other places named after. There are some people who have really done some awesome things to our community. It is important that we remain fair, and not just pick and choose what and who we are going to name things after. If we are going to rename for one then we should be able to rename for others."

Mayor Hocking commented, "I might add that on this particular Council of five that it three votes to get anything done. So, I apologize former Mayor Sam that three votes weren't gathered to rename something that was dear to you. I don't know how this vote will turn out tonight. These are just resolutions that we have on the agenda."

2. Patty Shipley spoke, "Thank you for opening the District "C" voting place for all the Omega Bay residents. We have older citizens there that really need to have a close place in which to vote." She asked that the other members of the audience stand up that were from Omega Bay and help her thank the Mayor and City Council.

3. Marcy Scape spoke, "We really appreciate having access to the MUD building so that we can all have a convenient place in which to vote."

4. Don Bishop, "Last year, January 30, 2014, my wife and I had a devastating thing to take place. Our business burnt down. I am still waiting on closure. I don't understand what is going on with the City of La Marque, can come in, conduct illegal search and seizure, and take my property, with no restitution. They never gave me no notice, or anything else. They tore my by building down, they hauled it off, and destroyed everything that was left in it. I would like for anyone that has a question, to contact me. This is an ongoing situation, it has been eighteen months, and I have no closure. The only people I have got cooperation from, but some I haven't contacted, so far have been Chief Grimm and Ana Tims, at the time of this incident. No one else has bothered to contact me or ask me what is going on or what. I lost my livelihood in that, which part of it could have been salvaged, but I was not given the opportunity."

Mayor Hocking stated, "The facts of this matter is under arbitration and litigation, so the Council may not comment, but we are well aware of the situation. Thank you Sir for coming tonight."

5. Maggie Manuel, "I have over three hundred and ninety-one signatures from citizens of La Marque that have requested for me to ask City Council and Mayor to consider renaming Highland Bayou Park to Louis "MAC" Mc Gaffey Park in order to honor a lifetime of contribution not only

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to the City of La Marque, but to the Parks Board. Mr. Mc Gaffey's city and park involvement would certainly inspire a positive image towards not only the history of the park, but also our community as a whole while encouraging generations to come to always volunteer their time and energy in order to make La Marque a better place to live. We believe renaming the park now, is certainly the right thing to do to show the appreciation for all of Mac's hard work that he has done for the community that he loves so well. Thank you for your consideration."

(7) PUBLIC HEARING

a. Conduct Public Hearing to receive public input regarding Ordinance No. **O-2015-008,** granting a non-exclusive electric franchise to Texas New Mexico Power (TNMP) for a period of 10 years. ***THIS IS THE SECOND AND FINAL READING.***

Mayor Hocking closed the Regular meeting at 6:30 p.m. and opened the Public Hearing

No one spoke.

Mayor Hocking closed the Public Hearing at 6:31 p.m. and opened the Regular meeting.

(8) OLD BUSINESS

a. Discussion/possible action regarding adopting Ordinance No. **O-2015-008** granting a non-exclusive electric franchise to Texas New Mexico Power (TNMP) for a period of 10 years.

** Councilmember Lane made a motion to adopt Ordinance No. O-2015-008.
** Councilmember Brown seconded the motion. ***MOTION CARRIED UNANIMOUSLY.***
THIS IS THE SECOND AND FINAL READING.

(9) ELECTION INFORMATION

a. Discussion/possible action regarding adopting Resolution No. **R-2015-0011**, canvassing the election returns and declaring the results of the May 9, 2015 General Election, pursuant to the Election Code.

** Councilmember Trube made a motion to adopt Resolution No. R-2015-0011.
** Councilmember Lane seconded. ***MOTION CARRIED UNANIMOUSLY.***

b. Administer Oaths of Office and Bribery Statements to newly re-elected Officials.

Judge Lonnie cox administered the Oath of Office to the newly re-elected Councilmember District "A", Keith Bell and Mayor Bobby Hocking.

Mayor Hocking thanked Judge Lonnie Cox for doing the honors.

c. Discussion/possible action regarding adopting Resolution No. **R-2015-0012**, calling for and establishing the procedures for the Run-off Election for Councilmember District "C", to be held on Saturday, June 27, 2015, in La Marque, Texas and providing for related matters.

** Councilmember Trube referred to a typo in the date of the election 2015 not 2014 and then made a motion to adopt Resolution No. R-2015-0012.

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** Councilmember Brown seconded the motion.

Mayor Hocking brought the attention of a correction to the resolution, as suggested by the City Attorney to add the polling location of Bayou Vista, in the wording of the Resolution (Mud 12). The amended motion was made by Councilmember Trube and seconded by Councilmember Brown. ***MOTION CARRIED UNANIMOUSLY.***

(9) NEW BUSINESS

a. Discussion/possible action regarding adopting Resolution No. **R-2015-0013** denying CenterPoint Energy Houston Electric's application for Distribution Cost Recovery Factor
** Councilmember Trube made a motion to adopt Resolution No. R-2015-0013.
** Councilmember Lane seconded the motion. ***MOTION CARRIED UNANIMOUSLY***.

b. Discussion/possible action regarding status report of the Neighborhood Revitalization Program.

City Manager Carol Buttler began, "We have been working on this program at the of direction of Council. I have looked back on the history of the program to 2008 and based on that, and the discussions that we have had at meetings, what my recommendation of moving forward is that we take the information from the study that was prepared, take the recommendations from the Revitalization Steering Committee and follow the five year plan that was proposed and approved by City Council in late 2010. Even though staff has been conducting these programs, it hasn't been under the umbrella of something formal, it has been day to day activities as requests come through. We would like to bring you the data numbers at the June Council meeting. We have compiled all of the structures that were identified in 2008. We have looked at all of the structures that have been demolished since 2012. It appears that some of the structures identified in 2008 have not been the structures that have handled. We are researching as to what the reason was. It may have been some of the homes that were damaged during the hurricane took precedence, because they could have been eligible for the Ike Recovery Homes. It doesn't appear that we have made a large tax base revenue. We have over 118 within the last two to three years, almost 100 of those were Ike Recovery Homes. We have probably doubled, almost tripled the number of structures that have been demolished. We will be able to bring you that list by District, by year or by street name. Within the last four to five years, the City has probably spent close to a million on this program, but have been awarded close to 17 million in grant dollars. The report will show how much progress we have actually made since the program started. EDC has established the Revitalization Fund. We have met with Habitat for Humanity. They have been working in the area. But they need more property. We are trying to give you a more formal plan. We will keep the momentive going."

Councilmember Bell asked, "Talk to me a little about how we will be recouping our high grass and weeds expenses."

Ms. Buttler replied, "That is one of the items we will be discussing on Wednesday. The number of and the amount of liens that have been placed on certain properties have probably accumulated as such that they are more than the actual property is valued. We will be determining on how we can foreclose on those, but, they would have to be purchased. EDC does have some discretion, but we

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as the City, would l have to look at how we want to handle those lots. Who is going to take ownership of those lots, so that we can invite someone in to rebuild on those lots. Those might be lots that we can let Habitat for Humanity to build on."

Councilmember Bell stated that the project has not being completed, and until we see improvement on the tax rolls, it will not be completed. Until there are new homes placed on the lots where the structures have been demolished and families placed in those homes, the program will not be completed.

Councilmember Bell named a few items that he would like to see in the comprehensive document are: the mission, every aspect of what we are doing, the cost effectiveness of those particular tasks and goals in mind. What are we willing to do for our builders? About five years ago, the builders had communicated to us that La Marque may need to relax some the requirements, so that they are free to obtain and secure loans to build. "I believe that we can increase our Code Enforcement Officers by training certain Police Officers, training certain Firemen and our meter readers. We could possibly grow that number from two Code Enforcement Officers, to possibly eight to ten. We have so many priorities in this City that two persons cannot handle that job."

He complimented the City Manager on what she has been able to achieve, and encouraged her to continue to make sure that the program is comprehensive that we go big and communicate it with all of the avenues of communication available.

Councilmember Bell made a motion to table this item until the City Manager has had the chance to prepare the document completely. Councilmember Lane seconded. ***MOTION CARRIED UNAIMOUSLY.***

c. Discussion/possible action regarding adopting Resolution No. **R-2015-0014**, regarding a recommendation from the Parks Board, and accepting a petition to rename Highland Bayou Park to the "Mac" McGaffey Park Highland Bayou Park and authorizing the placement of a placard on the monument. (Mayor Hocking read the resolution).

** Councilmember Lane made a motion to adopt Resolution No. R-2015-0014.
** Councilmember Trube seconded the motion.

Councilmember Bell referred to an earlier question of former Mayor Sam if there was a process in which this comes before City Council. Then said that Maggie Manuel collected over three hundred signatures on a petition asking City Council to consider. "This will give you a little direction as to how it got here. I am just trying to help out as far as information purposes go."

Councilmember Lane commented, "I am glad to be part of the City Council that is going to name a park after a gentleman that has contributed so much to the city that we live in."

Councilmember Trube added, "I have lived here for thirty years, and I have never know anyone who has done as much as Mac McGaffey. I remember when Cowboy used to do it, first it was Fair in the Square, and without those two the park wouldn't be what it is today. It takes a special kind of person to be that dedicated and get that much done, especially for the Bayou Fest."

Mayor Hocking added, "I go out to that park every couple of days and I see Mac McGaffey fixing plumbing, cleaning up the fishing pier, using his own materials without ever billing the City, doing thing for that park and others. ***MOTION CARRIED UNANIMOUSLY***.

d. Discussion/possible action regarding adopting Resolution No. **R-2015-0015**, renaming of Bayou Extension to Getty Road.(Mayor read the resolution) and presented a Getty Road street sign to Alex Getty in absence of his father Carlton Getty who was a former Mayor and has been serving the City in some fashion since 1982.

** Councilmember Trube made a motion to adopt Resolution No. R-2015-0015.
** Councilmember Lane seconded the motion. ***MOTION CARRIED UNANIMOUSLY***.

e. Discussion/possible action regarding adopting Resolution No. **R-2015-0016,** reaffirming Resolution No. 638, dedicating and naming the pavilion and pond at Highland Bayou Park, and authorizing the placement of a placard on the pavilion in "Mac" McGaffey Highland Bayou Park in the name of Richard M. "Dick" Arnett.

Mayor Hocking commented, "In our research in renaming the park, it was found that Mr. Arnett had the pond and pavilion named after him, but no placard had ever been placed to show this."

** Councilmember Trube made a motion to adopt Resolution No. R-2015-0016.
** Councilmember Bell seconded the motion. ***MOTION CARRIED UNANIMOUSLY*.**

f. Discussion/possible action regarding adopting Resolution No. **R-2015-0017**, approving the Parks Board's recommendation to accept a donation of a metal canopy from Al Reida, for "Mac" McGaffey Highland Bayou Park, and authorizing the dedication and placement of a placard on the canopy. (Mayor read the Resolution) and thanked Mr. Reida for the generous donation and what he does for the City

** Councilmember Trube made a motion to adopt Resolution No. R-2015-0017.
** Councilmember Bell seconded the motion. ***MOTION CARREID UNANIMOUSLY.***

(10) CITY MANAGER'S REPORT

- **Development Services**
- **Judicial**
- **Police/EOC Department**
- **Fire/EMS Department**
- **Connect Transit**
- **Public Services**
- **Animal Services**
- **Administration**

Councilmember Trube public service report was not in the packet, but was assured by the City Manager that this was not the meeting that this report is usually part of, and that it would be in the next packet.

(12) EXECUTIVE SESSION

There was no executive session

(13) REQUESTS AND ANNOUNCMENTS

Councilmember Trube asked if the City had an evacuation plan, and was advised by Mayor Hocking that it does, that the City usually follows the County's lead.

Councilmember Brown congratulated both the Mayor and Councilmember Bell on their re-elections. Congratulated Chief Grimm and his department. Thanked Les Rumburg for taking care of a few items within his district.

Councilmember Lane thanked all for attending. Congratulated Mayor Hocking and Councilmember Bell on their re-elections.

Councilmember Bell said that today his mother would have been his mothers' 67th birthday, but she passed away a year before he was first elected, so it is a melancholy day for him. Congratulated the members of the Fire Department on their recognitions and accomplishments. Congratulated Mayor Hocking on his re-election. "I don't want to say the Mayor Sam lost, but that Mayor Hocking won. You won't find a fiercer competitor, who handles herself with grace and integrity. I have seen Mayor Sam run a many of races, and I have never heard her say anything derogatory toward her opponent. She has always been positive and always had a smile on her face. I hope that she continues to fight for what she believes in and continues to light a fire under our Mayor and continue to hold our feet to the fire." Congratulated Councilmember Trube and Mr. Michetich for making the run-off, then all the candidates that ran in this race. He then introduced his wife, Ms. Bourgeois-Bell. His priorities are to move forward 100% with the neighborhood revitalization program and to do everything we can to equip the Police Department with everything they need to fight and reduce crime within the City. Then reported an increase of loitering at Circle T, on 1765 and asked for a special assignment to break this up.

Mayor Hocking spoke, "Thank you, Mayor Pro-Tem, I do appreciate your kind words towards me, and I do reciprocate and congratulate you on your re-election. We are friends not only in our job here with the City but as I am honored, yet very humbled to have been re-elected to serve this great city, which is my home town. I pledge to the 662 voters who voted for me to do the best I can, and to the 224 that voted for Ms. Sam, I pledge to attempt to earn your trust as well. I want to say to Ms. Sam, that I respect that you ran this race with integrity. We ran with a mutual respect for each other.

I do appreciate that you do keep me on my toes. I also want to congratulate Councilmember Lane on his prestigious honor, to all that were pinned tonight, to all who received awards, and to Mr. Getty and Ron Crowder who made Highland Bayou Park happen. I want to thank my daughter Clover, my beautiful bride, we celebrate forty-five years together on June 29th. She is the greatest thing that ever happened to me.

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(14) ADJOURNMENT

Councilmember Bell made a motion to adjourn at 7:30 p.m. Councilmember Trube seconded, the meeting was adjourned.

____
Bobby Hocking, Mayor

____
Robin Eldridge, TRMC
City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date:	June 8, 2015	Agenda item:	**7a**
Prepared by:	Robin Eldridge	Reviewed by:	Carol Buttler
Department:	Public Services		

AGENDA ITEM DESCRIPTION: Conduct Public Hearing to receive public comments regarding the intention of implementing a ninety-day (90) Temporary Moratorium on accepting permit applications, authorizations, and approvals necessary for the subdivision of, site planning of, or construction of additional recreational vehicle parks in the City of La Marque.

[X] **Attachments for reference**

1. Sections 212.134; 212.1352; 212.1362 of the Local Government Code
2. Current Ordinance

Staff Briefing:

- Recently, the City of La Marque has been approached by several investors and property owners about available property and establishing RV/mobile home parks. Since the City doesn't have a solid plan in place for the recent overwhelming interest, enacting this ordinance will allow time to study, to assess and manage growth as well as evaluate the impact it will have on the City and its residents.
- Section 212.131 of the Texas Local Government Code deals with moratoriums on property development in certain circumstances: on accepting, processing or issuing permits, authorizations or approvals necessary for the creation of development plats and the construction of facilities related to RV parks
- City Attorney has reviewed and approved the proposed Ordinance

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History: On April 27, 2015, City Council approved staff to move forward to schedule the necessary meetings and public hearings for the intent of implementing a temporary moratorium on accepting permit applications, authorizations, and approvals necessary for the subdivision of, site planning of, or construction of additional recreational vehicle parks in the City of La Marque.

Target Implementation: June 15, 2015, depending on input from public hearings

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Significant Action Dates:

6-8-2015 – First Public Hearing at City Council Meeting to receive for and against Temporary Moratorium

6-9-2015 – Planning and Zoning conducts a Public Hearing on the Temporary Moratorium

6-11-2015 – First Reading of Ordinance on the Temporary Moratorium

6-15-2015 – Second and final Reading of Temporary Moratorium (Public Hearing was held on June 8, 2015)

CITY COUNCIL AGENDA FORM

Action:

[ ]	Ordinance	[ ]	Resolution
[ ]	Special Presentation	[ ]	Proclamation
[ ]	Finance Report	[X]	Public Hearing
[ ]	Other		

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

[X] Mark if this does not conflict with any Resolution, Ordinance or City Charter

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Staff's Recommendation: Conduct a Public Hearing, requires no action from City Council at this time.

Fiscal Impact: Unknown at this time

Sec. 212.134. NOTICE AND PUBLIC HEARING REQUIREMENTS. (a) Before a moratorium on property development may be imposed, a municipality must conduct public hearings as provided by this section.

(b) A public hearing must provide municipal residents and affected parties an opportunity to be heard. The municipality must publish notice of the time and place of a hearing in a newspaper of general circulation in the municipality on the fourth day before the date of the hearing.

(c) Beginning on the fifth business day after the date a notice is published under Subsection (b), a temporary moratorium takes effect. During the period of the temporary moratorium, a municipality may stop accepting permits, authorizations, and approvals necessary for the subdivision of, site planning of, or construction on real property.

(d) One public hearing must be held before the governing body of the municipality. Another public hearing must be held before the municipal zoning commission, if the municipality has a zoning commission.

(e) If a general-law municipality does not have a zoning commission, two public hearings separated by at least four days must be held before the governing body of the municipality.

(f) Within 12 days after the date of the first public hearing, the municipality shall make a final determination on the imposition of a moratorium. Before an ordinance adopting a moratorium may be imposed, the ordinance must be given at least two readings by the governing body of the municipality. The readings must be separated by at least four days. If the municipality fails to adopt an ordinance imposing a moratorium within the period prescribed by this subsection, an ordinance imposing a moratorium may not be adopted, and the temporary moratorium imposed under Subsection (c) expires.

Added by Acts 2001, 77th Leg., ch. 441, Sec. 1, eff. Sept. 1, 2001.

Sec. 212.135. JUSTIFICATION FOR MORATORIUM: SHORTAGE OF ESSENTIAL PUBLIC FACILITIES; WRITTEN FINDINGS REQUIRED. (a) If a municipality adopts a moratorium on property development, the moratorium is justified by demonstrating a need to prevent a shortage of essential public facilities. The municipality must issue written findings based on reasonably available information.

(b) The written findings must include a summary of:

(1) evidence demonstrating the extent of need beyond the estimated capacity of existing essential public facilities that is expected to result from new property development, including identifying:

(A) any essential public facilities currently operating near, at, or beyond capacity;

(B) the portion of that capacity committed to the development subject to the moratorium; and

(C) the impact fee revenue allocated to address the facility need; and

(2) evidence demonstrating that the moratorium is reasonably limited to:

(A) areas of the municipality where a shortage of essential public facilities would otherwise occur; and

(B) property that has not been approved for development because of the insufficiency of existing essential public facilities.

Added by Acts 2001, 77th Leg., ch. 441, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

Sec. 212.1351. JUSTIFICATION FOR MORATORIUM: SIGNIFICANT NEED FOR PUBLIC FACILITIES; WRITTEN FINDINGS REQUIRED. (a) Except as provided by Section 212.1352, a moratorium that is not based on a shortage of essential public facilities is justified only by demonstrating a significant need for other public facilities, including police and fire facilities. For purposes of this subsection, a significant need for public facilities is established if the failure to provide those public facilities would result in an overcapacity of public facilities or would be detrimental to the health, safety, and welfare of the residents of the municipality. The municipality must issue written findings based on reasonably available information.

(b) The written findings must include a summary of:

Sec. 212.136. EXPIRATION OF MORATORIUM; EXTENSION. A moratorium adopted under Section 212.135 or 212.1351 expires on the 120th day after the date the moratorium is adopted unless the municipality extends the moratorium by:

(1) holding a public hearing on the proposed extension of the moratorium; and

(2) adopting written findings that:

(A) identify the problem requiring the need for extending the moratorium;

(B) describe the reasonable progress made to alleviate the problem; and

(C) specify a definite duration for the renewal period of the moratorium.

Added by Acts 2001, 77th Leg., ch. 441, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

Sec. 212.1361. NOTICE FOR EXTENSION REQUIRED. A municipality proposing an extension of a moratorium under this subchapter must publish notice in a newspaper of general circulation in the municipality not later than the 15th day before the date of the hearing required by this subchapter.

Added by Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

Sec. 212.1362. EXPIRATION OF MORATORIUM ON COMMERCIAL PROPERTY IN CERTAIN CIRCUMSTANCES; EXTENSION. (a) A moratorium on commercial property adopted under Section 212.1352 expires on the 90th day after the date the moratorium is adopted unless the municipality extends the moratorium by:

(1) holding a public hearing on the proposed extension of the moratorium; and

(2) adopting written findings that:

(A) identify the problem requiring the need for extending the moratorium;

(B) describe the reasonable progress made to alleviate the problem;

(C) specify a definite duration for the renewal period of the moratorium; and

(D) include a summary of evidence demonstrating that the problem will be resolved within the extended duration of the moratorium.

(b) A municipality may not adopt a moratorium on commercial property under Section 212.1352 that exceeds an aggregate of 180 days. A municipality may not adopt a moratorium on commercial property under Section 212.1352 before the second anniversary of the expiration date of a previous moratorium if the subsequent moratorium addresses the same harm, affects the same type of commercial property, or affects the same geographical area identified by the previous moratorium.

Added by Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

Sec. 212.137. WAIVER PROCEDURES REQUIRED. (a) A moratorium adopted under this subchapter must allow a permit applicant to apply for a waiver from the moratorium relating to the property subject to the permit by:

(1) claiming a right obtained under a development agreement; or

(2) providing the public facilities that are the subject of the moratorium at the landowner's cost.

(b) The permit applicant must submit the reasons for the request to the governing body of the municipality in writing. The governing body of the municipality must vote on whether to grant the waiver request within 10 days after the date of receiving the written request.

Added by Acts 2001, 77th Leg., ch. 441, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

Sec. 41-36. Flood control provisions for manufactured homes and manufactured home parks.

The provisions of Ordinance No. 660, the Flood Damage Prevention Ordinance, shall apply to manufactured homes and to manufactured home parks and subdivisions.
(Code 1972, § 11½-17; Ord. No. 945, § 11½-17, 5-23-2005)

Secs. 41-37—41-60. Reserved.

ARTICLE III. RECREATIONAL VEHICULAR PARKS

Sec. 41-61. Definitions.

For the purpose of this article, the following words and phrases are defined and shall be construed as herein set forth unless it shall be apparent from the context that they have a different meaning:

Natural or artificial barrier. The term "natural or artificial barrier" means any river, pond, canal, railroad, levee, embankment, fence or hedge, shrub fence or hedge, to be the height and length suitable for the protection of the development and the aesthetic value of the area.

Person. The term "person" means any person, firm, trust, partnership, association or corporation.

Recreational vehicle. The term "recreational vehicle" means a portable temporary dwelling constructed to be towed by a motor vehicle on its own chassis or constructed with an integral drive train to be operated over public streets and highways under regular highway license without a permanent foundation, for temporary living. This trailer or vehicle shall be built on a chassis and designed for travel, recreation and vacation use and which has been permanently identified by the manufacturer. The body of said vehicle or trailer shall not exceed eight feet in width or 40 feet in length. The definition specifically excludes mobile homes, converted buses and homemade vehicles.

Recreational vehicular park. The term "recreational vehicular park" means any plot of ground upon which three or more recreational vehicles are occupied for dwelling or sleeping purposes on temporary basis, located regardless of whether or not a charge is made for such accommodations. The term "park" where used elsewhere in this chapter shall mean recreational vehicular park.
(Code 1972, § 15½-1; Ord. No. 553, § 1)

Sec. 41-62. Permits.

(a) *Permit for permanent residential structure.* No permit shall be issued for the construction or occupancy of a permanent residential structure in any recreational vehicular park, with the following exceptions:

(1) One existing residential structure may be retained or one new residential structure may be constructed for the occupancy of the owner or operator of the park.

(2) An existing residence or structure may be converted to a club house or service building for use by the residents of the recreational vehicular park so long as the conversion meets all building code requirements.

(3) One new or existing building may be used as an office, store, restroom, laundry, recreation area. This building may also be used to accommodate the managers, owners or operators of the park.

(b) *Permit required for construction, alteration, extension of park.* It shall be unlawful for any person to construct, alter or extend any recreational vehicular park within the limits of the City of La Marque, Texas, unless he holds a valid permit issued by the building inspector in the name of such person for the specific construction, alteration or extension proposed.

(c) *Application requirements.* All applications for permits shall be made upon standard forms provided by the building inspector and shall contain the following:

(1) Name and address of the applicant.

(2) Location and legal description of the recreational vehicular park.

(3) Location of boundary or property lines; width and location of platted streets, alleys and easements within the proposed recreational vehicular park; present physical features on the land including natural and artificial watercourses, ditches, ravines, culverts, bridges, present structures, and any other features directly pertinent to the proposed recreational vehicular park; location of any existing utilities, pipelines, showing pipe sizes of sewer and water mains and drainage facilities.

The description of the property shall include the acreage. Plats shall be located with respect to an original corner of the survey of which the land is a part with lengths on all property and easement lines.

(4) The plat shall show the proposed street system design, location and width of the proposed streets within the recreational vehicular park, as well as, the on-site and off-site drainage system design.

(5) Classification and designation of the intended uses of land within the recreational vehicular park proposed.

(6) Date, north point and scale of the drawing.

(7) Preliminary plan of proposed water distribution system and sanitary sewer collection system.

(8) Where the preliminary plat submitted for approval covers a part, a unit or increment of the owner's entire holding or ultimate recreational vehicular park, a sketch of the prospective plans of the unsubmitted part shall be furnished and the street system portion submitted for approval will be considered in the light of adjustments and connections with the street system of the part not submitted.

(9) Six copies or prints of the preliminary plats will be submitted to the city planning board, which will call a meeting of the board to see that the plats meet the city's

minimum requirements and the feasibility of city services. The city planning board will review and recommend changes if necessary, confirm their findings with the city building inspector and grant preliminary approval, if satisfactory.

It is to be understood that the approval of the preliminary plat by the planning board does not constitute official acceptance of the proposed recreational vehicular park by the city, but does constitute an authorization to begin and proceed with the preparation of the final recreational vehicular park plat. There shall be no work in the field on the proposed recreational vehicular park until the final plat has been approved and accepted in an official action by the city planning board and the city council and a permit required by the city has been obtained.

Approval of the preliminary plat expires at the expiration of a period of 12 months unless the final plat has been submitted for approval prior to that time.

(Code 1972, § 15½-2; Ord. No. 553, § 2)

Sec. 41-63. Final plat.

(a) *Preparation.*

(1) After the approval by the city planning board of the preliminary plat, a final plat shall be prepared and submitted to the planning board for approval and for reference to the city council for its approval. Six prints of this final plat shall be submitted to the planning board at least ten days prior to the regular meeting of that body at which approval is requested.

(2) The final plat shall be clearly and legibly drawn to a scale not smaller than one inch equals 60 feet.

(b) *Contents.* The final plat shall show or be accompanied by the following information:

(1) The recreational vehicular park name or identifying title; the name and address of the owner.

(2) An accurate boundary survey of the property of the proposed recreational vehicular park noting the bearings and distances of the sides, same being referenced to an original corner of the survey of which the land is a part, showing the lines of all adjacent lands and properties.

(3) The final plat shall indicate the approximate location of all lots, streets, highways, alleys, easements, parks, playgrounds, and such other features, with accurate dimensions given in feet and decimals of a foot, showing the length of radii, deflection angles, and of the arcs of all curves, and tangent distances. All such data being complete and sufficiently precise to permit accurate locations upon the ground.

(4) Final plans for all streets, drainage and utility construction, including lighting.

(5) The building lines of front and side streets shall be shown dotted or dashed.

(6) Proper certification shall be made upon the plat, by a registered land surveyor ascertaining that the plan represents a survey made by him and that all necessary monuments are accurately and correctly shown upon the plat. All construction plans shall bear the seal of a registered architect or professional engineer.

(7) Proper blanks for certificate of approval to be filled out by the planning board and the city council.

(8) Date, scale and north point.

(c) *Expiration of approval.* Approval of the final plat expires at the expiration of a period of 12 months unless continuous progress on the construction of the park has begun. If park is to be developed in phases, each phase must be designated on the final plat. Within three years of the date upon which construction is begun on each phase, the developer must have completed the street paving requirements.
(Code 1972, § 15½-3; Ord. No. 553, § 3)

Sec. 41-64. General planning provisions.

(a) *General planning; minimum number of spaces.* A recreational vehicular park shall have no less than three spaces.

(b) *Recreational vehicular park stand.* The minimum size of a recreational vehicular park stand shall be ten feet in width by 50 feet in depth fronting on a 20-foot wide roadway with single access. Variations for lot shapes on curved roadway, culs-de-sac, etc., shall conform to the basic square foot of the above or larger.

(c) *Parking spaces.* There shall be provided for each recreational vehicular park stand a stabilized base minimum of one and one-half nine-foot wide and 20-feet in length parking spaces for off-street automobile parking outside and off the roadway.

(d) *Recreational vehicular access.* The recreational vehicular stand shall be designed for practical placement on and removal from the lot of the stand.

(e) *Recreational vehicular stand drainage.* The lot shall be designed for adequate crown and cross grading for surface drainage to the main roadway.

(f) *Recreational vehicular clearance.* In order to insure privacy, adequate natural light and air, and convenient access to the recreational vehicle, the minimum distance between units shall be ten feet.

(g) *Patio areas.* A patio or landing area shall be provided on each recreational vehicular stand, which shall be a hard-surfaced area with a minimum of 32 square feet and adequate drainage shall be provided for surface drainage.

(h) *Permanent public buildings.* All permanent buildings in the park dedicated to public use must use conduit in the electrical system according to the applicable codes.

(i) *Street paving.* Streets shall be assigned to furnish traffic flow to the recreational vehicular park stand parking areas and to the entrance street. Minimum road right-of-way width shall be 20 feet of right-of-way on streets fronting lots. Streets shall be 18 feet wide. They shall be adapted to the topography, have satisfactory surface water and groundwater drainage. Streets within the recreational vehicular park shall not be considered as dedicated to the public use and acceptance of a recreational vehicular park application for issuance of a license hereunder shall not be taken as acceptance of such streets for dedication to the public use. All streets shall be paved in accordance with the city specifications which is attached hereto as *exhibit A.

(j) *Parking area planning.* Parking areas for automobiles and recreational vehicular parks shall have proper alignment and gradient for proper drainage to the completed street section.

(k) *Individual walks* shall be provided to each stand and shall be a minimum width of two feet. Walkways shall not be used as drainage ways, but shall be designed to drain to the roadway area or parking area as shown on exhibit B.

(l) *Utility services.* Utility services for each stand shall be opposite the patio and private area, sewer service shall be beside the rear quarter of the vehicle and electrical service shall be along the left side of the vehicle. All stand services shall be underground.

(m) *Water distribution system.* The water distribution system shall be designed to provide normal city water service to each stand. Minimum stand service shall consist of one three-fourths-inch riser with dual outlets as shown on exhibit C.

(n) *Sewage collection system.* The sewage collection system shall be designed to provide individual service to each stand. Minimum stand service shall consist of a four-inch riser as shown on exhibit D. The collection system shall consist of a combination of cleanouts at regular intervals in all main lines. Pipe shall be sized and sloped to provide adequate flow. All risers not in service shall be capped and rainwater tight. Parks not served by the city sanitary sewer system must comply with the health department requirements for septic tank systems.

(o) *Electrical distribution system.* The electrical distribution system shall be designed to furnish 30-amp service to each stand. All services should be underground with adequate wire size for load and distance. The developer shall provide the city franchise electric service company adequate easements for overhead or underground power distribution.

(p) *Perimeter barrier.* If an adjacent property owner, who has his property under development or which property is already developed, petitions the city council requesting a barrier fence which will obscure view of the park from his property, then the owner of the park will be responsible for constructing, at his expense, said barrier fence within six months of the date of the petition. The fence must be a minimum of six feet in height.

(q) *Lighting.* Street lighting within the park shall meet the same requirement as for mobile home parks as spelled out in section 41-23(q).

(r) *Lot marking.* The limits of each stand shall be clearly marked on the ground by permanent flush stakes and should be the same location as on the accepted plans.

(s) *Common walks.* Common walks shall be provided to playgrounds, offices, etc. They shall have a minimum width of four feet. Walks shall be constructed of hard-surface paving and to alignment and grade to drain to the street paving.

(t) *Recreation area.* All parks shall have at least one outdoor children's recreation area. The recreation area and all open space must have a minimum total square footage of five per cent of the total park area.

(u) *Office.* All parks shall have a designated office on the site and sign on the property providing information as to office location.

(v) *Refuse collection.* Provision shall be made with the sanitation department for sanitation service at a central location. Refuse storage containers and storage area shall conform to health department requirements.
(Code 1972, § 15½-4; Ord. No. 553, § 4)

Editor's note—Exhibits A, B, C and D are not set out herein, but are on file and available for inspection in the office of the city clerk.

Sec. 41-65. Rules and regulations for park to be adopted by owner.

(a) It shall be the duty of the owner, his agent, representative, or manager to prescribe rules and regulations for the management of the park, to make adequate provisions for the enforcement of such rules, and to subscribe to any and all subsequent rules and regulations which may be adopted for the management of such park. Copies of all such rules and regulations shall be furnished to the city clerk on request. In addition thereto, it shall be the duty of the owner, his agent, representative, or manager to comply strictly with the following:

(1) Provide for regular inspections of all public and private utilities.

(2) Provide location for the collection and removal of garbage and other waste material.

(3) Prohibit the placing or storage of unsightly material or vehicles of any kind.

(4) All sewer traps not in use shall be capped and watertight.

(5) Provide and maintain safe and sanitary public and private utility connections to each lot.

(6) Maintain a neat, clean and safe park.

(b) It shall be the duty of each owner or manager to keep a register containing a record of all guests. The register shall contain the following information:

(1) The name and home address of the owner of each recreational vehicle.

(2) The make, model, year of tow vehicle and license number.

(3) The date of arrival and of departure of each recreational vehicle.

(4) The park shall keep the register available for inspection and use at all times by law enforcement officers.

(Code 1972, § 15½-5; Ord. No. 553, § 5)

Sec. 41-66. Licenses.

(a) *License required.* It shall be unlawful for any person to operate a park within the limits of the City of La Marque, Texas, unless he holds a valid license issued annually by the city clerk in the name of such person for the specific park. All applications for licenses shall be made in writing on forms furnished by the city clerk, who shall issue a license upon compliance by the applicant with provisions of this chapter.

(b) *Hearing granted applicants.* Any person whose application for a license under this chapter has been denied may request and shall be granted a hearing on the matter before the city council under the procedure provided by section 41-68(b) of this article.

(c) *Procedure for license renewal.* All licenses shall be renewable on December 31 of each year. Upon application for renewal, an affidavit must be signed stating information concerning changes made either in park area or facilities within the past year. If changes are made, approval of such changes by appropriate city officials shall be required for license renewal. The city will inspect the park and must receive payment of permit fee prior to issuing the license.

(d) *License fee.* A minimum fee for parking spaces shall be established from time to time by ordinance as set in Appendix A.

(e) *Transfer of license.* Every person holding a license shall give notice in writing to the city clerk within ten days after having sold, transferred, given away, or otherwise disposed of interest in or control of any recreational vehicular park. Application for transfer of license shall be made within 30 calendar days after notification of change as provided in this subsection. Within ten calendar days thereafter, the city shall act on the application for license transfer and it shall be approved if the park is in compliance with the provisions of this article.

(f) *Transfer of license fee.* All applications for license transfer shall be accompanied by a fee as determined from time to time by ordinance.

(g) *Violations; notice; suspension of license.* Whenever, upon inspection of any park, the city building inspector, after consultation with the fire marshal, and/or the health department, if deemed necessary by him, finds that conditions or practices exist which are in violation of any provision of this chapter applicable to such park, he shall give notice in writing in accordance with section 41-68 to the licensee or his agent that unless such conditions are corrected within the time specified in such notice, the license shall be suspended. At the end of such a period of time, the city building inspector shall reinspect such park requesting assistance from other city departments as may be required, and if such conditions have not been corrected, he shall suspend the license and give notice in writing of such suspension to the licensee or his agent. Upon receipt of notice of such suspension, licensee shall cease operation of such park.
(Code 1972, § 15½-6; Ord. No. 553, § 6)

Sec. 41-67. Inspection.

(a) *Inspections required.* The city building inspector, the city health officer, the fire marshal, the police chief and the tax assessor-collector are hereby authorized and directed to make such inspections as are necessary to determine compliance with this chapter.

(b) *Entry on premises.* The city building inspector, the city health officer, the fire marshal, the police chief and the tax assessor-collector shall have the power to enter at reasonable times upon any private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of this chapter. The owner or manager may be present at time of inspections, at their request.
(Code 1972, § 15½-7; Ord. No. 553, § 7)

Sec. 41-68. Notices, hearings and orders.

(a) *Notice of violations; requirements of notice.* Whenever it is determined that there are grounds to believe that there has been a violation of any provision of this article, the city building inspector shall give notice of such alleged violation to the licensee or agent, as hereinafter provided. Such notice shall:

(1) Be in writing.

(2) Include a statement of the reasons for its issuance.

(3) Allow a reasonable time for the performance of the act it requires.

(4) Be served upon the licensee or his agent provided that such notice or order shall be deemed to have been properly served upon such licensee or agent when a copy thereof has been sent by mail to his last known address, or when he has been served with such notice by any method authorized or required by the laws of this state.

(5) Contain an outline of remedial actions which, if taken, will effect compliance with the provisions of this article.

(b) *Appeal from denial of permit of the city building inspector.* Any person affected by the refusal of the city building inspector to issue a permit under the provisions of this chapter, may request and shall be granted a hearing on the matter before the city council provided that such person shall file within three days after the day the permit was refused, in the office of the city building inspector, a written petition requesting such hearing and setting forth a brief statement of the grounds therefor. Upon receipt of such petition, the city clerk shall request the city council to set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing, the petitioner shall be given an opportunity to be heard and to show why such refusal should be modified or withdrawn.

(c) *Appeal from notice issued by the city clerk.* Any person affected by any notice which has been issued in connection with the enforcement of any provision of this article applicable to such park, by the city building inspector, may request and shall be granted a hearing on the matter before the city council, provided that such person shall file, within three days after the day the notice was served, in the office of the city building inspector, a written petition requesting such hearing and setting forth a brief statement of the grounds therefor. The filing of the request for a hearing shall operate as a stay of the notice and of the suspension, except in the case of an order issued under section 41-68(e) of this article. Upon receipt of such petition, the city clerk shall request the city council to set a time and place of such hearing, and shall give the petitioner written notice thereof. At such hearing, the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn.

(d) *Hearing; order.* After such hearing, the city building inspector shall issue an order in writing as directed by the city council, sustaining, modifying or withdrawing the refusal, which order shall be served as provided in section 41-68(a) hereof. Upon failure to comply with an order by the city building inspector sustaining or modifying a decision thereof, the occupancy permit and the license of the park affected by the order shall be revoked.

(e) *Order without notice.* Whenever the city building inspector finds that an emergency exists which requires immediate action to protect the public health or safety, he may without notice or hearing issue an order reciting the existence of such an emergency and requiring that action be taken as he may deem necessary to meet the emergency. Notwithstanding any other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon written petition to the city building inspector shall be afforded a hearing as soon as possible. The provisions of section 41-68(d) shall be applicable to such hearing and the order issued thereafter.
(Code 1972, § 15½-8; Ord. No. 553, § 8)

Sec. 41-69. Occupancy limitation.

It shall be unlawful for the owner of any recreational vehicular park to allow any recreational vehicle to remain within the park for a period of more than 180 days. The owner is specifically prohibited from allowing the placement of any mobile home at any time on the park premises.
(Code 1972, § 15½-9; Ord. No. 553, § 9; Ord. No. 699, § 1)

Sec. 41-70. Enforcement authority.

It shall be the duty of the city building inspector or his designee to enforce all provisions of this article.
(Code 1972, § 15½-10; Ord. No. 553, § 10)

Sec. 41-71. Penalty clause.

Any person, firm or corporation violating the provisions hereof shall on conviction be fined in accordance with the general penalty provisions in section 1-7.
(Code 1972, § 15½-11; Ord. No. 553, § 11)

Secs. 41-72—41-100. Reserved.

CITY COUNCIL AGENDA FORM

Meeting Date:	**June 8, 2015**	Agenda item:	**9a**
Prepared by:	**Alex Getty**	Reviewed by:	*Carol Buttler*
Department:	**EDC**		

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2015-009**, the levy of PID assessment for Painted Meadows, Section III, as provided by John F. Howell Jr. ***THIS IS THE FIRST READING***.

[X] **Attachments for reference**

1. Ordinance
2. Independent Accountants' Report provided by McGrath & Co., PLLC
3 Memorandum from John F. Howell Jr. dated October 10, 2014
4. October 16, 2014 - EDC Minutes
5. October 27, 2014 – Minutes of City Council

Staff Briefing:

- The development Painted Meadows requires La Marque City Council to levy the PID assessment for each section of the development
- The fee for services provided by McGrath & Co., PLLC ($3,750) to be paid from PID 1 account
- Approved in City Council Meeting, but not by City Ordinance
- City Attorney has reviewed and approved this Ordinance

Target Implementation: June 22, 2015

Significant Action Dates:
October 16, 2014 - Item approved by the EDC
October 27, 2014- Item approved by City Council

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

Action:

[X] Ordinance

[ ] Resolution

[ ] Special Presentation

[ ] Proclamation

[ ] Finance Report

[ ] Public Hearing

[ ] Other

[x] Mark if this item does not conflict with any Resolution, Ordinance or City Charter

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CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to adopt Ordinance No. **O-2015-009**, the levy of PID assessment for Painted Meadows, Section III, as provided by John F. Howell Jr. ***THIS IS THE FIRST READING***

Fiscal Impact: Painted Meadows, Section III consists of approximately 65 single family residential lots for development and increase of the property tax roll.

ORDINANCE NUMBER O-2015-009

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS LEVYING A SPECIAL ASSESSMENT ON CERTAIN PROPERTY IN PUBLIC IMPROVEMENT DISTRICT NUMBER ONE, (PAINTED MEADOWS SECTION III).

WHEREAS, the City Council of the City of La Marque, Texas (the "Council") passed and approved Resolution Numbers 966 and 967 dated August 11, 2003, authorizing the establishment and creation of the City of La Marque Public Improvement District Number One (Painted Meadows); and

WHEREAS, by action on April 25, 2003, the Council approved a service and assessment plan for Public Improvement District Number One; and

WHEREAS, the total costs of an improvement project for Public Improvement District Number One have now been determined and reviewed by the City's auditors; and

WHEREAS, a proposed assessment roll incorporating the costs of the public improvement project has been prepared and is on file with the City; and

WHEREAS, the City Council called a public hearing to consider the proposed assessments, directed that the proposed assessment roll be filed with the City Clerk and made available for public inspection during ordinary business hours of that office; and

WHEREAS, notice by mail and publication of the public hearing having been given as required by law and the hearing having been held by the City Council on this 22nd day of June, 2015, at which time all objections were heard and passed on;

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

Section 1. The Service and Assessment Plan containing the total cost of the improvements for Section Three Residential, attached hereto and by this reference made a part hereof, is hereby approved. The apportionment of the cost of the improvement shall be made on the basis of special benefits accruing to the property because of the improvement.

Section 2. A special assessment of $97,500.00 ($1,500 per annum) distributed evenly per lot is hereby levied on such property located in Public Improvement District Number One-Section III, consisting of 65 single family lots, all as described on the assessment roll, attached hereto and by this reference made a part hereof.

Section 3. The assessment will be paid annually in approximately equal installments over a 20 year period commencing no sooner than calendar year 2015 and no later than calendar year 2019 and will be delinquent if not paid by January 31 following each calendar year. The assessment shall bear interest at the rate of 0.331% per annum.

Section 4. An assessment, with interest, the expense of collection and reasonable attorney's fees, if incurred, is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owners of the property regardless of whether the owners are named.

Section 5. The lien is effective from the date of this Ordinance until the assessment is paid and may be enforced in the same manner that an ad valorem tax lien against real property may be enforced by this governing body.

Section 6. The owner of assessed property may pay at any time the entire assessment, with interest that has accrued on the assessment.

Section 7. The facts and opinions in the preamble of this ordinance are true and correct. The contents of the notice of public hearing, which hearing was held before the City Council immediately prior to consideration of this ordinance, and the publication and circulation of said notice is hereby ratified, approved and confirmed.

Section 8. 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 9. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and rapidly accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Section 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. Pursuant to the provisions of Article II, Section 21 of the City Charter, and in light of the adoption of this Ordinance by an affirmative vote of a four-fifth (4/5) majority of the Council members present, this Ordinance may be published by caption only.

Section 11. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED AND APPROVED on the first reading this the _____ day of June, 2015.

PASSED AND ADOPTED on the second and final reading this the _____ day of __________, 2015.

CITY OF LA MARQUE, TEXAS

____
Bobby Hocking, Mayor

ATTEST:

____
Robin Eldridge, City Clerk

APPROVED AS TO FORM:

____
Ellis Ortego, City Attorney

City of La Marque
Public Improvement District No. 1
Painted Meadows Section 3

Assessment Rate per linear front foot:	$ 29.69845
Prevailing Average Front Foot:	$ 50.50769
Assessment per Lot (annual):	$ 1,500.00
Assessment per Lot (20-year total):	$ 30,000.00

Assessment Roll, Block 1

	Section	Lot	Block	Rate	Annual Assessment	Total
1	Section 3	Lot 1	Block 1	$ 29.70	$ 1,500.00	$ 30,000.00
2	Section 3	Lot 2	Block 1	$ 29.70	$ 1,500.00	$ 30,000.00
3	Section 3	Lot 3	Block 1	$ 29.70	$ 1,500.00	$ 30,000.00
4	Section 3	Lot 4	Block 1	$ 29.70	$ 1,500.00	$ 30,000.00
5	Section 3	Lot 5	Block 1	$ 29.70	$ 1,500.00	$ 30,000.00
6	Section 3	Lot 6	Block 1	$ 29.70	$ 1,500.00	$ 30,000.00
7	Section 3	Lot 7	Block 1	$ 29.70	$ 1,500.00	$ 30,000.00
8	Section 3	Lot 8	Block 1	$ 29.70	$ 1,500.00	$ 30,000.00
					$12,000.00	$240,000.00

Assessment Roll, Block 2

	Section	Lot	Block	Rate	Annual Assessment	Total
9	Section 3	Lot 1	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
10	Section 3	Lot 2	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
11	Section 3	Lot 3	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
12	Section 3	Lot 4	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
13	Section 3	Lot 5	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
14	Section 3	Lot 6	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
15	Section 3	Lot 7	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
16	Section 3	Lot 8	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
17	Section 3	Lot 9	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
18	Section 3	Lot 10	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
19	Section 3	Lot 11	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
20	Section 3	Lot 12	Block 2	$ 29.70	$ 1,500.00	$ 30,000.00
					$18,000.00	$360,000.00

Assessment Roll, Block 3

	Section	Lot	Block	Rate	Annual Assessment	Total
21	Section 3	Lot 1	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
22	Section 3	Lot 2	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
23	Section 3	Lot 3	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
24	Section 3	Lot 4	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
25	Section 3	Lot 5	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
26	Section 3	Lot 6	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00

City of La Marque
Public Improvement District No. 1
Painted Meadows Section 3

Assessment Rate per linear front foot:	$ 29.69845
Prevailing Average Front Foot:	$ 50.50769
Assessment per Lot (annual):	$ 1,500.00
Assessment per Lot (20-year total):	$ 30,000.00

Assessment Roll, Block 3 - Continued

	Section	Lot	Block	Rate	Annual Assessment	Total
27	Section 3	Lot 7	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
28	Section 3	Lot 8	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
29	Section 3	Lot 9	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
30	Section 3	Lot 10	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
31	Section 3	Lot 11	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
32	Section 3	Lot 12	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
33	Section 3	Lot 13	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
34	Section 3	Lot 14	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
35	Section 3	Lot 15	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
36	Section 3	Lot 16	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
37	Section 3	Lot 17	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
38	Section 3	Lot 18	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
39	Section 3	Lot 19	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
40	Section 3	Lot 20	Block 3	$ 29.70	$ 1,500.00	$ 30,000.00
					$30,000.00	$600,000.00

Assessment Roll, Block 4

	Section	Lot	Block	Rate	Annual Assessment	Total
41	Section 3	Lot 1	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
42	Section 3	Lot 2	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
43	Section 3	Lot 3	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
44	Section 3	Lot 4	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
45	Section 3	Lot 5	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
46	Section 3	Lot 6	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
47	Section 3	Lot 7	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
48	Section 3	Lot 8	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
49	Section 3	Lot 9	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
50	Section 3	Lot 10	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
51	Section 3	Lot 11	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
52	Section 3	Lot 12	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
53	Section 3	Lot 13	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
54	Section 3	Lot 14	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
55	Section 3	Lot 15	Block 4	$ 29.70	$ 1,500.00	$ 30,000.00
					$22,500.00	$450,000.00

City of La Marque
Public Improvement District No. 1
Painted Meadows Section 3

Assessment Rate per linear front foot:	$ 29.69845
Prevailing Average Front Foot:	$ 50.50769
Assessment per Lot (annual):	$ 1,500.00
Assessment per Lot (20-year total):	$ 30,000.00

Assessment Roll, Block 5

	Section	Lot	Block	Rate	Annual Assessment	Total
56	Section 3	Lot 1	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
57	Section 3	Lot 2	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
58	Section 3	Lot 3	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
59	Section 3	Lot 4	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
60	Section 3	Lot 5	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
61	Section 3	Lot 6	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
62	Section 3	Lot 7	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
63	Section 3	Lot 8	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
64	Section 3	Lot 9	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
65	Section 3	Lot 10	Block 5	$ 29.70	$ 1,500.00	$ 30,000.00
					$15,000.00	$300,000.00

Assessment Roll, Recap

	Block	Total Distance	Total Lots	Avg. Front Foot	Rate	Annual Assessment	Total
1	Block 1	400	8	50.0	$ 30.00	$12,000.00	$240,000.00
2	Block 2	610	12	50.8	$ 29.51	$18,000.00	$360,000.00
3	Block 3	1009	20	50.5	$ 29.73	$30,000.00	$600,000.00
4	Block 4	767	15	51.1	$ 29.34	$22,500.00	$450,000.00
5	Block 5	497	10	49.7	$ 30.18	$15,000.00	$300,000.00
	Total	**3283**	**65**	**50.5**	**$ 29.70**	**$97,500.00**	**$1,950,000.00**

McGrath & Co., PLLC

Certified Public Accountants
P.O. Box 270148
Houston, Texas 77277

Mark W. McGrath CPA
mark@mcgrath-co.com

Colette M. Garcia CPA
colette@mcgrath-co.com

Independent Accountants' Report

Board of Directors
La Marque Public Improvement District No. 1
La Marque, Texas

We have performed the procedures enumerated below, which were agreed to you, solely to assist you and the City of La Marque, Texas (the City), in determining amounts to be paid by the City of La Marque, Texas, Public Improvement District No. 1 (the District) to Painted Meadows 1764, Ltd., (the developer) from the proceeds of future assessments or future bond proceeds. This engagement to apply agreed upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below for the purpose for which this report has been requested or for any other purpose. Our procedures were as follows:

1. We obtained copies of invoices and copies of checks supporting project costs incurred by the developer.

2. We reviewed the invoices to ensure costs submitted were related to the District projects. The invoices were also reviewed to ensure charges were not duplicated and the periods of service did not overlap.

3. We computed interest in accordance with the Development and Financing Agreement between the City and the developer.

The results of our procedures are described in the attached Schedule A.

We were not engaged to, and did not, perform an audit, the objective of which would be the expression of an opinion on the amounts to be paid to the developer. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Board of Directors
La Marque Public Improvement District No. 1

This report is intended solely for the use of the specified users and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

We appreciate the opportunity to be of service to the Zone and the courtesy and cooperation extended to us by the developer and the Zone's consultants during the course of our engagement. Please feel free to contact us regarding any of the items referred to above or any other matters of concern.

McGrath & Co, PLLC

Houston, Texas
September 30, 2014

SCHEDULE A
PUBLIC IMPROVEMENT DISTRICT NO. 1
CITY OF LA MARQUE, TEXAS
RECAPITULATION OF AMOUNTS TO BE PAID TO
PAINTED MEADOWS 1764, LTD.
As of September 30, 2014

Description	Reimbursable Cost	Interest
R Construction Company		
Painted Meadows Section 3, utilities and paving	$ 1,674,400	$ 10,631
Costello, Inc.		
Engineering services for Painted Meadows Section 3	193,298 *	5,604
Total reimbursable to developer	$ 1,867,698	$ 16,235

* Of this amount, $60,037 has not yet been paid by the developer. No interest computed on this amount.

THE GMS GROUP, L.L.C.
GALLERIA FINANCIAL CENTER
5075 WESTHEIMER, SUITE 1175
HOUSTON, TEXAS 77056-5606

Memorandum

Date: October 10, 2014

TO: Alex Getty, Executive Director
La Marque Economic Development Corporation

From: John F. Howell, Jr.
The GMS Group, L.L.C.

RE: Documentation Regarding Annual Assessment Payments for Painted Meadows PID No. 1, Phase III

At the request of Randy Hall I am providing you with documentation regarding the $1,500 annual payments to be made by each of the homes for the assessments in Painted Meadows, PID No. 1, Phase III. The calculations below are based upon the findings in the "audit" provided by McGrath & Co., PLLC in their letter to the Economic Development Corporation dated August 20, 2014.

I have also spoken with Randy Hall and he concurs that the $1,500 is consistent with the developer's business plan for Phase III.

The $1,500 annual payment is derived as follows:

- Total reimburseable cost (per the McGrath & Co., PLLC letter are $1,883,841).
- An assumed interest rate of 0.331% annual interest rate (which is much less than the Prime plus 2% annual interest rate that is allowed per the original documents – in this case the developers will not be able to receive all the interest that is allowed per the Painted Meadow PID No. 1 documentation). Also you should note that Prime plus 2% has never been as low as "1/3 of 1%".
- Assume that the assessment will be amortized/paid for over a 20-year period of time (which is consistent with the PID payment structures for included in the PID Painted Meadows PID No. 1 documentation and is also consistent with what has been done in Painted Meadows PID No. 1, Phases I and II).
- The total annual payments for all 65 lots based upon the assumptions included in the previous 3 bullet points is $97,500 per year.
- If we divide the $97,500 per year by these 65 lots located in Painted Meadows, Phase III then the annual payment per homeowner will equal $1,500 per year per homeowner.

Please feel free to give me a call if I can answer any questions that you may have with regards to the annual assessment payments in Painted Meadows PID 1, Phase III. I can be reached at office 713-626-3552 or cell 713-870-6502.

8b EDC 1c John F. Howell Jr. Memo 10 10 2014 rev

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING MINUTES
October 16, 2014

1. CALL TO ORDER
President Crowder called the meeting to order at 8:04 a.m.

2. ROLL CALL

PRESENT:	ABSENT:
Ron Crowder, President	Bill Charbonneau
Gene Smith, Secretary	
Deannie Barrett	
Bobby Hocking	

3. APPROVAL OF MINUTES
a. Regular Meeting of September 18, 2014
Board member Hocking made a motion to approve the minutes of September 18, 2014. Board member Smith seconded. Motion passed unanimously.

4. FINANCIAL REPORT
a. Presentation of Monthly Financial Report
The Finance Report stands as submitted.

5. PRESENTATION
a. Randy Hall; Painted Meadows
Mr. Hall recommended that the assessment of $1500.00, per lot, per year, per home owner be approved based upon the "audit" performed provided by McGrath & Co., for the homes in PID No. 1, Painted Meadows, Phase III.

b. Mark McGrath; McGrath & Co., PLLC
Mr. McGrath briefly discussed the annual percentage rate and how the assessment amount was determined in the recent "audit".

6. NEW BUSINESS
a. Discussion/possible action to approve Painted Meadows, Section 3 PID assessment provided by McGrath & Co., PLLC
Board member Smith made a motion to approve Painted Meadows, Section 3 PID assessment provided by McGrath & Co., PLLC. Board member Barrett seconded. Motion passed unanimously.

b. Discussion/possible action to approve the amount of assessment for Painted Meadows, Section 3 provided by McGrath & Co., PLLC as recommended by their Financial Advisor, John F. Howell

Board member Hocking made a motion to approve the amount of assessment for Painted Meadows, Section 3 provided by McGrath & Co., PLLC as recommended by their Financial Advisor, John F. Howell. Board member Smith seconded. Motion passed unanimously.

c. Discussion/possible action to approve payment of invoice number 1823 from Marsh Darcy Partners

After a brief explanation, Board member Barrett made a motion to approve payment of invoice number 1823 from March Darcy Partners. Board member Smith seconded. Motion passed unanimously.

d. Discussion/possible action regarding cash transfer authorizations dated 10/9/14

After a brief explanation, Board member Barrett made a motion to authorize the cash transfer dated 10/9/2014. Board member Smith seconded. Motion passed unanimously.

e. Discussion/possible action regarding a two issue run with Trade & Industry Development magazine

After a brief explanation, Board member Hocking made a motion for a two issues run with trade & Industry Development magazine. Board member Smith seconded. Motion passed unanimously.

f. Discussion/possible action to advertise in the Texas City/La Marque Chamber Magazine

After a brief explanation, Board member Barrett made a motion to advertise in the Texas City/La Marque Chamber Magazine. Board member Smith seconded. Motion passed unanimously.

7. OLD BUSINESS - There was none

8. DISCUSSION

a. Director's Report - report may include past, present, or future projects

The Executive Director asked the Board for date for an upcoming Retreat he is scheduling.

9. EXECUTIVE SESSION

a. Section 551.072 of the Government Code - deliberations about real property - land acquisition and or sale

Chairman Crowder recessed the Regular meeting and went into Executive Session at 8:17 a.m.

Chairman Crowder reconvened the regular meeting at 8:30 a.m.

10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

a. Consider land acquisition and or sale

Board member Hocking made a motion to the first item discussed in the Executive Session, adopting a corporate resolution for the sale of and purchase of properties located on I-45 (property exchange Mancuso). Board member Smith seconded. Motion passed unanimously.

Board member Smith made a motion to authorize the Executive Director to participate in an online auction for the possible purchase of a piece of property located off of 1765 on the west side of the freeway. The auction begins on October 27 and ends on October 29, 2014.

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS

Chairman Crowder reported that some discussion had been evolving on a possible ice skating rink within the City limits and also an RV Park on Maxwell. Board member Hocking reported that Crescent Electric had been named Business of the Month by the Texas City/La Marque Chamber of Commerce and reminded all of Bayou Fest that will be taking place on October 18, 2014.

12. ADJOURNMENT

It was the consensus of the Board to adjourn the regular meeting at 8:45 a.m.

Ron Crowder, President

Robin Eldridge

Robin Eldridge, TRMC
City Clerk

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La Marque, Texas 77568
409.938.9202

City of La Marque
Regular Minutes
October 27, 2014

Minutes of the Regular Meeting of the City Council of the City of La Marque, Texas that was conducted on Monday, October 27, 2014 at 6:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

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

(2) ROLL CALL

Mayor Hocking
Mayor Pro-Tem Bell
Councilmember Lane
Councilmember Brown
Councilmember Trube

City Manager Buttler
City Attorney Ortego
City Clerk Eldridge

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
Mayor Hocking dispensed the invocation and Sonny Hall led the Pledge of Allegiance.

(4) MINUTES
a. City Council Regular Meeting Minutes of October 13, 2014.
** Councilmember Trube made a motion to approve the City Council Regular Minutes of October 13, 2014.
** Councilmember Bell seconded the motion. **<u>MOTION CARRIED UNANIMOUSLY.</u>**

(5) PRESENTATION
a. Recognition of New Employees - Paul Hunter and Tony Wright
Fire Chief Grimm along with Mayor Hocking welcomed the two new employees to the Fire Department.
b. Recognition and Appreciation
Councilmember Trube read the agenda items thanking Mac McGaffey and the Parks Board, the Texas City-La Marque Chamber of Commerce, Amoco Federal Credit Union and all the employees and volunteers of the 2014 Bayou Fest. Mayor Hocking added that there would be certificates of appreciation to each of the sponsors and others that need to be recognized.

(6) CITIZEN'S PARTICIPATION
a. Robert Michetick 24 North Curlew, in Omega Bay announced his intention to run for Council in District "C" in the next municipal election. Born in Galveston, he works in Houston and plans on living here the rest of his life. Says that he could share wealth of

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experience and knowledge has worked for AT& T for over forty years and hopes to be an asset to the team.

b. Geraldine Sam, 2412 Stonewall condolences to the Mayor on regarding his brothers' serious condition. Announced that it is Red Ribbon Week (Drug Free). She added, that it is time that the City hired local employees, recommended Sergeant Cravens for the Police Chief position. "We should hire someone that is local and that knows the community, versus going outside of La Marque." Reported several overgrown vacant lots and lots with houses along Lake Road, Thompson and Rosalie areas. She asked what steps she could take to get the lots cleaned up and mowed.

Ms. Sam was told that there is process in which to get the properties cleaned up and mowed, and that the areas mentioned will get the needed attention.

c. Mr. Guillory, 2017 Bayou, reported that his street is very dark even with all the porch lights on from himself and his neighbors, and asked about getting a street light. He reiterated what Ms. Sam said about hiring locally, the City should hire a Chief that has been here and that knows La Marque and La Marque knows them.

It was clarified that the City Council does not appoint the Police Chief, and that the City Manager will be making a recommendation to Council, and has heard the citizens comments.

(7) OLD BUSINESS - None

(8) NEW BUSINESS

a. Discussion/possible action regarding canceling the second Regular City Council Meetings of November 24, 2014 and December 22, 2014 due to Thanksgiving and Christmas Holidays.

** Councilmember Lane made a motion to cancel the second Regular City Council Meetings of November 24, 2014 and December 22, 2014 due to Thanksgiving and Christmas Holidays.

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

b. Discussion/possible action regarding the levy of PID assessment for Painted Meadows, Section 3, as provided by John F. Howell, Jr.

** Councilmember Bell made a motion to approve the levy of PID assessment for Painted Section 3, as provided by John F. Howell, Jr.

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

(9) CITY MANAGER'S REPORT (no action needed)

- Development Services
- Police/OEM
- Fire/EMS
- Public Works

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Councilmember Trube referred to page 59, asked for the man hours to be broken down as to how many employee it took to work the hours described. Also, asked that the front of City Hall be swept and the trash emptied on a regular basis. The City Manager stated that this service is included in the current janitorial contract and staff would contact the janitorial company about the oversight.

Councilmember Bell asked who has taken over the previous Development Services Department, in particular the Code Enforcement portion and whether the code enforcement violations were "complaint driven"; to which the City Manager replied that the Public Works Director has been overseeing this department and said that some violations were complaint driven but also proactive efforts such as sweeps throughout neighborhoods including working on Saturday mornings were also being done.

Mayor Hocking complimented Code Enforcement Officer Mr. Singleton and City Marshall Ms. Van Stavern on their jobs enforcing the codes.

(10) EXECUTIVE SESSION – There was no Executive Session

(11) REQUESTS AND ANNOUNCEMENTS

Councilmember Trube thanked all for attending and thanked Mr. Grimm for the information he had provided to her and then added for all to enjoy their weekend.

Mayor Hocking reported that a contract had come in earlier in the day that required his and the City Manager's signature, and that under his purview as the signor of grant documents, it would be signed and that the item will come before City Council at the next meeting, for ratifying the expenditures associated with the contract.

Councilmember Brown congratulated Crescent Electric for being named Business of the Month, and Congratulated Mr. Singleton and the finishing of his training at H-GAC, and sent condolences to the Mayor for his bothers condition.

Councilmember Lane thanked all for coming out and reminded all to exercise their right to vote.

Councilmember Bell reported that the street lights were out at Sparks and Cedar and Sparks and Margot; then asked for a status on North Campus Heights repairs.

Mayor Hocking congratulated Crescent Electric, encouraged all to exercise their right to vote, Early Voting ends on the 31st of October and Election Day is November 4, 2014. Expressed condolences on the passing of one of the previous Mayors Bill Charbonneau.
Thanked all for the prayers for his brother Dr. Joe Hocking.

(12) ADJOURNMENT

Councilmember Trube made a motion to adjourn the meeting at 6:25 p.m. Councilmember Lane Seconded. **MOTION CARRIED UNANIMOUSLY.**

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Robin Eldridge, TRMC
City Clerk

Bobby Hocking, Mayor

CITY COUNCIL AGENDA FORM

Meeting Date:	**June 8, 2015**	Agenda item:	**9b**
Prepared by:	**Alex Getty**	Reviewed by:	Carol Buttler
Department:	**EDC**		

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the approval of the assessment report provided by McGrath & Co., PLLC and adopting Ordinance No. **O-2015-0010**, the levy of PID assessment for Painted Meadows, Section IV, as provided by John F. Howell Jr. ***THIS IS THE FIRST READING***.

[X] **Attachments for reference**

1. Ordinance
2. Independent Accountants' Report provided by McGrath & Co., PLLC
3. Memorandum from John F. Howell Jr. dated May 11, 2015
4. May 21, 2015 – Draft - EDC Minutes

Staff Briefing:

- The development Painted Meadows requires La Marque City Council to levy the PID assessment for each section of the development
- The fee for services provided by McGrath & Co., PLLC ($4,500) to be paid from PID 1 account
- Ordinance has been reviewed and approved by the City Attorney

Target Implementation: June 22, 2015

Significant Action Dates:
May 21, 2015- Item approved by the EDC

Action:

[X] Ordinance

[ ] Resolution

[ ] Special Presentation

[ ] Proclamation

[ ] Finance Report

[ ] Public Hearing

[ ] Other

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

[x] Mark if this item does not conflict with any Resolution, Ordinance or City Charter

CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to approve the assessment report provided by McGraph & Co., PLLC, and adopting Ordinance No. **O-2015-0010**, the levy of PID assessment for Painted Meadows, Section IV, as provided by John F. Howell Jr. ***THIS IS THE FIRST READING***

Fiscal Impact: Painted Meadows, Section IV consists of approximately 136 single family residential lots for development that will increase the property tax roll.

ORDINANCE NUMBER O-2015-0010

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS LEVYING A SPECIAL ASSESSMENT ON CERTAIN PROPERTY IN PUBLIC IMPROVEMENT DISTRICT NUMBER ONE (PAINTED MEADOWS SECTION IV).

WHEREAS, the City Council of the City of La Marque, Texas (the "Council") passed and approved Resolution Numbers 966 and 967 dated August 11, 2003, authorizing the establishment and creation of the City of La Marque Public Improvement District Number One (Painted Meadows); and

WHEREAS, by action on April 25, 2003, the Council approved a service and assessment plan for Public Improvement District Number One; and

WHEREAS, the total costs of an improvement project for Public Improvement District Number One have now been determined and reviewed by the City's auditors; and

WHEREAS, a proposed assessment roll incorporating the costs of the public improvement project has been prepared and is on file with the City; and

WHEREAS, the City Council called a public hearing to consider the proposed assessments, directed that the proposed assessment roll be filed with the City Clerk and made available for public inspection during ordinary business hours of that office; and

WHEREAS, notice by mail and publication of the public hearing having been given as required by law and the hearing having been held by the City Council on this 22nd day of June, 2015, at which time all objections were heard and passed on;

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

Section 1. The Service and Assessment Plan containing the total cost of the improvements for Section Four Residential, attached hereto and by this reference made a part hereof, is hereby approved. The apportionment of the cost of the improvement shall be made on the basis of special benefits accruing to the property because of the improvement.

Section 2. A special assessment of $204,016.00 ($1,500 per annum) distributed evenly per lot is hereby levied on such property located in Public Improvement District Number One-Section IV, consisting of 136 single family lots, all as described on the assessment roll, attached hereto and by this reference made a part hereof.

Section 3. The assessment will be paid annually in approximately equal installments over a 20 year period commencing no sooner than calendar year 2015 and no later than calendar year 2019 and will be delinquent if not paid by January 31 following each calendar year. The assessment shall bear interest at the rate of 3.911% per annum.

Section 4. An assessment, with interest, the expense of collection and reasonable attorney's fees, if incurred, is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owners of the property regardless of whether the owners are named.

Section 5. The lien is effective from the date of this Ordinance until the assessment is paid and may be enforced in the same manner that an ad valorem tax lien against real property may be enforced by this governing body.

Section 6. The owner of assessed property may pay at any time the entire assessment, with interest that has accrued on the assessment.

Section 7. The facts and opinions in the preamble of this ordinance are true and correct. The contents of the notice of public hearing, which hearing was held before the City Council immediately prior to consideration of this ordinance, and the publication and circulation of said notice is hereby ratified, approved and confirmed.

Section 8. 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 9. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and rapidly accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Section 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. Pursuant to the provisions of Article II, Section 21 of the City Charter, and in light of the adoption of this Ordinance by an affirmative vote of a four-fifth (4/5) majority of the Council members present, this Ordinance may be published by caption only.

Section 11. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED AND APPROVED on the first reading this the _____ day of June, 2015.

PASSED AND ADOPTED on the second and final reading this the _____ day of June, 2015.

____
Bobby Hocking, Mayor

ATTEST:

____
Robin Eldridge, City Clerk

APPEOVED AS TO FORM:

____
Ellis Ortego, City Attorney

City of La Marque
Public Improvement District No. 1
Painted Meadows Section 4

Assessment Rate per linear front foot:	$ 30.05746
Prevailing Average Front Foot:	$ 49.90441
Assessment per Lot (annual):	$ 1,500.00
Assessment per Lot (20-year total):	$ 30,000.00

Assessment Roll, Block 1

	Section	Lot	Block	Rate	Annual Assessment	Total
1	Section 4	Lot 1	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
2	Section 4	Lot 2	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
3	Section 4	Lot 3	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
4	Section 4	Lot 4	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
5	Section 4	Lot 5	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
6	Section 4	Lot 6	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
7	Section 4	Lot 7	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
8	Section 4	Lot 8	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
9	Section 4	Lot 9	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
10	Section 4	Lot 10	Block 1	$ 30.06	$ 1,500.00	$ 30000.00
					$15,000.00	$ 300,000.00

Assessment Roll, Block 2

	Section	Lot	Block	Rate	Annual Assessment	Total
11	Section 4	Lot 1	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
12	Section 4	Lot 2	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
13	Section 4	Lot 3	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
14	Section 4	Lot 4	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
15	Section 4	Lot 5	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
16	Section 4	Lot 6	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
17	Section 4	Lot 7	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
18	Section 4	Lot 8	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
19	Section 4	Lot 9	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
20	Section 4	Lot 10	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
21	Section 4	Lot 11	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
22	Section 4	Lot 12	Block 2	$ 30.06	$ 1,500.00	$ 30000.00
					$18,000.00	$ 360,000.00

Assessment Roll, Block 3

	Section	Lot	Block	Rate	Annual Assessment	Total
23	Section 4	Lot 1	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
24	Section 4	Lot 2	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
25	Section 4	Lot 3	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
26	Section 4	Lot 4	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
27	Section 4	Lot 5	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
28	Section 4	Lot 6	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
29	Section 4	Lot 7	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
30	Section 4	Lot 8	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
31	Section 4	Lot 9	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
32	Section 4	Lot 10	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
33	Section 4	Lot 11	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
34	Section 4	Lot 12	Block 3	$ 30.06	$ 1,500.00	$ 30000.00

City of La Marque
Public Improvement District No. 1
Painted Meadows Section 4

Assessment Rate per linear front foot:	$ 30.05746
Prevailing Average Front Foot:	$ 49.90441
Assessment per Lot (annual):	$ 1,500.00
Assessment per Lot (20-year total):	$ 30,000.00

Assessment Roll, Block 3 - Continued

	Section	Lot	Block	Rate	Annual Assessment	Total
35	Section 4	Lot 13	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
36	Section 4	Lot 14	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
37	Section 4	Lot 15	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
38	Section 4	Lot 16	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
39	Section 4	Lot 17	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
40	Section 4	Lot 18	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
41	Section 4	Lot 19	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
42	Section 4	Lot 20	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
43	Section 4	Lot 21	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
44	Section 4	Lot 22	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
45	Section 4	Lot 23	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
46	Section 4	Lot 24	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
47	Section 4	Lot 25	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
48	Section 4	Lot 26	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
49	Section 4	Lot 27	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
50	Section 4	Lot 28	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
51	Section 4	Lot 29	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
52	Section 4	Lot 30	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
53	Section 4	Lot 31	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
54	Section 4	Lot 32	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
55	Section 4	Lot 33	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
56	Section 4	Lot 34	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
57	Section 4	Lot 35	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
58	Section 4	Lot 36	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
59	Section 4	Lot 37	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
60	Section 4	Lot 38	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
61	Section 4	Lot 39	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
62	Section 4	Lot 40	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
63	Section 4	Lot 41	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
64	Section 4	Lot 42	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
65	Section 4	Lot 43	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
66	Section 4	Lot 44	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
67	Section 4	Lot 45	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
68	Section 4	Lot 46	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
69	Section 4	Lot 47	Block 3	$ 30.06	$ 1,500.00	$ 30000.00
					$70,500.00	$1,410,000.00

City of La Marque
Public Improvement District No. 1
Painted Meadows Section 4

Assessment Rate per linear front foot:	$ 30.05746
Prevailing Average Front Foot:	$ 49.90441
Assessment per Lot (annual):	$ 1,500.00
Assessment per Lot (20-year total):	$ 30,000.00

Assessment Roll, Block 4

	Section	Lot	Block	Rate	Annual Assessment	Total
70	Section 4	Lot 1	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
71	Section 4	Lot 2	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
72	Section 4	Lot 3	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
73	Section 4	Lot 4	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
74	Section 4	Lot 5	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
75	Section 4	Lot 6	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
76	Section 4	Lot 7	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
77	Section 4	Lot 8	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
78	Section 4	Lot 9	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
79	Section 4	Lot 10	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
80	Section 4	Lot 11	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
81	Section 4	Lot 12	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
82	Section 4	Lot 13	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
83	Section 4	Lot 14	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
84	Section 4	Lot 15	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
85	Section 4	Lot 16	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
86	Section 4	Lot 17	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
87	Section 4	Lot 18	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
88	Section 4	Lot 19	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
89	Section 4	Lot 20	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
90	Section 4	Lot 21	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
91	Section 4	Lot 22	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
92	Section 4	Lot 23	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
93	Section 4	Lot 24	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
94	Section 4	Lot 25	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
95	Section 4	Lot 26	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
96	Section 4	Lot 27	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
97	Section 4	Lot 28	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
98	Section 4	Lot 29	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
99	Section 4	Lot 30	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
100	Section 4	Lot 31	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
101	Section 4	Lot 32	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
102	Section 4	Lot 33	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
103	Section 4	Lot 34	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
104	Section 4	Lot 35	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
105	Section 4	Lot 36	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
106	Section 4	Lot 37	Block 4	$ 30.06	$ 1,500.00	$ 30000.00
					$55,500.00	$1,110,000.00

City of La Marque
Public Improvement District No. 1
Painted Meadows Section 4

Assessment Rate per linear front foot:	$ 30.05746
Prevailing Average Front Foot:	$ 49.90441
Assessment per Lot (annual):	$ 1,500.00
Assessment per Lot (20-year total):	$ 30,000.00

Assessment Roll, Block 5

	Section	Lot	Block	Rate	Annual Assessment	Total
107	Section 4	Lot 1	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
108	Section 4	Lot 2	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
109	Section 4	Lot 3	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
110	Section 4	Lot 4	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
111	Section 4	Lot 5	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
112	Section 4	Lot 6	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
113	Section 4	Lot 7	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
114	Section 4	Lot 8	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
115	Section 4	Lot 9	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
116	Section 4	Lot 10	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
117	Section 4	Lot 11	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
118	Section 4	Lot 12	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
119	Section 4	Lot 13	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
120	Section 4	Lot 14	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
121	Section 4	Lot 15	Block 5	$ 30.06	$ 1,500.00	$ 30000.00
					$22,500.00	$ 450,000.00

Assessment Roll, Block 6

	Section	Lot	Block	Rate	Annual Assessment	Total
122	Section 4	Lot 1	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
123	Section 4	Lot 2	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
124	Section 4	Lot 3	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
125	Section 4	Lot 4	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
126	Section 4	Lot 5	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
127	Section 4	Lot 6	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
128	Section 4	Lot 7	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
129	Section 4	Lot 8	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
130	Section 4	Lot 9	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
131	Section 4	Lot 10	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
132	Section 4	Lot 11	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
133	Section 4	Lot 12	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
134	Section 4	Lot 13	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
135	Section 4	Lot 14	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
136	Section 4	Lot 15	Block 6	$ 30.06	$ 1,500.00	$ 30000.00
					$22,500.00	$ 450,000.00

City of La Marque
Public Improvement District No. 1
Painted Meadows Section 4

Assessment Rate per linear front foot:	$ 30.05746
Prevailing Average Front Foot:	$ 49.90441
Assessment per Lot (annual):	$ 1,500.00
Assessment per Lot (20-year total):	$ 30,000.00

Assessment Roll, Recap

	Block	Total Distance	Total Lots	Avg. Front Foot	Rate	Annual Assessment	Total
1	Block 1	499	10	49.9	$ 30.06	$ 15,000.00	$ 300,000.00
2	Block 2	598	12	49.8	$ 30.10	$ 18,000.00	$ 360,000.00
3	Block 3	2297	47	48.9	$ 30.69	$ 70,500.00	$1,410,000.00
4	Block 4	1865	37	50.4	$ 29.76	$ 55,500.00	$1,110,000.00
5	Block 5	754	15	50.3	$ 29.84	$ 22,500.00	$ 450,000.00
6	Block 6	774	15	51.6	$ 29.07	$ 22,500.00	$ 450,000.00
	Total	**6787**	**136**	**49.9**	**$ 30.06**	**$204,000.00**	**$4,080,000.00**

McGrath & Co., PLLC
Certified Public Accountants
P.O. Box 270148
Houston, Texas 77277

Mark W. McGrath CPA
mark@mcgrath-co.com

Colette M. Garcia CPA
colette@mcgrath-co.com

Independent Accountants' Report

Board of Directors
La Marque Public Improvement District No. 1
La Marque, Texas

We have performed the procedures enumerated below, which were agreed to you, solely to assist you and the City of La Marque, Texas (the City), in determining amounts to be paid by the City of La Marque, Texas, Public Improvement District No. 1 (the District) to LM Capital Investors LLC., (the developer) from the proceeds of future assessments or future bond proceeds. This engagement to apply agreed upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below for the purpose for which this report has been requested or for any other purpose. Our procedures were as follows:

1. We obtained copies of invoices and copies of checks supporting project costs incurred by the developer.
2. We reviewed the invoices to ensure costs submitted were related to the District projects. The invoices were also reviewed to ensure charges were not duplicated and the periods of service did not overlap.
3. We computed interest in accordance with the Development and Financing Agreement between the City and the developer.

The results of our procedures are described in the attached Schedule A.

We were not engaged to, and did not, perform an audit, the objective of which would be the expression of an opinion on the amounts to be paid to the developer. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Board of Directors
La Marque Public Improvement District No. 1

This report is intended solely for the use of the specified users and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

We appreciate the opportunity to be of service to the Zone and the courtesy and cooperation extended to us by the developer and the Zone's consultants during the course of our engagement. Please feel free to contact us regarding any of the items referred to above or any other matters of concern.

Houston, Texas
May 21, 2015

SCHEDULE A
PUBLIC IMPROVEMENT DISTRICT NO. 1
CITY OF LA MARQUE, TEXAS
RECAPITULATION OF AMOUNTS TO BE PAID TO
LM CAPITAL INVESTORS LLC
As of May 21, 2015

Description	Reimbursable Costs		Interest
R Construction Company			
Painted Meadows Section 4, utilities and paving	$ 2,339,348		$ 49,180
NLC Construction, LLC			
Painted Meadows Section 4, clearing and grubbing	95,763		3,182
Costello, Inc.			
Engineering services for Painted Meadows Section 4	277,239	*	5,764
Trinity Green Services, LLC			
Storm water pollution prevention services for Painted Meadows Section 4	1,365		25
Tolunay-Wong Engineers, Inc.			
Testing services for Painted Meadows Section 4	22,276		486
Subtotals	2,735,991		58,637
Total reimbursable to developer			$ 2,794,628

* Of this amount, $94,397 has not yet been paid by the developer. No interest computed on this amount.

THE GMS GROUP, L.L.C.
GALLERIA FINANCIAL CENTER
5075 WESTHEIMER, SUITE 1175
HOUSTON, TEXAS 77056-5606

Memorandum

Date: **May 11, 2015**

TO: **Alex Getty, Executive Director**
La Marque Economic Development Corporation

From: **John F. Howell, Jr.**
The GMS Group, L.L.C.

RE: **Documentation Regarding Annual Assessment Payments for Painted Meadows PID No. 1, Phase IV**

At the request of Randy Hall I am providing you with documentation regarding the $1,500 annual payments to be made by each of the homes for the assessments in Painted Meadows, PID No. 1, Phase IV. The calculations below are based upon the findings in the "audit" provided by McGrath & Co., PLLC in their letter to the Economic Development Corporation dated May 14, 2015.

I have also spoken with Randy Hall and he concurs that the $1,500 is consistent with the developer's business plan for Phase IV.

The $1,500 annual payment is derived as follows:

- Total reimburseable costs are $2,794,628 (per the McGrath & Co., PLLC letter).

- An assumed interest rate of 3.911% annual interest rate (which is much less than the Prime plus 2% annual interest rate that is allowed per the original PID 1 documents. The developers will not be able to receive all the interest that is allowed per the Painted Meadow PID No. 1 documentation). Also you should note that Prime plus 2% has never been as low as "3.911%".

- Assume that the assessments will be amortized/paid for over a 20-year period of time (which is consistent with the PID payment structures included in the PID Painted Meadows PID No. 1 documentation and is also consistent with what has been done in Painted Meadows PID No. 1, Phases I, II, and III).

- The total annual payments for all 136 lots based upon the assumptions included in the previous 3 bullet points would amount $204,016 per year.

- If we divide the $204,016 per year by the 136 lots located in Painted Meadows, Phase IV then the annual payment per homeowner is $1,500 per year per homeowner.

Please feel free to give me a call if I can answer any questions that you may have with regards to the annual assessment payments in Painted Meadows PID 1, Phase IV. I can be reached at office 713-626-3552 or cell 713-870-6502.

PID 1 Ph IV Memo 5-11-2015

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING MINUTES
May 21, 2015

AGENDA:

1. CALL TO ORDER
President Crowder called the meeting to order at 8:00 a.m.

2. ROLL CALL

PRESENT:	ABSENT:
Ron Crowder, President	Deanie Barrett
Gene Smith, Secretary	
Bobby Hocking	
Louis McGaffey	

3. APPROVAL OF MINUTES
a. Regular Meeting of April 16, 2015
Board member Smith made a motion to approve the minutes. Board member Hocking seconded. Motion passed unanimously.

4. FINANCIAL REPORT
a. Presentation of Monthly Financial Report
Finance Director Kou stated financial report was business as usual. The report stood as submitted.

5. PRESENTATION
a. Randy Hall; Painted Meadows
Randy Hall gave a brief review of the progress of the development in Painted Meadows, Section IV; and that this will follow the same process of the previous sections with the exception of the assignment of Section IV revenue from LM Capital Investors LLC to John F. Howell.
b. Mark McGrath; McGrath & Co., PLLC
Mr. McGrath briefly discussed the annual percentage rate and that it was in line with Section III.
c. David Pennington, Clean City Commission
Mr. Pennington reported of issues involved in a City wide cleanup, current Wednesday special pickups not being adequate, current lack of resources. Suggested pickup stations to be placed if moving forward, but suggested holding off on any commitment for the time being. The high cost that would be involved in contracting or hiring temps to make a citywide sweep and clean up the City. Said that most of the heavier debris (batteries and tires) can be removed by citizens.

6. NEW BUSINESS

a. Discussion/possible action to approve the assignment of Painted Meadows, Section 4 PID revenue from LM Capital Investors LLC to John F. Howell. After a brief discussion, Board Member Hocking made a motion to approve the assignment of Painted Meadows, Section 4 revenue from LM Capital Investors LLC to John F. Howell. Board Member Smith seconded. Motion passed unanimously.

b. Discussion/possible action to approve Painted Meadows, Section 4 PID assessment provided by McGrath & Co., PLLC
After a brief discussion, Board Member Smith made a motion to approve Painted Meadows, Section 4 PID assessment as provided by McGrath & Co. PLLC. Board Member McGaffey seconded. Motion passed unanimously.

c. Discussion/possible action to approve the amount of assessment for Painted Meadows, Section 4 provided by McGrath & Co., PLLC as recommended by their financial advisor, John F. Howell
After a brief discussion, Board Member Smith made a motion to approve the assessment for Painted Meadows, Section 4, provided by McGrath & Co. PLLC as recommended by their financial advisor, John F. Howell ($1500.00 per lot). Board Member seconded. Motion passed unanimously.

d. Discussion/possible action to appoint a budget review committee
Board member Hocking made a motion to appoint Board members Smith and Barrett to the Budget Review Committee. Board Member McGaffey seconded. Motion passed unanimously.

e. Discussion/possible action to advertise on the Trade & Industry website
Board Member Hocking made a motion to advertise on the Trade & Industry website for $1400.00 per year. Board Member Smith seconded. Motion passed unanimously.

f. Discussion/possible action to approve the cash transfer authorization dated 5/5/15. Board Member Smith made a motion to approve the routine cash transfer dated 5/5/15. Board Member McGaffey seconded. Motion passed unanimously.

7. OLD BUSINESS

a. Discussion/possible action to fund a city wide trash pick-up study
Board Member Hocking made a motion to approve up to $6,000.00 contingent upon an agreement with Republic Services. Board Member Smith seconded. Motion passed unanimously.

b. Discussion/possible action regarding the hiring of an auditor
Board Member Hocking made a motion to table pending action by the city. Board member Smith seconded. Motion passed unanimously.

c. Discussion/possible action regarding Praxair's request for easement
Board Member Smith made a motion to table this item, until additional information is received verifying the distance from the easement in which development can occur. Board Member McGaffey seconded. Motion passed unanimously.

8. DISCUSSION

a. Director's Report - report may include past, present, or future projects
Executive Director submitted report.

9. EXECUTIVE SESSION

a. Section 551.072 of the Government Code - deliberations about real property - land acquisition and or sale

Chairman Crowder recessed the regular meeting and called the executive session to order at 9:07 a.m., and reconvened the regular meeting at 9:15 a.m.

10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

a. Consider land acquisition and or sale

It was the consensus of the Board to authorize the Executive Director to continue to negotiate a price not to exceed $575,000.00 for an 8+ acreage piece of property west of I-45/Vauthier.

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS

Discussion continued on a city-wide trash pickup, no decisions were made.

12. ADJOURNMENT

It was the consensus of the Board to adjourn at 9:25 a.m.

____
Ron Crowder, President

____
Robin Eldridge, TMRC
City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date:	June 8, 2015	Agenda item:	9c
Prepared by:	Robin Eldridge	Reviewed by:	Carol Buttler
Department:	Development Services		

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2015-0011,** as recommended by Planning & Zoning Commission to approve the abandonment of a 60-foot road easement located in the J. R. Pace Survey, Abstract 161, which overlaps a portion of lots 11 through 13 of Block 6; Lots 1 through 8 of Block 5; and Lot 1 Block 3 of Painted Meadows Section IV, a Subdivision in Galveston County.

THIS IS THE FIRST READING

√ Attachments for reference
1. Ordinance
2. Location Maps
3 Recommendation letter of P & Z
4. Letter/Application for abandonment
5. Backup documentation
6. Minutes of P & Z meeting of June 2, 2015- DRAFT

Staff Briefing:
- The City of La Marque received a petition to abandon a 60-foot road easement located in the J. R. Pace Survey, Abstract 161, which overlaps a portion of lots 11 through 13 of Block 6; Lots 1 through 8 of Block 5; and Lot 1 Block 3 of Painted Meadows Section IV, a Subdivision in Galveston County
- City Attorney has approved Ordinance for content and form

History:
- The Final Plat for Painted Meadows, Section IV was approved by the Planning & Zoning Commission on August 22, 2014.
- The Final Plat for Painted Meadows, Section IV was approved by the City Council on September 22, 2014.

Target Implementation: Upon approval of City Council on second and final reading of ordinance

---

Significant Action Dates:
August 22, 2014 – Final Plat approved by the Planning & Zoning Commission
September 22, 2014 – Final Plat approved by City Council
February 17, 2015- Petition received asking for the abandonment of a 60 foot road easement
March 11, 2015 – Meeting was held clarifying related documents required for the abandonment
March and April – Release letters received from Utility Companies
May – Processed check for abandonment
June 2, 2015 – Planning & Zoning approved the abandonment and are recommending the abandonment to be approved.

CITY COUNCIL AGENDA FORM

Action:

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

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

Staff's Recommendation: Motion to adopt Ordinance No. **O-2015-0011** regarding the recommendation of Planning & Zoning Commission to approve the abandonment of a 60-foot road easement located in the J. R. Pace Survey, Abstract 161, which overlaps a portion of lots 11 through 13 of Block 6; Lots 1 through 8 of Block 5; and Lot 1 Block 3 of Painted Meadows Section IV, a Subdivision in Galveston County. ***THIS IS THE FIRST READING***

Fiscal Impact: Amount paid to the City based on appraisal if approved.

<u>**ORDINANCE NO. O-2015-0011**</u>

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS PROVIDING FOR THE VACATING, ABANDONMENT OF A 60-FOOT ROAD EASEMENT LOCATED IN THE J.R. PACE SURVEY, ABSTRACT 161, WHICH OVERLAPS A PORTION OF LOTS 11 THROUGH 13 OF BLOCK 6, LOTS 1 THROUGH 8 OF BLOCK 5; AND LOT 1, BLOCK 3 OF PAINTED MEADOWS SECTION FOUR, A SUBDIVISION IN GALVESTON COUNTY, TEXAS

WHEREAS, the City of La Marque (the "City") is a Texas Home Rule Municipality organized under the Constitution and laws of the State of Texas, located in Galveston County, Texas; and

WHEREAS, the City's Charter provides that it may exercise all powers of local self-government and powers granted to home rule cities by State Law; and

WHEREAS, the City's Charter further provides that the City shall have exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, alleys and highways of the City and may provide for the improvements thereof by paving, repaving, raising, draining or otherwise; and

WHEREAS, the Texas Transportation Code provides that a home rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, the Texas Transportation Code further provides that a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, the purpose underlying the original plat of the J. R. Pace Survey, Abstract 161, Galveston County, Texas; and

WHEREAS, the City Council of the City of La Marque, Texas, finds that the easement described in Exhibit "A", out of J. R. Pace Survey, Abstract 161, Galveston County, Texas; and

WHEREAS, the City does not need the portion of the easement for public utilities or utility maintenance vehicles and equipment; and

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

WHEREAS, there is no longer any public need for the City to retain ownership of nor perform maintenance on the easement described in Exhibit "A"; and

WHEREAS, on LGI Homes, LLC filed a petition for abandonment with the City for that portion of the road easement described in Exhibit "A" in accordance with La Marque Code of Ordinances; and

WHEREAS, LGI Homes, LLC has agreed to fulfill his obligations under City of La Marque, Texas Code of Ordinances including payment to the City of the fair market value of the abandoned easement described in Exhibit "A" as a precondition of its receipt of a Quitclaim Deed memorializing the abandonment; and

WHEREAS, on June 2, 2015, the Planning and Zoning Commission of the City of La Marque, Texas, recommended that City Council approve the petition filed by LGI Homes, LLC; and

WHEREAS, the abandoning of that easement described in Exhibit "A" will cause no detriment to the rights of the citizens of La Marque, Texas; and

WHEREAS, City Council finds and declares that it is in the best interest of all of the citizens of the City of La Marque, Texas, that easement described in Exhibit "A" be vacated, closed and abandoned. **NOW, THEREFORE**

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

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

Section 2. The City's interest, if any, of the portion of the easement described in Exhibit "A" is hereby vacated, abandoned and closed to be sold via a Quitclaim Deed in exchange for payment to the City in an amount equal to the fair market value of that easement described in Exhibit "A".

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this __ day of June, 2015.

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

_____________, 2015.

CITY OF LA MARQUE, TEXAS

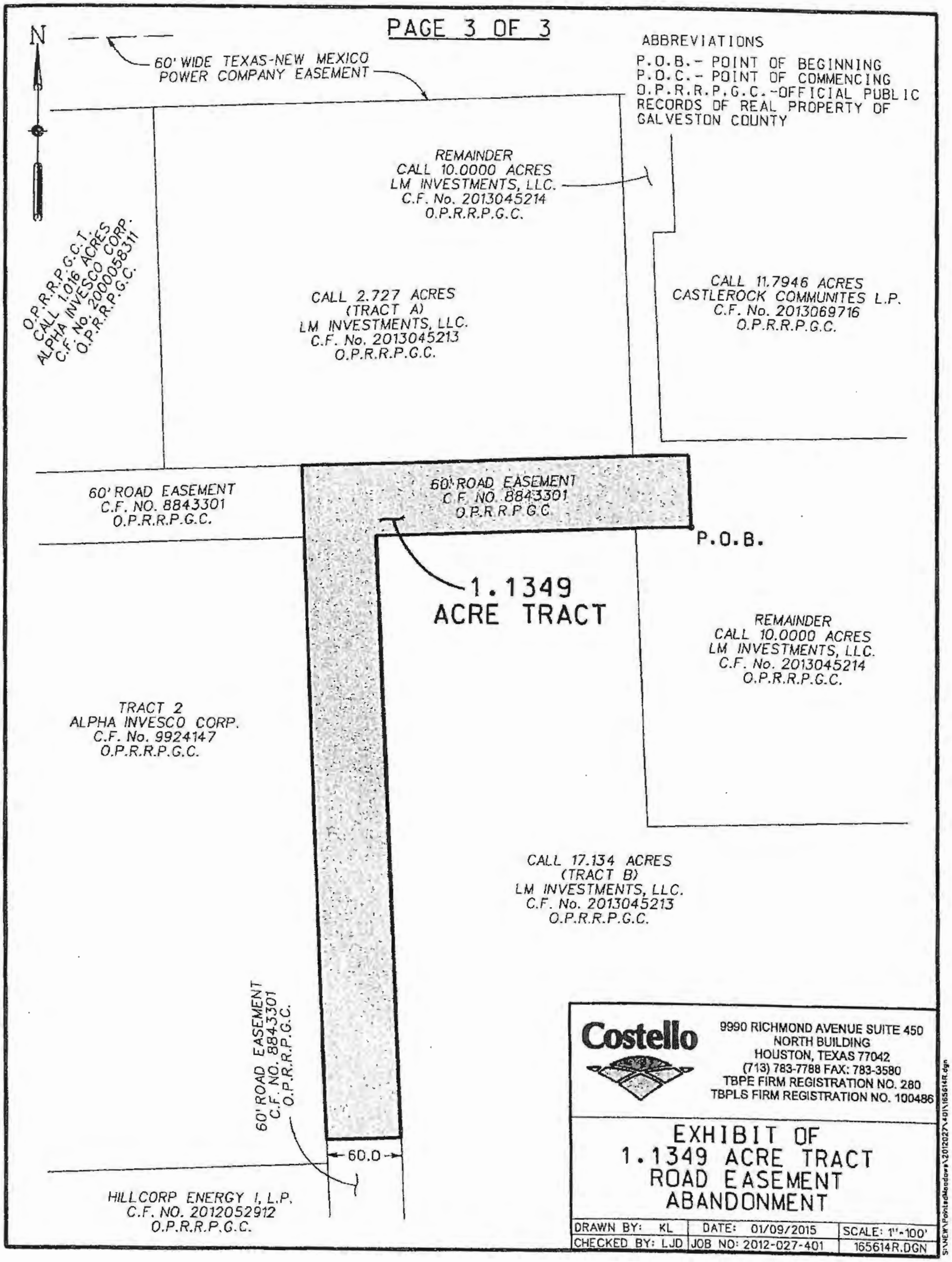
____
Bobby Hocking, Mayor
City of La Marque, Texas

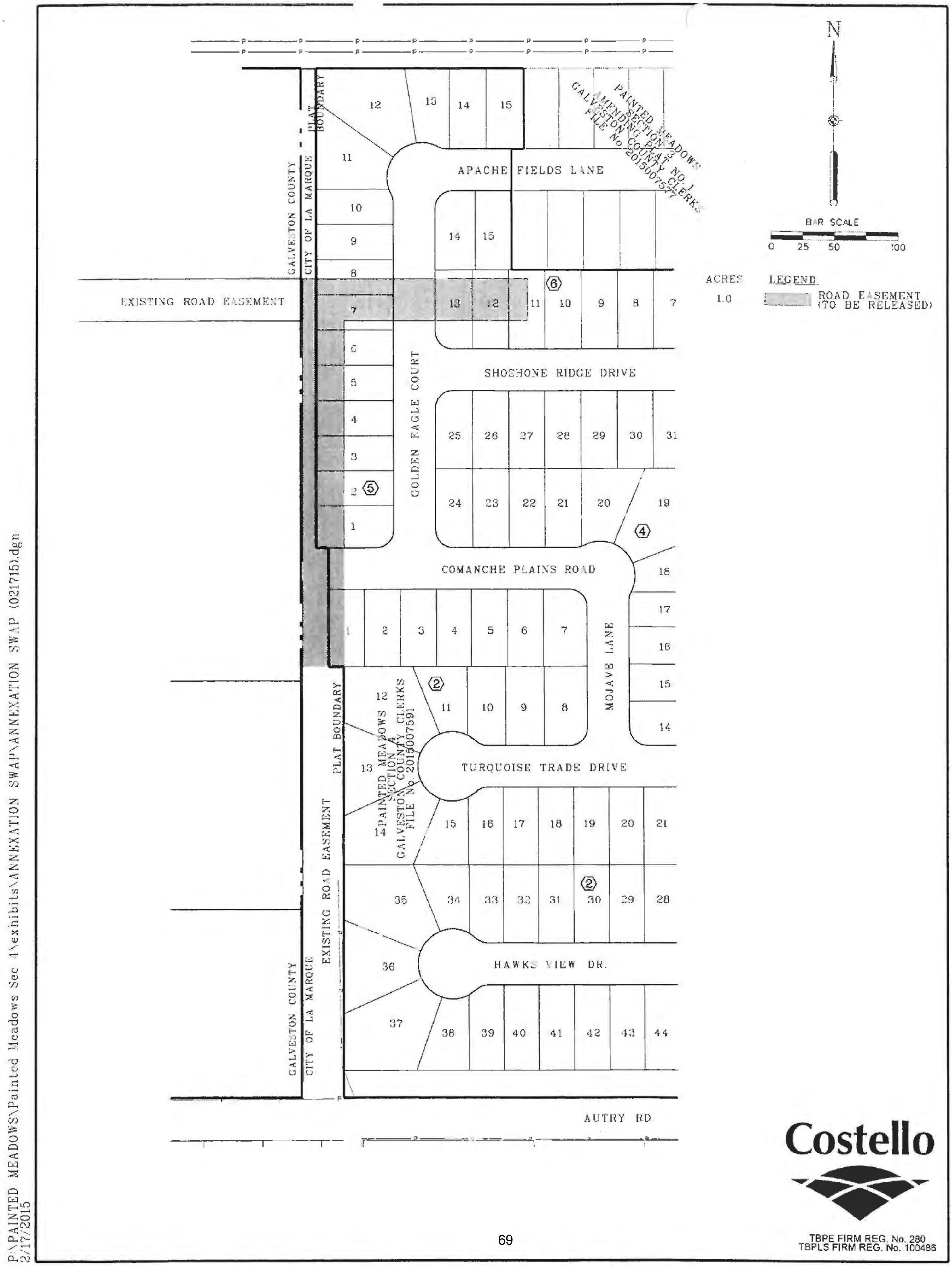
ATTEST:

____
Robin Eldridge, City Clerk

APPROVED AS TO FORM:

____
Ellis J. Ortego, City Attorney


PAGE 3 OF 3
N
60' WIDE TEXAS-NEW MEXICO POWER COMPANY EASEMENT
ABBREVIATIONS
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
O.P.R.R.P.G.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY
REMAINDER CALL 10.0000 ACRES LM INVESTMENTS, LLC. C.F. No. 2013045214 O.P.R.R.P.G.C.
O.P.R.R.P.G.C.T. CALL 1.016 ACRES ALPHA INVESCO CORP. C.F. No. 2000058311 O.P.R.R.P.G.C.
CALL 2.727 ACRES (TRACT A) LM INVESTMENTS, LLC. C.F. No. 2013045213 O.P.R.R.P.G.C.
CALL 11.7946 ACRES CASTLEROCK COMMUNITES L.P. C.F. No. 2013069716 O.P.R.R.P.G.C.
60' ROAD EASEMENT C.F. NO. 8843301 O.P.R.R.P.G.C.
60' ROAD EASEMENT C.F. NO. 8843301 O.P.R.R.P.G.C.
P.O.B.
1.1349 ACRE TRACT
REMAINDER CALL 10.0000 ACRES LM INVESTMENTS, LLC. C.F. No. 2013045214 O.P.R.R.P.G.C.
TRACT 2 ALPHA INVESCO CORP. C.F. No. 9924147 O.P.R.R.P.G.C.
CALL 17.134 ACRES (TRACT B) LM INVESTMENTS, LLC. C.F. No. 2013045213 O.P.R.R.P.G.C.
60' ROAD EASEMENT C.F. NO. 8843301 O.P.R.R.P.G.C.
60.0
HILLCORP ENERGY I, L.P. C.F. NO. 2012052912 O.P.R.R.P.G.C.
Costello
9990 RICHMOND AVENUE SUITE 450
NORTH BUILDING
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486
EXHIBIT OF 1.1349 ACRE TRACT ROAD EASEMENT ABANDONMENT
DRAWN BY: KL
DATE: 01/09/2015
SCALE: 1"=100'
CHECKED BY: LJD
JOB NO: 2012-027-401
165614R.DGN


N
BAR SCALE
0 25 50 100
ACRES
1.0
LEGEND
ROAD EASEMENT (TO BE RELEASED)
PAINTED MEADOWS SECTION 3 AMENDING PLAT NO. 1 GALVESTON COUNTY CLERKS FILE No. 2015007577
APACHE FIELDS LANE
EXISTING ROAD EASEMENT
GALVESTON COUNTY
CITY OF LA MARQUE
PLAT BOUNDARY
GOLDEN EAGLE COURT
SHOSHONE RIDGE DRIVE
COMANCHE PLAINS ROAD
MOJAVE LANE
TURQUOISE TRADE DRIVE
PAINTED MEADOWS SECTION 4 GALVESTON COUNTY CLERKS FILE No. 2015007591
HAWKS VIEW DR.
AUTRY RD.
Costello
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486
P:\PAINTED MEADOWS\Painted Meadows Sec 4\exhibits\ANNEXATION SWAP\ANNEXATION SWAP (021715).dgn
2/17/2015

1111 Bayou
La Marque, Texas
La Marque, TX 77568
409.938.9203

June 2, 2015

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

Dear Mayor and City Council:

Re: CASE PZ-A-15-01

On June 2, 2015, the Planning and Zoning Commission conducted a meeting for the possible abandonment of a 60-foot Road Easement located in the J.R. Pace Survey Abstract 161, Galveston , County, Texas, recorded in Galveston County, Clerk's File No. 8843301. The road easement overlaps a portion of Lots 11 through 13 of Block 6; Lots 1 through 8 of Block 5; and Lot 1 Block 3, of PAINTED MEADOW SECTION FOUR, a subdivision in Galveston County, Texas recorded in Galveston County Clerk's File No. 2015007591, and more particularly described by metes and bounds on Exhibit "A".

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

Thank you,

Dickey Stanley 2nd Chair
Planning and Zoning Commission

Costello

February 17, 2015

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

RE: PETITION TO ABANDON 60-FOOT ROAD EASEMENT IN PAINTED MEADOWS SECTION 4

Dear City Council,

We respectfully request that the City consider releasing a portion of the 60-foot road easement (Clerk's File No. 8843301) located in Painted Meadows Section 4 on behalf of LGI Homes – Texas, LLC. The road easement currently overlaps lots in the Painted Meadows Section 4. Specifically, the easement we request to be released overlaps Block 6, Lots 11 through 13; Block 5, Lots 1 through 8; and Block 3, Lot 1. The road easement is part of an old business park plan, and there is currently no roadway within the easement. The road easement is located at the northwest corner of the Painted Meadows Section 4, near the proposed intersection of Comanche Plains Road and Golden Eagle Court and runs parallel with Golden Eagle Court. The legal description of the road easement to be released is shown on the attached metes and bounds description.

Only a portion of the entire road easement is being requested for release. The attached map shows the last known mailing addresses of all abutting property owners for both the portion of the easement to be released and the portion that will not be released. Again, there is no existing roadway that will currently affect physical public access to the properties. We are contacting all of the landowners directly and will request that they sign a release. Please let us know if the form attached will be acceptable in considering our request.

The reason no property owners have joined us in this petition is simply because we have not yet made contact with all of them. We will provide signed releases from them as we receive them.

Please notify us of the application fee amount and when other fees are due. If you have any questions or need additional information, please contact Jon R. VanderWilt or me at 713-783-7788.

Sincerely,

Julia M. Horié, P.E.
Project Engineer
Land Development

Cc: Robin Eldridge, City Clerk – City of La Marque
Jon R. VanderWilt, P.E. – Costello, Inc.
Shannon "Chuck" Birt – LGI Homes – Texas, LLC

W:\2012\2012027\040 Section 4 WSDP\43 ROW Abandonment\20150217 - Letter of Petition for ROW Abandonment.docx

1111 Bayou Road
La Marque, Texas 77568
409.938.9202

CASE PZ-A-15-01

LA MARQUE PLANNING AND ZONING COMMISION ABANDONEMENT OF STREET, ALLEY, EASEMENT, ETC APPLICATION/CHECKLIST

Applicant name: LGI Homes - Texas, LLC c/o Costello, Inc.

Mailing address: 9990 Richmond Ave., Suite 450 N, Houston, TX 77042

Telephone: (713) 783-7788 e-mail jhorie@costelloinc.com

Abandonments of streets, Alleys, etc. are governed by city Ordinance Section 56-4

Property to be abandoned See attached exhibit.

1. Petition submitted to the City Clerk in writing on Sec 56-4 (a) See attached Letter ☑
2. Petition is directed to City Council Sec 56-4(a) ☑
3. Petition has the description of the property to be abandoned Sec 56-4 (a) ☑
4. There is a list of all abutting owners and their addresses. Sec 56-4 (a) ☐

   See attached map of owners and addresses

5. Petition of abutting owners Sec 56-4 (a) ☐
6. Attachment showing why abutting owners are not joining in petition Sec 56-5 (a) ☑
7. Fees has been paid Sec 56-4 (b) Appendix A (fee) ☑
8. Release forms mailed by certified mail to all abutting property owners Sec 56-4 (b) ☐ Responses Releases Form ATTACHED
9. Release forms mailed by certified mail to all utility companies Sec 56-4 (b) ☐

10. If only a portion of the street is requested to be abandoned that has public access from either direction petitioner must provide the City Clerk with the names for both the portion that is to be closed and the portion that is to be opened to the next intersection Sec 56-4 (c) ☐

See attached exhibit.

11. Notices and release forms have been mailed to the owners of the closed and open portions of said street Sec 56-4 (c) ☐
12. Petition was submitted to the planning commission for it's recommendation to the city council at it's next regular scheduled meeting Sect 56-4 (d) ☑ 6/2/15
13. 30 days have lapsed from the date the request was filed Sec 56-4 (d) ☑
14. Planning and zoning commission formulated their response in less than 30 days ☑
15. Fee determined by city ordinance / market value Sec 56-4 (e) ☐
16. Market value appraisal made by bona fide appraiser selected by the city Sec 56-4 (d) ☐
17. Fee is paid to include market value, payment of appraisal, and payment to prepare Quitclaim deed Sec 56-4 (e) ☐
18. Quitclaim Deed delivered to new owners Sec 56-4 (e) ☐

Applicant Signature

2/17/2015

Date

1111Bayou Rd.

La Marque, TX 77568

(409)938-9204

Receipt Number: 201500891

Payer/Payee: COSTELLO INC
9990 RICHMOND AVENUE SUITE 450
HOUSTON TX 77042

Cashier: EORNELAS

Date: 06/01/2015

PZ2015-004	RE-ZONING/PLATS/VARIANCES/ABANDONMENTS	Painted Meadows Section 4	
Fee Description	**Fee Amount**	**Amount Paid**	**Fee Balance**
Abandonment Admin. fee	$500.00	$500.00	$0.00
	$500.00	**$500.00**	**$0.00**

TOTAL PAID: **$500.00**

Payment Method	Reference Number	Payment Amount
CHECK	038763	$500.00

Total: **$500.00**

TNMP

March 27, 2015

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

RE: Proposed ROW Abandonment
Unopened 60 foot Road Easement – Painted Meadows Sect 4, La Marque, TX

Dear Sir:

TNMP has reviewed the request for abandonment the 60-foot Road Easement located in the J.R. Pace Survey Abstract 161, Galveston County, Texas and is recorded in Galveston County, Clerk's File No. 8843301, which overlaps a portion of Lots 11 through 13 of Block 6; Lots 1 through 8 of Block 5; and Lot 1 Block 3, of PAINTED MEADOW SECTION FOUR, a subdivision in Galveston County, Texas recorded in Galveston County Clerk's File No. 2015007591.

TNMP maintains no distribution facilities within the referenced Road Easement. TNMP offers no objection to the release of a road easement by the City of La Marque, Texas in accordance with Chapter 56, Section 4, Subsection B and C of the Ordinances of said city. The 60-foot Road Easement is located

Please contact me should you have any questions or require additional information at 281.996.0453, ext 7103 or via email at vincent.herrera@tnmp.com

Sincerely,

Vincent R. Herrera

Vincent R. Herrera, P.E.
Manager – South Texas Engineering
TNMP

CenterPoint. Energy

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

April 6, 2015

Julie Horie
Costello, Inc.
9990 Richmond Ave, Suite 450
Houston, TX 77042

Re: Street Closure at Painted Meadows Sec Four
R/W File # 91355

Dear Ms. Horie:

The City of La Marque has been asked to close and abandon a portion of a sixty (60) foot wide road, containing 1.1349-acres of land, the location of which being more particularly described and shown on the attached Exhibit "A".

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of La Marque forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Sincerely,
CenterPoint Energy

Crystal Shrader
Right of Way Agent
Surveying & Right of Way
713-207-0430

Enclosures

1111 Bayou Road
La Marque, Texas 77568
409.938.9202

CITY OF LA MARQUE
RELEASE FORM

We, Comcast of Houston LLC, a Delaware Limited Liability Company, hereby offer no objection to the release of a road easement by the City of La Marque, Texas in accordance with Chapter 56, Section 4, Subsection B and C of the Ordinances of said city. The 60-foot Road Easement is located in the J.R. Pace Survey Abstract 161, Galveston County, Texas and is recorded in Galveston County, Clerk's File No. 8843301. The road easement overlaps a portion of Lots 11 through 13 of Block 6; Lots 1 through 8 of Block 5; and Lot 1 Block 3, of PAINTED MEADOW SECTION FOUR, a subdivision in Galveston County, Texas recorded in Galveston County Clerk's File No. 2015007591.

Signature of Representative acting on the behalf of Comcast Cable

Date of signature: 3/30/15

Representative acting on the behalf of Comcast Cable Name: Chris Grey

State of Texas

Before me, a notary public, on this day personally appeared, Chris Grey known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 30th day of March, 2015.

Notary Public in and for
The State of Texas
My Commission Expires

SHARRON FOX
Notary Public, State of Texas
My Commission Expires
May 01, 2017

1111 Bayou Road
La Marque, Texas 77568
409.938.9202

CITY OF LA MARQUE
RELEASE FORM

We, GTE Southwest dba Verizon Southwest, hereby offer no objection to the release of a road easement by the City of La Marque, Texas in accordance with Chapter 56, Section 4, Subsection B and C of the Ordinances of said city. The 60-foot Road Easement is located in the J.R. Pace Survey Abstract 161, Galveston County, Texas and is recorded in Galveston County, Clerk's File No. 8843301. The road easement overlaps a portion of Lots 11 through 13 of Block 6; Lots 1 through 8 of Block 5; and Lot 1 Block 3, of PAINTED MEADOW SECTION FOUR, a subdivision in Galveston County, Texas recorded in Galveston County Clerk's File No. 2015007591.

Signature of owner

Date of signature: March 27, 2015

Owner Name: Darrin L. Albrecht for Verizon Southwest

State of Texas

Before me, a notary public, on this day personally appeared, Darrin L. Albrecht known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 27 day of march, 2015.

Notary Public in and for
The State of Texas
My Commission Expires 8-1-2016

THOMAS M. HERRING, JR.
Notary Public, State of Texas
My Commission Expires
August 01, 2016

1111 Bayou
La Marque, Texas 77568
409.938.9202

Planning and Zoning Committee Minutes
Special Meeting
June 2, 2015

(1) CALL TO ORDER

Commissioner Stanley called the Special Planning & Zoning Committee meeting to order at 4:03 p.m.

(2) ROLL CALL

PRESENT:	**ABSENT:**
Dickey Stanley	Norman Koneman
Deanna Bethea	
Mike Castelline	
Russell Washington, Jr.	

STAFF PRESENT:
Les Rumburg, Director of Public Works
Edna Ornelas, Dev. Services Dept. Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Commissioner Stanley

(4) APPROVAL OF MINUTES
a. Special Meeting/Public Hearing of May 12, 2015
Commissioner Bethea made a motion to approve the minutes of 12th of May, 2015. Commissioner Castelline seconded. **MOTION CARRIED UNANIMOUSLY**.

(5) CITIZEN'S PARTICIPATION
There was none.

(6) NEW BUSINESS
a. CASE PZ-A-15-01 Discussion/possible recommendation to City Council regarding abandonment of a 60-foot Road Easement located in the J.R. Pace Survey Abstract 161, Galveston , County, Texas, recorded in Galveston County, Clerk's File No. 8843301. The road easement overlaps a portion of Lots 11 through 13 of Block 6; Lots 1 through 8 of Block 5; and Lot 1 Block 3, of PAINTED MEADOW SECTION FOUR, a subdivision in Galveston County, Texas recorded in Galveston County Clerk's File No. 2015007591, and more particularly described by metes and bounds on Exhibit "A" attached hereto and made part of.

Public Services Director Rumburg stated, "The developer discovered a couple of months ago, while laying out plots for their newest section, that they were crossing over some portions of the City's Right-of-Way. We are trying to correct that now. It is a 60 foot Right-of-Way that has never been opened or utilized. So, the company is requesting that the City abandon it. It does require City Council action, but first the P & Z's consideration. I would like to thank you all for

1111 Bayou
La Marque, Texas 77568
409.938.9202

taking the time to attend this Special meeting, so that the developer can move along after City Council's consideration and adoption of the ordinance."

Randy Hall, Sunrisa Development, LLC, spoke, "We wouldn't ask for such a hurried meeting, but the builder has sold eleven houses in the first two weeks, in that section. As of the last week and a half, the property at the top of discussion, we have now contracted the last section, Section Five, with another 125 lots which is to the west and part of the Right-of Way to be abandoned. The Builder is very hesitant about selling any houses on those back lots and that the ROW overlapped, until the City abandoned the ROW."

Commissioner Bethea asked, "So this is a portion that has never been opened and has never had any utilities?"

Mr. Rumburg responded, "No underground utilities."

Mr. Hall continued, "That old Right-of-Way was platted in 1981, a two acres large lot. The road was platted, but never built. There were never any utility lines on that portion. We do have all of the release letters signed by the utility companies."

Commissioner Beathea made a motion to approve the recommendation of the abandonment to City Council. Commissioner Washington seconded. Motion carried unanimously.

(7) CHAIRMAN REPORT- There was none

(8) REQUESTS AND ANNOUNCEMENTS

Commissioner Washington requested that the City Marshal look at 3020 Cedar someone started to build without a permit and now has ceased doing any work over there. If someone could come by and look, the grass is getting really high.

(9) ADJOURNMENT
Commissioner Washington made a motion to adjourn the meeting at 4:08 p.m. Commissioner Castelline seconded. The meeting was adjourned.

____
Dickey Stanley, 2nd Chairman
Planning & Zoning Commission

CITY COUNCIL AGENDA FORM

Meeting Date:	6/8/15	Agenda item:	9d
Prepared by:	Suzy Kou	Reviewed by:	Carol Buttler
Department:	Finance		

AGENDA ITEM DESCRIPTION: Discussion/possible action approving Resolution No. **R-2015-0013** for tax assessment and collection services by the Galveston County assessor collector of taxes.

[X] Attachments for reference
1. Resolution
2. Letter from Galveston County Tax Assessor/Collector
3. Current agreement

Staff Briefing:
- In June 2012, the City signed an agreement with the County to perform tax assessment and collection services for the City.
- The current agreement will expire 7/31/2015.
- The proposed resolution will allow continued services from the County unless and until Council decides to terminate the services, which must be by resolution any time deemed necessary.

History (if applicable):
- The City has been using Galveston County Tax Assessor/Collector to perform tax assessment and collection services for over twenty years.

Target Implementation:
- August 1, 2015

Significant Action Dates:
- **June 8, 2015**- Approve City Council Resolution
- **August 1, 2015**- Effective date to continue the services

Action:

[ ] Ordinance
[X] Resolution
[ ] Proclamation
[ ] Special Presentation
[ ] Finance Report
[ ] Public Hearing
[ ] Other (be Specific)

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

Cost Details:	
Budgeted	4,000
Actual Bid	
Estimated Expenditure	**4,000**
Acct. Name	Tax assessor fee
Line Items #	01-4040-02-03
Other Funding	

CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to adopt Resolution No. **R-2015-0013** for tax assessment and collection services by the Galveston County assessor collector of taxes.

Fiscal Impact: $4,000

<u>**RESOLUTION NO. R-2015-0013**</u>

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LA MARQUE, FOR THE PURPOSE OF TAX ASSESSMENT AND COLLECTION SERVICES BY THE GALVESTON COUNTY ASSESSOR COLLECTOR OF TAXES

WHEREAS, the Texas Property Tax Code Subtitle B. Property Tax Administration Sec. 6.22 (c) allows the governing body of a taxing unit authorized to have its own assessor and collector by official action, in the manner required by law, for official action by the body to require the county to assess and collect the taxes the unit imposes in the county in the manner in which the county assess and collects its taxes. The governing body of the unit may revoke the requirement at any time by the same official action; and

WHEREAS, stated in the Texas Property Tax Code Subtitle B. Property Tax Administration Sec. 6.23 Duties of Assessor and Collector:

(a) The county assessor-collector shall assess and collect taxes on property in the county for the county. He shall also assess and collect taxes on property for another taxing unit if:
(3) The governing body of the unit requires the county to assess and collect its taxes as provided by Subsection (c) of Section (c) of Section 6.22 of this code; or
(b) (1) required by or pursuant to the law creating or authorizing creation of the other unit; and

WHEREAS, stated in the Texas Property Tax Code Subtitle B. Property Tax Administration Sec. 6.27 Compensation for Assessment and Collection
(b) Except as proved by Subsection (d), the county assessor-collector is entitled to a reasonable fee, which may or not exceed the actual costs incurred, for assessing and collecting taxes for a taxing unit pursuant to Section 6.23(a)(1), (2), or (3).
(c) The assessor or collector for a taxing unit other than a county is entitled to reasonable compensation, which may not exceed the actual costs incurred, for assessing or collecting taxes for a taxing unit pursuant to Subsection (b)a of Section 6.23 of this code.

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

1. **THAT** the City of La Marque requires the Galveston County Assessor and Collector of Taxes to perform assessment and collection duties as permitted by the Texas Property Tax Code 6.22(c) and 6.23(a)(3).
2. **THAT** the City of La Marque requires that services be performed as outlined in Exhibit A, Assessment & Collection as indicated by the Galveston County Assessor and Collector of Taxes.
3. **THAT** the City of La Marque requires notice of any increase by April 1 each year.

PASSED AND ADOPTED this ____ of ________________, 2015.

____
Bobby Hocking, Mayor

ATTEST:

____
Robin Eldridge, City Clerk

APPROVED AS TO FORM:

____
Ellis Ortego, City Attorney

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of La Marque (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 9916 equates to $2677.32. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.15 per parcel rate or a total rate of $0.42 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 9916 equates to $4164.72. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2012, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2012 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this **12th** day of **June**, 2012.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, RTA
County Tax Assessor Collector

City of La Marque

The Honorable Bobby Hocking, Mayor

Attest:

City Secretary

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

March 19, 2015

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

Re: Tax Assessment & Collection Services

Dear Mayor Hocking:

The Interlocal Tax Collection Agreement between Galveston County and your jurisdiction expires this year. In an on-going effort to simplify our processes, I am requesting that an ordinance/resolution (as appropriate for your government) be adopted to require my office to provide services. The appropriate sections of the Texas Property Tax Code are included along with this letter for your convenience in drafting the resolution or ordinance. In short, you will be requiring my office to perform assessment and collection duties as permitted by the Texas Property Tax Code §6.22(c) and §6.23(a)(3).

The specific duties are to assess and collect taxes on property for your jurisdiction in conformance with the attached listing. There will be no change in the quality or level of services that have been provided in the past, simply less paperwork associated with continuing our partnership. Please feel free to attach this listing to your resolution or ordinance to insure our mutual understanding.

There will be a slight reduction in the per parcel fee (which is permitted by Section 6.27) from $0.27 to $0.256 (-$0.014) for Galveston County properties. We will continue to assess a fee of $1.01 for parcels located in Harris County. These fees were discussed at a Commissioners Court workshop March 17, 2015, and I have requested that they be formally approved at its next meeting. You may reference these as I do not expect any changes in the weeks ahead. Please mention in your resolution or ordinance that notice of any increase be provided by April 1 each year.

One change you will see beginning March 23rd is that we will disburse daily rather than hold funds until they total $1,000. This will further streamline our Accounting team's tasks.

Should you have questions or concerns, please do not hesitate to contact me at (409) 765-3277 or (409) 392-5457. We look forward to continuing this mutually beneficial partnership.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Enclosures

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
722 Moody Avenue
Galveston, Texas 77550
(409) 765-3277
Cheryl.E.Johnson@co.galveston.tx.us

ASSESSMENT & COLLECTION SERVICES

Assessor Collector will be responsible for the calculation of effective and rollback tax rate in accordance with requirements of the Tax Code and will timely provide a schedule concerning the publication of tax rates in the newspaper to each Taxing Entity. Assessor Collector will cause to be timely published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. Taxing Entity will be invoices for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. A consolidated tax statement will be sent to each property owner who owns property located within boundaries of Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement. In the event that Taxing Entity fails to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. If separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector will issue the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected on Taxing Entity's behalf.

FEES FOR SERVICES

Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided. Fees for services are payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

OTHER SERVICES

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

In the event a rollback election occurs, all parties shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity will reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax or delinquent roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Funds shall be distributed daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

Sec. 6.22. ASSESSOR AND COLLECTOR FOR OTHER TAXING UNITS. (a) The assessor and collector for a taxing unit other than a county or a home-rule city are determined by the law creating or authorizing creation of the unit.

(b) The assessor and collector for a home-rule city are determined by the city's charter and ordinances.

(c) The governing body of a taxing unit authorized to have its own assessor and collector by official action in the manner required by law for official action by the body may require the county to assess and collect the taxes the unit imposes in the county in the manner in which the county assesses and collects its taxes. The governing body of the unit may revoke the requirement at any time by the same official action.

Sec. 6.23. DUTIES OF ASSESSOR AND COLLECTOR. (a) The county assessor-collector shall assess and collect taxes on property in the county for the county. **He shall also assess and collect taxes on property for another taxing unit if:**

(1) the law creating or authorizing creation of the unit requires it to use the county assessor-collector for the taxes the unit imposes in the county;

(2) the law creating or authorizing creation of the unit does not mention who assesses and collects its taxes and the unit imposes taxes in the county;

(3) the governing body of the unit requires the county to assess and collect its taxes as provided by Subsection (c) of Section 6.22 of this code; or

(4) required by an intergovernmental contract.

(b) The assessor and collector for a taxing unit other than a county shall assess, collect, or assess and collect taxes, as applicable, for the unit. He shall also assess, collect, or assess and collect taxes, as applicable, for another unit if:

(1) required by or pursuant to the law creating or authorizing creation of the other unit; or

(2) required by an intergovernmental contract.

Sec. 6.27. COMPENSATION FOR ASSESSMENT AND COLLECTION. (a) Repealed by Acts 1983, 68th Leg., p. 4829, ch. 851, Sec. 28, eff. Aug. 29, 1983.

(b) Except as provided by Subsection (d), the county assessor-collector is entitled to a reasonable fee, which may not exceed the actual costs incurred, for assessing and collecting taxes for a taxing unit pursuant to Section 6.23(a)(1), (2), or (3).

(c) The assessor or collector for a taxing unit other than a county is entitled to reasonable compensation, which may not exceed the actual costs incurred, for assessing or collecting taxes for a taxing unit pursuant to Subsection (b) of Section 6.23 of this code.

CITY COUNCIL AGENDA FORM

Meeting Date: 6/8/2015 Agenda item: 9e
Prepared by: Suzy Kou Reviewed by: Carol Buttler
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the City Manager to execute an agreement with Linebarger Goggan Blair and Sampson LLP for delinquent property tax and code enforcement liens collection services for City of La Marque.

[X] Attachments for reference
1. Proposed agreement with Exhibits

Staff Briefing:

- Linebarger Goggan Blair and Sampson LLP has been serving as City's delinquent tax attorney through the contract we currently have with County of Galveston for tax collection services.
- The proposed agreement will become active if the County changes delinquent tax attorney or the City terminates the tax collection agreement with the County.
- Attached to proposed agreement is a waiver of all fees for the use of the tax and liens software to assist the City with tax and municipal liens management (see Article 3, section 3.03 and Exhibit A).

History (if applicable):

Target Implementation:

- **July 2, 2015**

Significant Action Dates:

- **June 8, 2015** - Council approval of proposed agreement.
- **July 2, 2015** - Agreement effective date.

Action:

[ ] Ordinance
[ ] Resolution
[ ] Proclamation
[ ] Special Presentation
[ ] Finance Report
[ ] Public Hearing
[h] Other - Agreement

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	-0-
Acct. Name	
Line Items #	
Other Funding	

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

CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to authorize the City Manager to execute an agreement with Linebarger Goggan Blair and Sampson LLP for delinquent property tax and code enforcement liens collection services for City of La Marque.

Fiscal Impact: No cost impact.

Agreement for Tax and Code Enforcement Lien Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and City of La Marque (hereinafter referred to as the "Client").

Article 1 – Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2 – Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect delinquent property taxes and municipal liens that are owed to the Client and that are subject to this agreement, as hereinafter provided and allowed by law.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax and attorney's fees are recovered and paid pursuant to a delinquent tax suit;

(b) On the date any lawsuit is filed with respect to the recovery of the tax or estimated tax along with attorney's fees awarded and paid pursuant to a lawsuit, in accordance with the Texas Property Tax Code;

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) On July 1 of the year in which the taxes become delinquent.

2.04 The Firm shall provide for Client its Code Enforcement Lien Processing software, as set forth in the attachments, entitled 'Appraisal and Collection Technologies, L.L.C. Hosting Service Agreement'.

Article 3 - Compensation

3.01 Client agrees to pay to Firm, as compensation for the tax collection services required herein, the following amount for tax collection services:

(a) twenty (20%) percent of the amount of all delinquent taxes, penalty and interest, subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client, through its Interlocal Agreement with Galveston County for tax collection services, shall pay the Firm by the twentieth (20th) day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. This agreement is retroactive to the date which Client contracted with Galveston County for tax collection services. All compensation above provided for shall become the property of Linebarger at the time payment of the taxes, penalty and interest is made to the collector.

3.03 In consideration of the Client engaging Firm as delinquent tax collection attorney pursuant to this agreement, Firm agrees to suspend the Annual Service Fee for its Code Enforcement Lien Processing software. So long as the Firm remains as delinquent tax collection attorney for Client, Firm will provide the Code Enforcement Lien Processing software at no cost to Client.

Article 4 - Retention of Files and Intellectual Property Rights

4.01 The Firm recognizes and acknowledges that all items contained in the Firm's litigation files related to the Firm's representation of the Client are the property of the Client. The Firm agrees to retain and safeguard such files on behalf of the Client, provided that, the Client agrees that such files may, from time to time, be disposed pursuant to the File Retention Policy attached hereto as Schedule 'A' File Retention.

4.02 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.03 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 - Costs

5.01 The Firm and Client recognize that certain costs, *e.g.*, publication costs and title research fees, *etc.*, will be incurred in the process of providing the services contemplated in this Agreement. The Firm will either: (i) advance such costs on behalf of the Client, or (ii) arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered from the delinquent taxpayer. All such costs incurred will be wholly advanced by Firm and Firm will seek reimbursement of such advanced costs through legal remedies allowed by law. Client has no liability for any such advanced cost.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

Article 6 - Term and Termination

6.01 This agreement shall expire on July 1, 2019, (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to thirty (30) days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for a one year period without the necessity of any further action by either party. In the absence of any such thirty (30) day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one (1) year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty (60) day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of ten (10) days following the date of written notice to the Firm of such termination ("Termination Date").

Notwithstanding the foregoing, if at any time during the term of this Agreement, Client may terminate this Agreement effective upon the expiration of thirty (30) days written notice of such termination.

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six (6) months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six (6) month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six (6) month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7 – Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Mediation and Venue.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to **mediation. In the event mediation is unsuccessful, the parties are free to pursue their right in a court of competent jurisdiction. Any legal proceedings relative to this Agreement or the obligations thereunder shall be in Galveston County, Texas.**

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and supercedes all previous oral or written agreements. This Agreement may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

IN CONSIDERATION OF THE TERMS AND COMPENSATION HEREIN STATED, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

CITY OF LA MARQUE

BY:______________________________

____
Name

____
Title

Date:____________________________

LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP

BY: ______________________________
Partner

Date:____________________________

ATTEST:

____
City Secretary

SCHEDULE 'A' – FILE RETENTION

DELINQUENT TAX SUIT FILES

(a) Cases in which non-suits are taken, dismissals are granted, or judgments are vacated, may be destroyed upon the expiration of five (5) years following the date of non-suit or dismissal or one (1) year after a judgment is taken on the same property in a subsequent suit, whichever first occurs.

(b) Cases in which judgments are taken, followed by satisfaction of the judgment by any means other than foreclosure sale, may be destroyed upon the expiration of five (5) years following satisfaction of the judgment.

(c) Cases in which real property judgments are taken or real property seizures conducted under tax warrant, followed by tax sale, are destroyed upon the expiration of twenty-five (25) years following the date of original tax sale.

(d) Cases in which judgments are taken for personal property taxes, followed by abstract of judgment, are destroyed upon the expiration of twenty (20) years following the filing of the abstract or one (1) year following satisfaction of the judgment, whichever first occurs.

PERSONAL PROPERTY TAX WARRANT FILES

(a) Cases in which non-suits are taken, dismissals are granted, or dissolution of warrant occurs prior to a seizure of any property are destroyed upon the expiration of one (1) year following the date of non-suit, dismissal, dissolution.

(b) Cases in which seizures under a warrant occurs, regardless of whether actual sale of property occurs, are destroyed upon the expiration of four (4) years following the date of seizure.

BANKRUPTCY FILES

(a) Cases that have been dismissed are destroyed upon the expiration of one (1) year following the date of dismissal.

(b) "No Asset Chapter 7" cases in which a discharge has been granted to the debtor are destroyed upon the expiration of one (1) year following the date of discharge or final payment, whichever occurs earlier.

(c) "Chapter 13" cases in which a discharge has been granted to the debtor are destroyed upon the expiration of one (1) year following the date of discharge.

(d) "Chapter 7 Asset" cases are destroyed upon the expiration of one (1) year following the filing of the Trustee's Final Report.

(e) "Chapter 11" cases in which there is a Confirmed Plan are destroyed upon the expiration of eight (8) years following the date of Confirmation, unless the plan has not been completed. In the event payment under the plan is not complete following eight (8) years, then the file shall be destroyed upon the expiration of one (1) year following receipt of the final payment under the plan.

APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C.

HOSTING SERVICE AGREEMENT

This Hosting Service Agreement (this **"Agreement"**) is made and entered into as of the date set forth below (the **"Effective Date"**) by and between Appraisal and Collection Technologies, L.L.C., a Texas limited liability company (**"ACT"**), and the customer identified in the signature block below (the **"Customer"**).

In consideration of the rights and benefits that they each will be receiving under this Agreement, and intending to be legally bound, ACT and Customer (each a **"Party"** and together, the **"Parties"**) agree to the terms of this Agreement.

APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C. Address:

By: ______________________________
Jim Brod, Chief Executive Officer

911 Central Parkway North
San Antonio, Texas 78232
Attention: Chief Executive Officer

CITY OF LA MARQUE Address:

By: ______________________________

1111 Bayou Road
La Marque TX 77568

____
Name

____
Title

Effective Date: ____________________ _______, 2015

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT MAY CONTAIN SEVERAL ATTACHED EXHIBITS, THE PAGES OF WHICH MAY NOT BE NUMBERED.

TABLE OF EXHIBITS

Exhibit A	Fee Schedule
Exhibit B	Service and Support Level Specification Agreement

TERMS AND CONDITIONS

1. Services.

1.1. Customer's Rights to Use the Services. ACT grants Customer a limited non-exclusive, non-transferable, worldwide right and license to access and use the Services for the duration of the Term (as defined herein) solely for the purposes of tax assessment and collection by or on behalf of Customer. This right is subject to Customer's payment of all required fees described in Exhibt A (the "**Fees**") attached hereto and incorporated herein and compliance with all of its obligations under this Agreement. The "**Services**" means the services provided by ACT that are described in Exhibit B attached hereto and incorporated herein.

1.2. Service Levels. In providing the Services, ACT shall use commercially reasonable efforts to comply in all material respects with any service levels set forth in Exhibit B ("**Service Levels**"). ACT shall not be responsible for failing to meet a Service Level to the extent the failure is caused by Customer, a third party or a force or cause beyond ACT's reasonable control.

1.3. Rights of ACT. ACT shall be free to provide Services for others on an unrestricted basis. ACT may subcontract any portion of the Services without notice, consent or any other restriction and has sole discretion in its use of subcontractors and consultants, including, but not limited to third party server hosting services.

2. Customer Restrictions; Proprietary and other Rights.

2.1. Restrictions. Customer shall not, and shall not permit any third party to: (i) sublicense, resell, lease, transfer or assign to any third party the Services or any associated software owned by ACT (**"ACT Software"**) or associated software owned by a third party (**"Third Party Software"**); (ii) duplicate, modify or make derivative works of any ACT Software or Third Party Software; or (iii) reverse engineer, decompile, disassemble, or translate any ACT Software or Third Party Software. Customer has no rights to the source code of the ACT Software or Third Party Software. Customer may not access the Services other than as expressly provided by ACT pursuant to this Agreement. Access to the Services shall be limited to by Customer to employees, contractors, consultants, representative or agents of Customer that are authorized by Customer to access and use the Services on Customer's behalf (**"Authorized Users"**). Customer shall be solely responsible for any activities that occur under its account with ACT, including the activities of its Authorized Users.

2.2. Data Rights. Customer grants ACT a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use in any media the data, information, trademarks and content of Customer ("**Customer Data**") to the extent ACT needs the Customer Data to provide the Services, to configure the format and other technical or display requirements of the Services, and to manipulate and display the Customer Data for processing transactions on behalf of Customer. The Services may be designed to collect transaction, connection and/or performance information for use by ACT ("**Transaction Information**"). All Customer Data and Transaction Information is and shall remain the sole and exclusive property of Customer and shall not be used by ACT for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

2.3. Privacy Policy. Customer agrees that ACT and its affiliates may use any information Customer provides to ACT, including but not limited to, the Customer Data and Transaction Information for the purposes of this Agreement and in a manner consistent with ACT's then-current Privacy Policy as set forth at www.acttax.com which may be changed by ACT without notice. Customer agrees, however, that ACT is not responsible for any information Customer provides to third parties, and that the privacy policies, if any, of such third parties will govern the use and disclosure of such information.

2.4. Acceptable Use. Customer shall comply, and shall cause its Authorized Users to comply, with the then-current Acceptable Use Policy located at www.acttax.com, as it may be modified from time to time, in ACT's sole discretion without notice ("**Use Policy**"). ACT shall notify Customer of any Use Policy violation by Customer and Customer shall cure the violation within five business days of receipt of notice of the violation. If the violation is by an Authorized User and the violation is not cured within this timeframe, Customer shall terminate that user's access to the Service. If Customer fails to terminate the access of any Authorized User that continues to violate the Use Policy, ACT shall have the right to terminate this Agreement. Customer shall comply with all written policies related to the Service that are published or reasonably communicated by ACT and all reasonable written directives provided by ACT with respect to use of the Service that are reasonably designed by ACT to ensure efficient operation of the Service.

2.5. Proprietary Rights of ACT. The Services, the ACT Software, the Third Party Software and any trade secrets, know-how, methodologies and processes, copyrights, trademarks, patents, trade secrets, and any other proprietary and intellectual property rights associated with or inherent in the Services, the ACT Software or the Third Party Software are and shall remain the sole and exclusive property of ACT and its third party licensors and shall not be used by Customer for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

3. Relationship Management. ACT and Customer shall each designate a representative (a "**Relationship Manager**") for this Agreement. Each Party shall have the right to change its Relationship Manager or designate an alternate by providing written notice to the other Party.

4. Fees, Payment, Taxes.

4.1. Fees. Unless noted otherwise herein, Customer shall pay ACT the Fees set forth in Exhibit A.

4.2. Payment. Unless this Agreement or an Exhibit to this Agreement specifically provides otherwise, Customer shall pay all Fees within thirty (30) days of the date of invoice at the address specified in Exhibit A. Any Fees not paid when due shall accrue interest at a rate equal to the lesser of (i) one and one half percent (1.5%) of the invoiced amount per month or (ii) the maximum rate allowable under applicable law on all unpaid amounts. If Customer fails to pay any Fees on a timely basis, ACT may suspend Customer's access to the Services until the outstanding payment including any late charges is made in full.

4.3. Expense Reimbursement. Customer will reimburse ACT for all reasonable out-of-pocket expenses incurred by ACT in rendering the Services, as specified in the applicable Exhibit to this Agreement. Such expenses may include, but shall not be limited to, travel and travel related expenses (including transportation, lodging and meals) and costs of any tangible material acquired by ACT for Customer's benefit.

4.4. Taxes. Customer shall be liable for, and shall reimburse ACT for, all sales, use, transfer, privilege, excise, service, telecommunication, all other taxes and all duties and regulatory fees related to this Agreement, whether foreign, federal, state or local, however designated (including any interest and penalties imposed thereon), other than taxes based on the net income of ACT.

5. Confidentiality.

5.1. Non-Disclosure Obligations. Except as is specifically required or permitted by this Agreement, neither Party shall, without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other Party's Confidential Information during the Term and for three (3) years after any end to the Term; and (ii) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after the end of the Term). The Parties agree that, during the Term and thereafter, each Party will hold Confidential Information and Trade Secrets in a fiduciary capacity for the benefit of the other Party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information or Trade Secrets of the other Party to any third party, or (b) utilize Confidential Information or Trade Secrets for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other Party. Each Party will limit the disclosure of the other Party's Confidential Information and Trade Secrets to employees, contractors or agents with a need-to-know, shall notify its employees, contractors and agents of their confidentiality obligations with respect to Confidential Information and Trade Secrets and shall require its respective employees, contractors and agents to comply with these obligations. Each Party shall be liable for any breach by any employee, contractor or agent of the confidentiality obligations contained herein.

5.2. Trade Secrets. For purposes of this Agreement the following terms shall have the following meanings: "**Trade Secrets**" shall mean information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Parties stipulate that the Services and the ACT Software and the Third Party Software and all intellectual property rights associated with those items shall constitute Trade Secrets of ACT and its licensors.

5.3. Confidential Information. "**Confidential Information**" shall mean, with respect to a Party, all valuable, proprietary and confidential information belonging to or pertaining to the Party that does not constitute a Trade Secret of the Party and that is not generally known by or available to the Party's competitors but is generally known only to the Party and those of its employees, contractors, clients or agents to whom such information must be confided for internal business purposes. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third Party having the right to disclose it without an obligation of confidentiality.

5.4. Required Disclosure. Notwithstanding the foregoing, either Party may disclose Confidential Information or Trade Secrets of the other Party in judicial or other government proceedings to the extent that the Party is legally compelled to do so, provided that the Party has notified the other Party in writing at least ten (10) days prior to disclosure and shall have used its best efforts to obtain, and shall have afforded the other Party a reasonable opportunity to obtain, an appropriate protective or similar order providing for the confidential treatment of the Confidential Information or Trade Secrets required to be disclosed.

5.5. Injunctive Relief. Each Party acknowledges that any unauthorized disclosure or use of the other Party's Trade Secrets or Confidential Information would be likely to injure the other Party irreparably. Each Party acknowledges that its misuse or unauthorized disclosure of the other Party's Confidential Information or Trade Secrets shall entitle the other Party to injunctive or other equitable relief.

6. Representations and Warranties.

6.1. ACT Representations and Warranties. ACT represents and warrants to Customer that: (i) it will provide the Services in a manner consistent with reasonably applicable general industry standards; (ii) in providing the Services, it shall comply with all applicable Federal, state and local laws and regulations ("**Laws**") and shall obtain all required permits and licenses; and (iii) will update the ACT Software and the Service as necessary to comply with changes mandated by legislative changes to the State of Texas Property Tax Code and administrative directives issued by the Property Tax Division of the Comptroller's Office for the State of Texas.

6.2. Customer Representations and Warranties. Customer represents and warrants to ACT that: (i) the Customer Data does not and shall not infringe on or violate any third party's intellectual property or other proprietary rights; (ii) Customer owns the Customer Data or otherwise has the right to place the Customer Data on the ACT's infrastructure in connection with the Services and to view and access the Customer Data through the Services; (iii) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement; and (iv) in connection with its use of the Services, it shall comply with all Laws and shall obtain all applicable permits and licenses.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. ACT DOES NOT WARRANT THAT: (a) THE SERVICES AND ANY RELATED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) SERVICE OR SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE SERVICES OR SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS.

6.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ACT IS NOT RESPONSIBLE FOR, AND CUSTOMER RELEASES ACT FROM, ANY DELAYS, DELIVERY FAILURES OR DAMAGES RESULTING FROM SUCH PROBLEMS.

7. Indemnification.

7.1. Customer Indemnity. To the extent allowed by law, Customer shall indemnify and hold harmless ACT and any affiliated entities and their respective officers, directors, partners, employees, shareholders, and agents against any losses, lawsuits, claims, damages liabilities, penalties, actions, proceedings or judgments resulting from or arising out of: (a) the use or operation (including, without limitation, any unauthorized use or operation) of the Services by or on behalf of the Customer or its Authorized Users that is not in compliance with this Agreement; and (b) any negligent use or intentional misuse of the Service by or on behalf of Customer or its Authorized Users

7.2. ACT Indemnity. Subject to Section 8, ACT shall indemnify and hold harmless Customer and any affiliated entities and their respective officers, directors, partners, employees, shareholders and agents against any damages awarded against the Customer by a court of competent jurisdiction in connection with a final judgment or ruling that the Customer's use of, or access to, the Services infringes a United States patent, copyright or trademark of the third party that is registered as of the date ACT provides Customer with the Services, provided, that: (a) Customer gives ACT prompt notification in writing of any such infringement claim specifying in reasonable detail the nature and all material aspects of the claim and reasonable assistance, at ACT's expense, in the defense of such infringement claim; and (b) ACT has the sole authority to defend or settle such infringement claim.

7.3. Indemnification Limitations. ACT shall have no obligation for any infringement claim arising out of or relating to: (a) use of the Services other than in accordance with the terms of this Agreement; (b) any Third-Party Software associated with the Service; or (c) use of the Services in combination with any other hardware, software or other materials where absent such combination, the Services would not be the subject of the infringement claim.

7.4. Effect of Infringement Claim. If an infringement claim is asserted or, in ACT's reasonable belief, is likely to be asserted, (a) ACT may require Customer to discontinue use of the Services immediately and Customer shall comply with such requirement; and (b) ACT will, at its sole option, either (i) procure for Customer the right to use and exercise its rights with respect to the Services as provided in this Agreement; (ii) replace the Services with other non-infringing services or modify the Services to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by ACT in its sole discretion, terminate this Agreement, in whole or in part, and pay to Licensee any prepaid Fees paid by Licensee for the infringing Services that are not provided due to the early termination.

7.5. Exclusive Remedy. THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ACT AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5, ACT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE, OR COMPUTER FAILURE. ACT SHALL NOT BE LIABLE TO CUSTOMER FOR; (I) LOST DATA; OR (II) FAILURE TO REALIZE EXPECTED SAVINGS RESULTING FROM THE USE OF THE SERVICES, EVEN IF ACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. IN ANY CASE, ACT'S ENTIRE AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

9. Dispute Resolution.

9.1. Injunctive Relief. A material breach of Sections 2.1, 2.4 or 2.5 by Customer would irreparably harm ACT and, accordingly, Customer agrees that in the event of such a breach ACT shall be entitled to apply to a court of appropriate jurisdiction for injunctive relief, specific performance and/or, as the case may be, other interim measures, without the posting of any bond, to prevent or stop harm, including, but not limited to, harm relating to, trademarks, copyrights, patent rights, know-how, trade secrets or other intellectual property rights. These rights to injunctive relief are in addition to those rights specified in Section 5.5.

10. Term and Termination.

10.1. Term. The "**Term**" shall be the duration of ACT's obligation to provide Services to Customer. The Term shall commence on the Effective Date and shall continue for an initial period of one (1) year, unless it is terminated sooner in accordance with this Agreement (the "**Initial Term**"). The Term shall automatically renew beyond the Initial Term on a month-to-month basis subject to earlier termination in accordance with this Agreement (each, a "**Renewal Term**").

10.2. Non-Renewal. This Agreement may be terminated by Customer or ACT on the last day of the Initial Term or on the last day of any Renewal Term by providing written notice to the other Party not less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, indicating an intention to terminate the Agreement as of the last day of the Initial Term or the then current Renewal Term ("**Termination Date**").

10.3. Termination.

10.3.1 Termination by ACT. In addition to any other rights ACT may have under this Agreement or law, ACT may, at ACT's option terminate this Agreement as follows: (i) upon Customer's failure to pay any Fees or other amounts it owes ACT under this Agreement (unless otherwise noted herein); (ii) upon Customer's material breach of any of its other obligations, representations or warranties under this Agreement where the breach is not cured within forty five (45) business days after written notice of the breach is provided to Customer by ACT (provided, that if ACT determines in good faith that a breach by Customer is incurable, then the termination of the Term shall be effective immediately upon notice without a cure period); or (iii) immediately upon Customer's ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.2 Termination by Customer Customer may, at Customer's option, terminate this Agreement as follows: (i) for convenience upon ninety (90) days written notice; (ii) upon ACT's material breach of any of its other obligations, representations or warranties under this Agreement, where the breach is not cured within thirty (30) business days after written notice of the breach is provided to ACT by Customer; and (iii) immediately upon ACT ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.3 Migration Period. Subject to Section 10.3.4, upon the termination or expiration of the Term (other than for violation by Customer of Section 2.1, 2.4, 2.5 or 5.), Customer shall have the right, upon providing written notice to ACT, to receive Services from ACT for up to twelve (12) months after the termination date (the "**Migration Period**") provided Customer continues paying all applicable Fees to ACT. With respect to a Migration Period after a termination by ACT pursuant to Section 10.3.1, Customer shall pay Fees on a monthly basis in advance, but in the event that Customer fails to make any one (1) payment when due during the Migration Period, ACT shall be entitled to discontinue the provision of Services.

10.3.4 Effect of Termination; Customer Data. Upon the expiration or termination of the Term and after receipt of all amounts due from Customer, ACT shall return to Customer all Customer Data provided that ACT may retain any Customer Data necessary for it to continue to perform under this Agreement pursuant to any Migration Period obligations, which Customer Data will be returned to Customer at the end of the Migration Period. In addition to returning all Customer Data, ACT shall destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data, and shall ensure that if any Customer Data has been provided to a third party, such third party shall similarly destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data.

10.3.5 Effect of Termination; Fees. Upon the expiration or termination of the Term, Customer shall (i) pay ACT all amounts then due and owing to ACT, and (ii) return to ACT all proprietary materials of ACT received under this Agreement. Upon termination or expiration of the Term for any reason, in addition to other amounts payable to ACT, Customer shall pay to ACT (i) all costs associated with ACT's provision of Services during any Migration Period, and (ii) any termination fee that may be payable under the applicable Exhibit to this Agreement.

10.4. Survival. Termination or expiration of the Term does not terminate other provisions of this Agreement that by their terms do not expire on termination or expiration of the Term.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement and the Exhibits referencing this Agreement attached hereto and incorporated herein constitute the entire agreement between Customer and ACT with respect to the subject matter of the Agreement and supercede all prior oral negotiations and prior written agreements with respect to these matters.

11.2. Independent Contractors. Nothing in this Agreement or in the course of dealing between ACT and Customer shall be deemed to create between ACT and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

11.3. Use of Customer Name. ACT shall have the right to identify Customer as a customer of ACT as part of ACT's marketing efforts, including customer lists and naming Customer in press releases.

11.4. Audit Rights. ACT shall have the right during customary business hours, upon reasonable written notice and at ACT's expense, to examine Customer's books and records and use of the Services in order to audit Customer's compliance with this Agreement.

11.5. Waiver; Non-Waiver; Amendment. Failure by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be considered to be a waiver of that provision, right or option, or in any way to affect the validity of this Agreement. No waiver of any rights under this Agreement, nor any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by each Party.

11.6. Force Majeure. Neither Party to this Agreement, other than for payments due and payable, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, strikes, lockouts, riots, acts of war, terrorist threat, epidemics, communication line failures, power failures or government action.

11.7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law principles. The Parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.8. Assignment. Except as provided in this Agreement, Customer may not assign or transfer any of its rights, duties or obligations under this Agreement (whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise) without the prior written consent of ACT and any assignment not in compliance with this Section shall be deemed void. ACT in its sole discretion may assign or transfer any of its rights, duties or obligations under this Agreement.

11.9. Notice. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) five (5) calendar days after being deposited in the United States Mail, postage pre-paid, or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, (with written confirmation of receipt) and addressed or sent, as the case may be, to the appropriate addresses set forth on the first page of this Agreement (or to such other addresses as a Party may designate by notice to the other Party). All notices to ACT shall be addressed to the attention of the Chief Executive Officer with a copy delivered to Linebarger Goggan Blair & Sampson, L.L.P. (the "Firm"), to the attention of the Chief Operating Officer, at P.O. Box 17428, Austin, Texas 78760-7428 (or such other address as ACT or the Firm may designate by notice to the other Party).

11.10. Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified in scope or applicability or not been included, as the case may be.

11.11. No Third Party Beneficiaries. This Agreement inures to the benefit of ACT and Customer only and no third party shall enjoy the benefits of this Agreement or shall have any rights under it except as is expressly provided in this Agreement.

11.12. Headings. The headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

11.13. Interpretation; Order of Precedence. In the event of any discrepancy or conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall control. This Agreement and any Exhibit hereto shall prevail over any additional, conflicting, or inconsistent terms or conditions which may appear on any purchase order or other document issued by Customer.

11.14. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States including but not limited to the U.S. Export Administration Regulations (collectively, "**U.S. Export Controls**").

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EXHIBIT A

Schedule of Fees

Annual Service Fee:

The fee for the Service is: Five Thousand Dollars and No/00 ($5,000.00) per annum (the "Annual Service Fee")

Payment Schedule:
The Annual Service Fee is due and payable in equal monthly installments in the amount of Six Hundred Dollars ($600.00) on the 15th of each month, beginning in August 2016.

ACT may increase the Annual Service Fee at the beginning of each Renewal Term by giving Customer not less than thirty (30) days notice of such fee increase.

Delinquent Tax Collection Contract ; Suspension of Annual Service Fee:
ACT and Customer acknowledge and agree that their respective parent companies, Linebarger Goggan Blair & Sampson, L.L.P. and the Customer, are parties to an Agreement for Tax Collection Services (the "Tax Collection Contract"). **Notwithstanding the provisions of this Exhibit A, the Annual Service Fee shall be suspended and shall not be due and payable by Customer so long as the Tax Collection Contract remains in full force and effect.** However, in the event that the Tax Collection Contract is terminated for any reason whatsoever, Customer shall then be liable for the Annual Service Fee, which shall be due and payable in monthly installments in accordance with this Exhibit A and the Agreement.

Fees for Additional Professional Services:

Customer may request system alterations by ACT. Any such request shall be in writing to ACT by Customer and shall include specifications regarding the product or process to be modified. Customer acknowledges and agrees that these services are billable by ACT at the following specified rates:

Rate Classification	Hourly Rate
Principal	$295.00
Project Manager	$200.00
Senior Analyst	$175.00
Developer	$ 125.00
Quality Assurance / Trainer	$ 100.00
Mileage	IRS standard rate
Airfare	Actual Airfare
Per Diem	Actual Charges

EXHIBIT B

Service and Support Level Specification Agreement

(attached)

Exhibit B

Appraisal & Collection Technologies (ACT)

Service & Support Level Specification Agreement

Code Enforcement Lien Processing

1. INTRODUCTION

1.1. Purpose and Objectives

This Service & Support Level Specification Agreement (the "Agreement") is made pursuant to the "Hosting Service Agreement" dated as of July 2, 2015 between Appraisal & Collection Technologies, L.L.C. (ACT) and City of La Marque (CUSTOMER). The purpose of this Agreement is to identify the scope of work, service level commitments, change control procedures and technical support procedures provided by ACT in connection with the Hosting Service Agreement. These are defined in detail throughout this document.

1.2. Definitions

"ACT" means Appraisal and Collection Technologies LLC, a wholly owned entity of Linebarger Goggan Blair & Sampson, LLP. All references to ACT herein include ACT personnel, and ACT management.

"ACT System" means the Appraisal & Collection Technologies Code Enforcement Lien System, developed by ACT.

"Customer Management" means the person with contract signature authority who executed the Hosting Service Agreement, or their designee.

"CAD" means the County Appraisal District.

"*CEL*" means Code Enforcement Liens.

"*ASP*" means Application Service Provider.

"Change control procedures" means the agreed process to be followed when software or hardware changes are required to the ACT System.

"*Hardware*" means any and all hardware installed by ACT at the Customer site to operate the system.

"Help Desk services" mean the specified support services provided by ACT to CUSTOMER to facilitate understanding in operating and executing the delivered Services.

"Problem escalation" means the agreed procedure for alerting and notifying increasingly senior members of ACT of the non-resolution of problems.

"Problem management" means the agreed procedures for providing support and problem resolution services to CUSTOMER.

"Service availability" means the times and periods that ACT will make their services available to CUSTOMER.

"Service component" means a divisible and identifiable part of the overall Services to be delivered.

"Service review meetings" mean regular meetings that are held between representatives of ACT and CUSTOMER specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

"*Software problem*" means existing ACT system functionality not working as it was originally intended to function as documented in the ACT on-line user help system.

"*Software change request*" means new system design to support business requirements not currently supported by ACT system functionality.

"Standard services" mean those Services that ACT delivers to its Customers.

2. SCOPE OF WORK

2.1. Standard Services

Standard services to be delivered under this Agreement are set forth in Schedule A to this Agreement.

2.2. Service Availability

The availability, operational reliability, and response times of the Services to be delivered and disaster recovery plan are set forth in Schedule B to this Agreement.

2.3. Changes to Services

Change control procedures are set forth in Schedule C to this Agreement.

3. PERFORMANCE, TRACKING AND REPORTING

3.1. Service Delivery Monitoring

The methodology to be used to monitor service delivery is set forth in Schedule D to this Agreement.

3.2. Service Level Reporting

The content and schedule of service level reports are set forth in Schedule E to this Agreement.

3.3. Service Review Meetings

Service review meetings to discuss such items as service performance levels, system issues, proposed design changes and administrative issues will be held on an as-needed-basis with ACT.

4. PROBLEM MANAGEMENT

4.1. Support and Help Desk Services

Support and Help Desk services are set forth in Schedule F to this Agreement.

4.2. Problem Escalation

To ensure timely problem resolution, a problem escalation procedure is set forth in Schedule G to this Agreement.

4.3. Problem Priority Resolution

Standard problem definitions as described in Schedule H will apply to the services provided under the terms of this Agreement.

5. CUSTOMER DUTIES AND RESPONSIBILITIES

5.1. Customer Personnel, Facilities and Resources

CUSTOMER will insure that the ACT has timely access to appropriate CUSTOMER personnel and will arrange for ACT personnel to have suitable and safe access to the Customer's facilities and systems. Additional responsibilities of both parties are included in the attachments, which are part of this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this

Agreement on this date, the ______ day of July, 2015.

APPRAISAL & COLLECTION TECHNOLOGIES

By: ____

Jim Brod, Chief Executive Officer

CITY OF LA MARQUE

By: ____

____

Name

____

Title

SCHEDULES

SCHEDULE A – STANDARD SERVICES

Schedule A provides a detailed list of the Standard Services that are to be delivered to CUSTOMER under the terms of this Agreement. Also identified are Customer responsibilities to achieve these services.

CUSTOMER owns and shall maintain exclusive control over all of its records stored in the ACT System including data imported from external sources in the process of keeping records up to date. ACT has no rights to CUSTOMER data but may gain access by complying with established Open Record Request procedures directed to the CUSTOMER Public Information Officer.

- ACT shall provide technical and analytical support for the following processes that shall be performed by Customer personnel:

  Maintenance of Tax Records Database – The Code Enforcement Liens System (CELS) is initially populated for all real property accounts by extracting relevant data from customer's appraisal district supplied current year tax roll. Name and Address updates are periodically applied to maintain this data current.

  Pre-lien data collection and notices – The Code Enforcement Liens System can be configured to begin the life cycle with the initial report of a possible violation. Information can be added to the system and a warning notice generated to the property owner.

  Lien Document Generation - The Code Enforcement Liens System can be configured to produce the lien enforcement document customized to client specifications. This document is usually filed at the county clerk's office and the system updated with the document file number.

  Lien Billing and Notices - The Code Enforcement Liens System has a pre-established set of "bills" and notices which can be produced by the end user and mailed to the property owner.

  Lien Tracking and Customer Service - The Code Enforcement Liens System has a developed set of user interface components which can be used by the customer to trace lien history, answer usual property owner inquiries, and maintain the status of liens on a property.

  Collections - The Code Enforcement Liens System has a robust set of collection interfaces and reports which can be used to post payments, balance work, and report on collections.

  Reporting - The Code Enforcement Liens System has a inventory of reports used by the customer to report on the status and account balances for all liens.

- ACT shall maintain and manage a Help Desk to support the user population at CUSTOMER. Hours of operation will reflect current and future CUSTOMER hours of operation, as defined in Schedule B.
- ACT shall manage global code preferences (multi-client code) used throughout all modules of ACT.

- CUSTOMER will maintain the CUSTOMER client preferences code set. ACT support resources will be available to provide assistance as needed.

- ACT will maintain core development of application fixes and enhancements to the ACT software modules.

- Reports for use across clients developed within the core ACT modules will remain the responsibility of ACT staff.

- CUSTOMER will develop and maintain user requested reports using an ad hoc reporting tool provided and licensed by ACT. ACT technical support will be available to aid in this effort as needed. However, joint CUSTOMER and ACT report development using an ad hoc reporting tool will be mutually agreed upon in advance by both parties.

- It is the responsibility of CUSTOMER to provide specifications for software problems and other requests on an ACT-provided template (see Schedule J) that includes the appropriate level of information to communicate all system functional requirements.

- ACT staff will provide support to aid the CUSTOMER in performing business requirements analysis and assisting in the specifications documentation of requested design changes/new report development.

- Security Administration: ACT staff will perform the initial setup of the system and controls necessary for the customer's system administrator to operate the system. This initial setup will include granting necessary permissions to customer's system administrator so as to allow the administrator to add other users and control their access within the system.

- Designated ACT personnel shall provide software and system support and training to define and maintain users and security roles and entitlements.

- ACT product releases/upgrades will be moved into CUSTOMER's test environment after end of business day on Mondays throughout the year. Migrations approved ACT product releases/upgrades will occur on Thursdays after end of business day on Thursdays throughout the year. Emergency migration will occur occasionally throughout the year and will be scheduled by mutual agreement of CUSTOMER and ACT management.

- ACT will be responsible for maintaining all Oracle components including product upgrades.

- ACT will manage, acquire and administer all licenses and maintenance agreements related to the Oracle software toolset and ACT related hardware.

- ACT staff will maintain hardware infrastructure for that hardware provided by ACT and the broadband connection between the hardware and the ACT site in San Antonio. CUSTOMER will be responsible for the maintenance of all other hardware owned by CUSTOMER and peripheral devices used by the ACT system throughout CUSTOMER operations. The management and maintenance of the CUSTOMER network and servers will be the responsibility of CUSTOMER Information Technology Group in conjunction with the CUSTOMER. (See Disaster Recovery Plan document.)

- ACT will maintain the current level of hardware infrastructure and backup equipment to minimize downtime to CUSTOMER.

- ACT shall manage on-line system documentation. CUSTOMER approved Customer requested updates should be given to on-site ACT support in written form. (See Schedule J.) While ACT cannot guarantee incorporation of all requested changes into the overall documentation product, each written request will be addressed in writing within a timely manner. (See Schedule H for response time.)

- ACT shall provide continuing product training as agreed upon in advance by ACT and CUSTOMER Management.

- Unless otherwise agreed between both parties, third party vendor training for CUSTOMER resources is the responsibility of CUSTOMER.

- CUSTOMER will provide access to necessary resources and information in a timely manner to support ACT in completing the above goals.

- CUSTOMER will provide and maintain a suitable environment to install and operate ACT system and related hardware and software.

SCHEDULE B – SERVICE AVAILABILITY

Schedule B provides a list of the times and periods when the ACT System will be available to the CUSTOMER under the terms of this Agreement.

Access to the ACT system should be available at all times except when essential maintenance to hardware or software is required. If it becomes necessary to interrupt service during prime business hours, prior notification to and approval from CUSTOMER Management is required unless the situation is critical in nature and could cause more damage if not handled immediately. As much as possible, interruptions will be scheduled to minimize any impact on users.

On-Line Availability

- ACT commits to 99% on-line application availability during both prime business hours, which are 7:00 AM to 7:00 PM Monday – Friday CST, and during other hours between 7:00 AM to 9:00 PM CST seven days a week This is measured by users' ability to process transactions and access data. ACT will notify CUSTOMER Management of any unscheduled outage and resolve the issue as quickly as possible.

Scheduled System Downtime

- Scheduled downtime will be conducted outside prime business hours.

- Scheduled downtime will occur on a daily basis between 5:00 AM – 5:30 AM CST. This scheduled downtime is required to conduct daily backups.

- Weekly maintenance is scheduled for Saturday beginning at 5:00 AM – 5:30 AM. This maintenance window is required to run data backups and perform normal database maintenance activities.

- Monthly scheduled downtime occurs the morning of the first day of the new month prior to CUSTOMER Business hours. These monthly backups will occur at 1:00 am and must be completed prior to 7:00 am. Should this conflict with another backup that is scheduled for that day, the monthly backup will begin after the first backup is complete, but it must be complete prior to 7:00 am start of CUSTOMER business day.

- While not a norm, downtime outside the scheduled windows may be necessary. In these instances, ACT will communicate such cases within a 4-day advance communication to CUSTOMER Management, unless the maintenance is deemed critical to system stability. A mutually agreed upon down time shall occur to minimize disruption to CUSTOMER operations.

- If CUSTOMER Management requires system availability during ACT regularly scheduled maintenance windows, advance written notice from CUSTOMER Management is required within 4 working business days. ACT will strive to fulfil these requests to the best of its abilities to facilitate continued business processing.

Response Times to Outages

- Upon identification of a system outage, ACT will begin problem source identification and troubleshooting the problem within a 15-minute timeframe. ACT will use the PRC system to track and report on system status. Whether or not the outage also impacts the PRC system, ACT will notify system users and provide updates to CUSTOMER using e-mail, PC based tools or by phone if PC's are also down, until the PRC and/or ACT systems are accessible.

Back-Up Procedures

- Backup database procedures are performed on a nightly, weekly and monthly basis. See Schedule I for Backup Retention Policy.

Disaster Recovery / Hardware Failure

- Physical Redundancy: CUSTOMER's ACT database server (ACTPROD) is using Data Guard and is replicated in Austin at the ACT disaster recover site. Please refer to the Disaster Recovery document for detailed information in this area.

- If a fail-over operation is required due to ACT equipment/database inoperability, fail-over will be initiated and managed by ACT to re-route users to the backup site located in Austin. CUSTOMER will provide technical assistance as needed. While ACT could switch to the standby database in Austin and have it up and running in less time as compared to a restore of the primary database, ACT would make every attempt to get the primary database back up and running within the timeframe specified in this Agreement. This would help maximize database integrity when the primary database was restarted.

Disaster Types

It is important to further delineate the different types of disasters as each has a varying degree of impact and operational risk.

Level 1 Disasters are defined as having low data impact, possibly high operations impact, but no continuity issues. These disasters do not put data that is on the database at risk. Level 1 disasters include:

A) Failure of the Customer's connection to ACT. ACT will troubleshoot. If a new router is needed, one of ACT's backup routers would be dispatched with an appropriately trained technician to install the new equipment.

Level 2 Disasters are defined as having medium to high data impact, possibly high operations impact, and potential continuity issues. ACT would focus to minimize data loss. Level 2 disasters include:

A & B) Failure of the main Oracle database server or failure of the database storage server. Should a total failure of the database or storage server occur, the unposted Data Guard logs would be posted to the standby database in Austin that would become the primary database. Thus, CUSTOMER would cut over immediately to the Austin system.

C & D) Failure of an application server. ACT maintains 6 application servers that serve the CUSTOMER user community. The failure of any one or multiple application servers will cause the user to be disconnected from the system. When the user re-connects, they will be automatically routed to a functioning application server.

Level 3 Disasters are defined as having high data impact, high operations impact and business continuity issues. These include: Major damage/loss of building and infrastructure, chemical or biological incident that makes the building inhospitable to employees and meteorological event that makes getting to the building impossible to employees.

Should the database be destroyed or become physically inaccessible, ACT will utilize a standby database at its Data Center in Austin. This database is an exact replica of the database in San Antonio, up through the time of the last Oracle log file transmitted in full from San Antonio.

In case of a massive failure or disaster involving the primary database for CUSTOMER, the standby database would be updated with the logs. Logs will be transmitted as defined in the Disaster Recovery document to the back-up site in order to ensure our ability to meet this failure, should it occur. The presence of this standby database in a different city mitigates the risk of data loss and helps to ensure continued data integrity.

SCHEDULE C – CHANGE CONTROL PROCEDURES

Schedule C provides information on the change control procedures to be followed for software problems or Customer requested system changes to the ACT system.

Software Design Change Requests

- After approval by CUSTOMER Management, requested changes will be sent to ACT in writing for consideration. (See Schedule J.)
- CUSTOMER will provide a written specification identifying details of the requested change and reason for the change. CUSTOMER resources will be available to discuss the requested change.
- ACT Management will evaluate the change request specification and perform a cost benefit impact analysis considering the CUSTOMER requirements as well as other ASP Clients. ACT may share change request information across ASP Clients.
- If impact analysis yields a potential conflict across ASP Clients, ACT will work with the CUSTOMER (and all ASP Clients) to resolve in a mutually beneficial manner.
- After CUSTOMER Management and ACT Management approve a change request, a target availability date will be scheduled that is mutually agreed upon by both parties and takes into consideration development and internal test timeframes.
- Once ACT develops and internally tests the change, ACT will migrate the change to the ACT-maintained Client Regression Test Bed Environment on a weekly basis, unless a client emergency requires sooner attention. In this environment, all clients will have the opportunity to test the change in a mutually agreed upon timeframe as outlined in this Agreement. (See below "Client Testing Timeframe".)
- If a change/fix involves a CUSTOMER specific object, for example, a tax statement, testing is limited to the CUSTOMER User Community.
- CUSTOMER has the right to test any change (unless it is a client-specific object) and provide written test results to ACT in three business days as outlined in this Agreement. (See below "Client Testing Timeframe".)

- If any client identifies development issues, ACT will fix and re-test the change before re-migrating it to the ACT-maintained Client Regression Test Bed Environment.

- If added functionality or issues are identified during testing that were not in the original request scope, a new change request will be required and a new schedule of development will need to be discussed and agreed upon.

- Once the CUSTOMER verifies that the design change is operating as requested, including successful execution of Regression Testing to ensure no corruption of non-related functions, ACT will migrate the change to the CUSTOMER Production environment.

CUSTOMER will have the option to test the change and to regression test all application changes/fixes before migration to the production environment, unless the problem is identified as mission critical for any ACT Client or the change/problem is ACT Client specific. Clients will forfeit this option if testing is not completed and written results sent to ACT within the timeframe listed in this Agreement.

The contractual warranty shall extend to all additions and modifications to the system by ACT unless the modification has been requested by the CUSTOMER and ACT has advised against the modification because of associated risks in so doing.

Software Development Problems

- CUSTOMER will provide ACT ample information when reporting an issue. Examples of relevant data include the date/time the problem occurred, a detailed description of the issue in terms of impact on business processing, the process that was being performed in ACT when the error occurred, system error message received and the user ID operating the system. This information will be captured using the PRC form, which must be approved by CUSTOMER Management. (See Schedule J.)

- Software problems will be assigned a priority and resolved within the timeframe outlined in Schedule H of this Agreement.

- Once ACT develops and internally tests the fix to a software problem, ACT will migrate the fix to the ACT-maintained Client Regression Test Bed Environment. This migration will occur weekly on Monday nights.

- CUSTOMER has three days to verify that the fix is operating as needed, upon written authorization by CUSTOMER Management, ACT will migrate the fix to the Production environment Thursday nights (after CUSTOMER's three day review period).

- If continued issues are found with a particular fix, ACT will correct and re-test before migrating the fix back to the Client Regression Test Bed Environment.

- If a design change or fix is rejected by CUSTOMER, the application code will be removed from the regression test bed and not migrated further to the CUSTOMER Production instance. A PRC will be opened on behalf of CUSTOMER in ACT's PRC system to track a programmatic solution that will meet CUSTOMER and other client needs to minimize code deviations across CUSTOMER and other client's environments.

Customer Testing Timeframe

- It is imperative that all ACT clients test fixes and design changes in a timely fashion. Clients will test a software problem or design change in the client's regression test bed according to the client-specified test plan in accordance to the timeframes listed below:

  - Software problems: 3 working business days (normally Tuesday thru Thursday).

- Enhancement: 3 working business days, unless otherwise mutually agreed upon by both parties (normally Tuesday thru Thursday).

- ACT will migrate any change or problem fix to the CUSTOMER's Production environment which has undergone successful ACT testing unless ACT receives a notice from CUSTOMER that their independent testing has located a defect.

- ACT will migrate fixes and/or enhancements to the ACT-maintained Client Regression Test Bed Environment no more frequently than once per week. An exception would occur if an emergency fix is required by CUSTOMER or other ACT clients. Prior authorization from CUSTOMER Management is required for these exceptions. ACT will migrate changes on Monday nights weekly, as needed. CUSTOMER will have 3 days to test, i.e. Tuesday through end of day Thursday. CUSTOMER must notify ACT in writing of a defect in any PRC by the close of business Thursday. Once CUSTOMER approves fixes and/or enhancements, ACT will migrate these into the CUSTOMER's production environment (ACTPROD), also on a weekly basis after Thursday end of business day.

SCHEDULE D – SERVICE MONITORING AND PERFORMANCE MEASUREMENT

Schedule D provides detailed information on the monitoring of services delivered to the Customer and the metrics and other means to be applied to measure the performance of the services delivered under the terms of this Agreement, as denoted in other sections of this Agreement.

Performance Monitoring:

- ACT will have in place tools to be used to analyze performance issues.

- CUSTOMER users will report to CUSTOMER and ACT management on user experienced system performance issues. ACT will investigate reported performance issues. If the problem is identified as an ACT issue, performance tuning results and targets will be reviewed and approved or changes made as necessary. Any non-compliance with performance expectations will be discussed between CUSTOMER and ACT.

Software Problems:

- While ACT expects to deliver well within the specified timeframes, Schedule H outlines the delivery timeframe for a software problem resolution. Note that processes covered under each Problem Priority level are outlined in Schedule H of this Agreement.

- Where needed, CUSTOMER technical and business staff will provide appropriate and timely turnaround to support ACT's problem resolution efforts and timeframes listed in Schedule H of this Agreement.

Software Enhancements

- ACT expects to deliver well within the mutually agreed upon target dates software enhancements.

Hardware Failure

- Refer to Schedule B, Service Availability, for specified timeframes for recovery in the event of hardware failure.

Remote Access to System

- ACT cannot guarantee performance or response times on network links for which they have no control. Therefore, ACT does not guarantee response time performance metrics outlined in this Agreement for remote users, i.e. those defined as users accessing the system outside the CUSTOMER office network. (CUSTOMER Branches are considered inside the CUSTOMER network.)

SCHEDULE E – SERVICE LEVEL REPORTING

Schedule E provides information on the service level reporting provided by ACT under the terms of this Agreement.

- Within 5 days of the close of the previous month, ACT will provide CUSTOMER a summary listing of all open work orders (PRCs) including software problems, software enhancements and performance hardware issues.

- The report will identify:
  - Problem resolution number (PRC)
  - Problem identification date
  - Original and Current Problem target completion date
  - Problem description
  - Current PRC status
  - Completion date

- ACT and CUSTOMER will use the PRC system to manage and report on system fixes, enhancements and data fixes. PRC reports will be updated and enhanced periodically by mutual agreement of ACT and CUSTOMER Management.

- ACT and CUSTOMER Management will mutually agree to other reporting requirements to fit the Customer's needs.

SCHEDULE F – SUPPORT & HELP DESK SERVICES

Schedule F provides information on the Support & Help Desk Services available from ACT under the terms of this Agreement.

- ACT will notify CUSTOMER at least 3 days in advance of changes to any key ACT personnel or their direct management that could potentially affect the delivery of services to CUSTOMER.

- Typically (for non-critical hardware and software issues) the first method of problem escalation is for CUSTOMER users to communicate to CUSTOMER process owners (subject matter experts who performed ACT implementation testing). If the process owners are unable to resolve or access needed information via system, then they will escalate it to their CUSTOMER management. If CUSTOMER management cannot remedy the problem, the CUSTOMER liaison to ACT will notify the ACT Help Desk at 1-877-422-8829. This centralized Help Desk is available from 7:30 AM to 6:00 PM CST Monday through Friday.

- Critical or high priority items (i.e. AAA or AA as defined in Schedule H) that affect system accessibility or cause processing delays will be more directly communicated by CUSTOMER Management to the ACT Help Desk to expedite problem resolution. It is also necessary to log the problem into the ACT provided PRC system for tracking.

- The ACT Help Desk services clients in a multitude of ways including answering general application questions commonly referred to as Level 1 support, recording and routing system issues and sourcing Level 2 questions to more specialized ACT staff.

SCHEDULE G – PROBLEM ESCALATION

Schedule G provides information on the Problem Escalation procedure to be applied to the services under the terms of this Agreement.

The ACT Support/Help Desk shall be notified of all problems, no matter the level of priority. This is necessary to log in and track all issues for prompt resolution. CUSTOMER may also want to immediately contact the Customer Manager (Position 2) dependent upon the priority level of the problem.

ACT shall contact CUSTOMER on a regular basis (at minimum every 4 hours) during periods of system outage to provide reassurance that everything is being done to resolve the issue as urgently as possible. In the event that an incident is not being resolved within the agreed timeframes as identified in this Agreement, ACT has provided escalation procedures for CUSTOMER to follow as outlined below.

ACT's escalation process assigns timeframes to contact varying levels of ACT management based on the severity of the problem and the amount of time the issue remains unresolved.

The Position levels 2, 3 and 4 configuration of timeframes outlined below will apply when ACT surpasses the expected delivery date as identified in this Agreement (See Schedule H).

Note that resolution timeframes below are measured in hours and business days.

Problem Level	**Position 1 (ACT support / Help Desk)**	**Position 2 (Customer Manager)**	**Position 3 (ACT Assistant DireCustomerr)**	**Position 4 (Chief Executive Officer)**
Priority AAA	15 minutes	1 hour	4 hours	1 day
Priority AA	1 hour	2 days	3 days	4 days
Priority A	4 hours	5 days	10 days	20 days
Priority B / Enhancements	8 hours	5 days	15 days	30 days

- For example, time from occurrence or missed deadline if an AAA development/hardware issue is not resolved by the expected delivery timeframe, the Help Desk personnel has 15 minutes to resolve the item. If the item remains unresolved, the Customer Manager is contacted. If, after 1 additional hour, the item remains open, the Assistant Director Customer Service of ACT is contacted and has 4 hours to bring closure to the item. If the item still remains open, Chief Executive Officer is contacted for ultimate resolution within a 1 - day timeframe.

SCHEDULE H – PROBLEM PRIORITY RESOLUTION MATRIX

Schedule H provides information on the Problem Description and Issue Resolution to be applied to the services under the terms of this Agreement.

Note that if a software problem identified as critical cannot be cured within the specified time frame below, ACT will revert to the last known working production version of that code.

Exceptions to this timing may exist to ensure business continuity. At CUSTOMER's discretion, immediate or within the resolution timeframe listed below, CUSTOMER Management may elect to revert to the last known production version of working code depending on critical business needs including, but not limited to: end of tax or fiscal year, month end close, and billing periods. ACT will then:

1) revert to the last known working production version of that code within 4 hours of notice, if the problem did not exist in a prior version; or

2) require the full 72 hours for development cycle to complete, if the problem exists in all versions.

Note that resolution timeframes below are measured in hours and business days unless otherwise noted.

Priority	Resolution Timeframe	Business Process Scope / Impact	Resolution Timeframe Calculation
Priority AAA Critical – Hardware	48 hours	a) Hardware/database/NetApp failure. -A work-around does not exist. -Process delays are not acceptable.	**Start Time:** Within 15 minutes of notification to ACT on site Support/Help Desk. **End Time:** Introduction of fix to the production environment.
Priority AAA Critical - Software	72 hours or 12 hours, as per above.	a) Posting of payments. b) Generating receipts. c) Generation of bills. d) Disbursement of funds. -A work-around does not exist. -Process delays are not acceptable.	**Start Time:** Within 1 hour of notification to ACT on site Support/Help Desk. **End Time:** Introduction of fix to the regression test bed environment.
Priority AA High	10 days	a) Generation of refunds. b) Processing of CAD data. c) Posting of transfers & returned items. d) Monthly closeout. -A work-around may be available, but it is time intensive, or no work-around exists. -Process delays likely.	**Start Time:** Within 1 day of notification to ACT on site Support/Help Desk. **End Time:** Introduction of problem to the regression test bed environment.
Priority A Medium	30 days	a) Cosmetic change to external reports or documents. b) Other items not listed above will be jointly defined by the CUSTOMER and ACT. -A feasible work-around is available to be performed on a limited basis.	**Start Time:** Within 3 days of notification to ACT on site Support/Help Desk. **End Time:** Introduction of problem to the regression test bed environment.

		-Minimal process delays when work-arounds are in place.	
Priority B Low	60 days	a) Cosmetic change to reports or documents. b) Other items not listed above will be jointly defined by CUSTOMER Management and ACT. -A feasible work-around is available. -No process delays.	**Start Time:** Within 5 days of notification to ACT on site Support/Help Desk **End Time:** Introduction of fix to the regression test bed environment.
Enhancements	Case by Case Basis	-CUSTOMER and ACT will mutually agree upon enhancement priority and delivery dates.	**Start Time:** Within 5 days of notification to ACT on site Support/Help Desk. **End Time:** Introduction of change to the regression test bed environment.

SCHEDULE I – SYSTEM BACKUP

Full Backup = All current and historical data

Record Retention:
All data is kept on the ACT system and is available online. When backup copies are made, they are a snapshot of the entire database. Each additional backup contains the previous history in addition to any changes to data since the prior backup. Thus, we have permanent retention for electronic files. This is in compliance with the State Comptroller's "Retention Schedule for Records Common to All Local Governments", Part 5: Electronic Data Processing Records. Should the Comptroller's requirements change, record retention schedule will be modified to remain in compliance with the State Comptroller's guidelines.

ACT performs both backups of production databases as well as real time replication of data to its business continuance backup environment in Austin Texas. Backups are performed daily, weekly, monthly and annually.

SCHEDULE J – PROBLEM REPORT and CORRECTION FORM

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TITLE:				PRC#:
Functional Area:				Date:
Originated By:				
Contact Number:		Email:		
Reports/Screens/Notices Affected:				
Priority:	☐ Critical	☐ High	☐ Nice to Have	
When Required:	Development Start:		Test Date:	
Report/screens/technical description attached?	☐ Yes	☐ No		
Path to Screen/report**:**				
Brief Description of Requested Change				
Risk FaCustomerrs to be Considered:				
Resource Name:		Estimated Hours:		
Approvals				
ACT	Date	Customer - Location	Date	

SCHEDULE K – ACT PRODUCTION SUPPORT CONTACT INFORMATION

ACT will provide the current contact information for key ACT personnel including home and cell numbers. Such information shall be updated within 24 hours of any change in personnel or contact information.

SCHEDULE L, ACT COMPONENTS

ORACLE DISCOVERER
In addition to the ACT software, the Oracle Discoverer application, developed by Oracle Corporation, shall be utilized for user defined reporting purposes. Oracle Discoverer is an intuitive ad hoc query, reporting, analysis, and web-publishing tool that allows business users at all levels access to information from databases. Discoverer's intuitive user interface guides the end user through the entire process of building and publishing sophisticated reports and graphs. Users can quickly and easily choose from multiple charting and layout options to rapidly create a visual representation of their query results.

CITY COUNCIL AGENDA FORM

Meeting Date: June 8. 2015 Agenda item: 9f
Prepared by: Robin Eldridge Reviewed by: Carol Buttler
Department: City Clerk

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution No. **R-2015-0019,** approving the Commissioners' Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health – City Manager C. Buttler

[x] Attachments for reference
1. Resolution
2. Interlocal Agreement

Staff Briefing:

- In accordance with the Health District Interlocal Agreement, the Commissioners' Court of Galveston County submits member governments' nominees for United Board of Health Positions.
- Approval by a majority of the member governments is required to confirm appointment of each board member.

History:

- December 2002 – The City of La Marque signed the Health District Agreement along with several surrounding cities located in Galveston County.

Target Implementation: June 8, 2015

Significant Action Dates:

- **2013** – City Council approved Mr. Tim Rainey as the Municipality reappointment
- **December 2002** – The City of La Marque signed the Health District Agreement along with several surrounding cities located in Galveston County.

Action:

[ ] Ordinance [x] Resolution
[ ] Proclamation [ ] Special Presentation
[ ] Finance Report [ ] Public Hearing
[ ] Other (be Specific)

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

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

CITY COUNCIL AGENDA FORM

Staff's Recommendation: Motion to adopt Resolution No. **R-2015-0019,** approving the Commissioners' Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health.

Fiscal Impact: NA

RESOLUTION NO. R-2015-0019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE IN SUPPORT OF THE GALVESTON COUNTY COMMISSIONERS' COURT RECOMMENDED LIST OF REAPPOINTMENTS AND APPOINTMENTS TO THE UNITED BOARD OF HEALTH

WHEREAS, members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and confirmed by the Member Governments of the Health District, and

WHEREAS, the appointment of members are under consideration, and

WHEREAS, the Galveston Commissioners' Court has made nominations,

NOW, THEREFORE BE IT RESOLVED BY THE LA MARQUE CITY COUNCIL, that this body endorses the following appointments:

Term will be May 1, 2015 – April 30, 2017

Name	Represents
Ben G. Raimer, MD	UTMB (reappointment)
Eric Froeschner	Interested Citizen (reappointment)
Mark Sonnier	Interested Citizen (reappointment)
John Hackbarth, DDS	Dentist (reappointment)
Tim Rainey	Municipality (reappointment)
Steve Pratt	Food Service/Food Sales Industry (reappointment)
Michael Roussos	*Mainland Medical Center (new appointment)*

PASSED AND APPROVED on this the _____ day of __________________, 2015.

CITY OF LA MARQUE, TEXAS

____
Bobby Hocking, Mayor
City of La Marque

ATTEST:

____
Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

____
Ellis J. Ortego, City Attorney

HEALTH DISTRICT AGREEMENT

STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON)

WHEREAS, Chapter 121 of the Texas Health And Safety Codes, authorizes the establishment of health districts within and among counties, cities and other governmental entities for the purpose of providing and furnishing county-wide public health programs; and,

WHEREAS, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County.

THEREFORE, for and in consideration of those promises, mutual promises and covenants and other invaluable considerations, THIS AGREEMENT by and between the following units of government, acting by and through their duly authorized governing bodies, herein collectively referred to as "member governments":

The Village of Bayou Vista
The City of Clear Lake Shores
The City of Dickinson
The City of Friendswood
The City of Galveston
The County of Galveston
The City of Hitchcock
The City of Jamaica Beach Village
The City of Kemah
The City of La Marque
The City of League City
The City of Santa Fe
The City of Texas City
The Village of Tiki Island

On this the 2nd day of December, A.D., 2002 :

WITNESSETH:

1. The parties agree to continue the existence of the Galveston County Health District (herein the "District"). The District shall be under the direction and supervision of the Galveston County United Board of Health (hereinafter the "Board") which shall consist of thirteen (13) members who have resided in the District for a period of three (3) years and who shall serve without compensation

Court of Galveston County will submit to the member governments at least one (1) nominee for each Board position to be filled. Approval by a majority of the member governments is required to confirm appointment of each board member. Board members whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of:

- One (1) licensed physician recommended by the Medical Society of Galveston.
- One (1) representative from UTMB.
- One (1) representative from Mainland Medical Center.
- Two (2) representatives from the municipalities from within Galveston County .
- One (1) licensed veterinarian
- One (1) registered nurse
- One (1) practicing licensed professional engineer engaged in civil and/or sanitary engineering or an individual with a BS or BA from an accredited State College or University with at least ten (10) years experience in the Petrochemical Industry Field.
- One (1) licensed dentist.
- One (1) member of the food service/food sales industry
- Three (3) interested citizens of Galveston County.

Board members shall serve for a period of two (2) years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. All vacancies shall be filled by the appointing bodies as provided above.

2. Any member may be removed from office by a majority vote of the member governments for neglect of duty, malfeasance, or conviction of a felony; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.

3. The Board shall oversee for the provision of all the ten (10) essential public health functions found in Chapter 121. §121.002 of the Texas Health and Safety Codes unless otherwise restricted by law. The ten (10) essential public health functions are:
    1. Monitor the health status of individuals in the community to identify community health problems.
    2. Diagnose and investigate community health problems and community health hazards.
    3. Inform, educate, and empower the community with respect to health issues.
    4. Mobilize community partnerships in identifying and solving community health problems.
    5. Develop policies and plans that support individual and community efforts to improve health.

6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules.
7. Link individuals who have a need for community and personal health services to appropriate community and private providers.
8. Ensure a competent workforce for the provision of essential public health services.
9. Research new insights and innovative solutions to community health problems.
10. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

4. The Board shall select a chairman, a vice-chairman and a secretary from its board members and shall adopt the rules for the conduct of its meetings. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meetings as may be called by the chairman or by a majority of the board members.

5. The Board shall appoint an Executive Director (herein the "Director") to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Chapter 121 of the Texas Health And Safety Codes as same may be amended from time to time. The Director shall be an ex-officio, nonvoting member, of the Board. The Board may at any time for good cause remove the Director.

6. The Director shall discharge the duties of the following offices: (1) The Chief Administrative Officer of the District; (2) the project director of the Galveston County Coordinated Community Clinics; and (3) the Health Authority for the District or appoint the Health Authority with approval of the Board. The Director shall be responsible for the day-to-day operation of the District and shall conduct the same as authorized and directed by the Board.

7. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District's expenditures and for applying for grants to the State, Federal Government, and private sources to further strengthen a comprehensive public health program in the District.

8. The member governments agree that the District shall have the authority to set and collect fees for the provision of public health services, Chapter 121. §121.006 of the Texas Health and Safety Codes, which are:
    1. Personal health promotion and maintenance services.
    2. Infectious disease control and prevention services.
    3. Environmental and consumer health programs.

4. Public health education and information services.
5. Laboratory services.
6. Administrative services.

provided however, any fees so set or collected must be approved in advance by the Board. Where the District requires a permit, the member governments agree not to require their own Health Permits. The County will provide adequate funds in addition to those available from State, Federal, and fee-for-service programs to maintain high quality programs in the following areas:

I. Health Promotion and Maintenance
   A. Personal Health Promotion
      - Immunization
      - Tuberculosis Elimination
      - Texas Health Steps
      - Home Visits

   B. Public Health Promotion
      - Community Education
      - Public Health workforce training.

II. Infectious Disease Control and Prevention
   A. Epidemiological Services
      - Surveillance
      - Investigation
      - Reporting

   B. Communicable Diseases
      - Screening
      - Diagnosis
      - Treatment
      - Referral

III. Environmental Health Programs related to:
   A. Food Service Sanitation
   B. Waste Control
   C. General Sanitation
   D. Air Quality
   E. Drinking Water
   F. On-Site Sewage Facilities

IV. Administrative Services
   A. Records management and data analysis
   B. Planning and Evaluation

C. Community collaboration

V. Basic Public Health Laboratory Services.

VI. Indigent Health Care
- As specified by Chapter 61 of the Texas Health and Safety Codes

9. Member governments and other governmental entities as well as private institutions both within and without Galveston County, may contract for the Health District to provide Rabies Control Services, Emergency Medical Services, Water Pollution Control Services, or upgrading of any appropriate public health activity.

10. The provisions of Chapter 121 of the Texas Health And Safety Codes shall be applicable to the District. In the event of a conflict between Chapter 121 of the Texas Health And Safety Codes and this Agreement, Chapter 121 of the Texas Health And Safety Codes shall control.

11. A member government may withdraw from this Agreement upon giving to the Director in writing one (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provided however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Removal of a member government requires approval by the governing body of each of the other members. Withdrawal or removal of a member government shall not terminate or affect this agreement as to the remaining or non-withdrawing member governments.

12. Modification of this Agreement shall be in writing and effective upon approval by the governing body of each member government.

13. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this Agreement shall be deemed in full force and effect without further action of any of the members.

14. This Agreement constitutes the entire Agreement, and supercedes all prior agreements between the parties.

15. This Agreement shall become effective when executed by the parties hereto, as of the day and year first above written and shall be reviewed every ten (10) years.

16. The Texas Civil Practice and Remedy Code Chapter 101 defines the limits of liability for a Public Health District and any participating governmental entity.

SIGNATURE PAGE
GALVESTON COUNTY HEALTH DISTRICT AGREEMENT

ATTEST:

Patricia Ritchie
County Clerk

COUNTY OF GALVESTON

James D. Yarbrough
Judge James D. Yarbrough

ATTEST:

Paula J. Eshelman
City Secretary

VILLAGE OF BAYOU VISTA

Kenyon Courtney
Mayor Kenyon Courtney

ATTEST:

City Secretary

CITY OF CLEAR LAKE SHORES

Mayor Ted Guthrie

ATTEST:

City Secretary

CITY OF DICKINSON

Veta Winick
Mayor Veta Winnick

ATTEST:

Deloris McKenzie 8/5/02
City Secretary

CITY OF FRIENDSWOOD

Harold Whitaker
Mayor Harold Whitaker

ATTEST:

Barbara Lawrence
City Secretary

CITY OF GALVESTON

Roger Quiroga
Mayor Roger Quiroga

ATTEST:

City Secretary

CITY OF HITCHCOCK

~~Mayor Kyle Campbell~~
Mayor Pro-Tem Sharon Enge

ATTEST:

City Secretary

CITY OF JAMAICA BEACH VILLAGE

Mayor Victor Pierson

ATTEST:

City Secretary

CITY OF KEMAH

Mayor William E. King

ATTEST:

City Secretary

CITY OF LA MARQUE

Mayor Larry Crow

ATTEST:

City Secretary

CITY OF LEAGUE CITY

Mayor Jeff Harrison

ATTEST:

City Secretary

CITY OF SANTA FE

Mayor Robert Cheek

ATTEST:

City Secretary

ATTEST:

City Secretary

CITY OF TEXAS CITY

Mayor Carlos Garza

VILLAGE OF TIKI ISLAND

Mayor Charles Everts

CITY COUNCIL AGENDA FORM

wMeeting Date: **June 8, 2015** Agenda item: **9g**
Prepared by: **Carol Buttler** Reviewed by: *Carol Buttler*
Department: **Administration**

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding accepting Resolution No. **R-2015-0020,** adopted by Galveston County Commissioners Court outlining funding intent for Fiscal Year 2015-2016 Animal Control Services

[X] **Attachments for reference**

1. Resolution – Galveston County

Staff Briefing:

- Due to the departure of three (3) cities from the Galveston consortium for Animal Services, Galveston County Commissioners Court met to discuss the financial impact.
- As the City's representative, Mr. Osteen reported to the City Manager that the Commissioners intend for funding required from participating cities to remain relatively unchanged.
- Final funding requirements will be presented to City Council, when the Animal Services budget is proposed.

History:

- As a previous City Councilmember, Mr. Osteen has been serving as the City of La Marque's representative / liaison with the Galveston County Animal Services Advisory Committee since 2011.
- According to the current contract, Field Services and the Shelter Services are funded by a percentage from Galveston County and participating surrounding cities.
- Field Services is funded as 60% from the County and 40% from each City.
- Shelter Services is funded as 40% from the County and 60% from each City.
- Although each year an increase in funding has been requested, contracting costs continue to be considerably lower than if the City of La Marque had to construct, staff, and operate a facility.

Target Implementation: October 1, 2015

Significant Action Dates:
May 26, 2015 – Galveston County Commissioners Court adopts resolution outlining funding guidelines for FY2015-2016

Rev. 09/24/2014

CITY COUNCIL AGENDA FORM

Action:

- [ ] Ordinance
- [x] Resolution
- [ ] Special Presentation
- [ ] Proclamation
- [ ] Finance Report
- [ ] Public Hearing
- [ ] Other

- [x] Mark if this item does not conflict with any Resolution, Ordinance or City Charter

Cost Details:	
Budgeted	$37,943.00 $50,286.00
Actual Bid	$37,947.00 $53,960.00
Estimated Expenditure	$3,677.00 (4.2%)
Acct. Name(s)	▪ Galveston County Contract ▪ ACO Shelter Operation
Line Items #	01-4071-15-00 01-4072-15-00
Other Funding	

Staff's Recommendation: Motion to accept Resolution No. **R-2015-0020,** adopted by Galveston County Commissioners Court outlining funding intent for Fiscal Year 2015-2016 Animal Control Services

Fiscal Impact: Estimated to remain at FY2014-2015 level ($91,907.00)

On this the 26th day of May, 2015, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Ryan L. Dennard, Commissioner, Precinct No. 1
Joe Giusti, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, for over twenty years the Galveston County Health District has been the designated provider of animal services for a collaborative of local jurisdictions party to an interlocal agreement, including unincorporated Galveston County; and

WHEREAS, the recent departure of three cities from the interlocal cooperation agreement has necessitated renegotiation of the funding shares of participants under the interlocal agreement; and

WHEREAS, the process for formulating and adopting Fiscal Year 2016 budgets is beginning.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Galveston County, Texas finds and declares that:

1. The departure of the municipalities of Clear Lake Shores, Dickinson, and Santa Fe from the consortium of local jurisdictions providing animal services through the Health District will result in a reduction in both expenses and revenues to the Health District for animal services programs.

2. Though it has not yet been determined whether the net financial impact on the current funding arrangement will be positive or negative, the net impact is expected to be relatively modest.

3. Discussions about operational issues or long-term funding issues between the remaining members of the consortium and the Galveston County Health District should be allowed to proceed in a deliberate and thoughtful manner without unnecessary pressures created by external deadlines, such as those created by FY2016 budget calendars.

4. Continuing the current funding structure for FY2016 will help avoid policy discussions being adversely affected by short-term funding considerations.

5. To provide predictability to the remaining participants in the consortium and allow them to plan for their FY2016 budgets, Galveston County Commissioners Court hereby expresses its intent that municipalities continuing to provide animal services through the Health District consortium should see their service levels and funding requirements remain unchanged from FY2015 to FY2016.

6. Galveston County Commissioners Court further expresses its intent that Galveston County will provide funding to compensate for net budget shortfalls in the Health District's animal services programs, if any, created by the recent departure of three municipalities from the animal services consortium.

Upon Motion Duly Made and Seconded, the above Resolution was passed on this 26th day of May, 2015.

Attest:

Dwight D. Sullivan, County Clerk

Ryan L. Dennard, Comm., Pct. #1

Joe Giusti, Comm., Pct. #2

County of Galveston, Texas
By:

Mark A. Henry, County Judge

Stephen D. Holmes, Comm., Pct. #3

Kenneth Clark, Comm., Pct. #4

CITY OF LA MARQUE
INTER-DEPARTMENTAL COMMUNICATION

To act in the best interest of the City
To consistently demonstrate respect to Staff
To invest our resources effectively for our future
To handle our disagreements/conflicts in a
Respectful manner that keeps our Image
Positive with the public and each other

TO: Honorable Mayor Hocking and City Councilmembers
FROM: June 8, 2015
SUBJECT: City Manager Report- **May 2015 Activity**

a. Judicial

- See report attached.

b. Police

- **Staffing levels:**
  The La Marque Police Department has four police officer vacancies. A candidate from the March 14th civil service entrance examination was hired and has started training. A Civil Service entrance examination was administered on May 16th. All seven applicants passed the test and we are in the process of vetting them according to Civil Service rules.

  The La Marque Police Department's Telecommunications section is fully staffed. We have two new Telecommunicators in training.
- **Training:**
  The following personnel attended the below listed training:
  Troy Anders-Special Investigative Topics
  Brittany Smith-Legal Update
- **Overtime justification:**
  Staff shortages, late calls for service and evidence vault maintenance.

c. Fire

- **Personnel:**
  LMFD is currently at authorized strength. Three (3) new employees have entered an extensive Internship Program for subsequent certification by the Texas Commission on Fire Protection as Structural Fire Fighters and State Department of Health Services as Emergency Medical Technicians as a condition of employment.

- **Operations:**
  All apparatus are currently operational. LMFD Fire Apparatus and Medical Units experienced an exceptionally high rate of mechanical failures and required unscheduled maintenance and/or service during the month of May due in large part to aging of our fleet, particularly to our medical unit.
  The annual Fire Hydrant Inspection/Service/Maintenance Program commenced on April 13, 2015, and is scheduled for completion on or before June 15, 2015.

  During the course of completing fire hydrant inspections, LMFD personnel have also been tasked with identifying all **{structures}** within our jurisdiction that do not have their street address affixed and posted on the property as required by the Fire Code.
  We have developed a simple one (1) page **"Notice of Violation"** form which will be left with each property owner/occupant advising them of the violation and requesting compliance.
  It is our intent to purchase inexpensive address numbers and/or letter to assist those individuals who may need assistance in acquisition and/or placement of street address identifiers on the structure.
  Additionally, the notice of violation form contains **"snapshot"** easy to read and understand excerpts from the fire code regarding obstructions to fire hydrants, weeds, debris, and clearance requirements.
  It also provides for notice to owners/occupants regarding violations of the Revitalization/Blight Program and automatic referral to Code Enforcement for follow-up.
- **Training:**
  LMFD currently has one (1) Fire Fighter enrolled in an EMT Intermediate (Advanced) licensure program at Alvin Community College as a condition of employment. Competition is anticipated within two (2) months followed by immediate enrollment in the first available Paramedic licensure program.

  LMFD currently has three (3) Fire Fighter Interns enrolled in EMT-Basic licensure program at EMSEC and Basic Fire Fighter Certification curriculum at Fire in Texas Academy.

  We have five (5) additional Fire Fighters enrolled in a state approved Fire Inspector certification course which will culminate in June with administration of TCFP State Certification Examination and Skills Testing.

  Certification of additional Fire Fighters assigned to operations as Fire Inspectors and Fire Investigators ensures seamless 24/7 service availability and enhances our commercial building inspection activities in compliance with the ISO Improvement Plan currently underway.
- **Overtime Utilization:**
  Overtime is required to maintain staffing levels depleted by scheduled and/or unscheduled leaves of absence, training, special work assignments, and ongoing vacancies until our "interns" are fully certified and capable of being deployed to operational assignments.
  Escalating "overtime" is a direct result of leave scheduling and existing personnel vacancies not yet filled with fully certified personnel.
  FY2015 YTD: $82,217.55
  May MTD: $ 8,813.91
- **Other:**
  Statistical information:
  Average Response Times: 4:53

Engine Company Responses for Service:
MTD: 92
YTD: 770
Medic Responses for Service:
MTD: 138
YTD: 1,244
Mutual Aid Given and Received:
MTD Given: 7
YTD Given: 65
MTD received: 34
YTD received: 289
Detailed statistical information enclosed

d. **Library**
See report attached.

e. **Public Services**

- **Public Works Administrative Assistant** – For the month of April, compared to last year there was an increase in calls pertaining to water leaks, sewer stops, leaks at meter, low pressure, Billing department, Wednesday pick-up, bulk pick-up, code compliance, pot holes, street repair, driveway repair, ditches/drainage, culverts, street signs, supervisors, mosquito spraying, locates, customers at the window, community service and miscellaneous calls. There was a decrease in calls pertaining to Human Resource, City Clerk, Inspections and recycling
- **Parks** – For the month of April, compared to last year there was an increase in hours at Jaycee, Lagana, Martin Luther King Jr., Mahan and Westlawn Parks and an overall decrease in park and general maintenance. There were no pavilion rentals for the month.
- **Right-of-Way Maintenance** – For the month of April, compared to last year there was an increase in traffic sign repair, potholes filled, grading of ditches street sweeping, grate repair and checking of drains and ditches. There was a decrease in utility patches, culverts set, tree trimming, repaired driveways, mowing, weed-eating and dress-ups.
- **Utility 22 - Water & Sewer Maintenance** – For the month of April, compared to last year there was an increase in water turned off for citizens and clean-out tops replaced. There was a decrease in water leaks, sewer stops, lines repaired, clean-outs installed, line locates, feet of water mains installed and feet of sewer line TV'd.
- **Utility 24 – Water & Waste Water** – For the month of April, the Treatment Plant data is comparative to the same as last year; with the exception of an increase in rain fall, flow total, chemicals used and lift station pump hours; a decrease in surface water, well water, dead-ends flushed and fire hydrants weed-eated.
- **Utility 24 – Water & Waste Water Maintenance** – For the month of April, there was an increase in preventative maintenance of well sites and in corrective maintenance of replacing valves, floats, electrical parts and changing of oil in pumps. There were overall decreases in preventative maintenance and correct maintenance.
- **Overtime Hours:**
  Public Services (Parks, Right-of-Way Maintenance & Service Center) – overtime hours for being on-call; carrying the on-call telephone; attending Parks Board meeting.
  Department 22 –overtime hours for on call maintenance worker and operator who worked sewer stops and water leaks after hours and also for being on-call; carrying the on-call telephone.
- **Department 24** – overtime hours for weekend Plant operations duties.

f. Financial
See report attached.

g. Administration – Responses from Previous City Council Meeting

- Circle "T" - Lieutenant Waggoner is meeting with the owner of Circle T in order to obtain a new agreement with the store to act as their agent in dispersing loiterers.
- Anyone on premises consuming alcohol, violates State Law and will be addressed when observed by officers.

JUDICIAL DEPARTMENT

2013 STATE-WIDE WARRANT ROUND UP

Roundup Results Spreadsheet

Statewide Results by Reporting Entity
Don McKinley

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

Reporting Entity	Date Thru	# Warrants Cleared (All Warrants/Not Just Arrested)	Total Gross Collections (Costs, Fees, Fines, Bonds) (All Monies paid include bond payments) and includes delinquent parking	Total Face Value of all Warrants Cleared (Arrests + Paid + Cleared (Credits, Ext, etc.)
Abilene Municipal Court	3/10/2013	540	81,669.08	214,879.33
Addison Municipal Court	3/10/2013	643	50,117.50	240,629.30
Albany Municipal Court	3/5/2013	56	17,533.08	19,685.71
Alice Municipal Court	3/10/2013	151	69,000.43	88,154.88
Alvin Municipal Court		116	20,849.00	34,062.00
Amarillo Municipal Court	3/8/2013	3,069	521,978.78	917,492.03
Andrews Co. JP Pct. 1&4	3/8/2013	78	22,768.01	23,418.01
Andrews Co. JP Pct. 3&4	3/8/2013	27	7,815.40	7,815.40
Angleton Municipal Court	3/10/2013	260	55,117.55	91,450.48
Anson Municipal Court	3/8/2013	11	2,532.00	2,532.00
Aransas Co. JP 1	3/10/2013	82	25,562.00	29,662.00
Aransas Co. JP 2	3/10/2013	169	32,936.14	52,338.45
Argyle Municipal Court	3/9/2013	40	11,667.93	11,667.93
Arlington Municipal Court	3/10/2013	8,517	1,432,328.00	2,111,907.00
Aurora Municipal Court	3/5/2013	2	661.00	661.00
Austin Co. JP 3	3/8/2013	51	13,570.49	14,181.49
Austin Municipal Court	3/9/2013	10,859	1,278,132.90	1,553,128.90
Austin Downtown Community Court	3/9/2013	529	81,089.25	82,139.25
Azle Municipal Court				
Balch Springs Municipal Court	3/9/2013	765	76,770.89	245,401.35
Balcones Heights Municipal Court	3/9/2013	373	103,584.21	130,045.68
Bastrop Municipal Court	3/8/2013	125	19,726.61	45,191.33
Bay City Municipal Court	3/9/2013	170	42,116.85	81,585.35
Baytown Municipal Court	3/10/2013	1,173	219,491.14	454,945.07
Bedford Municipal Court				
Belton Municipal Court	3/8/2013	244	40,366.95	86,203.75
Bellaire Municipal Court	3/8/2013	140	13,835.20	35,161.20
Bellmead Municipal Court				
Bertram Municipal Court				
Beverly Hills Municipal Court	3/8/2013	45	11,637.30	13,332.20
Big Springs Municipal Court	3/8/2013	555	100,116.30	132,662.90
Bishop Co. Pct. 3	3/8/2013	16	6,711.32	6,711.32
Blanco Municipal Court	3/1/2013	8	2,518.96	15,135.51

Boerne Municipal Court	3/8/2013	94	14,346.72	38,362.51
Borger Municipal Court	3/10/2013	144	30,971.02	54,185.47
Brazos Co. Pct. 4				
Brenham Municipal Court				
Bryan Municipal Court	3/9/2013	307	74,374.70	138,812.37
Burleson Municipal Court	3/10/2013	187	26,063.20	54,671.00
Cameron Municipal Court				
Canton Municipal Court	3/8/2013	80	19,572.03	26,784.92
Carrollton Municipal Court	3/10/2013	1,025	285,614.60	447,558.60
Cedar Hill Municipal Court	3/10/2013	319	57,590.00	100,450.20
Cedar Park Municipal Court	3/10/2013	206	49,752.53	78,727.22
Center Municipal Court				
Childress Municipal Court				
China Grove Municipal Court	3/1/2013	9	1,603.90	1,845.90
Cibolo Municipal Court	3/9/2013	186	37,309.75	56,346.10
Cleburne Municipal Court				
Clifton Municipal Court				
College Station Municipal Court		375	74,461.30	129,827.84
Colleyville Municipal Court	3/8/2013	174	28,129.00	28,129.00
Collingsworth Co. JP				15,000.00
Colorado City Municipal Court	3/8/2013	71	11,363.00	20,711.00
Columbus Municipal Court	3/8/2013	10	2,664.27	3,095.87
Conroe Municipal Court	3/8/2013	1,283	247,101.08	344,367.70
Cooke Co. JP 1				
Coppell Marshal's Office	3/10/2013	357	64,687.50	102,350.10
Copper Canyon Municipal Court				
Corinth Municipal Court	3/8/2013	166	54,553.86	57,759.36
Corpus Christi Municipal Court				
Corsicana Municipal Court	3/10/2013	214	44,922.88	79,112.76
Crowley Municipal Court	3/10/2013	259	30,340.10	83,255.90
Dallas Municipal Court	3/10/2013	7,577	1,139,693.81	1,682,450.54
Dallas Co. Sheriff Department (Felonies wrts only)				
Dallum Co. Justice of the Peace	3/8/2013	36	12,362.80	13,259.90
Danbury Municipal Court				
Dawson Co. Justice of the Peace				
Decatur Municipal Court	3/8/2013	133	37,908.45	49,609.75
Deerpark Municipal Court	3/10/2013	570	86,434.80	163,422.73
Dekalb Municipal Court	3/8/2013	39	4,493.28	12,810.28
Denton Co. Collections Compliance	3/8/2013	74	19,016.33	21,794.63
Denton Municipal Court	3/10/2013	874	182,237.00	280,924.00
DeSoto Municipal Court	3/8/2013	458	65,194.95	153,783.64
Dibol Municipal Court	3/10/2013	33	13,386.00	18,159.00
Dickinson Municipal Court		311	89,237.44	122,028.70
Duncanville Municipal Court	3/8/2013	845	146,531.00	293,453.34
Ector Co.	3/8/2013	416	189,479.28	158,553.20

Fairview Municipal Court	3/8/2013	48	7,364.04	9,016.98
Farmers Branch Municipal Court	3/10/2013	637	95,681.25	177,710.09
Fate Municipal Court				
Flower Mound Municipal Court	3/10/2013	243	58,655.94	86,305.94
Forney Municipal Court	3/10/2013	92	17,748.40	28,408.70
Fort Worth Municipal Court	3/10/2013	9,174	525,480.24	633,285.29
Forest Hill Municipal Court	3/8/2013	452	70,754.08	162,438.38
Friendswood Municipal Court	3/10/2013	300	69,573.27	123,050.74
Frisco Municipal Court	3/10/2013	1,096	142,639.52	321,612.12
Gainesville Marshal's Office		144	36,736.50	43,802.75
Galveston Municipal Court	3/10/2013	1,549	207,255.88	423,984.75
Garland Municipal Court				
Garrett Municipal Court	3/4/2013	65	17,884.18	20,161.45
Georgetown Municipal Court	3/9/2013	189	56,984.28	80,487.28
George West Municipal Court	9/5/1900	61,564	61,563.62	
Glenn Heights Municipal Court	3/10/2013	183	46,110.17	53,651.52
Grand Prairie Municipal Court	3/10/2013	2,191	283,757.26	545,262.49
Grand Saline Municipal Court	3/8/2013	43	8,290.22	10,625.72
Grandview Municipal Court	3/8/2013	132	30,305.60	41,120.15
Gray Co. JP 2		156	32,609.48	32,609.48
Grayson Co. Sheriff's Office				
Hale Center Municipal Court	3/5/2013	13	5,780.74	5,780.74
Haltom City Municipal Court				
Harker Heights Municipal Court				
Harlingen Municipal Court	3/10/2013	1,727	257,969.65	349,321.08
Harris Co. (Co. Attorney)	3/10/2013	5,028	691,926.92	1,285,031.26
Hartley Co. Justice of the Peace	3/10/2013	36	2,383.10	14,469.50
Hawley Municipal Court	3/6/2013	12	4,293.70	5,156.30
Helotes Municipal Court	3/8/2013	130	29,702.52	40,069.00
Hempstead Municipal Court	3/8/2013	86	16,076.30	24,817.30
Hewitt Municipal Court				
Hickory Creek Municipal Court	3/9/2013	215	47,405.10	79,200.34
Highland Park Municipal Court				
Hillsboro Municipal Court				
Holliday Municipal Court	3/10/2013	22	5,394.40	6,137.50
Hopkins Co. JP 1	3/8/2013	116	27,595.81	35,475.81
Horseshoe Bay Municipal Court	3/10/2013	9	3,130.88	3,130.88
Houston Municipal Court	3/10/2013	26,823	2,195,217.14	10,101,413.73
Howard Co.	3/8/2013	59	18,627.30	
Howard Co. Pct. 1 Pl1	3/8/2013	155	41,633.18	26,614.18
Howard Co. Pct. 1 Pl 2	3/8/2013	59	18,627.30	
Hudson Oaks Municipal Court	3/9/2013	71	15,329.45	17,748.35
Humble Municipal Court	3/10/2013	641	167,073.35	263,347.26
Huntington Municipal Court	3/7/2013	14	4,912.00	8,247.67
Hurst Municipal Court				

Irving Municipal Court	3/10/2013	2,630	451,265.00	1,175,773.99
Jewett Municipal Court				
Jim Wells Co., Constable	3/7/2013	2	370.00	370.00
Johnson Co. Attorney Office	3/8/2013	72	39,104.18	72,430.31
Johnson Co. JP 3	3/7/2013	183	48,105.15	70,599.75
Johnson Co. JP 4				
Johnson County	3/16/1900	76	24,344.27	29,549.37
Jones Co. Justice of the Peace	3/8/2013	37	9,676.30	13,217.20
Jonestown Municipal Court				
Joshua Municipal Court	3/8/2013	160	28,935.89	48,671.56
Kaufman Municipal Court	3/10/2013	114	9,248.00	44,594.92
Keene Municipal Court		259	26,468.33	71,908.59
Kennedale Municipal Court	3/10/2013	173	24,160.00	56,649.22
Killeen Municipal Court	3/10/2013	566	86,442.77	174,047.37
Kingsville Municipal Court	3/8/2013	360	54,440.56	129,675.40
Kirby Police Department				
Kyle Municipal Court				
Lacy Lakeview Municipal Court	3/9/2013	75	18,959.03	31,103.63
Lago Vista Municipal Court	3/6/2013	26	6,415.00	7,009.00
Laguna Vista Municipal Court	3/18/2013	57	16,593.27	19,947.77
Lake Dallas Municipal Court	3/10/2013	139	23,021.52	47,106.13
Lakeway Municipal Court	3/11/2013	238	64,349.43	105,092.37
Lake Worth Municipal Court				
Lamb Co. Municipal Court	3/5/2013	17	1,320.30	11,892.99
Lamb Co. JP 3	3/8/2013	71	16,557.28	22,991.24
LaMarque Municipal Court	3/10/2013	494	76,313.16	171,356.26
Lampasas Municipal Court				
La Porte Municipal Court	3/10/2013	522	140,493.96	212,259.76
Lavon Municipal Court				
Leander Municipal Court	3/8/2013	128	31,795.35	48,871.79
League City Municipal Court	3/9/2013	391	85,072.83	143,153.04
Lefors Municipal Court		10	1,400.00	2,000.00
Leon Co. Pct.. 1				
Leonard Municipal Court				
Levelland Municipal Court	3/5/2013	69	15,608.90	24,611.50
Lewisville Municipal Court	3/10/2013	695	161,115.83	295,453.61
Lindale Municipal Court	3/8/2013	169	25,627.68	41,603.38
Little Elm Municipal Court	3/8/2013	90	16,201.50	16,201.50
Live Oak Municipal Court	3/10/2013	241	47,089.58	79,920.77
Lockhart Municipal Court	3/9/2013	161	29,549.40	48,482.00
Longview Municipal Court	3/10/2013	1,945	231,514.45	838,463.61
Lubbock Co. Compliance Dept.				
Lufkin Municipal Court	3/10/2013	865	143,079.78	260,011.07
Luling Municipal Court	3/7/2013	154	26,194.20	34,473.30
Magnolia Municipal Court	3/8/2013	133	31,318.37	32,734.77

Mansfield Municipal Court	3/8/2013	320	70,768.70	135,430.80
Marble Falls Municipal Court				
Martin Co. JP 1				
Martin Co. JP 2				
Matagorda Co. JP 1	3/7/2013	82	20,166.92	35,432.82
Matagorda Co. JP 2				
Matagorda Co. JP 6				
Maud Municipal Court	3/4/2013	12	1,397.10	3,746.82
McGregor Municipal Court				
McKinney Municipal Court	3/10/2013	524	68,846.56	163,294.56
McLennan	3/10/2013	177	31,534.40	51,192.40
Melissa Municipal Court	3/8/2013	56	21,944.66	24,324.90
Merkel Municipal Court				
Mesquite Municipal Court	3/8/2013	1,471	233,198.60	704,523.45
Midland Municipal Court	3/8/2013	1,479	265,766.60	545,697.16
Missouri City Municipal Court		325	70,965.00	115,569.00
Mitchell Co. JP 2 and 3				
Moulton Municipal Court	3/6/2013	7	1,745.75	1,745.75
Mount Pleasant Municipal Court	3/8/2013	212	22,138.05	71,944.75
Mount Vernon Municipal Court	2/27/2013	13	0.00	5,457.28
Nacogdoches Municipal Court	3/8/2013	478	96,757.28	122,689.89
Nacogdoches Co. Pct. 1	3/8/2013	234	46,188.75	73,028.00
Nacogdoches Co. Pct. 3				
Nash Municipal Court	3/8/2013	39	9,839.99	15,047.22
New Braunfels Municipal Court	3/8/2013	296	118,022.37	118,022.37
Northlake Municipal Court				
North Richland Hills Municipal Court	3/10/2013	682	153,975.74	260,573.34
Odessa Municipal Court				
Oak Ridge North Municipal Court	3/9/2013	157	16,084.58	49,498.51
Palestine Municipal Court	3/9/2013	138	30,436.66	48,674.11
Palmhurst Municipal Court	3/10/2013	369	55,137.00	80,868.00
Pampa Municipal Court	3/8/2013	189	42,853.60	53,030.60
Pantego Municipal Court	3/9/2013	301	23,779.00	81,591.80
Pearland Municipal Court	3/10/2013	861	181,995.79	357,029.06
Pflugerville Municipal Court	3/8/2013	257	47,527.20	57,105.20
Plano Municipal Court	3/10/2013	1,645	237,700.90	585,345.00
Port Lavaca	3/10/2013	99	19,994.60	38,310.10
Prosper Municipal Court	3/9/2013	31	1,538.00	8,171.50
Quitman Municipal Court				
Red Oak Municipal Court	3/10/2013	276	45,651.80	80,531.10
Richardson Municipal Court	3/8/2013	680	122,788.30	242,974.23
Richland Hills Marshal's office				
Rio Hondo Municipal Court				
Roanoke Municipal Court				
Roman Forest Police Department	3/10/2013	55	12,711.61	16,095.07

Rosenberg Municipal Court				
Round Rock Municipal Court	3/5/2013	280	83,883.88	106,488.08
San Angelo Municipal Court	3/8/2013	2,429	197,913.05	690,857.95
San Antonio Municipal Court				
San Marcos Municipal Court	3/8/2013	87		22,178.12
Sanchse Municipal Court				
Sanger Municipal Court				
Seabrook Municipal Court				
Seagoville Municipal Court	3/10/2013	171	22,613.69	52,955.49
Scurry Co. Pct. 2	3/8/2013	118	38,714.28	40,206.73
Sealy Municipal Court	3/10/2013	193	45,837.73	57,616.01
Seminole Municipal Court				
Shackelford Co. JP				
Shenandoah Municipal Court				
Snyder Municipal Court				
Southlake Municipal Court	3/10/2013	304	65,642.85	105,038.15
Stafford Municipal Court	3/11/2013	257	42,076.17	87,640.64
Stanton Municipal Court Pct. 1		172	40,344.10	53,054.91
Stanton Municipal Court Pct. 2		130	26,167.06	35,659.56
Sugarland Police Department		24	5,904.00	6,404.00
Sulphur Springs Municipal Court	3/8/2013	159	30,069.32	35,935.52
Sweeny Municipal Court	3/4/2013	26	5,577.02	7,629.10
Taylor Municipal Court				
Taylor Co.				
Taylor Co. JP 1 Pl 2	3/8/2013	80	16,541.30	26,157.70
Taylor Lake Village Muni Court				
Texas City Municipal Court	3/10/2013	1,119	164,425.65	347,946.61
Tomball Municipal Court	3/10/2013	547	90,938.93	103,720.81
Tom Green Co. JP 4	3/8/2013	116	8,627.91	42,821.92
Tom Green Co. Sheriffs Office				
Travis Co. - Precinct 3			91,973.88	91,973.88
Travis Co. - Precinct 4	3/8/2013	499	100,531.20	150,890.60
Tye Municipal Court	3/1/2013	21	5,922.40	7,656.40
Tyler Municipal Court	3/8/2013	2,234	375,578.13	799,369.32
Universal City	3/10/2013	863	167,702.00	232,000.00
Van Municipal Court	3/6/2013	68	15,182.00	24,725.00
Van Alstyne Municipal Court				
Van Zandt JP Pct. 4				
Victoria Municipal Court				
Victoria Co. JP 2				
Victoria Co. JP 3				
Waco Municipal Court	3/15/2013	1,575	419,910.00	484,604.21
Waller Co. JP Pct. 2			8,864.00	
Waller Co. JP Pct. 4	3/10/2013	82	19,715.72	26,442.62
Washington Co. Municipal Court	3/8/2013	79	28,984.83	29,084.83

Washington Co. JP 3				
Watauga Municipal Court	3/10/2013	176	44,404.83	70,104.33
Waxahachie City Marshal	3/8/2013	252	19,524.30	83,345.54
Webster Municipal Court	3/9/2013	287	63,921.08	116,078.98
Westlake Marshals	3/10/2013	431	67,270.05	122,596.05
White Oak Municipal Court	3/10/2013	93	24,212.80	35,469.20
White Settlement Municipal Court				
Wichita Falls	3/8/2013	1,348		209,006.79
Wills Point Municipal Court				
Williamson Co. Pct. 1		101	17,316.65	30,982.00
Williamson Co. Pct. 2	3/8/2013	92	18,460.08	26,670.03
Williamson Co. Pct. 4				
Winnsboro Municipal Court				
Woodville Municipal Court	3/8/2013	58	24,041.70	27,516.61
Wylie Municipal Court	3/9/2013	75	12,655.64	21,094.17
Total	198 entities report	**196,453**	**19,321,129**	**39,574,373**

2014 STATE WIDE WARRANT ROUND UP

Roundup Results Spreadsheet

Statewide Results by Reporting Entity

Send to: roundup@austintexas.gov
Tel (512) 974-4820
Fax (512) 974-4682

Reporting Entity	Date Thru	# Warrants Cleared (All Warrants/Not Just Arrested)	Total Gross Collections (Costs, Fees, Fines, Bonds) (All Monies paid include bond payments) and includes delinquent parking	Total Face Value of all Warrants Cleared (Arrests + Paid + Cleared (Credits, Ext, etc.)
Abilene Municipal Court				
Addison Municipal Court	3/9/2014	467	34,459.80	177,231.80
Albany Municipal Court				
Alice Municipal Court	3/7/2014	240	40,126.50	63,668.60
Allen Municipal Court	3/9/2014	615	102,437.01	180,550.80
Alvin Municipal Court		143	22,069.00	41,953.00
Amarillo Municipal Court	3/7/2014	3,392	642,949.48	1,084,458.35
Andrews County	3/7/2014	16	4,645.20	4,645.20
Andrews Co. JP Pct. 3&4				
Angleton Municipal Court				
Anson Municipal Court	3/7/2014	34	10,556.30	10,556.30
Aransas Co. JP 1				
Aransas Co. JP 2				
Argyle Municipal Court				
Arlington Municipal Court	3/9/2014	6,891	1,212,895.00	1,783,575.00
Aurora Municipal Court				
Austin County	3/9/2014	144	37,234.30	41,120.30
Austin Municipal Court	3/7/2014	10,688	1,106,815.24	1,106,815.24
Austin Downtown Community Court				
Azle Municipal Court				
Balch Springs Municipal Court				
Balcones Heights Municipal Court	3/8/2014	269	77,914.99	92,874.08
Bastrop Municipal Court	3/7/2014	96	25,946.10	34,982.04
Bay City Municipal Court	3/8/2014	137	26,922.25	76,462.15
Baytown Municipal Court	3/7/2014	1,153	194,709.52	378,662.59
Bedford Municipal Court				
Belton Municipal Court	3/9/2014	260	49,508.50	94,953.08
Bellaire Municipal Court	3/9/2014	83	11,130.00	21,575.00
Bellmead Municipal Court				
Bertram Municipal Court				
Beverly Hills Municipal Court	3/6/2014	52	11,247.97	20,522.47
Bexar Co. Constable PCT 3	3/9/2014	836	461,438.56	461,438.56
Big Springs Municipal Court	3/7/2014	305	48,674.82	64,092.92
Bishop Co. Pct. 3				

Blanco Municipal Court				
Boerne Municipal Court	3/7/2014	65	15,822.40	22,250.60
Borger Municipal Court	3/6/2014	72	14,067.00	26,673.80
Brazos Co. Pct. 4				
Brenham Municipal Court				
Bryan Municipal Court	3/9/2014	435	129,206.32	192,150.72
Bunker Hill Municipal Court	3/8/2014	80	25,840.70	15,463.60
Burleson Municipal Court	3/8/2014	262	37,573.20	79,353.21
Cameron Municipal Court				
Canton Municipal Court				
Carrollton Municipal Court	3/9/2014	1,271	240,800.90	523,505.20
Cedar Hill Municipal Court	3/9/2014	348	65,681.58	129,285.27
Cedar Park Municipal Court	3/9/2014	564	163,769.18	218,284.82
Center Municipal Court				
Childress Municipal Court				
China Grove Municipal Court				
Cibolo Municipal Court				
Cleburne Municipal Court	3/7/2014	276	81,696.98	121,878.00
Clifton Municipal Court	3/6/2014	38	10,828.40	10,828.40
Coahoma JP 2	3/10/2014	32	11,507.00	11,507.00
College Station Municipal Court		503	78,683.20	167,423.70
Colleyville Municipal Court		296	49,639.00	49,639.00
Collingsworth Co. JP				
Colorado City Municipal Court	3/9/2014	37	8,090.00	10,652.00
Colorado Co. Municipal Court	3/8/2014	413	123,897.54	133,278.74
Columbus Municipal Court	3/7/2014	8	2,688.90	2,688.90
Comal Co. Sheriff's Office		64		
Conroe Municipal Court	3/7/2014	1,552	290,544.79	415,151.06
Cooke Co. JP 1				
Coppell Marshal's Office	3/8/2014	419	62,582.00	122,961.20
Copper Canyon Municipal Court				
Corinth Municipal Court	3/9/2014	138	48,620.49	52,905.25
Corpus Christi Municipal Court	3/14/2014	761	155,272.12	288,375.79
Corsicana Municipal Court	3/9/2014	152	29,711.83	79,120.97
Crowley Municipal Court	3/9/2014	264	29,849.53	70,801.43
Dallas Municipal Court				
Dallas Co. Sheriff Department (Felonies wrts only)				
Dallas Marshal's Office	3/9/2014	3,971	668,093.17	853,771.12
Dallum Co. Justice of the Peace				
Danbury Municipal Court				
Dawson Co. Justice of the Peace		50	14,848.97	15,853.27
Decatur Municipal Court	3/7/2014	181	60,728.83	63,937.53
Deerpark Municipal Court	3/8/2014	620	108,926.00	189,392.90
Dekalb Municipal Court	3/5/2014	31	6,035.25	7,987.25
Denton Co. Collections Compliance	3/7/2014	65	12,624.22	19,892.90
Denton Co. Constable PCT 2	3/7/2014	93	11,643.68	22,570.27

Denton Municipal Court		949	305,723.00	428,590.00
DeSoto Municipal Court	3/9/2014	637	134,803.14	227,978.00
Dibol Municipal Court				
Dickinson Municipal Court		346	66,967.35	136,712.14
Duncanville Municipal Court	3/7/2014	487	78,327.19	177,881.28
Eastland County	3/7/2014	65	10,524.50	13,854.50
Ector Co.	3/7/2014	396	143,332.19	125,791.02
El Paso County JP 1	3/9/2014	295	57,858.51	108,485.81
El Paso County JP 2	3/7/2014	64	12,216.00	23,300.80
El Paso County JP 3	3/7/2014	258	35,388.55	
El Paso County JP 4	3/9/2014	295	57,858.51	108,485.81
El Paso County JP 5	2/28/2014	22	2,947.50	4,355.10
El Paso County JP 6-2	3/9/2014	364	43,607.97	114,353.45
Euless Municipal Court		1,867	339,127.23	690,160.46
Fairview Municipal Court				
Farmers Branch Municipal Court	3/9/2014	1,043	181,563.79	392,096.19
Fate Municipal Court	3/7/2014	82	17,966.59	29,823.56
Flower Mound Municipal Court	3/9/2014	266	45,070.92	87,485.62
Forney Municipal Court	3/7/2014	118	18,113.20	26,728.70
Fort Worth Municipal Court				
Forest Hill Municipal Court				
Friendswood Municipal Court	3/9/2014	244	57,617.23	103,898.81
Frisco Municipal Court	3/9/2014	922	113,259.38	261,902.48
Fulshear Municipal Court	3/9/2014	20	3,109.30	7,114.70
Gainesville Marshal's Office				
Galveston Municipal Court	3/9/2014	1,247	192,703.16	294,423.96
Garland Municipal Court				
Garrett Municipal Court				
Gatesville Municipal Court	3/7/2014	126	22,635.85	44,238.33
Georgetown Municipal Court	3/9/2014	150	47,597.83	66,194.33
George West Municipal Court	3/9/2014	352	91,910.22	91,910.22
Glenn Heights Municipal Court	3/7/2014	63	18,561.60	23,188.90
Grand Prairie Municipal Court				
Grand Saline Municipal Court				
Grandview Municipal Court	3/7/2014	158	47,669.95	4,863.09
Grapevine Municipal Court	3/9/2014	683	133,648.80	254,964.23
Gray Co. JP 2				
Grayson Co. Sheriff's Office	3/8/2014	718	77,138.01	192,544.77
Hale Center Municipal Court				
Haltom City Municipal Court	3/8/2014	661	98,615.62	157,230.74
Harker Heights Municipal Court	3/9/2014	780	163,419.85	251,623.65
Harlingen Municipal Court	3/4/2014	1,622	284,675.24	557,819.72
Harris County	3/9/2014	5,552	710,317.42	1,435,350.67
Hartley Co. Justice of the Peace				
Hawley Municipal Court				
Hays County JP 1		16	8,207.73	1,450.00

Helotes Municipal Court	3/7/2014	63	18,340.31	24,298.40
Hempstead Municipal Court	3/8/2014	81	14,069.10	25,388.20
Hewitt Municipal Court				
Hickory Creek Municipal Court	3/9/2014	230	65,838.52	92,896.47
Highland Park Municipal Court				
Hillsboro Municipal Court				
Holliday Municipal Court	3/6/2014	21	4,242.30	5,654.10
Hopkins Co. JP 1				
Horseshoe Bay Municipal Court	3/6/2014	14	3,041.00	6,028.03
Houston Municipal Court	3/9/2014	32,810	2,190,902.16	10,907,781.15
Howard Co.				
Howard Co. Pct. 1 Pl1	3/6/2014	96	35,660.80	39,956.80
Howard Co. Pct. 1 Pl 2				
Hudson Oaks Municipal Court	3/7/2014	61	12,576.40	15,241.25
Humble Municipal Court	3/9/2014	607	93,281.37	258,525.99
Huntington Municipal Court				
Hurst Municipal Court	3/9/2014	765	183,745.03	236,058.46
Irving Municipal Court	3/9/2014	2,261	442,669.50	1,012,061.48
Italy, City of	3/7/2014	115	40,917.14	40,917.14
Jefferson County	3/7/2014	44	5,747.60	12,542.80
Jewett Municipal Court				
Jim Wells Co., Constable				
Johnson Co. Attorney Office				
Johnson Co. JP1	3/7/2014	59	19,306.40	22,217.10
Johnson Co. JP 3	3/6/2014	176	40,032.42	68,775.22
Johnson Co. JP 4	3/7/2014	44	12,559.18	16,651.08
Johnson County	3/8/2014	56	23,165.36	27,975.76
Jones Co. Justice of the Peace	3/6/2014	21	3,861.58	5,566.08
Jonestown Municipal Court				
Joshua Municipal Court	3/9/2014	230	41,965.62	71,611.72
Kaufman Municipal Court	3/7/2014	96	4,297.00	39,671.58
Keene Municipal Court				
Kennedale Municipal Court	3/8/2014	240	30,821.51	85,499.15
Killeen Municipal Court	3/9/2014	570	95,021.10	191,540.11
Kingsville Municipal Court	3/7/2014	337	70,305.56	143,009.71
Kirby Police Department				
Krugerville, City of	3/5/2014	49	12,397.80	14,788.90
Kyle Municipal Court				
Lacy Lakeview Municipal Court	3/7/2014	107	21,299.63	36,098.92
Lago Vista Municipal Court	3/4/2014	19	4,354.13	4,632.13
Laguna Vista Municipal Court	3/10/2014	30	11,064.20	11,151.70
Lake Dallas Municipal Court	3/9/2014	203	29,279.26	68,773.56
Lakeway Municipal Court				
Lake Worth Municipal Court				
Lamb Co. Municipal Court				
Lamb Co. JP 3	3/7/2014	115	27,210.96	33,314.68

LaMarque Municipal Court	3/7/2014	312	52,941.63	126,228.81
Lampasas Municipal Court	3/9/2014	132	16,580.60	68,423.59
Lancaster Municipal Court	3/7/2014	653	105,766.31	196,690.42
La Porte Municipal Court	3/9/2014	546	130,218.02	206,363.72
Lavon Municipal Court				
Leander Municipal Court	3/7/2014	108	18,947.31	39,723.99
League City Municipal Court	3/9/2014	376	88,459.34	140,221.37
Lefors Municipal Court				
Leon Co. Pct.. 1				
Leonard Municipal Court				
Levelland Municipal Court	3/6/2014	147	30,360.32	51,957.16
Lewisville Municipal Court	3/9/2014	578	243,375.41	236,770.97
Lindale Municipal Court	3/7/2014	208	46,549.03	57,464.46
Little Elm Municipal Court	3/7/2014	36	8,012.10	8,012.10
Live Oak Municipal Court		300	53,396.39	93,038.00
Lockhart Municipal Court	3/10/2014	119	14,870.00	34,640.80
Longview Municipal Court	3/9/2014	1,263	132,752.83	570,970.41
Lubbock Co. Compliance Dept.				
Lufkin Municipal Court				
Luling Municipal Court	3/7/2014	84	19,485.40	19,485.40
Magnolia Municipal Court				
Malakoff Municipal Court		95	19,495.00	26,354.00
Mansfield Municipal Court	3/8/2014	360	63,444.37	123,978.78
Marble Falls Municipal Court				
Martin Co. JP 1				
Martin Co. JP 2	3/7/2014	104	30,865.63	30,865.63
Matagorda Co. JP 1	3/7/2014	45	14,587.40	22,473.40
Matagorda Co. JP 2				
Matagorda Co. JP 6				
Maud Municipal Court	2/28/2014	4	1,614.03	1,649.71
McGregor Municipal Court				
McKinney Municipal Court	3/9/2014	429	80,793.61	142,660.22
McLennan County Municipal Court	3/7/2014	23	4,553.10	7,572.00
Melissa Municipal Court				
Merkel Municipal Court				
Mesquite Municipal Court	3/7/2014	1,457	216,601.34	756,538.21
Midland Municipal Court	3/9/2014	1,978	354,426.75	354,426.75
Midlothian Municipal Court	3/8/2014	105	26,264.66	27,243.20
Missouri City Municipal Court				
Mitchell Co. JP 2 and 3				
Moulton Municipal Court	3/8/2014	11	2,671.70	2,821.70
Mount Pleasant Municipal Court	3/7/2014	226	30,683.04	91,228.40
Mount Vernon Municipal Court				
Montgomery County Collections	3/9/2014	934	153,450.17	330,669.08
Montgomery Co, Constable PCT 3	3/6/2014	7	4,040.00	4,040.00
Nacogdoches Municipal Court	3/7/2014	807	99,446.67	173,731.37

Nacogdoches Co. Pct. 1	3/8/2014	202	54,836.82	58,616.82
Nacogdoches Co. Pct. 3				
Nash Municipal Court				
New Braunfels Municipal Court	3/7/2014	332	78,866.79	77,966.79
Northlake Municipal Court				
North Richland Hills Municipal Court	3/9/2014	640	131,908.67	247,528.07
Odessa Municipal Court		1,767	252,215.40	533,553.04
Oak Ridge North Municipal Court	3/7/2014	184	25,495.10	65,934.41
Palestine Municipal Court				
Palmhurst Municipal Court				
Pampa Municipal Court				
Pantego Municipal Court	3/8/2014	475	45,360.90	146,205.40
Pearland Municipal Court				
Pflugerville Municipal Court				
Piney Point Village Municipal Court, City of	3/10/2014	66	15,250.00	18,545.50
Plano Municipal Court	3/9/2014	1,803	423,233.10	423,233.10
Port Lavaca	3/14/2014	125	31,063.23	34,429.38
Princeton, City of		63	7,809.00	14,205.00
Prosper Municipal Court	3/8/2014	54	10,638.39	17,268.49
Quitman Municipal Court				
Red Oak Municipal Court	3/7/2014	294	53,028.59	91,634.24
Richardson Municipal Court	3/7/2014	759	118,876.15	277,185.05
Richland Hills Marshal's office		135	27,317.33	10,974.40
Rio Hondo Municipal Court	2/28/2014	16	4,984.90	4,984.90
Roanoke Municipal Court	3/9/2014	233	29,602.81	82,809.38
Roman Forest Police Department	3/1/2014	18	3,364.37	6,883.09
Rosenberg Municipal Court	3/9/2014	346	54,932.18	110,676.55
Round Rock Municipal Court	3/9/2014	380	133,623.82	157,409.71
San Angelo Municipal Court	3/8/2014	1,906	202,539.50	566,972.22
San Antonio Municipal Court				
San Marcos Municipal Court	3/7/2014	52		13,517.88
Sanchse Municipal Court				
Sanger Municipal Court				
Seabrook Municipal Court				
Seagoville Municipal Court	3/9/2014	187	17,712.13	74,015.65
Scurry Co. Pct. 2				
Sealy Municipal Court	3/9/2014	220	49,008.01	70,568.75
Seminole Municipal Court	3/7/2014	72	18,302.77	19,634.77
Shackelford Co. JP				
Shenandoah Municipal Court				
Silsbee Municipal Court	3/7/2014	107	14,790.75	34,759.86
Smith County Municipal Court		273	90,405.28	90,405.28
Snyder Municipal Court				
Southlake Municipal Court	3/9/2014	254	50,092.90	95,557.65
Stafford Municipal Court	3/10/2014	275	58,128.20	88,553.12
Stanton Municipal Court Pct. 1				

Stanton Municipal Court Pct. 2				
Sugarland Police Department	3/9/2014	563	109,604.14	190,202.43
Sulphur Springs Municipal Court				
Sweeny Municipal Court	3/5/2014	10	3,129.50	4,040.00
Taylor Municipal Court				
Taylor Co. JP2	3/9/2014	61	7,197.07	7,197.07
Taylor Co. JP4	3/7/2014	14	1,763.60	1,763.60
Taylor Co. JP 1 Pl 2	3/7/2014	77	16,378.50	28,871.30
Taylor Lake Village Muni Court	3/6/2014	41	10,525.65	15,583.85
Texas City Municipal Court	3/9/2014	844	136,329.77	303,402.29
Tomball Municipal Court	3/9/2014	668	81,398.00	81,398.00
Tom Green Co. JP 4	3/7/2014	13	2,089.00	3,113.46
Tom Green Co. Sheriffs Office				
Travis Co. Precinct 2	3/7/2014	753	281,832.87	821,832.87
Travis Co. - Precinct 3	3/7/2014	839	197,798.64	251,301.61
Travis Co. - Precinct 4	3/9/2014	417	108,491.87	131,968.08
Travis Co. Constable PCT. 5	3/7/2014	326	67,225.95	67,225.95
Trophy Club Municipal Court	3/7/2014	25	5,601.40	7,186.70
Tye Municipal Court				
Tyler Municipal Court	3/8/2014	2,113	451,028.15	814,193.93
Universal City				
Van Municipal Court	3/7/2014	37	8,229.60	13,726.00
Van Alstyne Municipal Court		133	17,781.98	19,080.90
Van Zandt JP Pct. 4	3/7/2014	64	14,298.33	26,435.33
Victoria Municipal Court	3/7/2014	371	104,086.97	91,613.16
Victoria Co. JP 2				
Victoria Co. JP 3				
Waco Municipal Court	3/7/2014	758	240,023.70	647,280.00
Waller Co. JP Pct. 2			7,259.70	7,259.70
Waller Co. JP Pct. 4	3/9/2014	75	13,407.37	24,597.85
Washington County 1	3/7/2014	75	30,326.72	30,326.72
Washington Co. JP 3	3/6/2014	79	28,325.17	33,653.26
Watauga Municipal Court	3/9/2014	238	61,407.93	90,704.53
Waxahachie City Marshal	3/7/2014	202	34,771.95	70,234.55
Webster Municipal Court	3/9/2014	90	17,518.50	35,940.20
West Lake Hill Municipal Court, City of	3/8/2014	204	49,411.40	50,079.40
Westlake Marshals				
White Oak Municipal Court	3/7/2014	43	10,577.80	15,723.00
White Settlement Municipal Court	3/8/2014	208	42,838.63	72,687.59
Wichita Falls		810	124,550.74	255,022.80
Wills Point Municipal Court	3/7/2014	46	10,571.67	15,181.17
Williamson Co. Pct. 1	3/7/2014	82	31,219.44	34,734.94
Williamson Co. Pct. 2				
Williamson Co. Pct. 4				
Winnsboro Municipal Court				
Woodville Municipal Court				

Wylie Municipal Court	3/9/2014	92	16,070.97	27,989.37
Total	203 entities report	**132,326**	**20,272,522**	**41,292,974**

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
1	**Statewide Results by Reporting Entity Prepared by City of Austin Municipal Court**		
2			*Roundup Results Spreadsheet*
3			*Send to: roundup@austintexas.gov*
4			*Tel (512) 974-4820 / Fax (512) 974-4682*
5			*or email: roundup@ci.austin.tx.us*
6	**Reporting Entity**	**# Warrants Cleared**	**Total Gross Collections (Costs, Fees, Fines, Bonds)**
7			
8		(All Warrants/Not Just Arrested)	(All Monies paid include bond payments and includes delinquent parking)
9	Abernathy Municipal Court	21	6,919.53
10	Addison Municipal Court	312	36,694.30
11	Alice Municipal Court, City of	65	12,825.54
12	Allen Municipal Court	441	83,844.96
13	Alvin Municipal Court, City of	76	18,463.00
14	Amarillo Municipal Court	2665	475,601.10
15	Andrews County JP #1	46	12,597.00
16	Andrews County JP #2 & #3	22	5,848.76
17	Andrews Municipal Court, City of	52	14,629.80
18	Angleton Municipal Court	237	51,215.79
19	Anson Municipal Court	24	6,361.83
20	Argyle Municipal Court	Not Reported	Not Reported
21	Arlington Municipal Court	6703	1,175,836.57
22	Aurora Municipal Court	3	906.10
23	Austin County JP #3	81	22,994.00
24	Austin Municipal Court	8997	2,674,147.51
25	Azle Municipal Court, City of	433	30,415.40
26	Balcones Heights Municipal Court, City of	149	32,096.52
27	Bastrop Municipal Court, City of	111	38,889.23
28	Bay City Municipal Court	94	16462.60
29	Baytown Muncipal Court, City of	1365	207077.48
30	Bedford Municipal Court	Not Reported	Not Reported
31	Bee County Criminal Court	Not Reported	Not Reported
32	Bellaire Municipal Court, City of	44	9,982.00
33	Belton Municipal Court	244	38,118.97
34	Big Spring Municipal Court	54	16,471.59

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
35	Boerne Municipal Court	37	9,659.22
36	Borger Municipal Court	1323	33,691.25
37	Brazos County Justice of the Peace, Pct. 2	Not Reported	Not Reported
38	Brenham Municipal Court, City of	212	127,733.74
39	Brookshire Municipal Court	Not Reported	Not Reported
40	Brownfield Municipal Court	Not Reported	Not Reported
41	Bryan Municipal Court	593	158,483.16
42	Buda Municipal Court	Not Reported	Not Reported
43	Bulverde Municipal Court, City of	Not Reported	Not Reported
44	Burleson Municipal Court	259	45,908.10
45	Caddo Mills Municipal Court	Not Reported	Not Reported
46	Cameron County Justice of the Peace Pct. 2, Pl. 2	Not Reported	Not Reported
47	Cameron County Justice of the Peace Pct. 5, Pl. 3	Not Reported	Not Reported
48	Canton Municipal Court	97	29,085.87
49	Canyon Municipal Court	93	18,547.10
50	Carrollton Marshal's Office	917	230,758.00
51	Castle Hills Municipal Court, City of	272	77,566.26
52	Cedar Hill Municipal Court	380	118,645.04
53	Cedar Park Municipal Court, City of	385	109,934.41
54	Center Municipal Court	Not Reported	Not Reported
55	Childress Municipal Court	Not Reported	Not Reported
56	China Grove Police Department	Not Reported	Not Reported
57	Cibolo Municipal Court	91	14,856.40
58	Cisco Municipal Court, City of	90	7,897.50
59	Cleburne Municipal Court	238	73,950.83
60	Cleveland Municipal Court	197	45,861.57
61	Cockrell Hill Police Department	485	74,005.21
62	College Station Municipal Court	397	73,995.50
63	Colleyville/Keller Municipal Courts	604	120,433.00
64	Collin County Constable Pct. 4	63	12,990.10
65	Colorado City Municipal Court	21	2,890.77
66	Colorado County	207	66,420.78
67	Colorado County Justice of the Peace, Pct. 3	Not Reported	Not Reported
68	Columbus Municipal Court, City of	9	2,810.80
69	Combes Municipal Court, Town of	Not Reported	Not Reported
70	Conroe Municipal Court	742	138,988.96
71	Coppell Marshal's Office	237	68,686.90
72	Corinth Municipal Court	108	41,615.00

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
73	Corpus Christi Municipal Court	524	69,510.01
74	Corsicana Municipal Court	169	41,244.10
75	Crowley Municipal Court	203	34,326.14
76	Dalhart Municipal Court	38	11,694.10
77	Dallam County Justice of the Peace	38	11,694.10
78	Dallas County Sheriff's Department	Not Reported	Not Reported
79	Dallas Marshal's Office, City of	7015	1,234,028.25
80	Dangerfield Municipal Court	100	26,054.18
81	Dawson County Justice of the Peace	Not Reported	Not Reported
82	De Kalb Municipal Court	38	3,294.00
83	Decatur Municipal Court	Not Reported	Not Reported
84	Deer Park Municipal Court	568	100,304.91
85	Denton County Constable Pct. 2	209	27,612.16
86	Denton County Justice of the Peace	505	44,823.68
87	Denton Municipal Court	682	121,980.00
88	Desoto Municipal Court, City of	686	34,270.51
89	Diboll Municipal Court	Not Reported	Not Reported
90	Dickens County Justice of the Peace	Not Reported	Not Reported
91	Dickinson Municipal Court	312	59,155.93
92	Double Oak Municipal Court	8	2,785.80
93	Duncanville Marshal Office	Not Reported	Not Reported
94	East Mountain Municipal Court, City of	74	6,325.59
95	Eastland Municipal Court		6,947.09
96	Elmendorf Municipal Court	36	13,581.00
97	Euless Municipal Court	1206	211,188.70
98	Everman Municipal Court, City of	Not Reported	Not Reported
99	Fairview Municipal Court	91	16,153.61
100	Farmers Branch Municipal Court	364	121,499.20
101	Fate Municipal Court, City of	66	11,194.53
102	Ferris Municipal Court, City of	Not Reported	Not Reported
103	Florence Municipal Court	25	10,769.47
104	Flower Mound Municipal Court, Town of	192	45,272.00
105	Forest Hill Municipal Court	1053	126,865.14
106	Forney Municipal Court	98	19,585.15
107	Fort Worth Municipal Court	9403	3,747,828.61
108	Friendswood Municipal Court	174	39,344.31
109	Frisco Municipal Court	1106	135,124.40
110	Fulshear Municipal Court, City of	36	11,684.20

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
111	Fulton Police Department	Not Reported	Not Reported
112	Galveston Municipal Court, City of	1124	150,753.38
113	Garland Municipal Court	1217	168,496.89
114	Gatesville Municipal Court	83	9,065.58
115	George West Municipal Court	385	108,535.92
116	Georgetown Municipal Court	134	37,992.18
117	Glen Heights Municipal Court	123	30,839.07
118	Goliad County Justice of the Peace, Pct. 1	70	24,833.88
119	Goliad County Justice of the Peace, Pct. 2	Not Reported	Not Reported
120	Grand Prairie Municipal Court	2437	454,854.90
121	Grandview Municipal Court, City of	174	58,615.19
122	Granite Shoals Muncipal Court, City of	83	11,233.60
123	Grapevine Municipal Court	481	84,545.72
124	Grayson County Sheriff's Office	597	44,779.39
125	Groesbeck Municipal Court	36	9,995.14
126	Gun Barrel City Municipal Court	77	5,107.55
127	Hale Center Municipal Court	Not Reported	Not Reported
128	Haltom City Municipal Court	735	115,688.92
129	Harker Heights Municipal Court	638	86,714.16
130	Harris County Justice of the Peace	6096	875,239.80
131	Harris County Constable's Office Pct. 4	Not Reported	Not Reported
132	Haslet Municipal Court	74	14,325.93
133	Hays County Constable Office Pct. 1	Not Reported	Not Reported
134	Hays County Constables Office Pct. 5	88	25,864.32
135	Hays County Justice of the Peace Pct. 1, Pl. 1	19	5,447.07
136	Hays County Justice of the Peace Pct. 1, Pl. 2	34	11,547.16
137	Helotes Municipal Court, City of	59	17,208.16
138	Hempstead Municipal Court, City of	101	12,881.10
139	Hewitt Municipal Court		7,806.00
140	Hickory Creek Municipal Court, Town of	248	53,902.75
141	Hidalgo, County of	Not Reported	Not Reported
142	Holliday Municipal Court, City of	13	Not Reported
143	Houston Municipal Court	18893	1,733,226.84
144	Howard County Justice of the Peace Pct. 1, Pl. 2	54	16,471.59
145	Hudson Oaks Municipal Court	Not Reported	Not Reported
146	Humble Municipal Court	566	91,104.72
147	Huntington Municipal Court	39	14,092.32
148	Hurst Municipal Court	586	111,151.32

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
149	Hutto Municipal Court	Not Reported	Not Reported
150	Irving Municipal Court, City of	1969	302,343.53
151	Italy Municipal Court	37	8,792.89
152	Jefferson County Justice Court, Pct. 2	Not Reported	Not Reported
153	Johnson County Attorney's Office	Not Reported	Not Reported
154	Johnson County Clerk	57	21,989.09
155	Johnson County Justice of the Peace, Pct. 3	50	13,450.20
156	Johnson County Justice of the Peace, Pct. 1	14	4,811.30
157	Jones County Justice of the Peace	14	5,918.22
158	Jonestown Municipal Court	8	2,334.00
159	Joshua Municipal Court	134	40,454.30
160	Junction Municipal Court	28	7,646.90
161	Karnes City Municipal Court	11	3,409.70
162	Katy Municipal Court, City of	227	46,351.99
163	Kaufman County Justice of the Peace	96	23,971.10
164	Kaufman Justice of the Peace, Pct. 4	Not Reported	Not Reported
165	Kaufman Police Department	Not Reported	Not Reported
166	Keene Municipal Court	188	49,053.85
167	Keller Municipal Court	Not Reported	Not Reported
168	Kemah Municipal Court	Not Reported	Not Reported
169	Kennedale Municipal Court, City of	211	26,241.98
170	Kingsville Municipal Court	307	65,123.21
171	Kleberg County Justice of the Peace, Pct. 2	Not Reported	Not Reported
172	Knox City Municipal Court	7	2,033.75
173	La Marque Municipal Court, City of	338	107,623.21
174	La Porte Municipal Court	528	100,703.29
175	Lacy Lakeview Municipal Court, City of	107	18,340.99
176	Lago Vista Municipal Court, City of	26	6,917.98
177	Laguna Vista Municipal Court	Not Reported	Not Reported
178	Lake Dallas Municipal Court, City of	237	32,239.03
179	Lake Worth Municipal Court	300	39,260.40
180	Lakeway Municipal Court	187	53,849.78
181	Lamb County Justice of the Peace, Pct. 4	Not Reported	Not Reported
182	Lamb County Justice of the Peace, Pct. 3	Not Reported	Not Reported
183	Lampasas Municipal Court	114	15,577.46
184	Lancaster Municipal Court, City of	936	84,100.07
185	LaSalle County Justice of the Peace, Pct 1	Not Reported	Not Reported
186	Lavon Municipal Court, City of	47	3,419.00

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
187	League City Municipal Court	395	118,521.58
188	Leander Municipal Court	112	31,301.99
189	Levelland Municipal Court	85	13,541.90
190	Lewisville Municipal Court	439	94,537.82
191	Lindale Police Department	181	33,887.03
192	Little Elm Police Department	87	27,738.68
193	Live Oak Police Department	264	49,338.14
194	Llano County Justice of the Peace, Pct. 1	Not Reported	Not Reported
195	Llano Municipal Court	13	3,580.95
196	Lockhart Municipal Court	96	20,062.84
197	Lonestar Municipal Court	37	7,829.01
198	Longview Municipal Court	762	84,169.40
199	Lubbock County Judicial Compliance	Not Reported	Not Reported
200	Lufkin Municipal Court	Not Reported	Not Reported
201	Luling Municipal Court, City of	82	19,291.03
202	Malakoff, City of	Not Reported	Not Reported
203	Mansfield Municipal Court	135	64,673.34
204	Manvel Municipal Court	25	11,031.25
205	Marble Falls Municipal Court	100	17,982.10
206	Martindale Municipal Court	80	20,894.97
207	Matagorda County Justice of Peace Pct. 1, Pl. 1	15	7,916.40
208	Maud Municipal Court	Not Reported	Not Reported
209	McAllen Municipal Court	Not Reported	Not Reported
210	McKinney Police Department	376	77,965.20
211	McLennan County Justice of the Peace, Pct. 4	25	5,850.01
212	Melissa Municipal Court, City of	31	12,608.70
213	Meridian Municipal Court and Police Department	Not Reported	Not Reported
214	Mesquite Municipal Court	1148	216,283.03
215	Midland Municipal Court	1096	151,499.87
216	Mineral Wells Municipal Court	222	59,478.50
217	Mineral Wells Municipal Court	Not Reported	Not Reported
218	Missouri City Municipal Court	132	37,965.00
219	Montague County Justice of the Peace, Pct. 1	Not Reported	Not Reported
220	Montague County Justice of the Peace, Pct. 2	Not Reported	Not Reported
221	Montgomery County Collections Department	576	105,955.14
222	Nacogdoches County Justice of the Peace, Pct. 1	132	33,665.50
223	Nacogdoches Municipal Court	Not Reported	Not Reported
224	North Richland Hills Municipal Court	421	77,355.99

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
225	Nueces County Justice of the Peace, Pct. 1, Pl. 1	Not Reported	Not Reported
226	Oak Ridge North Municipal Court	183	27,110.80
227	Odessa Municipal Court, City of	Not Reported	Not Reported
228	Pampa Municipal Court, City of		14,912.20
229	Pantego Municipal Court	312	17,815.20
230	Parmer County Justice of the Peace, Pct. 1	Not Reported	Not Reported
231	Pearland Municipal Court, City of	935	298,470.94
232	Pecos City Municipal Court, Town of	15	33,004.79
233	Pflugerville Municipal Court	440	94,357.20
234	Piney Point Village Municipal Court, City of	Not Reported	Not Reported
235	Plano Municipal Court	1061	301,374.61
236	Port Isabel Municipal Court	Not Reported	Not Reported
237	Port Lavaca Municipal Court	54	13,317.90
238	Portland Municipal Court	Not Reported	Not Reported
239	Poth Municipal Court	Not Reported	Not Reported
240	Presidio County Justice of the Peace, Pct. 2	Not Reported	Not Reported
241	Princeton Police Department, City of		19,092.00
242	Prosper Municipal Court, Town of	55	9,228.80
243	Quitman Muncipal Court, City of	21	4,853.50
244	Red Oak Municipal Court	263	46,822.22
245	Richardson Municipal Court	531	94,023.00
246	Richland Hills Municipal Court	174	25,744.29
247	Roanoke Municipal Court, City of		39,713.15
248	Robstown Municipal Court	Not Reported	Not Reported
249	Roman Forest Police Department	Not Reported	Not Reported
250	Ropesville Municipal Court	4	1,397.00
251	Rosenberg Municipal Court	103	31,123.17
252	Round Rock Municipal Court	313	104,100.01
253	Rowlett Municipal Court, City of	Not Reported	Not Reported
254	Royse City Municipal Court	86	44,420.75
255	Rusk County Justice of the Peace, Pct. 1	29	18,618.06
256	Rusk County Justice of the Peace, Pct. 5	Not Reported	Not Reported
257	Sachse Municipal Court, City of	48	8,774.00
258	San Antonio Municipal Court	22124	3,741,844.75
259	San Benito Municipal Court	Not Reported	Not Reported
260	San Marcos Municipal Court	436	104,795.84
261	Sansom Park Municipal Court, City of	120	18,204.45
262	Schertz, City of	Not Reported	Not Reported

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
263	Scurry County Justice of the Peace, Pct. 2	Not Reported	Not Reported
264	Seabrook Municipal Court	125	26,605.50
265	Seagoville Municipal Court	75	21,545.80
266	Sealy Municipal Court	154	40,685.49
267	Seminole Municipal Court	30	8,054.71
268	Shoreacres Police Department	Not Reported	Not Reported
269	Silsbee Municipal Court, City of	90	9,282.50
270	Slaton Municipal Court, City of	95	17,477.58
271	Smith County Court	380	132,475.74
272	Smith County Judicial Compliance Department	Not Reported	Not Reported
273	Snyder Municipal Court	38	9,146.00
274	Somerville Municipal Court	25	4,758.80
275	South Padre Island Municipal Court	Not Reported	Not Reported
276	Southlake Municipal Court, City of	154	32,355.80
277	Southside Place Municipal Court, City of	Not Reported	Not Reported
278	Spring Valley Village Municipal Court	357	114,275.25
279	Stafford Municipal Court	Not Reported	Not Reported
280	Stagecoach Municipal Court	14	3,421.50
281	Stamford Municipal Court	Not Reported	Not Reported
282	Stonewall County Justice of the Peace	11	5,458.50
283	Sudan Municipal Court	14	4,630.40
284	Sugar Land Municipal Court	567	100,225.17
285	Taft Municipal Court	140	7,689.50
286	Taylor County Court	21	9,717.50
287	Taylor County Justice of the Peace, Pct.1, Pl. 1	43	13,328.00
288	Taylor County Justice of the Peace, Pct.1, Pl. 2	39	9,413.30
289	Taylor County Justice of the Peace, Pct.3, Pl. 1	21	9,717.50
290	Taylor Lake Village Municipal Court	Not Reported	Not Reported
291	Terry County Justice of the Peace	Not Reported	Not Reported
292	Texas City Municipal Court	1063	207,227.70
293	Tomball Police Department	464	141,833.00
294	Travis County Constable Pct. 2	776	265,572.50
295	Travis County Constable Pct. 3	1025	217,279.50
296	Travis County Constable Pct. 4	337	98,686.54
297	Travis County Constable Pct. 5	217	62,976.30
298	Travis County Constable Pct. 1	Not Reported	Not Reported
299	Travis County Justice of the Peace Pct. 1	Not Reported	Not Reported
300	Trophy Club Municipal Court, Town of	46	7,479.52

2015 STATE WIDE WARRANT ROUND UP

	A	B	C
301	Tye Municipal Court	20	6,447.51
302	Tyler Municipal Court	1726	325,282.00
303	Universal City Municipal Court	396	172,786.07
304	Uvalde Municipal Court	49	120,833.28
305	Van Alstyne Police Department	54	8,340.70
306	Van Municipal Court	24	1,423.00
307	Victoria Municipal Court, City of	548	154,411.73
308	Waco Municipal Court, City of	1240	203,619.64
309	Waller County Justice of the Peace, Pct. 2		12,769.10
310	Waller County Justice of the Peace, Pct. 4	59	12,530.00
311	Waller Municipal Court, City of	35	23,184.20
312	Ward County Justice of the Peace	Not Reported	Not Reported
313	Washington County Justice of the Peace, Pct. 1	48	14,431.75
314	Washington County Justice of the Peace, Pct. 3	Not Reported	Not Reported
315	Watauga Municipal Court	233	66,467.37
316	Waxahachie, City of	213	19,750.90
317	Webster Municipal Court, City of	199	51,962.60
318	West Lake Hills Municipal Court, City of	167	37,020.55
319	Westlake Municipal Court, Town of	252	69,510.00
320	White Oak Municipal Court	37	13,864.60
321	White Settlement Municipal Court	Not Reported	Not Reported
322	Wichita Falls Municipal Court, City of	800	183,858.50
323	Will Point Municipal Court	42	8,791.70
324	Williamson County Constable Pct. 1	Not Reported	Not Reported
325	Williamson County Justice of the Peace, Pct. 1	43	20,113.66
326	Wilson County Justice of the Peace, Pct. 1	36	10,484.60
327	Windcrest Municipal Court	323	60,768.73
328	Woodville Municipal Court	36	7,690.32
329	Wylie Municipal Court, City of	81	14,885.75
330	Yoakum County Justice of the Peace, Pct. 2	Not Reported	Not Reported
331	Zavalla Municipal Court, City of	21	1,878.00
332			
333			
334	**TOTAL: 239 Entities Reported**	**144,134**	**$28,240,703.55**
335	(of 323 Total Entities is 74% reporting)	**# Warrants Cleared**	**Total Gross Collections (Costs, Fees, Fines, Bonds)**
336			
337			

CITY OF LA MARQUE
Court Statistics
April 2015

	Non-Parking	Traffic Parking	Traffic City Ordinance	Penal Code	Non-Traffic State Law	City Ordinance	Total this Month	Current Fiscal yr to date	Total This Month PY	Prior Fiscal yr to date
Total Cases Pending First of Month	5195	0	6	2233	1691	372	9497	66027	8370	48946
Active Cases	1271	0	3	551	256	122	2203	15389	1571	8718
Inactive Cases	3924	0	3	1682	1435	250	7294	50638	6799	40228
New Cases Filed	273	0	0	208	127	18	626	4243	444	3747
Cases Reactivated	118	0	0	67	50	13	248	1716	285	1517
All Other Cases Added	0	0	0	0	0	0	0	0	0	0
Total Cases on Docket	1662	0	3	826	433	153	3077	21348	2300	13982
Dispositions Prior to Trial:										
Uncontested Dispositions	198	0	0	76	57	15	346	1622	52	262
Dismissed by Prosecution	29	0	0	11	8	7	55	178	4	10
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	23	0	0	1	1	2	27	758	169	1159
By the Court	3	0	0	1	0	0	4	255	114	705
By the Jury	0	0	0	0	0	0	0	0	0	0
Acquittals:										
By the Court	0	0	0	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0	0	0	0
Dismissed by Prosecution	11	0	0	6	1	3	21	196	44	214
Compliance Dismissals:										
After Driver Safety Course	44						44	260	22	166
After Deferred Disposition	19	0	0	1	1	0	21	425	52	413
After Proof of Financial Responsibility	2						2	51	0	54
	Non-Parking	***Traffic Parking***	***Traffic City Ordinance***	***Penal Code***	***Non-Traffic State Law***	***City Ordinance***	***Total this Month***	***Current Fiscal yr to date***	***Total Prior Month***	***Prior Fiscal yr to date***
All Other Transportation Code Dismissals	10	0	0	0	0	0	10	118	6	182
All Other Dispositions	0	0	0	0	0	0	0	0	0	0
Total Cases Disposed	339	0	0	96	68	27	530	3867	463	3170
Cases Placed on Inactive Status	260	0	1	131	115	24	531	2317	155	1683
Total Cases Pending End of Month:	5129	0	6	2345	1750	363	9593	66403	8351	49523
Active Cases	1063	0	2	599	250	102	2016	15184	1682	9129
Inactive Cases	4066	0	4	1746	1500	261	7577	51239	6669	40394
Show Cause Hearings Held	55	0	0	11	5	2	73	292	19	171
Cases Appealed:										
After Trial	0	0	0	0	0	8	8	23	5	18
Without Trial	5	0	0	2	1	8	16	23	0	1

CITY OF LA MARQUE
Court Statistics
April 2015

	This Month Current Yr	Current Fiscal yr to date	This Month Prior Yr	Prior Fiscal yr to date
Juvenile/Minor Activity:				
Transportation Code Cases Filed	2	11	1	22
Non-driving Alcoholic Beverage Code Cases Filed	0	6	2	5
Driving Under Influence of Alcohol Cases Filed	0	0	0	0
Drug Paraphernalia Cases Filed	1	2	0	9
Tobacco Cases Filed	1	4	0	5
Failure to Attend School Cases Filed	0	0	0	0
Education Code Cases Filed (except fail to attend)	0	0	0	0
Curfew Violation Cases Filed	0	0	1	4
All Other Non-traffic Fine-only Cases Filed	4	28	2	32
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	0	27	10	31
Class A and B Misdemeanors	4	44	6	44
Felonies	1	23	3	22
Arrest Warrants Issued:				
Class C Misdemeanors	423	2228	147	1570
Capias Pro Fine Issued:				
Class C Misdemeanors	102	682	0	610
Emergency Protection Orders Issued	1	1	2	41
Stolen Property Hearings Held	0	1	0	0
Cases Satisfied by Community Service:				
Partial Satisfaction	0	4	0	1
Full Satisfaction	7	58	12	120
Cases Satisfied by Jail Time Credit	58	556	142	681
Fines, Court Costs and Other Amounts Collected:				
	Total this Month	***Current Fiscal yr to date***	***Total This Month Prior Yr***	***Prior Fiscal yr to date***
Kept by City	**70,095.00**	**536,114.00**	**71,576.00**	**452,484.00**
Remitted to State	27,072.00	220,879.00	25,774.00	171,273.00
Total	**$ 97,167.00**	**$756,993.00**	**$ 97,350.00**	**$623,757.00**

POLICE/OEM

GALVESTON COUNTY SHERIFF

Events by Nature Code by Agency

Agency: LMPD, Event date/Time range: 05/01/2015 00:00:00 - 05/31/2015 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
LMPD	ABANDONED VEHICLE	0	0	3	3	0%	0:04:08	0:05:46	0:19:23	1:27:54	0:29:18
	ALARM	0	1	121	122	7%	0:03:43	0:05:16	0:06:20	30:08:40	0:14:50
	ANIMAL ASTRAY	0	0	1	1	0%	0:08:12	0:00:04	0:15:39	0:23:55	0:23:55
	ANIMAL COMPLAINT DOMESTIC	0	4	39	43	2%	0:08:09	0:07:09	0:13:53	19:52:49	0:27:44
	ASSAULT	0	0	22	22	1%	0:06:10	0:06:21	0:29:53	14:57:29	0:40:48
	ASSIST CITIZEN	0	9	15	24	1%	0:08:40	0:03:38	0:13:10	8:36:04	0:21:30
	ASSIST EMS	0	0	11	11	1%	0:00:33	0:03:34	0:09:25	2:29:00	0:13:33
	ASSIST OTHER AGENCY	0	17	36	53	3%	0:02:50	0:04:27	0:17:41	18:28:40	0:20:55
	ATTEMPT TO SERVE WARRANT	0	5	0	5	0%	0:00:01	0:00:00	1:22:09	6:52:32	1:22:30
	AUTO PEDESTRIAN ACCIDENT	0	0	1	1	0%	0:01:01	0:02:48	0:47:53	0:51:42	0:51:42
	BAR CHECK	0	0	1	1	0%	0:09:09	0:09:01	0:31:32	0:49:42	0:49:42
	BURGLARY OF BUILDING	0	0	10	10	1%	0:04:17	0:05:04	0:52:34	10:19:19	1:01:56
	BURGLARY OF HABITATION	0	0	11	11	1%	0:13:15	0:06:53	0:34:56	10:05:53	0:55:05
	BURGLARY OF MOTOR VEHICLE	0	2	9	11	1%	0:04:04	0:09:35	0:13:54	4:35:53	0:25:05
	BUSINESS CHECK	0	169	11	180	10%	0:00:14	0:05:07	0:10:26	34:03:02	0:11:21
	CHILD CUSTODY	0	0	4	4	0%	0:08:32	0:00:24	0:14:45	1:34:44	0:23:41
	CIVIL MATTER OR STANDBY	0	0	43	43	2%	0:09:57	0:08:16	0:17:44	25:21:35	0:35:23
	CODE ENFORCEMENT INVESTIGATION	0	15	0	15	1%	0:00:01	0:30:16	0:18:45	5:42:15	0:22:49
	COMMUNITY OUTREACH	0	1	0	1	0%	0:00:00	0:00:00	0:07:32	0:07:32	0:07:32
	CORRECTIONS TRANSPORT	0	2	0	2	0%	0:00:01	0:13:00	0:35:25	1:23:52	0:41:56
	CRIMINAL MISCHIEF	0	0	13	13	1%	0:05:17	0:06:52	0:23:00	7:37:07	0:35:10
	DEAD ON SCENE	0	0	2	2	0%	0:00:37	0:07:48	2:17:57	4:52:44	2:26:22
	DIFFICULTY BREATHING	0	0	1	1	0%	0:01:54	0:27:58	0:13:20	0:43:12	0:43:12
	DISTURBANCE	0	1	88	89	5%	0:03:13	0:03:55	0:22:22	42:57:41	0:28:58

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DRUNK OR INTOXICATED PERSON	0	0	10	10	1%	0:05:08	0:03:29	0:13:11	3:34:42	0:21:28
	DUP	0	1	1	2	0%	0:00:10	0:07:45	0:03:46	0:23:21	0:11:41
	FIRE - NON SPECIFIC	0	0	1	1	0%	0:00:08	0:03:03	0:17:58	0:21:09	0:21:09
	FIREWORKS	0	0	1	1	0%	0:01:25	0:11:17	0:08:28	0:21:10	0:21:10
	FRAUD - FORGERY - CC ABUSE	0	1	15	16	1%	0:14:04	0:05:22	0:16:04	9:08:31	0:34:17
	FSGI ACCIDENT	1	0	8	9	1%	0:03:36	0:03:53	0:34:46	5:38:03	0:42:15
	GENERAL INFORMATION CALL	0	1	3	4	0%	0:08:42	0:07:16	0:41:22	3:42:07	0:55:32
	HARASSMENT - ALL TYPES	0	0	21	21	1%	0:10:09	0:07:49	0:18:59	12:56:15	0:36:58
	JUVENILE PROBLEM	0	2	12	14	1%	0:03:36	0:04:56	0:19:22	6:00:00	0:25:43
	LITTERING AND ILLEGAL DUMPING	0	1	2	3	0%	0:01:26	0:12:17	1:01:27	3:33:15	1:11:05
	LOUD MUSIC OR NOISE	0	0	25	25	1%	0:06:03	0:05:35	0:13:54	10:32:08	0:25:17
	MEDICAL ASSIST	0	0	1	1	0%	0:02:21	0:22:32	0:11:04	0:35:57	0:35:57
	MENTAL HEALTH	0	0	19	19	1%	0:04:46	0:04:47	0:15:55	7:41:04	0:24:16
	MISCELLANEOUS	0	19	0	19	1%	0:00:01	0:00:00	3:27:23	65:40:42	3:27:24
	NARCOTICS CRIMES	0	0	3	3	0%	0:05:27	0:03:59	0:33:19	2:08:19	0:42:46
	OPEN DOOR	0	3	6	9	1%	0:01:14	0:02:30	0:07:40	1:33:55	0:10:26
	OVERDOSE	0	0	3	3	0%	0:01:29	0:04:20	0:29:28	1:45:53	0:35:18
	PERSON WITH WEAPON	0	0	2	2	0%	0:02:39	0:02:25	0:32:59	1:16:07	0:38:04
	PRISONER DETAIL	0	8	7	15	1%	0:00:18	0:10:23	0:54:51	14:27:23	0:57:50
	PRIVATE PROPERTY TOW	0	0	1	1	0%	0:00:59	0:00:02	0:47:48	0:48:49	0:48:49
	RECOVD CHILD/PERSON/RUNAWAY	0	0	3	3	0%	0:09:28	0:06:53	0:09:13	1:16:44	0:25:35
	RESIDENTIAL CHECK	0	63	15	78	4%	0:01:31	0:03:39	0:06:13	10:32:22	0:08:06
	RUNAWAY JUVENILE	0	0	2	2	0%	0:09:22	0:06:41	0:18:19	1:08:44	0:34:22
	SEX CRIME	0	0	5	5	0%	0:10:06	0:08:11	0:34:18	4:22:58	0:52:36
	SHOTS FIRED	0	0	8	8	0%	0:02:17	0:04:12	0:21:24	3:43:04	0:27:53
	STRANDED MOTORIST	0	8	7	15	1%	0:03:43	0:05:42	0:18:33	5:51:41	0:23:27

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	STRUCTURE FIRE	0	0	1	1	0%	0:00:26	0:01:07	0:09:27	0:11:01	0:11:01
	SUICIDE ATTEMPTED OR COMPLETED	0	0	7	7	0%	0:04:12	0:02:48	0:45:02	5:33:43	0:47:40
	SUPPLEMENTAL INFO TO PREV CASE	0	17	44	61	3%	0:07:10	0:06:19	0:18:29	29:57:35	0:29:28
	THEFT / LOST PROPERTY	0	2	64	66	4%	0:10:27	0:10:01	0:31:09	55:56:13	0:50:51
	THREATS ALL CATEGORIES	1	0	19	20	1%	0:03:27	0:05:55	0:25:48	11:02:16	0:34:51
	TRAFFIC COMPLAINT	0	13	36	49	3%	0:05:38	0:06:33	0:05:07	11:27:35	0:14:02
	TRAFFIC STOP	0	234	6	240	14%	0:00:05	0:00:47	0:13:28	53:57:28	0:13:33
	UNCONSCIOUS PERSON	0	0	5	5	0%	0:00:06	0:02:14	0:12:15	1:13:01	0:14:36
	UNDESIRABLE PERSON	0	0	33	33	2%	0:04:13	0:04:23	0:14:45	12:50:51	0:23:22
	VEHICLE FIRE	0	0	1	1	0%	0:00:09	0:02:26	1:16:24	1:18:59	1:18:59
	VIOLATION OF CITY ORDINANCE	0	0	1	1	0%	0:00:29	0:01:35	0:42:32	0:44:36	0:44:36
	WARRANT ARREST ON VIEW	0	5	28	33	2%	0:03:25	0:11:11	0:31:03	23:42:24	0:43:06
	WELFARE CHECK	0	0	64	64	4%	0:07:41	0:05:18	0:15:08	29:20:03	0:27:30
Subtotals for No Summary Code		**2**	**604**	**932**	**1538**	**87%**	**0:04:13**	**0:06:33**	**0:29:01**	**670:43:24**	**0:37:54**
	CHILD ABUSE NON SPECIFIC	0	0	3	3	0%	0:27:44	0:07:06	0:29:05	3:11:49	1:03:56
	MISSING CHILD - NOT RUNAWAY	0	0	2	2	0%	0:05:35	0:04:49	0:19:35	0:59:59	0:30:00
Subtotals for CAC		**0**	**0**	**5**	**5**	**0%**	**0:16:40**	**0:05:58**	**0:24:20**	**4:11:48**	**0:46:58**
	MAJOR ACCIDENT	0	0	9	9	1%	0:14:15	0:02:51	1:02:08	11:53:03	1:19:14
	MINOR ACCIDENT	0	1	38	39	2%	0:03:26	0:05:00	0:28:07	23:37:16	0:36:20
Subtotals for MVA		**0**	**1**	**47**	**48**	**3%**	**0:08:50**	**0:03:56**	**0:45:08**	**35:30:19**	**0:57:47**
	CIVIL MATTER OR STANDBY	0	0	1	1	0%	0:01:56	0:12:18	0:40:59	0:55:13	0:55:13
	RECOVERED OR FOUND PROPERTY	0	0	1	1	0%	0:08:42	0:18:36	0:14:44	0:42:02	0:42:02
	TRESPASSING	0	0	7	7	0%	0:08:59	0:04:59	0:17:24	3:39:39	0:31:23
	UNAUTH USE OF MOTOR VEHICLE	0	0	4	4	0%	0:05:46	0:11:23	0:22:57	2:40:29	0:40:07
Subtotals for PROP		**0**	**0**	**13**	**13**	**1%**	**0:06:21**	**0:11:49**	**0:24:01**	**7:57:23**	**0:42:11**

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DUP	0	0	1	1	0%	0:00:02	0:02:49	0:12:53	0:15:45	0:15:45
	SUSPICIOUS CIRCUMSTANCES	0	6	45	51	3%	0:10:24	0:04:48	0:17:41	25:58:40	0:30:34
	SUSPICIOUS PERSON	0	25	37	62	4%	0:02:49	0:04:40	0:15:37	20:57:52	0:20:17
	SUSPICIOUS VEHICLE	0	21	23	44	2%	0:03:05	0:08:20	0:09:22	11:25:12	0:15:34
Subtotals for SUSP		**0**	**52**	**106**	**158**	**9%**	**0:04:05**	**0:05:09**	**0:13:53**	**58:37:29**	**0:20:32**
	FAMILY DISTURBANCE	0	0	2	2	0%	0:02:13	0:02:13	0:14:37	0:38:07	0:19:04
	KIDNAPPING	0	0	2	2	0%	0:01:55	0:02:03	1:35:25	3:18:45	1:39:23
	ROBBERY	0	0	1	1	0%	0:00:23	0:08:43	1:59:26	2:08:32	2:08:32
	SHOOTING	0	0	1	1	0%	0:00:54	0:02:33	3:25:47	3:29:14	3:29:14
Subtotals for VICR		**0**	**0**	**6**	**6**	**0%**	**0:01:21**	**0:03:53**	**1:48:49**	**9:34:38**	**1:54:03**
Subtotals for LMPD		**2**	**657**	**1109**	**1768**	**100%**	**0:04:37**	**0:06:32**	**0:32:20**	**786:35:01**	**0:41:50**

FIRE/EMS

NET COLLECTIONS

YEAR	2014			2015		
MONTH	10	11	12	1	2	3
	$30,635.71	$37,284.34	$29,289.64	$31,126.72	$26,620.74	$19,443.75

YEAR						
MONTH	4	5	6	7	8	9
	$20,301.09	$1,404.24				

YTD TOTAL: $196,106.23

YTD FEES PAID TO INTERMEDIX------COLLECTION RATE

DATE	PAYMENT
10/2/2014	$2,173.54
11/2/2014	$3,024.72
12/2/2014	$1,441.23
1/2/2015	$ 107.43
2/2/2015	$1,555.41
3/2/2015	$2,444.53
4/2/2015	$1,594.92
5/2/2015	$1,021.59

YTD TOTAL: $13,363.37 **YTD Average: 21%**
AVERAGE PYMT: $1,670.42

***Payments to Intermedix are calculated on collections during the previous month. The amount collected and fees paid to Intermedix may or may not reflect credits, refunds, or adjustments not yet processed and posted.**

YTD RESPONSES – TOTAL CURRENT CHARGES – BILLABLE ACCOUNTS

MONTH	YEAR	RESPONSES	NET CHARGES	BILLABLE
10	2014	138	$119,953.80	128
11	2014	133	$120,671.22	114
12	2014	108	$102,093.57	100
01	2015	129	$101,002.58	116
02	2015	124	$ 96,370.01	110
03	2015	118	$105,877.88	100
04	2015	136	$138,043.82	126
05	2015	119	$144,936.59	96
YTD	**TOTALS:**	**1,005**	**$928,949.47**	**890**

City of La Marque Fire Department Month: May 1st to May 27th
Year: 2015

	Current Month: 05/01/15 to 05/27/15	Current Month/ Previous Year: 05/01/14 to 05/27/14	Previous month: 04/01/15 to 04/30/15	Fiscal Year to Date: 2014-2015	Previous Year to Date: 2013-2014
Fires-	4	5	10	46	38
Overpressures/ Explosions-	0	0	1	2	1
Rescue and EMS-	148	131	166	1,220	1,078
Haz-Mat-	7	4	13	59	34
Good Intent-	8	9	22	110	91
False Alarm-	9	6	9	55	53
Mutual Aid Received from(FIRE)-Texas City-	0				
Mutual Aid Given to (FIRE)- Texas City-	1				
Mutual Aid Received from(EMS)- Texas City-	29				
Mutual Aid Given to(EMS)- Texas City-	2				
Mutual Aid Received from(FIRE)-Bayou Vista-	1				
Mutual Aid Given to(FIRE)- Bayou Vista-	0				
Mutual Aid Received from (EMS)-Bayou Vista-	0				
Mutual Aid Given to (EMS)-Bayou Vista-	0				
Mutual Aid Rec’d (FIRE)-Galv. Fire-	0				
Mutual Aid Rec’d (EMS)- Galv. Fire-	3				
Mutual Aid Given to (FIRE)-Galv. EMS	2				
Mutual Aid Given to (EMS)-Galv. EMS	0				
Mutual Aid Rec. from(FIRE)Hitchcock	0				
Mutual Aid Given to (FIRE) – Hitchcock	0				
Mutual Aid Rec. (EMS) – Hitchcock	0				
Mutual Aid Given (EMS)-Hitchcock	2				
Mutual Aid Given to (EMS) – All Others	0				
Mutual Aid Given to (FIRE) – All Others	0				
Mutual Aid Received (EMS)- All Others-	0				
Mutual Aid Received from(Fire)- All Others-	1				

All others=Dickinson, Tiki Island, San Leon, Air Phi Medical, Santa Fe, etc…

EMS CALL STATISTICS FY 2014-2015

La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH														
Disposition	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT		
Encounters	128	101	106	129	124	118	136	119						
Transports	116	87	98	116	105	93	124	100						
Aeromedical	0	0	0	0	0	0	0	0						
Dead On Scene	5	1	3	1	5	5	0	1						
Refusals	7	12	5	11	14	20	12	18						

RESPONSE TIMES PER MONTH (minutes)														
Unit Status	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT		
Dispatch - Location	6	5	6	6	5	5	5	5						
Location - To Hospital	15	17	17	16	18	17	16	15						
To Hospital - At Hospital	12	11	10	11	11	11	12	11						
At Hospital - In Service	33	36	31	37	35	37	36	38						
Location - At Hospital	27	27	26	26	27	25	27	25						
Dispatch - At Hospital	34	32	32	32	32	31	33	30						
Dispatch - In Service	64	64	62	68	63	62	66	63						

CALL STATISTICS 2015
La Marque Fire/Rescue

PATIENT TRANSPORTS BY RECEIVING FACILITY													
Facility Code	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	**TOT**
MD	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
CStJoseph	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
WomenTx	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MHSE	1 0%	0 0%	1 1%	0 0%	0 0%								2 0%
UTMBHosp	26 22%	18 17%	20 22%	28 22%	19 19%								111 20%
HouMeStJon	1 0%	1 0%	0 0%	2 1%	2 2%								6 1%
MHPB	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MHCH	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
CLRH	9 7%	8 7%	4 4%	7 5%	0 0%								28 5%
St John	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
SanJac	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%

Mainlnd	77 67%	76 72%	65 72%	86 69%	74 74%								378 70%
Bellaire	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Hermann	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
ShrinrBH	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
St Luke	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
TXChld	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
BayAreaMed	0 0%	2 1%	0 0%	1 0%	5 5%								8 1%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
TOTAL	114 100%	105 100%	90 100%	124 100%	100 100%								533 100%

PATIENT DISPOSITION BY MONTH													
Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	129	124	118	136	119								626
Transports	116 89%	105 84%	93 78%	124 91%	100 84%								538 85%
Aeromedical	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Dead On Scene	1 0%	5 4%	5 4%	0 0%	1 0%								12 1%
Unfounded	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Refusals	11 8%	14 11%	20 16%	12 8%	18 15%								75 11%

CALLS BY TIME OF DAY

Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	40 31%	28 22%	29 24%	34 25%	30 25%								161 25%
1200-1759	45 35%	46 37%	41 34%	43 31%	42 35%								217 34%
1800-2359	24 18%	32 25%	26 22%	34 25%	27 22%								143 22%
0000-0559	19 14%	18 14%	22 18%	24 17%	20 16%								103 16%

PATIENT AGE BY MONTH

Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
<1	0 0%	1 0%	1 0%	0 0%	0 0%								2 0%
1-8	4 3%	3 2%	2 1%	4 3%	1 0%								14 2%
9-12	2 1%	3 2%	1 0%	2 1%	1 0%								9 1%

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
13-17	1 0%	3 2%	1 0%	2 1%	3 2%								10 1%
18-25	13 10%	8 6%	12 10%	11 8%	7 5%								51 8%
26-50	30 23%	29 23%	34 29%	44 33%	41 34%								178 28%
51-75	52 40%	49 39%	44 37%	48 36%	41 34%								234 37%
76-100	27 20%	27 21%	21 18%	21 15%	24 20%								120 19%
>100	0 0%	0 0%	0 0%	1 0%	1 0%								2 0%

DISPATCHED CALL TYPES PER MONTH													
Call Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	**TOT**
	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Abd Pain	2 1%	6 4%	2 1%	4 2%	1 0%								15 2%
Allergic Rx	0 0%	2 1%	0 0%	0 0%	0 0%								2 0%
Animal Bite	1 0%	0 0%	0 0%	0 0%	0 0%								1 0%
Assault	0 0%	0 0%	1 0%	1 0%	2 1%								4 0%
Auto Ped	0 0%	1 0%	0 0%	1 0%	1 0%								3 0%

Back Pain	1 0%	2 1%	1 0%	4 2%	3 2%								11 1%
Burns	0 0%	0 0%	0 0%	1 0%	1 0%								2 0%
CO Poison	0 0%	1 0%	0 0%	0 0%	0 0%								1 0%
CPR	2 1%	1 0%	0 0%	1 0%	0 0%								4 0%
Cardiac	12 9%	9 7%	13 11%	18 13%	12 10%								64 10%
Childbirth	0 0%	1 0%	0 0%	1 0%	0 0%								2 0%
Choking	0 0%	2 1%	0 0%	0 0%	0 0%								2 0%
DOS	1 0%	2 1%	3 2%	0 0%	0 0%								6 0%
Diabetic	4 3%	9 7%	5 4%	4 2%	7 5%								29 4%
Drowning	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Electrocution	1 0%	0 0%	0 0%	0 0%	0 0%								1 0%
Eye Injury	0 0%	1 0%	0 0%	0 0%	0 0%								1 0%
Falls	7 5%	8 6%	8 6%	8 5%	14 11%								45 7%
Fire/Hazmat	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%

GSW/Stab	0 0%	1 0%	0 0%	0 0%	0 0%								1 0%
Headache	1 0%	0 0%	0 0%	1 0%	0 0%								2 0%
Heat/Cold	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Hemorrhage	0 0%	0 0%	2 1%	0 0%	1 0%								3 0%
Ind Accident	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MVA	14 10%	9 7%	6 5%	15 11%	9 7%								53 8%
Medical	26 20%	27 21%	19 16%	32 23%	26 21%								130 20%
Other	7 5%	6 4%	5 4%	2 1%	4 3%								24 3%
Overdose	3 2%	1 0%	2 1%	0 0%	0 0%								6 0%
Person Down	1 0%	0 0%	1 0%	0 0%	1 0%								3 0%
Psych	3 2%	0 0%	2 1%	0 0%	3 2%								8 1%
Respiratory	23 17%	16 12%	27 22%	25 18%	19 15%								110 17%
Seizures	8 6%	8 6%	12 10%	6 4%	4 3%								38 6%
Service Call	2 1%	0 0%	0 0%	1 0%	0 0%								3 0%

Stroke	3 2%	2 1%	3 2%	3 2%	3 2%								14 2%
Trauma	3 2%	2 1%	1 0%	2 1%	1 0%								9 1%
Unconscious	3 2%	6 4%	5 4%	5 3%	7 5%								26 4%
Unknown	0 0%	1 0%	0 0%	1 0%	0 0%								2 0%

RESPONSE TIMES PER MONTH (minutes)													
Unit Status	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	**AVG**
Dispatch - Location	6	5	5	5	5								5
Location - To Hospital	16	18	17	16	15								16
To Hospital - At Hospital	11	11	11	12	11								11
At Hospital - In Service	37	35	37	36	38								37
Location - At Hospital	26	27	25	27	25								26
Dispatch - At Hospital	32	32	31	33	30								32
Dispatch - In Service	68	63	62	66	63								64

La Marque Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/27/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	0.54%	$0	0.00%
131 Passenger vehicle fire	1	0.54%	$0	0.00%
141 Forest, woods or wildland fire	1	0.54%	$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.54%	$0	0.00%
	4	**2.16%**	**$0**	**0.00%**
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	0.54%	$0	0.00%
321 EMS call, excluding vehicle accident with	134	72.43%	$0	0.00%
322 Motor vehicle accident with injuries	7	3.78%	$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.54%	$0	0.00%
324 Motor Vehicle Accident with no injuries	4	2.16%	$0	0.00%
357 Extrication of victim(s) from machinery	1	0.54%	$0	0.00%
	148	**80.00%**	**$0**	**0.00%**
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	5	2.70%	$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.54%	$0	0.00%
445 Arcing, shorted electrical equipment	1	0.54%	$0	0.00%
	7	**3.78%**	**$0**	**0.00%**
5 Service Call				
550 Public service assistance, Other	1	0.54%	$0	0.00%
551 Assist police or other governmental agency	3	1.62%	$0	0.00%
553 Public service	2	1.08%	$0	0.00%
554 Assist invalid	3	1.62%	$0	0.00%
	9	**4.86%**	**$0**	**0.00%**
6 Good Intent Call				
600 Good intent call, Other	1	0.54%	$0	0.00%
611 Dispatched & cancelled en route	6	3.24%	$0	0.00%
651 Smoke scare, odor of smoke	1	0.54%	$0	0.00%
	8	**4.32%**	**$0**	**0.00%**
7 False Alarm & False Call				
700 False alarm or false call, Other	4	2.16%	$0	0.00%
730 System malfunction, Other	1	0.54%	$0	0.00%

La Marque Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/27/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
740 Unintentional transmission of alarm, Other	1	0.54%	$0	0.00%
743 Smoke detector activation, no fire -	1	0.54%	$0	0.00%
745 Alarm system activation, no fire -	2	1.08%	$0	0.00%
	9	**4.86%**	**$0**	**0.00%**

Total Incident Count: 185 **Total Est Loss:** $0

La Marque Fire & Rescue

Unit Response Time Analysis

Alarm Date Between {05/01/2015} And {05/27/2015}

Response Hrs	Mins	Count	Percentage
	< 01	17	7.4%
	01	16	7.0%
	02	33	14.4%
	03	31	13.5%
	04	30	13.1%
	05	30	13.1%
	06	18	7.8%
	07	14	6.1%
	08	6	2.6%
	09	8	3.5%
	10	8	3.5%
	11	7	3.0%
	12	4	1.7%
	16	3	1.3%
	18	1	0.4%
	19	2	0.8%

Overall Average Response Time: 00:04:53

LIBRARY DEPARTMENT

La Marque Public Library
Report for April 30th – May 27th

Mission: The LMPL provides materials and services to help community residents obtain information to meet their needs: personally, educationally, and professionally. Special emphasis is placed on supporting students at all academic levels to stimulate the minds of young children in reading and learning. "The Library serves as a learning and educational center for all residents of the community." (ALA Planning and Role Setting for Public Libraries, 43)

The LMPL is open to the public 39 hours a week. We had a total of 2,253 visitors in the Library.

Our top 200 members checked out a total of 947 items.

This month alone, patrons have saved a total of $24,303 by checking out items at the LMPL.

Items

LMPL staff processed and added a total of 127 items to our collection.

Circulation Statistics

We had total of 1,242 items circulate this month. Based on our circulation stats, Tuesdays were our busiest days of the week.

Overdrive eBooks – 103

Currently we have a total of 432 items checked out that are not overdue items.

We had a total of 12 ILLs (Interlibrary Loans-Shipped and Received).

Report updated 05/28/2015 by Tom Hansen

Online Catalog Usage

There were 573 external searches performed via our online library catalog (Biblionix).

Computer Usage

Current LMPL patrons are allotted two one-hour sessions based on availability. Library visitors who are not current patrons are allotted a 30 minute session at our stand up computers based on availability.

Guest log-ins are issued to community members and visitors who do not have an active library card. All library visitors that do not have a library card have to show proof of ID to use guest computers. We urge all library visitors to obtain a library card.

There were a total of 1,153 patron log in sessions. Total computer time used by patrons was 746 hours.

Patrons use the library computers for job searches, completing applications, creating resumes, checking emails, accessing various documents (bank statements, tax info, W2 forms, pay checks, etc), and surfing the web.

Reference Assistance

The LMPL staff provides reference assistance to our patrons by answering a variety of questions. We answered a recorded 415 questions this month. Reference questions range from "how do I get a library card" to "where can I locate divorce or tax forms". We are currently researching a system that will record every reference question in categories.

Volunteers

Our volunteers worked at total of 0 hours.

Training/Professional Development

The Library staff continue to learn and re-inforce policy and procedures of both the City and the Library.

Report updated 05/28/2015 by Tom Hansen

Programs/Outreach

Adult Programs-9
# of attendees- 13

Children Programs- 5
# of attendees- 54

Meetings Attended

Library Director attended regular meetings with City staff.

Library Director conducted one meeting with Library staff.

Library Director attended the monthly Galveston County Library Directors meeting on May 12 at Friendswood Public Library.

Other Services Provided

- Printing
- Faxing
- Copying
- Laminating

Library Happenings

- Preparations for the annual Summer Reading Club continue. All brochures, bags, materials and prizes have been received. Staff anticipates a significant increase in door count and program participation during June and July.
- Our full time Library Assistant position became vacant at the beginning of the month. Interviews are underway for a replacement.
- Library Director is interviewing to fill the vacant Youth Services Librarian position with hopes of getting the new person in place by summer.
- Movie night continues every 3rd Thursday of the Month. This month, five families enjoyed a screening of Night at the Museum. We all had a good time.

Report updated 05/28/2015 by Tom Hansen

- Independence Village visited with a group of 15 and checked out books on Thursday May 21.
- E-book usage continues to be popular.
- Drop-In Workshops
    - The Library offers drop in workshops for patrons on Tuesdays from 12pm-2pm which include:
        - How to use Texshare Databases
        - How to use Overdrive
        - Microsoft Word Tips
        - Intro to Email

- Overdrive usage continues to be popular and increase. OverDrive allows the library to lend eBooks, audiobooks, music and video to your users with a digital lending library from OverDrive.
    - The Library has developed training sessions for library patrons using OverDrive

- The Library is continually working on enhancing our website, Facebook page, Twitter and Flickr pages and email marketing to reach our patrons and the community.

Report updated 05/28/2015 by Tom Hansen

MONTH-TO-YEAR
La Marque Library

Month of April 2015

	MONTHLY TOTALS			YEAR TO DATE TOTALS		
Description	April FY 2014	April FY 2015	%Change 2014 vs 2015	April 2014 Previous Year	April 2015 This fiscal year	% Change 2014 vs 2015
DOOR COUNT OF PATRONS	2,657	2,337	-12%	6,621	8,671	31%
CIRCULATION STATISTICS						
Print Materials	1,106	900	-19%	5,387	3,380	-37%
Non-Print Materials	362	292	-19%	2,860	1,268	-56%
Juvenile Transactions	517	439	-15%	3,309	1,252	-62%
Materials Used In-house	168	132	-21%	1,171	1,015	-13%
PUBLIC SERVICES						
New Patrons Registered	40	32	-20%	215	188	-13%
Reference Questions Answered	223	599	169%	931	1,786	92%
Information Questions Answered	433	361	-17%	1,731	1,262	-27%
Computer Users	886	1,169	32%	3,484	4,033	16%
New Titles Added	255	133	-48%	689	450	-35%
PROGRAM ATTENDANCE						
Number of Adult Programs	4	8	100%	25	33	32%
Number of People Attending	1	3	200%	55	24	-56%
Number of Teen Programs	0	-		0	-	
Number of Teens Attending	0	-		0	-	
Number of Children Programs	4	5	25%	14	18	29%
Number of People Attending	88	109	24%	363	222	-39%
Volunteer Hours	66	-	-100%	124	8	-94%
RESOURCE SHARING						
Inter-Library Loan Requests	16	12	-25%	67	53	-21%

PUBLIC SERVICES

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Cyndi Efird

2015 / April	WEEK 1 4/1-4/4	WEEK 2 4/5-4/11	WEEK 3 4/12-4/18	WEEK 4 4/19-4/25	WEEK 5 4/26-4/30	MONTHLY TOTALS	Apr 2014
Calls / Customers							
Water Leaks	3	6	0	4	7	20	12
Sewer Stops	6	18	20	12	11	67	56
Leak at Meter	0	1	0	2	2	5	2
Low Pressure / No Water	3	2	1	1	3	10	5
Dress-Ups	0	0	0	0	0	0	0
Billing Department	8	27	29	27	15	106	73
Blue Cart / Trash Pick Up	1	9	3	2	2	17	16
Wednesday Pick Up	3	2	10	3	10	28	9
Bulk Pick Up	0	1	1	2	0	4	1
Co-Compliance	1	0	1	0	0	2	0
Pot Holes	0	2	0	1	5	8	0
Street Repair	0	1	0	4	0	5	0
Driveway Repair	0	0	3	5	0	8	2
Ditch/Drainage	0	0	15	11	17	43	0
Culverts	0	1	2	6	4	13	0
Mowers / Mowing	0	0	0	0	0	0	0
Street Signs	0	0	0	1	0	1	0
Traffic Lights	0	0	0	0	0	0	0
Street Light Outage	0	0	1	0	1	2	2
Street Light Request	0	0	0	0	0	0	0
Director	1	8	6	1	9	25	25
Assistant Director	0	0	0	1	0	1	7
PW/Utility Dept Supervisors	5	14	13	0	10	42	4
City Manager	0	0	0	0	0	0	0
City Hall Admin Assist.	0	3	5	0	0	8	8
Human Resource	0	0	0	0	0	0	2

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Cyndi Efird

2015 / April	WEEK 1 4/1-4/4	WEEK 2 4/5-4/11	WEEK 3 4/12-4/18	WEEK 4 4/19-4/25	WEEK 5 4/26-4/30	MONTHLY TOTALS	Apr 2014
Calls / Customers							
City Clerk	0	0	1	0	0	1	5
Inspections	0	5	1	1	0	7	9
Animal Control	0	0	0	0	0	0	2
Mosquito Spray	0	0	0	1	1	2	0
Locates	0	1	7	0	2	10	2
LM's	0	0	0	0	0	0	1
Customer at Window	4	8	14	3	8	37	27
Recycling	0	0	3	1	0	4	6
Community Service	1	1	1	22	1	26	20
Gas Company	0	0	0	0	0	0	0
Miscellaneous Calls	8	12	21	24	11	76	72
					Totals	**578**	**369**

April 1st - submitted Parks Board minutes
April 11th - participated in Shred day
April 17th - submitted departmental CMR's

CITY OF LA MARQUE
PARKS DEPARTMENT MONTHLY REPORT
Dwanna Jones

2015 /April **SCHEDULED WORK** **COMPLETED WORK**

PARK MAINTENANCE	WK 1	WK 2	WK 3	WK 4	WK 5	Month	2014	DESCRIPTION OF WORK
	1-4	5-11	12-18	19-25	26-30	Totals	TOTALS	
Bayou City Park	1	1	5	2	0	**9**	**13**	empty trash; mowed & weed-eated
Bird Sanctuary	1	1	3	2	0	**7**	**5**	mowed & weed-eated
Highland Bayou Park	2	4	3	5	3	**17**	**62**	clean restrooms; mowed & weed-eated
Jaycee Park	1	9	1	2	0	**13**	**10**	empty trash, mowed & weed-eated
Lagana Park	1	9	1	2	0	**13**	**10**	empty trash
Martin Luther King Jr. Park	1	7	1	2	0	**11**	**7**	empty trash; mowed & weed-eated
Mahan Park	15	4	3	5	15	**42**	**22**	clean restrooms; mowed & weed-eated
Westlawn Park	1	6	1	2	0	**10**	**7**	empty trash
GENERAL MAINTENANCE								**DESCRIPTION OF WORK**
City Hall	0	0	0	6	0	**6**	**5**	mowed & weed-eated
Library	4	0	4	0	0	**8**	**15**	mowed & weed-eated
Police Department	0	0	4	0	0	**4**	**15**	mowed & weed-eated
La Marque Cemetery	0	8	0	0	0	**8**	**67**	empty trash; mowed & weed-eated
La Marque Sign @ Hwy 3	0	2	0	0	0	**2**	**3**	mowed & weed-eated
Kirsten esplanade	0	0	0	0	0	**0**	**3**	
Lake Rd. / Grebb / Charity	0	0	0	0	0	**0**	**4**	
LM property / Aid & Guidance	0	0	0	0	0	**0**	**5**	
Bus Stops	0	0	2	0	0	**2**	**5**	empty trash
WEEKEND DUTIES						**0**		**DESCRIPTION OF WORK**
Highland Bayou Park	0	0	0	0	0	**0**	**4**	
Weekly Total Hours	**27**	**51**	**28**	**28**	**18**	**152**	**262**	
Comments:								

RIGHT-OF-WAY & ROAD MAINTENANCE DIVISION
ACTIVITY REPORT
DWANNA JONES

2015 / April	WEEK 1 4/1-4/4	WEEK 2 4/5-4/11	WEEK 3 4/12-4/18	WEEK 4 4/19-4/25	WEEK 5 4/26-4/30	MONTHLY TOTALS	April 2014
STREETS							
Utility Patch	0	0	0	0	0	0	6
Man Hours	0	0	0	0	0	0	48
Culverts-Linear Feet Set	0	0	0	0	0	0	32
Man Hours	0	0	0	0	0	0	16
Trimming Tree Limbs-Man Hours	0	0	0	0	0	0	8
Driveway Tie In-Man Hours	0	0	0	0	0	0	0
Traffic Sign Repair - Man Hours	8	16	32	16	32	104	29
Potholes Filled	0	169	0	0	111	280	75
Man Hours	0	64	0	0	40	104	28
Repaired Driveways	0	0	3	0	0	3	8
Man Hours	0	0	24	0	0	24	24
Grading Ditch - Linear Feet Cut	254	120	400	300	85	1159	60
Man Hours	72	40	84	76	16	288	8
Mowing Man Hours	0	32	8	48	0	88	356
Sweeping - Man Hours	0	8	0	0	0	8	0
Grate Repair - Man Hours	0	8	0	0	0	8	0
Weed-eat - Man Hours	0	0	0	0	0	0	48
Dress-up - Man Hours	0	0	0	0	0	0	12
Check Drains & Ditches	0	0	10	0	0	10	2
Man Hours	0	0	16	0	0	16	0
Safety Meetings	0	0	0	0	0	0	0

SPECIAL PROJECTS

Maple - put down sand bags
MLK @ Oak - picked up brush
2515 Meadow Lane & 757 Salt River Valley - built forms & poured concrete for sidewalks

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
Dwanna Jones

2015 /April Utility 22	WEEK 1 4/1-4/4	WEEK 2 4/5-4/11	WEEK 3 4/12-4/18	WEEK 4 4/19-4/25	WEEK 5 4/26-4/30	MONTHLY TOTALS	April 2014
WATER							
Water leaks repaired	5	4	1	2	0	12	34
Residential Water Taps	0	0	0	0	0	0	1
Commercial Water Taps	0	0	0	0	0	0	0
Remote Read Meters Installed	0	0	0	0	0	0	0
Low Pressure City Side	0	0	0	0	0	0	0
Low Pressure Customer Side	0	0	0	0	0	0	0
Meter Boxes & Lids Replaced	0	0	0	0	0	0	0
Water Turned On/Off - Citizens	1	0	0	0	0	1	0
Rusty Water Inquires	0	0	0	0	0	0	0
Bad Taste/Smelly Water	0	0	0	0	0	0	0
Fire Hydrants							
Fire Hydrants Installed	0	0	0	0	0	0	0
Fire Hydrants Repaired	0	0	0	0	0	0	0
Fire Hydrants Serviced	0	0	0	0	0	0	0
SPECIAL PROJECTS							
Repaired cleanout on Texas Avenue							

1 of 2

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
Dwanna Jones

2015 / April Utility 22	WEEK 1 4/1-4/4	WEEK 2 4/5-4/11	WEEK 3 4/12-4/18	WEEK 4 4/19-4/25	WEEK 5 4/26-4/30	MONTHLY TOTALS	April 2014
SEWER							
Sewer Stoppages Resolved	14	20	27	19	14	94	120
Sewer Lines Repaired	0	1	0	0	0	1	5
Residential Sewer Taps	0	0	0	0	0	0	0
Commercial Sewer Taps	0	0	0	0	0	0	0
Clean-Out Tops Replaced	0	1	0	0	0	1	0
Clean-Outs Installed	0	0	0	0	0	0	2
Sewer Lines Installed	0	0	0	0	0	0	0
Manhole Repaired	0	0	0	0	0	0	0
Manhole Installed	0	0	0	0	0	0	0
Lines Locate, Water & Sewer	0	0	0	0	0	0	10
Miscellaneous							
Dress-Ups	0	0	0	0	0	0	2
Saw Cuts	0	0	0	0	0	0	0
Valves Replaced	0	0	0	0	0	0	0
				Total Work Orders		**109**	**174**
Projects by LF							
Feet of Water Mains Installed (LF)	0	0	0	0	0	0	44
Sewer Lines Cleaned (LF)	0	0	0	0	0	0	0
Feet of Sewer Line T.V.'d (LF)	0	0	0	0	0	0	150
Feet of Sewer Main Replaced (LF)	0	0	0	0	0	0	0
Smoke Testing Done (LF)	0	0	0	0	0	0	0
Culverts Cleaned (LF)	0	0	0	0	0	0	0

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2015 / April Utility 24	WEEK 1 4/1-4/4	WEEK 2 4/5-4/11	WEEK 3 4/12-4/18	WEEK 4 4/19-4/25	WEEK 5 4/26-4/30	MONTHLY TOTALS	April 2014
WWTP							
Rain Fall	0	0.7	6.9	1.9	0.1	9.6	0.5
Flow Total MG/D	6.652	11.823	47.876	25.992	13.731	106.074	33.131
Lb. of CL2 used	640	585	2500	1425	825	5975	2,200
Lb. of SO2 used	204	351	1396	857	482	3290	1,243
Plant Man Hours	36	80	84	84	58	342	354
Bio Solids Removed/Tons	0	0	0	0	0	0	0.00
Raw TSS Avg. mg/1						83.8	191.00
Raw BOD tes/Avg.						82.6	121.0
Raw Total Cu Avg.mg/l						0.0263	0.1
Raw NH3-3 Avg. mg/l						17.475	34.0000
Effluent CBOD test/Avg.						2.7	2.300
Effluent TSS Avg. mg/1						2.1	2.4
Effluent NH-3N Avg.mg/L						3.613	1.5
Effluent Total CU mg/L						0.0015	0.002
Entero. Avg. MPN/100 Ml						4	6.9280
Route Wells & Lift Stations							
Distribution System-Total Surface Water MG/D	9.185	15.59	15.722	15.768	12.154	68.419	70.118
Total Well Water MGD	0	0	0.001	0.002	0	0.003	0.007
Lb. of CL2 used	6	5	25	21	9	66	74
Lb. of Ammonia Used	1	1	0	0	0	2	11
Total # of CL2 Residual Samples	44	77	77	77	55	330	330
Number of Water Bacteriology Samples	15	0	0	0	0	15	15

* Data unavailable for 2013; new test required by TCEQ started this year

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2015 / April	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	April
Utility 24	4/1-4/4	4/5-4/11	4/12-4/18	4/19-4/25	4/26-4/30	TOTALS	2014
Collection System - Total Lift Station Pump Hours	244.7	457.2	1528	930	605.9	3765.8	2167.700
Man Hours Wells Station	18	31.5	31.5	31.5	22.5	135	135.0
Safety Meetings	0	1	0	0	0	1	1
Dead ends Flushed	12	24	25	22	15	98	103
Fire Hydrants Weed-eated	10	20	27	24	20	101	114

CL2 = CHLORINE
MGD = MILLION GALLON DAY
SO2 = HYDROGEN SULFUR
BOD = BIOCHEMICAL OXYGEN DEMAND
CU = COPPER
NH-3N = AMMONIA

2 of 2

MAINTENANCE DIVISION
ACTIVITY REPORT
Supervisor Jason Hubble

2015/ April	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	April
Utility 24	4/1-4/4	4/5-4/11	4/12-4/18	4/19-4/25	4/26-4/30	TOTALS	2014
PREVENTATIVE MAINTENANCE							
Lift Pumps	0	0	1	0	1	2	23
Valves	0	0	0	1	0	1	4
Electric Motors	0	0	0	0	0	0	3
Electric Panels	0	1	1	1	0	3	30
Vent Fans	0	0	0	0	0	0	4
Blowers	0	0	0	2	0	2	3
Belts	0	0	0	2	0	2	18
Floats	0	4	0	4	3	11	52
Well Sites	0	0	1	2	1	4	3
Clean Up @ Well Sites	0	0	1	0	2	3	4
Troubleshoot Problems	0	0	1	2	1	4	53
CORRECTIVE MAINTENANCE							
Replaced Belts	0	0	0	0	0	0	0
Replaced Bearings	0	0	0	0	0	0	0
Replaced Motors	0	0	0	0	0	0	0
Replaced Seals	0	0	0	0	0	0	0
Replaced Pumps	0	0	0	0	0	0	1
Replace wear Parts	0	0	3	0	0	3	3
Replace Valves	0	0	0	1	0	1	0
Replace Floats	0	2	0	0	0	2	0
Replace Gauges	0	0	0	0	0	0	0
Replace Electrical Parts	0	0	6	0	0	6	4
Change Oil in Pumps	0	0	4	2	0	6	4
Clean Up Lift Stations	0	0	5	3	2	10	42
					Total	**60**	**251**

SPECIAL PROJECTS

FINANCIALS

CITY OF LA MARQUE
Updates as of 5/31/2015
Audit Internal Control Weaknesses
Fiscal Years 2012-2013

	Material Internal Control Weaknesses Audit Fiscal Years 2012-2013	Completed	Outstanding	Statuses
1	Cash management-Failure to meet grant requirement of not processing payments to contractors and not acknowledging grant deposits in a timely manner.			
2	Grants payable-Failure to accrue year end grants (CDBG) expenditure.			
3	Grant Administration-Failure to properly administer grants activities with effective policies and controls (lack of centralized grant administrator).			
4	Funds classification-CDBG sewer improvement program fund and CDBG disaster recovery program fund were misclassified.			
5	Unrecorded activities-Section 8 Home Program and GCWA activities were not recorded by the City.			
6	EDC inventory-failure to maintain and properly record inventory on EDC's books.			
7	Month end procedures-lack of reconciliation procedures of balance sheet accounts.			Procedures have been developed to reconcile some balance sheet accounts.
8	Delinquent accounts-failure to reasonably estimate allowance for uncollectible accounts at year end.			
9	Capital assets-lack of effective policy and procedures to manage activities of city assets and properly recognized them on City's books each year.			We are currently working with STW to establish a database and system set up to maintain City's fixed assets each fiscal year.

CITY OF LA MARQUE
Updates as of 5/31/2015
Audit Internal Control Weaknesses
Fiscal Years 2012-2013

	Material Internal Control Weaknesses Audit Fiscal Years 2012-2013	Completed	Outstanding	Statuses
10	Interfund activities-failure to reconcile all interfund activities monthly to ensure accuracy on financial statements.			
11	Actuarial valuation-failure to perform GASB 27 requirement on supplemental annuities to accurately report unfunded pension liablility on City's balance sheet.			
12	Segregation of duties-one employee was given all management controls, performed reconciliations, and full access to cash in both City and EDC functions.			
13	Internal controls-one non-management level employee had full access in financial software to edit and post all journal entries in all functions.			
14	Financial software access-only Finance personnel had access to financial software. Other city departments should have certain access to financial system.			
15	Bank reconciliations-lack of management review before the reconcilation; lack of management approval after the reconciliation; failure to complete reconciliation timely.			We are developing a system to reconcile daily to ensure faster process at month end to complete the objective.
16	Purchasing procedures-failure to follow established policies.			We will develop more effective procedures and communication to all employees who are directly involved with the purchasing function.

CITY OF LA MARQUE
Updates as of 5/31/2015
Audit Internal Control Weaknesses
Fiscal Years 2012-2013

	Material Internal Control Weaknesses Audit Fiscal Years 2012-2013	Completed	Outstanding	Statuses
17	Pooled cash-failure to monitor capital projects cash to ensure individual funds' claim on pooled cash remain positive.			
18	Online banking access-staff employee had administrator access in City's bank software system.			
19	Supplemental annuity payments-annuity payments should not be part of debt service activity each year.			
20	Shop maintenamce allocation-lack of effective software and procedures to provide accounting reports to allocate cost adequately.			We are currently exploring for public works software to effectively record direct labor, materials, equipment, and overhead cost via a work order system.
21	Fraud policy-lack of fraud policy.			
22	Escheating checks-the City had not filed to State since 2001.			We will be filing the data to State by July 2015.
23	Expenditures exceeding appropriations-failure to monitor and take appropriate actions to ensure expenditures are not exceeding appropriations by year end.			We will be developing a more effective way to monitor and project unanticipated expenditures citywide.
24	Public Funds Investment Act-City should state on each investment report "...in compliance with Public Funds Investment Act."			
25	Arbitrage liability-City had not performed arbitrage calculations to properly recognize liabilities on the financial statements at year end.			

CITY OF LA MARQUE
Updates as of 5/31/2015
Audit Internal Control Weaknesses
Fiscal Years 2012-2013

	Material Internal Control Weaknesses Audit Fiscal Years 2012-2013	Completed	Outstanding	Statuses
26	Unassigned fund balance-City only had 44 days (12%) in unassigned fund balance to handle any contingencies. City should seek minimum of 90 days (25%) funds availability in fund balance at year end.			
27	Shop inventory-failure to perform shop inventory counts at year end.			We are currently exploring for public works software to effectively record direct labor, materials, equipment, and overhead cost via a work order system.
28	Authorized check signers-failure to require two check signers on all city checks before mailing out to vendors.			

City of La Marque
Budget vs Actual
April 2015

General Fund		**April**	**April**	**Year To Date**	**Benchmark**	**Year To Date**	**Change**
Revenues:	**Budget**	**FY 2015**	**FY 2014**	**FY 2015**	**58%**	**FY 2014**	**%**
Property Taxes	2,710,133	54,612.59	55,385.26	2,861,247.34	106%	2,779,904.47	3%
Sales Tax	3,194,681	242,923.54	245,966.03	1,348,130.68	42%	1,342,974.32	0%
Franchise Fees	853,000	145,551.09	150,216.44	348,303.18	41%	350,974.54	-1%
Other Taxes	100,500	10,883.63	10,136.42	37,880.36	38%	36,024.59	5%
Licenses and Permits	457,300	44,012.20	17,569.80	440,661.15	96%	355,047.48	24%
Fines and Forfeits	790,930	66,424.60	66,542.90	503,062.44	64%	491,429.45	2%
Charges for Services	95,440	15,372.55	6,453.20	66,093.12	69%	53,541.87	23%
Fire and Ambulance Services	449,000	38,768.72	41,097.52	275,910.08	61%	275,669.88	0%
Investment Earnings	125	449.31	16.10	2,139.51	1712%	123.71	1629%
Miscellaneous Revenues	1,900	4,086.20	26.86	13,706.98	721%	1,368.14	902%
Reimbursements	35,000	2,916.67	2,750.00	20,416.69	58%	19,250.00	6%
Intergovernmental	47,000	-	-	18,790.12	40%	-	#DIV/0!
General Fund - Total Revenues	**8,735,009**	**$ 626,001.10**	**$ 596,160.53**	**$ 5,936,341.65**	**68%**	**$ 5,706,308.45**	**4%**

Expenditures:		**April**	**April**	**Year To Date**	**Benchmark**	**Year To Date**	**Change**
General Government Division	**Budget**	**FY 2015**	**FY 2014**	**FY 2015**	**58%**	**FY 2014**	**%**
Administration	348,072	18,357.54	13,345.49	152,877.17	44%	119,841.97	28%
Finance	381,159	46,008.66	45,659.84	233,915.83	61%	184,471.37	27%
Inspection	613,135	31,899.27	18,289.50	295,518.73	48%	153,460.67	93%
Judicial	292,437	35,163.84	29,981.64	186,834.62	64%	173,422.73	8%
City Clerk	131,279	7,673.50	7,148.65	75,364.67	57%	49,819.62	51%
Library	267,492	17,481.17	16,730.60	119,586.13	45%	122,633.95	-2%
Information Technology	224,868	9,448.88	7,379.38	49,668.87	22%	44,813.29	11%
Fund Expenditures	1,151,190	51,393.75	36,539.37	499,498.28	43%	633,105.34	-21%
	3,409,632	$ 217,426.61	$ 175,074.47	$ 1,613,264.30	47%	$ 1,481,568.94	8%

		April	**April**	**Year To Date**	**Benchmark**	**Year To Date**	**Change**
Public Safety Division	**Budget**	**FY 2015**	**FY 2014**	**FY 2015**	**58%**	**FY 2014**	**%**
Police	3,248,828	237,099.06	204,405.43	1,679,189.38	52%	1,430,967.08	17%
Animal Control	91,907	23,441.25	22,057.25	46,882.50	51%	44,114.50	6%
Emergency Management	78,625	(905.93)	360.82	3,652.31	5%	1,567.36	133%
Fire/EMS	1,974,779	146,178.83	146,777.41	1,042,238.57	53%	896,263.42	16%
Fire Marshal	0	1,812.10	-	1,812.10	#DIV/0!	237.43	663%
Subtotal of PSD Expenditures	5,394,139	$ 407,625.31	$ 373,600.91	$ 2,773,774.86	51%	2,373,149.79	14%

		April	**April**	**Year To Date**	**Benchmark**	**Year To Date**	**Change**
Public Works Division	**Budget**	**FY 2015**	**FY 2014**	**FY 2015**	**58%**	**FY 2014**	**%**
Parks	0	3,964.14	4,660.43	30,766.59	#DIV/0!	38,354.95	-20%
Shop/Service	0	9,196.50	6,744.46	31,035.72	#DIV/0!	53,785.58	-42%
PW Admin	0	3,369.02	5,876.83	25,466.90	#DIV/0!	30,918.66	-18%

Street	901,561		53,980.75		31,217.51		393,014.14	44%	267,977.96	47%
Subtotal of PWD Expenditures	901,561	$	70,510.41	$	48,499.23	$	480,283.35	53%	$ 391,037.15	19%
General Fund - Total Expenditures	**9,705,332**	**$**	**695,562.33**	**$**	**597,174.61**	**$**	**4,867,322.51**	**50%**	**$ 4,245,755.88**	**13%**
Revenues over Expenditures	**(970,323)**	**$**	**(69,561.23)**	**$**	**(1,014.08)**	**$**	**1,069,019.14**		**$ 1,460,552.57**	
Beginning Unassigned Fund Balance:	**(Estimated and unaudited)**						**3,152,654.29**			
Estimated Ending Fund Balance:							**4,221,673.43**			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.

* One time only pipeline permits revenue was excluded from the worksheet for last year data.

City of La Marque
Budget vs. Actual
April 2015

Utility Fund Revenues:	**Budget**	**April FY 2015**	**April FY 2014**	**Year To Date FY 2015**	**Benchmark 58%**	**Year To Date FY 2014**	**Change %**
Operating Revenue	3,919,000	289,622.18	282,493.97	2,119,260.17	54%	2,107,593.63	1%
Other Revenue	279,400	170,432.63	27,296.48	387,446.08	139%	142,093.19	173%
Utility Fund - Total Revenues	**4,198,400**	**$ 460,054.81**	**$ 309,790.45**	**$ 2,506,706.25**	**60%**	**$ 2,249,686.82**	**10%**

Expenditures:	**Budget**	**April FY 2015**	**April FY 2014**	**Year To Date FY 2015**	**Benchmark 58%**	**Year To Date FY 2014**	**Change %**
UB/Accounting	298,402	17,398.17	21,177.34	136,214.20	46%	139,318.33	-2%
Utility Line Maint	801,731	47,721.01	56,408.80	273,173.53	34%	245,255.59	11%
Water & Sewer Operations	2,193,736	168,609.51	120,463.38	1,037,504.33	47%	796,237.40	30%
Debt Service	364,135	-	-	22,610.84	6%	22,610.84	0%
Equipment Maintenance	2,672	2,580.82	13,728.15	32,570.63	1219%	76,000.92	-57%
Storm Water	31,855	-	-	510.24	2%	2,100.00	-76%
Fund Expenditures	518,089	8,868.44	10,307.79	126,831.21	24%	104,965.23	21%
Utility Fund - Total Expenditures	**4,210,620**	**$ 245,177.95**	**$ 222,085.46**	**$ 1,629,414.98**	**39%**	**$ 1,386,488.31**	**15%**
Capital Project-Hwy 3 @ Cedar				133,964.24			
Revenues over Expenses	**(12,220)**	**214,876.86**	**87,704.99**	**743,327.03**		**863,198.51**	
Cash and Cash Equivalent Balance as of 4/30/15:				**5,080,086.12**			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.

CITY OF LA MARQUE
Budget vs. Actual
April 2015

Debt Service Revenues:	Budget	April FY 2015	April FY 2014	Year To Date FY 2015	Benchmark 58%	Year To Date FY 2014	Change %
Property Taxes	294,000	5,891.76	7,318.51	271,824.45	92%	317,378.92	-14%
Other Revenue	500	51.76	11.89	270.38	54%	94.34	187%
Debt Service Fund - Total Revenues	**294,500**	**$ 5,943.52**	**$ 7,330.40**	**$ 272,094.83**	**92%**	**$ 317,473.26**	**-17%**

Expenditures:	Budget	April FY 2015	April FY 2014	Year To Date FY 2015	Benchmark 58%	Year To Date FY 2014	Change %
Debts	496,269	-	4,328.69	232,192.82	47%	255,748.52	-9%
Debt Service Fund - Total Expenditures	**496,269**	**$ -**	**$ 4,328.69**	**$ 232,192.82**	**47%**	**$ 255,748.52**	**-10%**
Revenues over Expenditures	**(201,769)**	**5,943.52**	**3,001.71**	**39,902.01**		**61,724.74**	
Beginning Balance: (Estimated and unaudited)				**684,175.09**			
Ending Balance:				**724,077.10**			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.

CITY OF LA MARQUE
Budget vs. Actual
April 2015

HOT Fund Revenues:	Budget	April FY 2015	April FY 2014	Year To Date FY 2015	Benchmark 58%	Year To Date FY 2014	Change %
Occupancy Tax Collected	100,000	15,262.44	18,711.35	43,744.65	44%	39,198.56	12%
Other Revenue	1,000	46.68	40.37	237.23	24%	327.42	-28%
HOT Fund - Total Revenues	101,000	15,309.12	18,751.72	43,981.88	44%	39,525.98	10%

Expenditures:	**Budget**	**April FY 2015**	**April FY 2014**	**Year To Date FY 2015**	**Benchmark 58%**	**Year To Date FY 2014**	**Change %**
Interconnect Transit System	40,000	3,333.33	3,333.33	19,999.98	50.00%	19,999.98	0%
PROFESSIONAL FEES	50,000	-	-	-	0.00%	-	#DIV/0!
Promotional within CLM	2,500	-	-	-	0.00%	1,616.37	-100%
BAYOU FEST	58,025	-	-	41,897.74	72.21%	40,320.87	4%
CHRISTMAS EVENT	57,847	89.55	-	2,777.46	4.80%	14,857.71	-81%
CITY PROMOTION - TC-LM C OF C	25,000	25,000.00	-	25,000.00	100.00%	-	#DIV/0!
Transfer Out - General Fund	0	-	-	-	#DIV/0!	-	#DIV/0!
	233,372	**$ 28,422.88**	**$ 3,333.33**	**$ 89,675.18**	**38.43%**	**$ 76,794.93**	**14%**
	(132,372)	**(13,113.76)**	**15,418.39**	**(45,693.30)**		**(37,268.95)**	

Estimated Beginning Fund Balance: **738,342.53** **Unaudited**

Estimated Ending Fund Balance: **692,649.23**

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.

CITY OF LA MARQUE
Cash and Investments
As of 4/30/15

Funds	Amounts
General Fund	4,305,645.23
Utility Fund	5,080,086.12
Utility Restricted Investment	185,858.48
Westside Construction Fund	28,090.39
Equipment Replacement Fund	495,990.99
Library Fund	13,334.53
PD Child Outreach Program	6,001.99
Hotel Motel Fund	674,023.37
Drug Seizure Fund	10,242.67
Home Program Grant	38,554.69
Debt Service Fund	750,482.67
Utility Debt Service Fund	0.00
PID Funds	365,973.01
EDC	4,396,281.01
Equipment Maintenance Fund	33,254.69
CDBG Grant	(102,431.73)
CDBG Disaster	(3,889.96)
2005 CO Capital Projects	549,951.61
2007 CO Capital Projects	776,587.36
Section 8 Housing Grant	144,805.19
Sanitation	438,195.94
Disasters Fund	300.00
Parks Fund	89,648.77
Court Technology	23,242.67
Court Security	64,242.41
Child Safety	29,629.42
LEOSE Training Fund	18,135.87
MOTCO Landscaping	0.00
Clean City Fund	41,637.75
PEG	103,295.83
Donations Fund	19,458.51
Cemetery Fund	30,533.70
Fire Reserve	54,059.96
Library Grants Fund	3,227.73
GLO Grant Round 2	15,048.75
	18,679,499.62

*Note-Cash and investments excluded amounts held in GCWA

April 30, 2015

GENERAL FUND

REVENUES (Overall increased by 4%)

- Property taxes increased by 3%.
- Sales tax remained flat.
- Franchise decreased 1%.
- Licenses and permits revenues increased by 24% mainly due to the following:
    - Building permits increased by $65,058- Current year ($122,191); Last year ($57,133).
    - Plumbing permits increased by $5,111.50- Current year ($17,755); Last year ($12,643.50).
    - Electrical permits increased by 9,851.80- Current year ($20,051.65); Last year ($10,199.85).
    - Plan review fees increased by 12,973.82- Current year ($29,511.50); Last year ($16,537.68)
- Fines and Forfeitures year to date increased by 2%.

EXPENDITURES (Overall increased by 13%)

There were total of **15** payrolls current fiscal year year-to-date vs. **14** payrolls last fiscal year year-to-date. Therefore, all personnel cost in all departments will show increase.

Additional causes include:

- Finance-Final pay out on payroll for outgoing staff.
- Development Services- Mainly due to professional fees increased by $74,709 (Last year $42,473.79; current year $117,182.80); Demolition services increased by $55,660 (Last year $7,600; current year $63,260). Council did approve last year's budget with $100,000. However, services were not completed until current year with actual expenditure charged against current year's budget. Weed control/mowing increased $11,050 (Last year $11,670; Current year $22,720).

- City Clerk department increased- Mainly due to election cost incurred both previous fiscal year and current year. Invoice for run-off election in June 2014 was not received until after 9/30/2014 where payment was processed against current year's budget. Election cost increased from $-0- last year to $21,810 current year.
- Fund Expenditures- Mainly due to a one-time transfer of $250,000 to Equipment Replacement in previous budget year per Council approval. Additional cost incurred current year include Police vehicles lease purchase, radios lease purchase, and Enterprise lease management.
- Police- Group health insurance increased by $34,399.65.
- Fire/EMS- Mainly due to the following:
  - Overtime- Current year ($73,403.64); Last year ($29,805.57)
  - Certification- Current year ($50,195); Last year ($19,075)
  - Repairs and maintenance – motor vehicles- Current year ($34,775); Last year ($16,115)
  - Travel and training- Current year ($21,863.56); Last year ($1,100.84)

- Public Services- Due to stolen copper incident at Highland Bayou Park ($39,716.73). Extra help increased by $77,932.83.

UTILITY FUND

Utility revenues increased by 10%

- Discharge agreement- Current year ($280,291.04); Last year ($65,304.71)
- Penalties and cut offs- Current year ($80,200); Last year ($59,410)

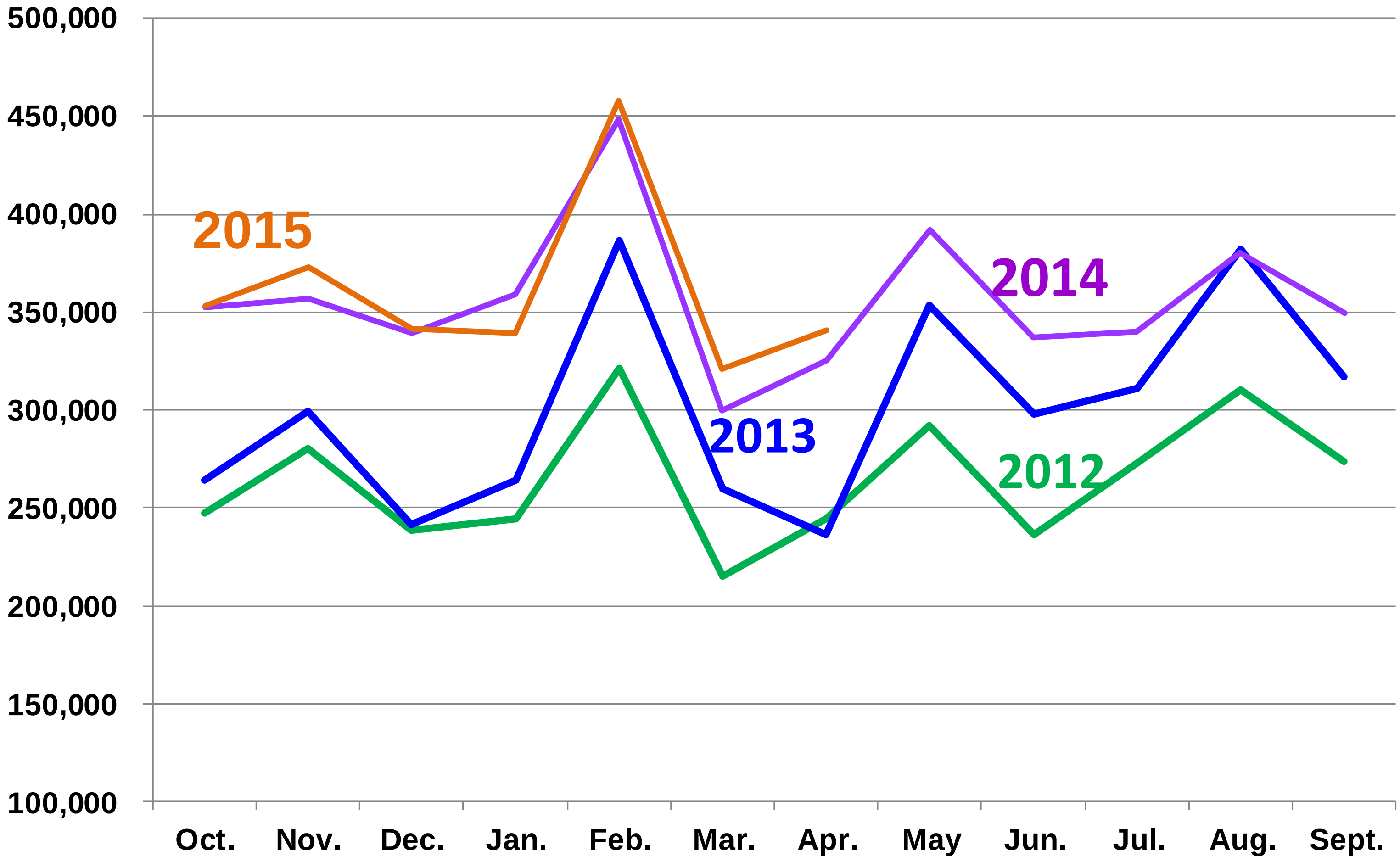
Utility expenses increased by 15%

There were total of **15** payrolls current fiscal year year to date vs. **14** payrolls last fiscal year year to date. Therefore, all personnel cost in all departments will show increase.

Additional causes include:

- Purchased water- Current year ($418,714.03); Last year ($321,764.19) or increase of $96,949.84 year to date.

SALES TAX REVENUES



SALES TAX COLLECTIONS

	2011-12	2012-13	2013-14	2014-15	Variance	% Change
Oct	247,018	264,325	352,526	353,446	920	0.26
Nov	280,625	299,200	357,165	372,772	15,607	4
Dec	238,840	241,257	339,503	341,659	2,155	1
Jan	244,275	264,532	359,397	339,457	(19,900)	(6)
Feb	321,436	386,596	448,418	458,158	9,740	2
Mar	215,094	260,134	299,908	321,205	21,296	7
Apr	244,156	236,103	325,346	340,790	15,444	5
May	291,936	353,815	392,219			
Jun	236,275	297,696	336,816			
Jul	273,123	311,276	340,341			
Aug	310,298	382,332	380,637			
Sept	273,489	316,585	349,540			
Total	$ 3,176,565	$ 3,613,851	$4,281,816	$2,527,526	45,263	1.82

CITY OF LA MARQUE
ECONOMIC DEVELOPMENT CORPORATION
FINANCIAL STATEMENTS
FOR THE PERIOD ENDING
April 30, 2015

City of LaMarque
Economic Development Corporation
Investment Schedule
as of April 30, 2015

	Beginning Balance	Deposits	Withdrawals	Monthly Interest Earnings		Accumulated Fiscal Year Interest	Ending Balance
TEXPOOL *449/848300001*	1,990,044.77	0.00	0.00	85.72		475.23	1,990,130.49
LOGIC *6012995002*	1,579,101.65	0.00	0.00	146.70		734.16	1,579,248.35
LOGIC - Revitalization *6012995003*	221,944.04	3,000.00	0.00	20.65		36.48	224,964.69
Texas First Bank MM *11036103*	35,734.51	0.00	0.00	4.41	*	31.12	35,738.92
DWS *6540001279*	290.17	0.00	0.00	4.65		30.01	294.82
MNB - Moody Nat'l. Bank *600004478*	100,000.00	0.00	0.00	80.82		247.94	100,000.00
MNB - Moody Nat'l. Bank *1011835*	100,000.00	0.00	0.00	80.82		247.95	100,000.00
Texas First Bank *10141331*	200,801.22						200,801.22
Investment Totals				423.77		1,802.89	4,231,178.49

** Statement Not Available at Time of Report - Verbal Confirmation 05/05/15*

APPROVED MAY 06 2015

Prepared By: Robert Weidenbach

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED BALANCE SHEET
FISCAL YEAR 2014-15
Month Ending April 30, 2015

		EDC
ASSETS:		
Cash		165,103
	Sub-Total	165,103
Investments:		
Investments - General		3,970,475
Investments - Restricted/Revitalization		224,965
Money Market -Texas First		35,739
	Sub-Total	4,231,178
Receivables		258
Land & Improvements		1,378,897
Accumulated Amortized-Depreciation		
Capitalized Interest & Cost		
	Total Assets	5,775,436
LIABILITIES / EQUITY:		
Liabilities:		
Accrued T.M.R.S.		927
Accrued Deferred Comp Sec 457		-75
Fort Dearborn Life Ins.		-23
Accounts Payable		
	Total Liabilities	830
Equity:		
Reserved for Capital Assets		933,904
Reserved for Revitalization		93,980
Unreserved:		4,746,723
	Total Equity	5,774,606
	Total Liabilities / Equity	5,775,436

Prepared By:
Robert Weidenbach

Approved By:

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED INCOME STATEMENT
FISCAL YEAR 2014-15
FOR THE PERIOD ENDED April 30, 2015

	BUDGET	YEAR TO DATE EDC	%
REVENUES:			
1/2 Cent Sales Tax	$ 1,000,000	$ 468,963	47
Insurance Proceeds	$ -	-	-
Interest / Investments	2,500	1,887	75
Sale of Assets	-	-	-
Miscellaneous Income	-	6,728	-
Revitalization - Assets Exchange	-	108,400	-
Revitalization - Rental	-	22,548	-
Miscellaneous Donations	-	-	-
Reserve for Sams	-	-	-
TOTAL REVENUES:	1,002,500	608,526	$ 61
OPERATING EXPENSES:			
City Supported:			
Operating Supplies	4,000	1,867	47
Janitorial Supplies	300	-	-
General Insurance	5,000	-	-
Communications	4,500	371	8
Utilities	2,750	711	26
Accounting Services	35,000	18,904	54
Clerical Services	2,000	1,512	76
Total City Supported	53,550	23,366	44
General Operating:			
Car Allowance	6,000	2,750	46
Uniforms, Maint & Safety Gear	-	-	-
R & M - Facilities	10,000	-	-
R & M - Equipment	-	1,050	-
Professional Fees	115,150	84,613	73
Executive Director	106,581	59,793	56
Advertising & Promotion	25,000	14,803	59
Travel - Education & Training	7,500	1,400	19
Dues, Memberships, & Subscriptions	7,500	4,790	64
Grants	400,000	95,000	24
Public Improvements	11,200	-	-
Mowing - Landscaping / Maintenance	5,000	100	2
Total General Operating	693,931	264,299	38

Prepared By:
Robert Weidenbach

Approved By:

Capital Expenditures:			
Buildings, Furniture & Fixtures, Land	-	-	-
Land	335,408	9,900	3
Total Capital Expenditures	335,408	9,900	3
TOTAL EXPENSES:	1,082,889	297,565	27
REVENUES OVER(UNDER) EXPENSES:	**$ (80,389)**	**$ 310,961**	

Prepared By:
Robert Weidenbach

Approved By:

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
CURRENT PERIOD EXPENDITURE DETAIL
April 30, 2015

Account	Description	Amount	Account Total
19-2010-00-00	Operating Supplies	166.41	**166.41**
19-3040-00-00	Repair & Maintenance - Equipment	1,050.00	**1,050.00**
19-3020-00-00	Mowing/Landscaping/Maintenance		**0.00**
19-4030-00-00	General Insurance		**0.00**
19-4040-00-00	Professional Fees	8,055.01	**8055.01**
	Executive Director		
19-1010-01-00	Salary	6,385.60	
19-1060-01-00	Payroll Taxes	535.75	
19-1065-01-00	Retirement (TMRS)	607.90	
19-1070-01-00	Group Health Ins.	460.70	
19-2031-01-00	Car Allowance	500.00	**8,489.95**
19-4050-00-00	Advertising & Promotional	2,393.00	**2,393.00**
19-4051-00-00	Accounting Services	2,700.62	**2,700.62**
19-4052-00-00	Clerical Services	216.05	**216.05**
19-4060-00-00	Travel - Education & Training	650.00	**650.00**
19-4071-00-00	Dues, Memberships, & Subscriptions	3,000.00	**3000.00**
19-5010-00-00	Communications		**0.00**
19-5020-00-00	Utilities	215.98	**215.98**
19-6000-00-00	Grants		**0.00**
19-6001-00-00	Public Improvements		**0.00**
19-7050-00-00	FM 1764 Sewer Project		**0.00**
19-7070-00-00	Land	472.66	**472.66**
TOTAL EXPENDITURES FOR THE CURRENT PERIOD			**27,409.68**

CITY OF LA MARQUE
PARKS FUND
April 2015

DONATIONS	Total Donations Received	PARKS Correct Allocation	PARKS Actual Payment	PARKS Over / (Under) Payment	Clean City Correct Allocation	Clean City Actual Payments	Clean City Over / (Under) Payment
October 2014	2,780.00	**1,390.00**	**1,390.00**	0.00	1,390.00	1,390.00	0.00
November 2014	2,372.00	**1,186.00**	**1,186.00**	0.00	1,186.00	1,186.00	0.00
December 2014	2,892.00	**1,446.00**	**1,446.00**	0.00	1,446.00	1,446.00	0.00
January 2015	2,674.00	**1,337.00**	**1,337.00**	0.00	1,337.00	1,337.00	0.00
February 2015	2,648.00	**1,324.00**	**1,324.00**	0.00	1,324.00	1,324.00	0.00
March 2015	2,770.00	**1,385.00**	**1,385.00**	0.00	1,385.00	1,385.00	0.00
April 2015	2,930.00	**1,465.00**	**1,465.00**	0.00	1,465.00	1,465.00	0.00
May 2015		**0.00**	**0.00**	0.00	0.00	0.00	0.00
June 2015		**0.00**	**0.00**	0.00	0.00	0.00	0.00
July 2015		**0.00**	**0.00**	0.00	0.00	0.00	0.00
August 2015		**0.00**	**0.00**	0.00	0.00	0.00	0.00
September 2015		**0.00**	**0.00**	0.00	0.00	0.00	0.00
	$ 19,066.00	**$ 9,533.00**	**$ 9,533.00**	0.00	$ 9,533.00	$ 9,533.00	0.00

BEGINNING CASH & INVESTMENT BALANCE 04/01/2015		**$99,153.34**
REVENUE		
Donations		1,465.00
	Total Revenue	**$1,465.00**
EXPENSES		
Date/ Vendor	***Description***	
4/10/15 - South Houston Concrete Pipe Co.	Culverts for Highland Bayou Park	7,050.00
4/10/15 - William R. Powell	10% Down for Carports-HB Park	372.50
4/21/15 - John William Weaver/B&M Concrete	Cement Slabs for Carports-HB Park	2,650.00
4/30/15 - Kay Park-Rec. Corp.	Park Grills-HB Park	900.00
	Total Expense	**$10,972.50**
ENDING CASH & INVESTMENT BALANCE 04/30/2015		**$89,645.84**

Financial Report prepared prior to Sept. closeout-Possible carryover in donations from prior periods

APPROVED MAY 04 2015

CITY OF LA MARQUE
CLEAN CITY FUND
April 2015

DONATIONS		PARKS			Clean City		
	Total Donations Received	Correct Allocation	Actual Payment	Over / (Under) Payment	Correct Allocation	Actual Payments	Over / (Under) Payment
October 2014	2,780.00	1,390.00	1,390.00	0.00	**1,390.00**	**1,390.00**	**0.00**
November 2014	2,372.00	1,186.00	1,186.00	0.00	**1,186.00**	**1,186.00**	**0.00**
December 2014	2,892.00	1,446.00	1,446.00	0.00	**1,446.00**	**1,446.00**	**0.00**
January 2015	2,674.00	1,337.00	1,337.00	0.00	**1,337.00**	**1,337.00**	**0.00**
February 2015	2,648.00	1,324.00	1,324.00	0.00	**1,324.00**	**1,324.00**	**0.00**
March 2015	2,770.00	1,385.00	1,385.00	0.00	**1,385.00**	**1,385.00**	**0.00**
April 2015	2,930.00	1,465.00	1,465.00	0.00	**1,465.00**	**1,465.00**	**0.00**
May 2015		0.00	0.00	0.00	**0.00**	**0.00**	**0.00**
June 2015		0.00	0.00	0.00	**0.00**	**0.00**	**0.00**
July 2015		0.00	0.00	0.00	**0.00**	**0.00**	**0.00**
August 2015		0.00	0.00	0.00	**0.00**	**0.00**	**0.00**
September 2015		0.00	0.00	0.00	**0.00**	**0.00**	**0.00**
	$ 19,066.00	$ 9,533.00	$ 9,533.00	0.00	**$ 9,533.00**	**$ 9,533.00**	**0.00**

BEGINNING CASH & INVESTMENT BALANCE 04/01/2015 $ 41,266.32

REVENUE

Donations $ 1,465.00

Total Revenue **$ 1,465.00**

EXPENSES

Date/ Vendor	***Description***	
4/01/15 - Alejandro Regalado	Driver/Supervisor for Community Svc. Workers	20.00
4/10/15 - David Pennington	Reimbursement for Purchase of Gift Cards for CCC	415.80
4/27/15 - Alejandro Regalado	Driver/Supervisor for Community Svc. Workers	10.00
4/30/15 - Alejandro Regalado	Driver/Supervisor for Community Svc. Workers	10.00
4/30/15 - Walmart Stores #529	Gift Cards for 2015 CC Poster Contest	640.00
	Total Expense	**$ 1,095.80**

ENDING CASH & INVESTMENT BALANCE 04/30/2015 $41,635.52

Financial Report prepared prior to Sept. closeout-Possible carryover in donations from prior periods.

APPROVED MAY 04 2015

CITY OF LA MARQUE

Fiscal Year 2014-15

CEMETERY FUND

Budget vs Actual
Revenues and Expenditures
April 2015

Accounts	Descriptions	Budget 2014-15	Current Month	Current Year to Date Actuals	Budget Balance
Revenues					
89-9001-00-00		1,900.00		1,900.00	0.00
	Total Revenues	**1,900.00**	**0.00**	**1,900.00**	**0.00**
Expenditure					
89-4048-00-00	Wreath Across America	400.00			400.00
89-4049-00-00	Cemetery Board Expenditure	28,937.82	1,522.75	7,181.18	21,756.64
	Total Expenditure	**29,337.82**	**1,522.75**	**7,181.18**	**22,156.64**
Revenues over (under) Expenditures		(27,437.82)	(1,522.75)	(5,281.18)	

April Expenditures	***Description***	***Amount***
04/17/15 - Cobb, Fendley & Assoc.	Cemetery Fence	1,522.75
		$1,522.75

City of La Marque

Balance Sheet

CEMETERY FUND

April 30, 2015

Assets

Current assets:	Fiscal Year 2014	Fiscal Year 2015
Cash	38,900.00	(1,468.18)
Investments	-	32,000.00
Inventories	-	-
Accounts receivable	-	-
Pre-paid expenses	-	-
Other	-	-
Total current assets	**38,900.00**	**30,531.82**

Total assets	**38,900.00**	**30,531.82**

Liabilities and Fund Balance

Current liabilities:	2014	2015
Accounts payable	-	-
Other	-	-
Total current liabilities	**-**	**-**

Fund Balance:	2014	2015
Availabe Fund Balance	38,900.00	32,900.00
Current Year Revenue/Expenses		(2,368.18)
Total Fund Balance	**38,900.00**	**30,531.82**

Total liabilities and Fund Balance	**38,900.00**	**30,531.82**

Pay Type - O Overtime Pay Type History Report

Fund Number - 1 GENERAL FUND Department Number - 2 FINANCE/ACCOUNTING/TAX Program Number - FINANCE/ACCOUNTING/TAX

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
20013	TRACY TURNER	04/17/15	64998	5.00		N	150.56	
20013	TRACY TURNER	04/27/15	65101	4.75		N	143.03	
Total for Employee				9.75			293.59	
20124	ROBERT WEIDENBACH	04/17/15	65001	3.00		N	76.50	
Total for Employee				3.00			76.50	
Total for Program -	FINANCE/ACCOUNTING/TAX			12.75			370.09	
Total for Department -	2 FINANCE/ACCOUNTING/TAX			12.75			370.09	
30033	EDNA ORNELAS	04/02/15	64895	12.00		N	212.00	
30033	EDNA ORNELAS	04/17/15	65003	13.00		N	229.67	
Total for Employee				25.00			441.67	
Total for Program -	INSPECTION			25.00			441.67	
Total for Department -	3 INSPECTION			25.00			441.67	
40115	JANET VAN STAVERN	04/02/15	64899	3.00		N	102.98	
Total for Employee				3.00			102.98	
Total for Program -	JUDICIAL			3.00			102.98	
Total for Department -	4 JUDICIAL			3.00			102.98	
50017	MARCUS CRAVENS	04/17/15	65010	2.00		N	107.37	
Total for Employee				2.00			107.37	
50148	TINA CRAWFORD	04/02/15	64913	8.00		N	200.47	
50148	TINA CRAWFORD	04/17/15	65021	2.00		N	50.05	
Total for Employee				10.00			250.52	
50192	RICHARD HERNANDEZ	04/17/15	65039	8.00		N	242.95	
Total for Employee				8.00			242.95	
50188	DANIEL O'CONNOR	04/17/15	65035	8.00		N	255.49	
Total for Employee				8.00			255.49	
50154	TIAWANNA PORTER	04/17/15	65024	8.00		N	188.46	
Total for Employee				8.00			188.46	

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50134	GEOFFREY PRICE	04/02/15	64909	16.50		N	708.20	
50134	GEOFFREY PRICE	04/17/15	65017	5.50		N	240.57	
Total for Employee				22.00			948.77	
50161	GILBERTO RODRIGUEZ	04/17/15	65026	6.00		N	266.30	
Total for Employee				6.00			266.30	
50165	SHELBY SAMUELSON	04/17/15	65028	8.00		N	299.72	
Total for Employee				8.00			299.72	
50197	BRITTANY SMITH	04/02/15	64935	1.50		N	43.71	
Total for Employee				1.50			43.71	
Total for Program - POLICE				73.50			2,603.29	
Total for Department - 5 POLICE				73.50			2,603.29	
60075	CURTIS BARBER	04/02/15	64940	24.00		N	877.32	
Total for Employee				24.00			877.32	
60092	MICHAEL BILLIOTT	04/02/15	64944	24.00		N	725.29	
60092	MICHAEL BILLIOTT	04/17/15	65050	48.00		N	1,515.82	
Total for Employee				72.00			2,241.11	
60113	AMANDA BLACK	04/17/15	65054	1.00		N	26.64	
Total for Employee				1.00			26.64	
60009	JOHN BRASHER	04/02/15	64939	26.50		N	1,042.64	
Total for Employee				26.50			1,042.64	
60117	MICHAEL CARLSON	04/02/15	64950	12.00		N	271.66	
Total for Employee				12.00			271.66	
60077	JOSE GONZALEZ	04/02/15	64941	24.00		N	938.20	
Total for Employee				24.00			938.20	
60115	ZACHERY HON	04/17/15	65055	3.00		N	68.66	
Total for Employee				3.00			68.66	
60118	PAUL HUNTER	04/02/15	64951	24.00		N	558.97	
Total for Employee				24.00			558.97	
60097	WILLIAM REED	04/17/15	65052	2.50		N	76.62	
Total for Employee				2.50			76.62	

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
60119	TONY WRIGHT	04/17/15	65058	4.00		N	93.16	
Total for Employee				4.00			93.16	
60086	IRA YARDLEY	04/02/15	64942	48.00		N	1,358.21	
Total for Employee				48.00			1,358.21	
160017	PEDRO ZARAZUA	04/17/15	65062	24.00		N	727.06	
Total for Employee				24.00			727.06	
Total for Program - FIRE				265.00			8,280.25	
Total for Department - 6 FIRE				265.00			8,280.25	
12150	TIMOTHY BURDINE	04/17/15	65069	7.50		N	115.54	
Total for Employee				7.50			115.54	
110020	CYNTHIA EFIRD	04/17/15	65072	5.00		N	112.85	
Total for Employee				5.00			112.85	
240122	EUSTACIO GONZALES	04/17/15	65080	8.00		N	199.76	
Total for Employee				8.00			199.76	
120134	DENNIS HENDERSON	04/02/15	64970	7.00		N	141.70	
Total for Employee				7.00			141.70	
90114	ANTONIO HUEY	04/02/15	64964	5.50		N	84.73	
90114	ANTONIO HUEY	04/17/15	65070	5.50		N	84.73	
Total for Employee				11.00			169.46	
120152	SHANE IRISH	04/17/15	65078	5.50		N	84.73	
Total for Employee				5.50			84.73	
120089	CLAUDE LACY	04/02/15	64968	5.50		N	113.09	
120089	CLAUDE LACY	04/17/15	65074	3.00		N	61.69	
Total for Employee				8.50			174.78	
120120	JOSEPH MOSE	04/02/15	64969	11.50		N	250.78	
Total for Employee				11.50			250.78	
220049	MURPHY SMITH	04/02/15	64973	12.00		N	327.02	
220049	MURPHY SMITH	04/17/15	65079	6.50		N	177.14	
Total for Employee				18.50			504.16	
120146	LEONARD TOTTENHAM	04/17/15	65077	3.00		N	48.36	
Total for Employee				3.00			48.36	

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Program -	PUBLIC SERVICES			85.50			1,802.12	
Total for Department -	12 PUBLIC SERVICES			85.50			1,802.12	
Total for Fund -	1 GENERAL FUND			464.75			13,600.40	
220134	RONDALL COLEMON	04/17/15	65091	23.00		N	354.32	
Total for Employee				23.00			354.32	
220102	RODNEY GAMBLE	04/02/15	64980	7.00		N	153.75	
220102	RODNEY GAMBLE	04/17/15	65086	.50		N	10.98	
Total for Employee				7.50			164.73	
220133	CARL HOLMES	04/02/15	64984	16.50		N	254.18	
220133	CARL HOLMES	04/17/15	65090	10.00		N	154.05	
Total for Employee				26.50			408.23	
220118	MICHAEL JORDAN	04/02/15	64981	17.00		N	357.84	
220118	MICHAEL JORDAN	04/17/15	65087	5.00		N	105.25	
Total for Employee				22.00			463.09	
120151	MARSHALL KNIGHT	04/02/15	64979	21.00		N	323.51	
Total for Employee				21.00			323.51	
Total for Program -	UTILITY LINE MAINTENANCE			100.00			1,713.88	
Total for Department -	22 UTILITY LINE MAINTENANCE			100.00			1,713.88	
260010	DILLON SMITH	04/02/15	64991	22.00		N	355.58	
260010	DILLON SMITH	04/17/15	65098	29.25		N	472.75	
Total for Employee				51.25			828.33	
240128	RENARD SMITH	04/02/15	64989	2.00		N	33.87	
240128	RENARD SMITH	04/17/15	65096	4.00		N	67.74	
Total for Employee				6.00			101.61	
Total for Program -	WATER AND WASTEWATER OPER			57.25			929.94	
Total for Department -	24 WATER AND WASTEWATER OPER			57.25			929.94	
Total for Fund -	2 UTILITY FUND			157.25			2,643.82	

Pay Type - O Overtime

Pay Type History Report

Fund Number - 2 UTILITY FUND Department Number - 24 WATER AND WASTEWATER OPER Program Number - WATER AND SEWER OPERATIONS

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Pay Type -	O Overtime			622.00			16,244.22	
Grand Totals -				622.00			16,244.22	

Pay Type - EO Eve Overtime

Pay Type History Report

Fund Number - 1 GENERAL FUND Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50163	ANDREW BEST	04/02/15	64919	4.00		N	144.93	
50163	ANDREW BEST	04/17/15	65027	6.00		N	226.23	
Total for Employee				10.00			371.16	
50189	JAMES BUNKER	04/17/15	65036	4.00		N	81.54	
Total for Employee				4.00			81.54	
50151	KENNETH CAGNON	04/02/15	64914	9.50		N	428.40	
Total for Employee				9.50			428.40	
50191	DASHIELL CANTU	04/17/15	65038	4.00		N	127.57	
Total for Employee				4.00			127.57	
50017	MARCUS CRAVENS	04/02/15	64902	2.50		N	132.33	
Total for Employee				2.50			132.33	
50148	TINA CRAWFORD	04/02/15	64913	4.00		N	100.24	
50148	TINA CRAWFORD	04/17/15	65021	8.00		N	200.21	
Total for Employee				12.00			300.45	
50192	RICHARD HERNANDEZ	04/17/15	65039	4.00		N	121.48	
Total for Employee				4.00			121.48	
50187	JOSHUA HUMAN	04/17/15	65034	4.00		N	130.27	
Total for Employee				4.00			130.27	
50199	STEPHONIA JACKSON	04/17/15	65043	4.00		N	117.74	
Total for Employee				4.00			117.74	
50179	KRISTEN MCDANIEL	04/02/15	64923	3.00		N	62.01	
Total for Employee				3.00			62.01	
50188	DANIEL O'CONNOR	04/17/15	65035	4.00		N	127.75	
Total for Employee				4.00			127.75	
50190	NICOLE PERALES	04/17/15	65037	4.00		N	130.63	
Total for Employee				4.00			130.63	
50154	TIAWANNA PORTER	04/17/15	65024	4.00		N	94.23	
Total for Employee				4.00			94.23	
50134	GEOFFREY PRICE	04/02/15	64909	3.50		N	150.22	
50134	GEOFFREY PRICE	04/17/15	65017	5.50		N	240.57	
Total for Employee				9.00			390.79	
50165	SHELBY SAMUELSON	04/02/15	64920	9.50		N	348.37	
50165	SHELBY SAMUELSON	04/17/15	65028	4.00		N	149.86	

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Employee				13.50			498.23	
50197	BRITTANY SMITH	04/02/15	64935	5.75		N	167.57	
Total for Employee				5.75			167.57	
50038	CHAD WAGGONER	04/02/15	64904	4.00		N	206.32	
Total for Employee				4.00			206.32	
Total for Program - POLICE				101.25			3,488.47	
Total for Department - 5 POLICE				101.25			3,488.47	
Total for Fund - 1 GENERAL FUND				101.25			3,488.47	
Total for Pay Type - EO Eve Overtime				101.25			3,488.47	
Grand Totals -				101.25			3,488.47	

Pay Type - MO Mid Overtime

Pay Type History Report

Fund Number - 1 GENERAL FUND Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50189	JAMES BUNKER	04/17/15	65036	8.00		N	163.08	
Total for Employee				8.00			163.08	
50151	KENNETH CAGNON	04/02/15	64914	1.50		N	67.64	
Total for Employee				1.50			67.64	
50191	DASHIELL CANTU	04/17/15	65038	8.00		N	255.13	
Total for Employee				8.00			255.13	
50148	TINA CRAWFORD	04/17/15	65021	2.00		N	50.05	
Total for Employee				2.00			50.05	
50187	JOSHUA HUMAN	04/17/15	65034	8.00		N	260.53	
Total for Employee				8.00			260.53	
50048	MICHAEL KELEMEN	04/17/15	65014	2.00		N	81.00	
Total for Employee				2.00			81.00	
50171	MELISSA LOCKHART	04/02/15	64921	4.00		N	92.95	
Total for Employee				4.00			92.95	
50190	NICOLE PERALES	04/17/15	65037	8.00		N	261.25	
Total for Employee				8.00			261.25	
50134	GEOFFREY PRICE	04/02/15	64909	3.00		N	128.76	
Total for Employee				3.00			128.76	
50165	SHELBY SAMUELSON	04/02/15	64920	2.50		N	91.68	
Total for Employee				2.50			91.68	
50196	JOSE SANTOS	04/17/15	65041	6.00		N	186.14	
Total for Employee				6.00			186.14	
50197	BRITTANY SMITH	04/17/15	65042	5.00		N	149.71	
Total for Employee				5.00			149.71	
50186	EVELYN VALENCIA	04/02/15	64926	2.00		N	63.89	
Total for Employee				2.00			63.89	
Total for Program - POLICE				60.00			1,851.81	
Total for Department - 5 POLICE				60.00			1,851.81	
Total for Fund - 1 GENERAL FUND				60.00			1,851.81	

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Pay Type -	MO Mid Overtime			60.00			1,851.81	
Grand Totals -				60.00			1,851.81	