



1111 Bayou
La Marque, Texas 77568
409.938.9202

Mayor Bobby Hocking
Mayor Pro- Tem Keith Bell- District A

Councilmember Chris Lane- District B
Councilmember Robert Michetich- District C
Councilmember Clent Brown- District D

OFFICIALLY POSTED ON THE WEB: DATE: 4.7.16 TIME: 6:45 p.m.
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ORDINANCE NO. O-2016-004
RESOLUTION NO. R-2016-006

CITY COUNCIL REGULAR AGENDA

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting on **Monday, April 11, 2016** 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) PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**
 - a. Proclamation - April as "Safe Digging Month"
- (5) CITIZEN'S PARTICIPATION (Limited to three minutes per person)**

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 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.
- (6) MINUTES**
 - a. Special Workshop City Council Minutes of March 7, 2016.
 - b. Regular City Council Minutes of March 14, 2016.
- (7) OLD BUSINESS**
 - a. Discussion/possible action regarding the nightly ending time of a large scale entertainment event within the city limits to be held on October 29 and 30, 2016, upon approval by City staff of a formal event application.



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(8) CONTRACTS/AGREEMENTS/AWARD OF BIDS

- a. Discussion/possible action regarding approval of a Performance Contract Agreement (PCA) with Siemens Industry, Inc. for Water / Sewer / Wastewater Treatment Plant Capital Improvements Projects (including Leak Detection) funded through proposed Certificates of Obligations – Public Services Director L. Rumburg
- b. Discussion/possible action regarding acceptance and approval of proposal from ARKK Engineers to conduct a **Water System Modeling and Planning Study** for the City of La Marque – Public Services Director L. Rumburg
- c. Discussion/possible action regarding award of Bid #LM 03-16 to Lopez Landscaping Services for Mowing and Debris Clean-Up in the amount of \$60,000.00 – Public Services Director L. Rumburg

(9) NEW BUSINESS

- a. Discussion/possible action regarding the recommendation by Planning and Zoning Commission to accept proposed Final Plat of Landing at Delany Cove Sec. 3 being 8.4 acres of land containing 40 lots (50 X 120 typical) and Five reserves in two blocks out of the Stephen F. Austin League A-2, City of La Marque, Galveston, County, Texas, including a request for variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' X 120' to 50' X 120' in size – Public Services Director L. Rumburg
- b. Discussion/possible action regarding the recommendation of the Cemetery Board to transfer Plot 80, spaces 6 and 7 from Raymond Cotton to Stacy Joseph – Cemetery Board Chairman D. Pennington
- c. Discussion/possible action authorizing the Information Technology Department to proceed with disposition of surplus property as described in the attachment by online public auction – IT Technician Kyle Hunter
- d. Discussion/possible action providing City Manager direction on a potential Inter-local agreement with Galveston County to address the 2015 Street Repair program – Public Services Director L. Rumburg

(10) CITY MANAGER'S REPORT

- **Judicial**
- **Police Department**
- **Fire Department**
- **Library**
- **Connect Transit**
- **Public Works**
- **Animal Services**



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- **Financials**

(11) EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development)

1. Section 551.071 (Consultation with Attorney) – Discuss status of case of James Neal vs. City of La Marque et al

(12) Discussion/possible action regarding item discussed in the Executive Session

(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 salutory 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 salutory 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 April 7, 2016 before 5:00 p.m.

Robin Eldridge, TRMC
City Clerk

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This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.
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**City of La Marque
Workshop Minutes
March 7, 2016**

Minutes of the Workshop Minutes of La Marque City Council held on Monday, March 7, 2016 at 3:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

- (1) Mayor Hocking called the Special Meeting to order at 3:00 p.m.
- (2) **ROLL CALL**
Mayor Hocking
Mayor Pro-Tem Bell
Councilmember Chris Lane - Absent
Councilmember Robert Michetich
Councilmember Clent Brown
City Manager Carol Buttler
City Clerk Robin Eldridge
- (3) **INVOCATION AND PLEDGE OF ALLEGIANCE**
Mayor Hocking said, "As always we ask God to bless our meeting here today. We also thank God for our great country, to which we pledge our allegiance."
- (4) **NEW BUSINESS**
 - a. Siemens Projects (Energy Performance Contract)

City Manager, Carol Buttler began, "Today's workshop, has a couple of purposes; one is to refresh our memories on the projects that we agreed to work towards last year. Staff has been working with Siemens, for the last year, for the highest priority to recommend to Council. We want to keep our focus on the Siemens Program. We also want you to keep in mind the Sanitary Sewer Overflow Program that we agreed to a few years ago. Those are the two items that we will be requesting funding. We will have the presentation from Siemens first, then Ms. Kou will present the funding status as to where the City is right now, and what we can afford, what is our capacity, with costs that we are looking at. After that, we also have our Bond Counsel, Jonathan Frels; and Financial Advisor James Gilley, they are here to help us through the funding mechanisms."

Duval Allums of Siemens, began, "Delighted to be here, it has been a full year and a lot of work has gone into this and a lot of prioritization and comparison and staff has been intimately involved in all the phases."

Just starting out, the objectives and goals were to help the City address the aging infrastructure; reduce operating costs; reduce loss and unaccounted for water; provide greater accuracy on water bills and provide greater transparency to citizens (as provided



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in the power-point slide) Explained that some of the ways to address the issues is through Local Government Code 302, through Performance Contracting.

“Simply put, Performance Contracting is a means of procurement, a means of funding and it is a partnership. It allows cities to use energy and operational savings to offset the costs of these capital intensive infrastructure improvements. It allows you to do this with no upfront cost and for purposes of up to twenty years. It requires you some annual saving guarantee, which we will talk about later. It also requires a third party review, which protects the City as well as us, to make sure that our calculations are based on all normal standard engineering practices and that we insure the savings are realistic.

Typically, as your water meters age, they lose accuracy, so you are going to lose revenues. So, you are buying the water but are unable to recoup the cost of the water, so the increase in sales in sewer and water sales, as well as the decrease in operational costs, help offset some of the costs. Last year, around June, an RFQ was put out and elected Siemens in October to do a detailed engineering analysis, and this is where we are providing a fixed price turn- key proposal for your review and acceptance.”

Presentation continued from the Power Point and provided information on the six FIMS that were developed with this project. A FIM is a Facility Improvement Measure, which included water meter system upgrade; wastewater treatment plant upgrades; leak detection survey; lighting efficiency upgrades, HVAC upgrades and solar sign lighting.

Based on their findings, most of the 5740 water meters currently operating within the City, the majority of those meters are seven to nine years old and are reaching the point where they are deteriorating in accuracy. From a revenue standpoint, based on the most common size meter used in the City, which is the five-eighths to three quarter inch sized meters, 96% of the city’s meters produce 85% of the revenues.

It was apparent that there was a clear need for water infrastructure upgrade in several ways. Water meter infrastructure gives you the firsts top in understanding what is in the system. The recommendations include: mass water meter replacement project; implementation of an advanced metering infrastructure (AMI) and provide data analytics for the City and its citizens. The benefits would include: accurate billing; reduce unaccounted for water loss; improve operational efficiencies; enhanced customer service; streamlining of billing/accuracy; increased reading reliability; and greater transparency and citizen control.

Further presentation included how the AMI works, access, and report access alarm screen (leaks, reverse flows and meter read failures); (Cloud Based) Citizens Dashboard which would provide: alerts; meter malfunctions; and also getting information out to citizens; billing cycle timeframe.

An Electrical analysis was also performed at the Wastewater Treatment Plant (over twenty-years old) and recommended: convert coarse bubble diffusers to fine bubble



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diffusers; remove accumulated sludge in Basin 2; upgrade to more efficient blowers; install controls to optimize system operation (current pictures were provided in the slides). The benefits being: reduce energy usage; improve operational efficiencies; upgrade aging infrastructure

Information of a Leak Detection Survey was provided and the recommendations being: Acoustic surveying (differentiates sounds when there is a leak) of approximately 180 linear miles of La Marque's water distribution system; acoustic surveying of 442 fire hydrants; GPS data points will be provided for all detected leaks. Benefits: Reduction in water loss; improve operational efficiencies; provide data to support infrastructure replacement plan.

The question of what size of a leak that can be detected, and whether it was better than smoke detection studies, which the size of leak depends on the size of pipe and that this method works really well and they can provide proof of this method and its performance.

Other areas discussed included the Council Chambers, City Hall and WWTP lighting recommendations: upgrade obsolete T12 and T8 lights to more efficient 16watt LEDS, exterior lighting will be replaced with LEDS; HVAC at City Hall and Community Center (Council Chambers); Install ductless mini-split systems at WWTP
Benefits would include: Reduce energy use; reduce operating costs; Increase occupant comfort

Solar sign lighting recommendations: Upgrade lighting at the Library sign and City Hall sign with Solar-based powered LED system
Benefits: Reduce energy use; reduce operating costs

Method for securing the batteries for the LED signs was briefly discussed. They will find out the life of batteries. (Siemens)

Annual projected savings was discussed: Energy savings for lighting retrofits totaling \$8,200.00 per year; HVAC replacements savings totaling \$4,550.00 per year; Water meter AMI totaling

The question of how many staff would lose their jobs if savings costs in operations totaled \$73,400.00. The water meter readers have been renamed and are being trained to do all of the public services tasks (maintenance workers). The positions that were eliminated in 2012/2013 totaled three (3) positions. Basically no additional positions have to be eliminated. So the total saving would actually be close to (gas savings, insurance savings would be included) Vacant positions versus operational costs were compared. Filling the vacant positions in Public Services (meter reading) to be moved into other areas of maintenance was discussed.



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Excluding salaries and benefits - soft savings \$5,200.00 (gasoline) \$2,200.00 (changing out meters). The salaries of meter readers was discussed.

Representatives of Siemens reported that they took the conservative approach and that the revenues were somewhat higher than reports reflect. They tested only the small meters; projections were all based conservatively.

Further discussion included replacing all the meters process averaging eighty to one hundred meters per day. Significant numbers in the senior citizen population's concerns after going to the electric meters. Some of these citizens will never use the internet for anything and how will this benefit them? The way it will help them is that staff will be able to proactively reach out to the public and help them to understand their meters or problems with their meters. They will be further able to help them understand the meter reading process, print a report and show an hour by hour as to how they were using their water. Usually once it is understood that the data is available, it usually helps the citizens understand the accuracy of the information on their bill.

Chad Nobles of Siemens helped in the discussion, which included the consumer portal up to 1500 users and an additional 2-3 % increase after the initial users are added; how to handle calls through the transitional period by educating the public; that their water use will be more accurately billed. They will conduct workshops (Rotary or Lions Club, or the City can provide inserts in the billing; and on website); Annual fees covers monitoring at the WWTP; annual tests to track continued savings will be conducted. Data base is pulled each year each meter and apply the accuracy level and check the cost savings off of the list of the current addresses in the system today.

The transition period usually lasts two to three months. The increases, once the accuracy of the meters are corrected, is not a dramatic change. Some meters will see no changes.

The question of whether the cart was being placed before the horse came up as to replacing the meters and then conducting leak detection. Accurate meters will determine how much water is being pushed down the lines, (customers billed) by valves or meters.

The challenge that cities face is they get a once a month reading. They need to fine tune where the problems are by replacing the meters as the first step. Daily reports are generated as to where the city is sending water and where we are billing water. A leak detection study is one spot, in time to detect a leak at that time in that particular area.

Public Services Director Les Rumburg informed all that, "Later this month, hopefully, City Council should be looking at a good bid that we receive for the valve replacement program. The only way we can detect where the leaks are is to isolate the zones, otherwise we will be chasing leaks all over town. The only way that you isolate the zones is to have valves that work, so they can be shut off. Ours have been ignored for so long, they are non-existent in some case or they are broken in others. So, once we have the valve replacements we can isolate those zones and that will enable a more accurate



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leak detection study. Then, the follow-up step to that, would be the replacement program, once the leaks are identified.”

It was recommended that the City purchase one ultrasonic flow meter and move it around the City to detect water and estimate size of leaks, then determine where.

It was further said that meter flow detection would determine which are the problem meters, instead of replacing all of them first. The biggest recoup in cities our size, has been determined up to two hundred thousand dollars per year and sometimes higher depending on the size of the city and any discrepancies in water loss, due to erroneous billing and or leaks.

Problems delivering the water should be corrected first then with the meter reading was suggested by Councilmember Bell. Once new and more accurate meters are in place, that this is a cost that will directly affect the citizens.

Mayor Hocking recessed the Workshop for a break at 4:30 p.m.

Mayor Hocking reconvened the Workshop at 4:47 p.m.

Ms. Allums wrapped up the presentation, “What we were looking at was what we could get in a broad way of not only collecting the data, but the information to make a decision on your water line replacements. Water line replacement can’t just simply be made with a leak detection survey. A leak detection survey can tell you what lines to replace first. It is going to tell you where the leaks are and you can repair leaks as often as you want. That is always an option. This is what I would call a well-integrated solution that looks at your wastewater treatment plant, your water meters, your water infrastructure and leak detection all together, so that you can have all the data to prioritize what lines you want to replace and develop a five or a ten year plan for your City.”

A few questions, clarifications and suggestions were answered and given concerning the meter flow, water pressure in the City, the number of tower antennae’s that would be needed (2 sites) which would be used on our existing water towers; depth of the existing water lines; who would own the software, where is the data stored; cost of maintenance of the “box”; the different companies or manufacturers of the meters are located in the U.S.; if we could still manually read the meters; and if there were other third companies that could collect the same data; meters are protected by FCC license under this company (Sensus). What happens to the 5700+ meter that are in the ground now and it was said that the City would keep them. Members of staff was asked of their thoughts and all of which were in favor of the program.

By using the SSO Program in conjunction with the Siemens Program, City could make a huge amount of progress in a small amount of time.



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It was discussed that there could possibly be other available monies through entities including the Texas Water Development Board. In order to receive assistance, you have to show what the City is doing on its own to get in compliance with the State requirements.

Mayor Hocking asked what the

Mr. Rumburg commented, "I think the logical progression would be the replacement of the meters first then look for the leaks."

Councilmember Bell commented that he still wasn't convinced that the water meter replacement program was in the best interest for the citizens of La Marque or the City's biggest priority, at this particular time. "I think we can do other things before we get to this step."

It was mentioned that there is quite a bit of tampering with the meters that is taking place within the City. The meters have been a problem in the last few years.

Councilmember Bell added, "La Marque has neglected our infrastructure so, to the point that we are in a terrible predicament. I don't know that it is the right thing to do to immediately endeavor on a project to replace water meters when we have not even detected any leaks, nor have we developed any sort of plan on detection and replacement or repairing of any leaks. We are going straight to the homeowner and change out all the meters to make sure that they are paying their fair share for this water cost, when it is us as a citizenry, as a whole that have neglected our infrastructure for decades."

Mr. Nobles commented, "In every city, the taxpayers' burden is the infrastructure. Whether it is line replacement, fixing leaks or replacing meters. Staff is trying to come up with a long term plan to reduce the cost to operate the current system and work within the current budget. Water loss comes from many different areas, a billing error, meters, fire hydrants, or leaks in pipes, all of this being infrastructure."

Fire Chief Gerald Grimm stated he had been in two other cities prior to coming to La Marque, both of which did a meter replacement as part of their overall plan.

b. Funding for Siemens Projects – Finance Director S. Kou / Financial Advisor / Bond Counsel

Suzy Kou Finance Director stated, "In addition to what everyone is thinking, to increasing the revenues by more accurately reading your bills each month, the data can assist us, by enabling the utility billing team to track the leaks, loss of water immediately and stop it. If you don't the water keeps coming out and we, as the City has to pay Galveston County Water Authority, at the retail rate. It would also save the taxpayers money on the cost side. We are paying \$800,000.00 per year to GCWA to purchase water. We may end up paying \$600,000.00. There is our savings of



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approximately \$200,000.00. With the proper data, we can track these leaks, and we can stop them right away.”

Discussion followed explaining that once the downloaded readings are in, the reports are manually read twice a month, in reading cycles. Staff, manually scans five thousand accounts and looks for discrepancies, and create a re-read list for meter readers. The AMI system will create reports daily, all of the manual process will be done electronically, so that problems can be addressed immediately.

Ms. Kou continued, “Gradually, we have been able to have a General Fund - Fund Balance (surplus), and, as of now, it is at least 119 days.” Referring to the debt spreadsheet, she continued, “In 2019, we start to drop off, the 2011 refunding, that is how we are planning to fund the new debt, by reducing the total debt. By issuing the new debt, we have some Siemens projects, and SSO and then thanks to our financial advisor, if we issue a ten million dollar debt, we also propose to Council a refunding, that ends up a savings to us.” Continuing to explaining the spreadsheet. “In the first two years, there is about \$50,000 dropping off period. To get by in the years 2017 and 2018, we can use some of the surplus we have in the General Fund. This, along with the data we will be receiving, will show how much we can be saving in other areas.”

Councilmember Bell brought up the fact that there are more problems and needs than the water infrastructure. “We have the entire west side of our City, the most profitable, when considering the property tax value and sales tax, that does not have adequate fire protection. Does not have adequate emergency medical services. It is probably suffering a little from the lack of a police sub-station.”

Further discussion included the possibility of a public safety building to be constructed on the west side of the City. Growth is needed in order to keep the City from possibly increasing taxes or water and sewer rates. The current ISO reading would reduce if there was a west side Fire Station and will enhance the City in other areas because insurance rates would decrease and the City would be safer.

City Manager stated that the critical needs have been discussed among staff, and have reviewed the Strategic Plan, and tonight the Financial Advisors are available to assist in the financial possibilities and the options available.

The City is about three million into the SSO Program and another 2.5 million would be needed to be where we the City needs to be.

James Gilley, the City’s Financial Advisor “What we try to do is treat the City declining debt obligation as a cash flow. You can redirect this toward this project discussed here tonight. With the debt obligations being paid off within the next few years and the supplement of the General Fund Reserves, it appears that these projects could be funded, without a tax rate increase or an increase in water and sewer rates. The Certificates of Obligation from 2007 are able to be paid off in advance, so by refinancing, the fancy



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word for refunding these obligations this year, it could save the City up to a cash flow of about ten to fifteen thousand dollars a year.”

Jonathan Frels, the City’s Bond Counsel began, “Basically, the reason I am here is to help the City through the process and procedures of moving forward. We are talking about funding this through the Certificates of Obligation. A few years ago, the City made the decision to switch from issuing water and sewer debt, which required a Reserve Fund, which may have required Reserve Surety policies, which got a lower rating overall, so you had higher costs associated with repaying those, to issuing CO’s, and then treating them as self-supportive through your water and sewer systems. You got the benefit of your tax base in issuing the debt even though you were paying for them with water and sewer debt. So that is what we would be looking at doing here, by issuing a series a Certificates of Obligations to cover both of those projects, that you are talking about, the Siemens Project and also the SSO Project. The process that you have done before is that you would publish a Notice of Intent for about thirty-one days, then you come back and do the sale after the citizens have had the chance to see that Notice of being published. We also roll that in with the City Charter requirement for publication as well. The refunding bonds will be done through a separate series, that would be a General Obligation Refund Bond and we take care of it that point. Later on, when you are ready to talk about the Public Safety Building, there are various options in which you can undertake for public safety buildings. You can do a bond election, or you can do C.O.’s.”

The interest rate would be approximately 2.9%, or in this range. It is the same security for both General Obligation and Certificates of Obligation Bonds.

City Manager clarified the publications of the Ordinance as required by City Charter before the public hearing of the ordinance and afterwards, and Section 12.01 of the Government Code which allows a single meeting of City Council is all that is required for passing a Bond or Certificate Ordinance. We will publish the notice of the public hearing ordinance and have the hearing and then also post the caption once the ordinance is passed. The only difference is it can be done in one meeting instead of two meetings.

Mr. Frels commented, “Time is of the essence. Everything will be brought in the form of the live sale. The day that we take the bids is also the day that we come back that night at the Council meeting for approval, So the people who bid on the bonds that morning, are going to want to know that evening that yes you have approved them.”

City Manager received clarification so as long as the City stays within the 10,000,000 limitation in 2016 cap, as to when the City may issuing any other bonds. The General Refunding Bonds do not have to be done at the same time.

If we do the Notice of Intent on March 14th, we have to state the date that we intend to adopt the Ordinance (May 9th 2016), with the opening of the bids that morning.

- c. Provide direction to City Manager



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There were no objections to map out the calendar for the Notice of Intent and other dates and have the Notice of Intent on the Council meeting on the 14th of March.

(5) REQUEST AND ANNOUNCEMENTS

Councilmember Michetich congratulated the La Marque Basketball Team on making playoffs and possibly be going onto State playoffs.

Councilmember Bell asked for excuse from the 14th of March, spending time with his grandkids during Spring Break.

Mayor Hocking thanked all for attending. Assured the citizens to no tax increase or water and sewer rate increases for a situation that has been going on for years and it is time for someone to step up and take care of the problems, and considered this the first step.

(6) ADJOURNMENT

Councilmember Bell made a motion to adjourn the Workshop at 6:35 p.m.

Councilmember Michetich seconded the motion. The meeting adjourned.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**City of La Marque
Regular Meeting Minutes
March 14, 2016**

Minutes of the Regular Meeting Minutes of La Marque City Council held on Monday, March 14, 2016 at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

(1) Mayor Hocking called the Regular Meeting to order at 6:00 p.m.

(2) ROLL CALL

Mayor Hocking
Mayor Pro-Tem Bell – Excused Absent
Councilmember Chris Lane
Councilmember Robert Michetich
Councilmember Clent Brown
City Manager Carol Buttler
City Attorney Ellis Ortego
City Clerk Robin Eldridge

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking led the invocation and the Pledge of Allegiance

(4) PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

a. Presentation – Musical Concert Event at Greyhound Park

Sally Briggs reported that due to financial constraints, Gulf Greyhound Park is not running live racing, they are simulcasting races from other areas and have been having a pretty good attendance for that. They have groups that use the facilities and are renting out the parking lot, and looking at other venues that can also bring in revenue into the area. She then introduced Kelly Cobb, one of the producers of the “Something Wicked” concert event, along with Mike Long and Michelle. A power point slide show of the production was played and also a “trailer” of the production was shown to the attendees of the meeting.

Kelly Cobb distributed the Festival Overview and Economic Impact brochure of the event. (A copy is attached). He explained that this Halloween Music Festival has been at the Sam Houston Race Park for the past four years. Due to inclement weather last year, with over fourteen inches of rain, forced the production to be canceled, resulting in the loss of several thousands of dollars. Unfortunately, under those circumstances, is what led them to seek other options and the concrete parking lot at Gulf Greyhound provides a more suitable place for a staged event. In the past, the Something Wicked Music Festival has donated \$10,000.00 to Houston’s The 100 Club, to aid the dependents of Houston’s firefighters and law enforcement officers who have died in the line of duty.



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After a lengthy discussion that included questions, concerns and comments from the Mayor and Councilmembers, the City's noise ordinance was discussed and considered one of the main obstacles. Another issue that was discussed was the ending time of the event.

Mr. Cobb began, "Throughout North American and the world, Disco Donnie Presents is working hard to develop solutions to mitigate sound issues. For 2016, Something Wicked, the Festival will employ an array of sound mitigation strategies to work closely with professional sound experts and city officials to mitigate sound issues. The sound reduction features identified in this document include both innovated and tested sound reduction methods. We have consulted with a company out of the UK, called Vanguardia. Sound barrier walls are placed in strategic areas to block sound. We locate the stages so that any overspill out of the venue is controlled. We implement a device that controls the low end frequency, which eliminates 180 degrees of the audio throw. We will set up event monitoring so we will have audio measurements in key locations inside and outside of the venue."

"A site plan is usually coordinated with all of the officials in this type of event, including Law Enforcement, Fire, and Medical. Our events are designed so that customer and staff safety is paramount, so a site plan that will minimize the negative impact on the community is imperative. As we understand the noise ordinance, we would not be able to perform an event as is stands currently, and that is why we are here tonight to see if we can have any dialogue and make this work for us and be here for a long time. We are not in the business of being in a venue for a year and then move on to the next one. In fact that is really detrimental to our events. We like to form long-term relationships, work with the community, and bring people here. With your support now, before, during, and after the event, I think we can bring a lot of jobs, and have an economic impact to the area."

It was said that approximately 27 thousand persons per day have been in attendance at previous events. There are there stages. In the event, if the City receives complaints during the concert, what steps would be taken. There is a solution so that the 9-1-1 system is not bombarded with calls. By informing the residents in proximity of the location, in advance of what will be taking place was also encouraged, by sending letters and placing information in the newspaper. It was encouraged to physically drive around the location and see where the subdivisions are in proximity to the proposed event location. The subject of the music that would be played was briefly discussed. They work with local companies in the hiring of one security guard per one hundred persons, temporary staffing 2 to 200 people (front gates, field ambassadors, (15) concessions, vending) adding up to close to 400 persons. The time in which the event ends nightly was discussed. It begins at 2:00 p.m. and depending on an agreement, as to what time the concerts would end each night. Flexibility on the end time each night was discussed. Being a Halloween driven event, there will be really different costumes, drinks, music and décor.

The donation up to \$10,000.00 was discussed, the net received amount at the last event, the possibility of waiving the noise ordinance; the ending time for the event; logistics (Fire, EMT and PD); Bayou Fest advertising which is around the same time of the year. If



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some things could be ironed out quickly, there could be a place for this event at Gulf Greyhound Park.

By the next City Council meeting, which is in April, these issues should be ironed out and will come before City Council again.

- b. Introduction of new Employees
Mayor Hocking along with Chief Jackson introduced David Buckley a new Telecommunicator in the Police Department
Mayor Hocking along with Kyle Hunter introduced Brandon Haynes, the new IT Technician.

(5) CITIZEN'S PARTICIPATION

1. Geraldine Sam began, "I pray that we become a city that is inclusive and not exclusive." She recently received the interpretation from the City Attorney about the grandfathering of a petition that was brought before the Parks Board several months ago in favor of a Park being named after her. Our petition was submitted before a policy was approved. I think that it should have been brought before City Council for a vote. I am just asking to be fair with all of the citizens. Let us all have an equal opportunity to support having a park named after someone."

2. Mac McGaffey, "I would like to address Council on a statement that was made by someone on this City Council at the February 8th, meeting. I believe that I have served on every Committee in this City at one time or another. I now serve on the Parks Board, the Building Standards Commission and the EDC Boards. The statement that was made was that the Mayor and the Council elected people that were not qualified to be volunteers in this City. I resent that, greatly. I have received phone calls, and we have lost Committees because we do not have volunteers. We don't need anyone from Council saying that we are not qualified. My Parks Board have never missed a meeting because of lack of a quorum. All seven members are qualified. I have received twenty or thirty phone calls, and people threatening to walk out because of this. I feel that this person should first apologize the Mayor and Council for making such a statement."

Councilmember Lane commented, "I think I was the Councilmember to which that statement was aimed at. I don't remember making a statement that our Board members weren't qualified. I am at a loss of words. Was it in the context of or regarding the Youth Council? If I said it, I apologize, but I don't remember using those exact words. I realize the energy and effort it takes to serve on a Board. I am active on many Boards within the City myself, so I can empathize with anyone who volunteers their time and don't receive any compensation. So, if I did misspeak, that is not where my heart is. There was a heated discussion taking place, if I used that hurtful term, "not qualified", I sincerely apologize, if that term was used. But I don't recall using that term."



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Referral was made on the population versus the number of persons that serve on multiple Boards.

The discussion concluded when Mr. McGaffey accepted Councilmember Lane's apology.

(6) CONSENT

- a. Regular City Council Minutes of February 8, 2016.
- b. Special City Council Minutes of February 22, 2016.
- c. Discussion/possible action regarding the approval of the Quarterly Financial Report ending December 31, 2015.
- d. Discussion/possible action regarding Resolution No. **R-2016-004**, a resolution approving the aerial spraying of mosquitos by Galveston County Mosquito Control District, as required on a yearly basis by the Federal Aviation Administration.

** Councilmember Michetich made a motion to approve the consent items.

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

(7) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-001**, amending the **2014-2015** Budget for Grants, Special (Restricted) Revenues and Related Expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain revenues to individual budget accounts in certain funds as set forth in attached Exhibit "A".

Mayor Hocking closed the Regular Meeting and opened up the Public Hearings at 6:56 p.m.

Ms. Geraldine Sam asked for clarification of items a, and b, and which accounts were monies decreasing in and increasing from, like specified in item d.

Finance Director Suzy Kou explained that there were only two accounts affected in item d, when there were several accounts affected in the items, a, and b, but, are all listed in the Exhibits "A" of each of the accounts listed in items a and b. This is an annual, routine financial procedure. There are overlapping of expenditures from one year to the next."

- b. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-002**, amending the **2015-16** Budget by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual Budget accounts in certain funds as set forth in attached Exhibit "A" .

No one spoke, although referred to in the first public hearing portion (a) by Ms. Sam.



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- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-003**, approving the rezoning classification from S-1 Single Family to C-1 General Commercial of 31.89 acres of an 82 acre tract located at Delaney Road and FM 1765, as recommended by the Planning and Zoning Commission.

Ms. Geraldine Sam asked what was going to be constructed on this property and was told that preliminary plan had been submitted for a high end RV Park.

The developer and the owner of the property approached and gave a verbal guarantee that construction would begin as soon as possible, usually within four to six months after closing.

- d. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-004**, Amending City of La Marque Fiscal Year 2016 Budget by decreasing Fire Reserve Revenue Account 48-2401-00-00 in the amount of \$31,594.11 and increasing appropriation to Fire Reserve Expenditure Account 48-3020-06-00 by \$31,594.11 for Repair & Maintenance of Buildings and Furnishings.

Mayor Hocking closed the Public Hearings and reconvened to the Regular Meeting at 7:00 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding Ordinance No. **O-2016-001**, amending the **2014-2015** Budget for Grants, Special (Restricted) Revenues and Related Expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain revenues to individual budget accounts in certain funds as set forth in attached Exhibit "A". **THIS IS THE SECOND AND FINAL READING.**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2016-001.

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

- b. Discussion/possible action regarding Ordinance No. **O-2016-002**, amending the **2015-16** Budget by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual Budget accounts in certain funds as set forth in attached Exhibit "A". **THIS IS THE SECOND AND FINAL READING**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2016-002.

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

- c. Discussion/possible action regarding Ordinance No. **O-2016-003**, approving the rezoning classification from S-1 Single Family to C-1 General Commercial of 31.89 acres of an 82 acre tract located at Delaney Road and FM 1765, as recommended by the Planning and Zoning Commission. **THIS IS THE SECOND AND FINAL READING**



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- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2016-003.
- ** Councilmember Lane seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

- d. Discussion/possible action regarding Ordinance No. **O-2016-004**, Amending City of La Marque Fiscal Year 2016 Budget by decreasing Fire Reserve Revenue Account 48-2401-00-00 in the amount of \$31,594.11 and increasing appropriation to Fire Reserve Expenditure Account 48-3020-06-00 by \$31,594.11 for Repair & Maintenance of Buildings and Furnishings. **THIS IS THE SECOND AND FINAL READING**

- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2016-004.
- ** Councilmember Lane seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(9) NEW BUSINESS

- a. Discussion/possible action regarding reappointing/appointing a member (s) to the Board of Adjustments.

- ** Councilmember Michetich nominated David Pennington to the Board of Adjustments. He then thanked those who volunteered and asked for other to get involved in the Boards and Commissions.

- b. Discussion/possible action regarding Resolution No. **R-2016-005** establishing the fees to be charged by the City to non-resident customers of the City's water and sewer service and accompanying water and sanitary sewer supply agreement.

- ** Councilmember Michetich made a motion to adopt Resolution No. R-2016-005.
- ** Councilmember Lane seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action regarding request from SunCoast on behalf of Enterprise Products Operating, LLC to conduct a survey within or adjacent to existing pipeline corridor through City of La Marque, including authorization for City designee to provide permission for Texas Historical Commission to conduct an Antiquities Survey, if so requested.

- ** Councilmember Lane made a motion to approve the request from SunCoast on behalf of Enterprise Products Operating, LLC to conduct a survey within or adjacent to existing pipeline corridor through City of La Marque, including authorization for City designee to provide permission for Texas Historical Commission to conduct an Antiquities Survey, if so requested.

- ** Councilmember Michetich seconded the motion. **MOTION CARRIED UNANIMOUSLY.**



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- d. Discussion/possible action regarding authorizing the police department to increase the rate of pay for entry level Telecommunicators from 13.296 per hour to 14.800 per hour and for experienced Telecommunicators from 14.808 per hour to 15.600 per hour.
- ** Councilmember Lane made a motion authorizing the police department to increase the rate of pay for entry level Telecommunicators from 13.296 per hour to 14.800 per hour and for experienced Telecommunicators from 14.808 per hour to 15.600 per hour.
- ** Councilmember Michetich seconded the motion. **MOTION CARRIED UNANIMOUSLY.**
- e. Discussion/possible action regarding the approval of a Pilot Program with Republic Services for brush/bulky and heavy trash services at no additional cost and with a start of April 18, 2016.
- ** Councilmember Michetich made a motion to approve a Pilot Program with Republic Services for brush/bulky and heavy trash services at no additional cost and with a start date of April 18, 2016.
- ** Councilmember Lane seconded the motion.

Steve Carroll of Republic Services began, "What Republic has asked the City to consider at this point, is establishing a zoned pick-up schedule for heavy trash, bulky trash, and brush. The way this would differentiate from what we have now, is, now, we have a call in schedule; an individual calls into the City, and the City makes a list, and gives that list to Republic, and on a designated day, we run the locations on that list. The list has grown larger and it puts a burden on staff and the City to manage the list. Logistically, we could have several scattered pickup areas. I have asked Jay Kline, our Operations Manager to be here tonight to give an overview of what and how the program would work."

Jay Kline commented, "The current system puts undue pressure on all parties involved. If a certain neighborhood doesn't have anyone call in, then we don't even drive down through those streets. What we are proposing, is that we run the entire section, or Council Districts on a certain day. We could cover the entire area, without having the residents call it in. Each residence would receive one pickup per month for brush and bulky service.

One of the issues discussed was the length of time that brush would be left at the curbs between the pickup times and taking care of the residents on a more consistent basis, is the goal Republic is trying to reach.

Mr. Carroll continued, "Theoretically, if I put brush out, and for some reason forget to call the City, it could literally sit out at the curb until the City either tags it, or something else happens, or someone calls to complain about. This way, the design is, if we took Council Districts on a weekly basis, we would sweep District A. We would have three days of an



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intense “sweep” in the district, then move on to each of the other districts. So each district in the City would receive comprehensive service on a monthly basis for heavy trash and brush; heavy trash being water heaters, washing machines and stuff like that. As part of this, we plan to publicize this for the residents and through the media, so that people will understand what is going on, and it won’t catch anybody by surprise. A good thing about a pilot program, is that we are able to make changes on the fly. The overall goal of the program is to provide better service and free up some of City staff time by not having to keep up with a list and Jay’s crew of routing the list.”

The current requirement for brush to be bundled was discussed. It was recommended that this area be modified in the contract. It was further mentioned that some of the brush can be either boxed or bagged and not so much have to be tied, as long as they were kept together, and not over a certain weight or size. The concern of once a month versus every two weeks was considered to be an issue. The pilot program would be one hundred and eighty days, then re-evaluated. Brush piles that were too large for a pickup at a certain time, and having to sit for weeks at a time until the grappler truck was discussed and a concern.

“Eliminating Wednesday, heavy, bulk trash is unacceptable in my humble opinion, Mayor Hocking commented.” Once monthly, per district would have to be with the grappling truck, so all brush disappears from that district at that once a month pickup. Is that something you want to go back to the drawing board with?”

Mr. Carroll replied, “Yes.”

Councilmember Michetich withdrew his first motion, and Councilmember Lane withdrew his second motion. **MOTION CARRIED UNANIMOUSLY.**

- ** Councilmember Michetich made a motion to table this item until Republic Services makes changes to the pilot program as just recommended by City Council.
- ** Councilmember Lane seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

Steve Carroll then introduced Calvin Wright, the new General Manager of the Southeast Houston Hauling Division, who then commented, “Republics’ plan is to provide the best service that we can to all of our citizens and all of our customers and know that, although I have only been in the market for the past two weeks, know that I have given to this pilot a lot of thought and naturally, there is no cost to the City, and going back and talking about that we are proposing is in a little more in line with what the city’s objectives are.”

- f. Discussion/possible action regarding Resolution No. **R-2016-006** authorizing publication of Notice of Intention to issue Certificates of Obligation; approving the preparation of a preliminary Official Statement and Notice of Sale; and approving other matters incidental thereto.

- ** Councilmember Michetich made a motion to adopt Resolution No. R-2016-006.



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

- g. Discussion/possible action regarding authorizing City Manager to prepare a Performance Contract Agreement (PCA) with Siemens Industry, Inc. for Water / Sewer / Wastewater Treatment Plant Capital Improvements Projects (including Leak Detection) funded through proposed Certificates of Obligations.

** Councilmember Lane made a motion to authorize City Manager to prepare a Performance Contract Agreement (PCA) with Siemens Industry, Inc. for Water / Sewer / Wastewater Treatment Plant Capital Improvements Projects (including Leak Detection) funded Through proposed Certificates of Obligations.

** Councilmember Michetich seconded.

Councilmember Michetich added, “We have looked at some things concerning the water Meters, and determined that we have some other financial needs that we have to do first, and I fully support that technology, but at some point in the future when we come back to that, I would like to see in your presentations a breakdown of all the meters that have been assessed, the brands, when you come to a recommendation to us. I would like to see the software companies, and what that relationship is, of who puts that portal, either customer or city portal, which controls all of the data collection. Is there anything proprietary that would restrict this City from pursuing a third party software writer at some point in time, any time. And, if that comes to pass, would that it would be in writing that the City can do this.”

Duval Allums, of Siemens, replied, “We absolutely can, when you guys are ready to have that discussion in detail.”

Further discussion included the ultrasonic measurement of water flow, taking before and after readings in certain meters, then at the end of three physical reading of the meters. Leak detection, not measuring water flow at this time was determined not to be included in this particular project. Actual measurement at both ends, but not necessarily ultrasonic measurements was discussed. If there is a flow meter that can be moved from one area to another area, which won’t necessarily pinpoint where the leaks are, would be the best way long term to manage a system.

Les Rumburg added, “Our planning process consisted of going through the isolation process by acquiring the new valves and getting those installed and then with the new meters in place, detecting flow and leaks that way. So, obviously, if we don’t go with the meters, we have to go with some other way of detecting it, so, we are flexible that way, but you are absolutely right. We need to change the way we are going to monitor it.”



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Mayor Hocking added, “Before you bring the contract back to us, can you adjust for the flow meters or is this part of the \$72,000?”

Ms. Allums commented, “No Sir, it is not, that is an actual devise that you would add to the contract.”

It was discussed that this would be added to the contract and brought back for the next City Council meeting.

Mayor Hocking explained what the Certificates of Obligations were going to be used for, that is included in the backup information, which also includes projects mandated by the State in the SSO Program.

Mayor Hocking added, “With all that said, this Council has agreed not to go with water meters at this time, but to go forward with a west-side Fire Station and EMT, an Emergency Management type building, which is also included in the Certificates of Obligations costs.”

(10) CITY MANAGER’S REPORT

- **Judicial**
- **Police Department**
- **Fire Department**
- **Library**
- **Public Works**
- **Animal Services**
- **Financials**

(11) EXECUTIVE SESSION- (After the Requests and Announcements)

Mayor Hocking adjourned the Regular Meeting and went into the Executive Session at 7:51 p.m.

1. Section 551. 071 (Consultation with Attorney) regarding the TWIA (Shawn Hodge Law Firm)

(12) Discussion/possible action regarding items discussed in the Executive Session.)

Mayor Hocking rejoined the Regular Meeting at 8:16 p.m.

Councilmember Michetich made a motion to give authorization to clarify the contract with Hodge Law Firm.

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



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(13) REQUESTS AND ANNOUNCEMENTS

Councilmember Brown thanked al for attending.

Councilmember Michetich congratulated the La Marque Boys Basketball Team for making it to the State playoffs.

Councilmember Lane thanked all for attending. Reported that put the organization that begun the cleaning up of Bobby Beach Park would be back out to finish up touches on the project the project. Reported that on March 25, an Easter Egg hunt will take place at Carbide Park.

Mayor Hocking thanked all for attending. Wished all a Happy Easter.

(14) ADJOURNMENT

Councilmember Michetich made a motion to adjourn the Regular Meeting at 8:17 p.m.

Councilmember Lane seconded. The Meeting adjourned.

Bobby Hocking, Mayor

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 11, 2016

Prepared by: Robin Eldridge

Department: Administration

Agenda item: 7a

Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the nightly ending time of a large scale entertainment event within the city limits to be held on October 29 and 30, 2016, upon approval by City staff of a formal event application.

☒ X

Attachments for reference

1. Draft minutes of the City Council meeting held on March 14, 2016 (in packet)
2. Festival Overview and Economic Impact
3. Proposed Application – to be presented at the workshop session

STAFF BRIEFING:

- ***Something Wicked Halloween Music Festival*** overview and economic impact was presented to City Council at the Council meeting held on March 14, 2016, by representatives of Disco Donnie – nightculture.
- Sally Briggs of Gulf Greyhound Park introduced the individuals who were seeking a venue in which to conduct this particular music festival.
- Issues from Mayor and Council primarily included concerns of the ending time of the concerts, and the noise level of the entertainment that could affect the surrounding neighborhoods.
- Councilmember Brown requested a Workshop Session of City Council to discuss further concerns expressed at the previous Council meeting.
- While City Council must be provided the opportunity to approve any special exceptions for a large scale entertainment event, whether on public or private property, City staff must approve a formal application for the actual event arrangements.
- The application would ensure that the control of noise, traffic, safety, etc. affecting our citizens have been addressed.
- Each large scale entertainment event would require consideration by City Council on an individual basis.

HISTORY:

- First time that this particular theme based entertainment source has inquired to take place at Gulf Greyhound Park.
- Live, large scale entertainment events are not new to the City of La Marque.
- The City has enjoyed Bayou Fest and a large scale Cajun crawfish event in Mac McGaffey Highland Bayou Park.

TARGET IMPLEMENTATION:

April 11, 2016



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

March 14, 2016 – Presentation to City Council

April 11, 2016 – City Council Workshop Session

City Council to acknowledge the event

October 29 and 30, 2016 – proposed Event dates

ACTION:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special
Presentation

☐

Finance Report

☐

Public Hearing

☒

Other

☒

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion depending on Council discussion.

FISCAL IMPACT: Increased sales tax and hotel occupancy tax to the City.



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**City of La Marque
Regular Meeting Minutes
March 14, 2016**

Minutes of the Regular Meeting Minutes of La Marque City Council held on Monday, March 14, 2016 at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

(1) Mayor Hocking called the Regular Meeting to order at 6:00 p.m.

(2) **ROLL CALL**

Mayor Hocking
Mayor Pro-Tem Bell – Excused Absent
Councilmember Chris Lane
Councilmember Robert Michetich
Councilmember Clent Brown
City Manager Carol Buttler
City Attorney Ellis Ortego
City Clerk Robin Eldridge

(3) **INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Hocking led the invocation and the Pledge of Allegiance

(4) **PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

a. Presentation – Musical Concert Event at Greyhound Park

Sally Briggs reported that due to financial constraints, Gulf Greyhound Park is not running live racing, they are simulcasting races from other areas and have been having a pretty good attendance for that. They have groups that use the facilities and are renting out the parking lot, and looking at other venues that can also bring in revenue into the area. She then introduced Kelly Cobb, one of the producers of the “Something Wicked” concert event, along with Mike Long and Michelle. A power point slide show of the production was played and also a “trailer” of the production was shown to the attendees of the meeting.

Kelly Cobb distributed the Festival Overview and Economic Impact brochure of the event. (A copy is attached). He explained that this Halloween Music Festival has been at the Sam Houston Race Park for the past four years. Due to inclement weather last year, with over fourteen inches of rain, forced the production to be canceled, resulting in the loss of several thousands of dollars. Unfortunately, under those circumstances, is what led them to seek other options and the concrete parking lot at Gulf Greyhound provides a more suitable place for a staged event. In the past, the Something Wicked Music Festival has donated \$10,000.00 to Houston’s The 100 Club, to aid the dependents of Houston’s firefighters and law enforcement officers who have died in the line of duty.



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After a lengthy discussion that included questions, concerns and comments from the Mayor and Councilmembers, the City's noise ordinance was discussed and considered one of the main obstacles. Another issue that was discussed was the ending time of the event.

Mr. Cobb began, "Throughout North American and the world, Disco Donnie Presents is working hard to develop solutions to mitigate sound issues. For 2016, Something Wicked, the Festival will employ an array of sound mitigation strategies to work closely with professional sound experts and city officials to mitigate sound issues. The sound reduction features identified in this document include both innovated and tested sound reduction methods. We have consulted with a company out of the UK, called Vanguardia. Sound barrier walls are placed in strategic areas to block sound. We locate the stages so that any overspill out of the venue is controlled. We implement a device that controls the low end frequency, which eliminates 180 degrees of the audio throw. We will set up event monitoring so we will have audio measurements in key locations inside and outside of the venue."

"A site plan is usually coordinated with all of the officials in this type of event, including Law Enforcement, Fire, and Medical. Our events are designed so that customer and staff safety is paramount, so a site plan that will minimize the negative impact on the community is imperative. As we understand the noise ordinance, we would not be able to perform an event as is stands currently, and that is why we are here tonight to see if we can have any dialogue and make this work for us and be here for a long time. We are not in the business of being in a venue for a year and then move on to the next one. In fact that is really detrimental to our events. We like to form long-term relationships, work with the community, and bring people here. With your support now, before, during, and after the event, I think we can bring a lot of jobs, and have an economic impact to the area."

It was said that approximately 27 thousand persons per day have been in attendance at previous events. There are there stages. In the event, if the City receives complaints during the concert, what steps would be taken. There is a solution so that the 9-1-1 system is not bombarded with calls. By informing the residents in proximity of the location, in advance of what will be taking place was also encouraged, by sending letters and placing information in the newspaper. It was encouraged to physically drive around the location and see where the subdivisions are in proximity to the proposed event location. The subject of the music that would be played was briefly discussed. They work with local companies in the hiring of one security guard per one hundred persons, temporary staffing 2 to 200 people (front gates, field ambassadors, (15) concessions, vending) adding up to close to 400 persons. The time in which the event ends nightly was discussed. It begins at 2:00 p.m. and depending on an agreement, as to what time the concerts would end each night. Flexibility on the end time each night was discussed. Being a Halloween driven event, there will be really different costumes, drinks, music and décor.

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By the next City Council meeting, which is in April, these issues should be ironed out and will come before City Council again.

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Mayor Hocking along with Kyle Hunter introduced Brandon Haynes, the new IT Technician.

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Referral was made on the population versus the number of persons that serve on multiple Boards.

The discussion concluded when Mr. McGaffey accepted Councilmember Lane's apology.

(6) CONSENT

- a. Regular City Council Minutes of February 8, 2016.
- b. Special City Council Minutes of February 22, 2016.
- c. Discussion/possible action regarding the approval of the Quarterly Financial Report ending December 31, 2015.
- d. Discussion/possible action regarding Resolution No. **R-2016-004**, a resolution approving the aerial spraying of mosquitos by Galveston County Mosquito Control District, as required on a yearly basis by the Federal Aviation Administration.

** Councilmember Michetich made a motion to approve the consent items.

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

(7) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-001**, amending the **2014-2015** Budget for Grants, Special (Restricted) Revenues and Related Expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain revenues to individual budget accounts in certain funds as set forth in attached Exhibit "A".

Mayor Hocking closed the Regular Meeting and opened up the Public Hearings at 6:56 p.m.

Ms. Geraldine Sam asked for clarification of items a, and b, and which accounts were monies decreasing in and increasing from, like specified in item d.

Finance Director Suzy Kou explained that there were only two accounts affected in item d, when there were several accounts affected in the items, a, and b, but, are all listed in the Exhibits "A" of each of the accounts listed in items a and b. This is an annual, routine financial procedure. There are overlapping of expenditures from one year to the next."

- b. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-002**, amending the **2015-16** Budget by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual Budget accounts in certain funds as set forth in attached Exhibit "A" .

No one spoke, although referred to in the first public hearing portion (a) by Ms. Sam.



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- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-003**, approving the rezoning classification from S-1 Single Family to C-1 General Commercial of 31.89 acres of an 82 acre tract located at Delaney Road and FM 1765, as recommended by the Planning and Zoning Commission.

Ms. Geraldine Sam asked what was going to be constructed on this property and was told that preliminary plan had been submitted for a high end RV Park.

The developer and the owner of the property approached and gave a verbal guarantee that construction would begin as soon as possible, usually within four to six months after closing.

- d. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-004**, Amending City of La Marque Fiscal Year 2016 Budget by decreasing Fire Reserve Revenue Account 48-2401-00-00 in the amount of \$31,594.11 and increasing appropriation to Fire Reserve Expenditure Account 48-3020-06-00 by \$31,594.11 for Repair & Maintenance of Buildings and Furnishings.

Mayor Hocking closed the Public Hearings and reconvened to the Regular Meeting at 7:00 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding Ordinance No. **O-2016-001**, amending the **2014-2015** Budget for Grants, Special (Restricted) Revenues and Related Expenditures by increasing (decreasing) certain revenues and increasing (decreasing) certain revenues to individual budget accounts in certain funds as set forth in attached Exhibit "A". **THIS IS THE SECOND AND FINAL READING.**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2016-001.

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

- b. Discussion/possible action regarding Ordinance No. **O-2016-002**, amending the **2015-16** Budget by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual Budget accounts in certain funds as set forth in attached Exhibit "A". **THIS IS THE SECOND AND FINAL READING**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2016-002.

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

- c. Discussion/possible action regarding Ordinance No. **O-2016-003**, approving the rezoning classification from S-1 Single Family to C-1 General Commercial of 31.89 acres of an 82 acre tract located at Delaney Road and FM 1765, as recommended by the Planning and Zoning Commission. **THIS IS THE SECOND AND FINAL READING**



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- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2016-003.
- ** Councilmember Lane seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

- d. Discussion/possible action regarding Ordinance No. **O-2016-004**, Amending City of La Marque Fiscal Year 2016 Budget by decreasing Fire Reserve Revenue Account 48-2401-00-00 in the amount of \$31,594.11 and increasing appropriation to Fire Reserve Expenditure Account 48-3020-06-00 by \$31,594.11 for Repair & Maintenance of Buildings and Furnishings. **THIS IS THE SECOND AND FINAL READING**

- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2016-004.
- ** Councilmember Lane seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(9) NEW BUSINESS

- a. Discussion/possible action regarding reappointing/appointing a member (s) to the Board of Adjustments.

- ** Councilmember Michetich nominated David Pennington to the Board of Adjustments. He then thanked those who volunteered and asked for other to get involved in the Boards and Commissions.

- b. Discussion/possible action regarding Resolution No. **R-2016-005** establishing the fees to be charged by the City to non-resident customers of the City's water and sewer service and accompanying water and sanitary sewer supply agreement.

- ** Councilmember Michetich made a motion to adopt Resolution No. R-2016-005.
- ** Councilmember Lane seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action regarding request from SunCoast on behalf of Enterprise Products Operating, LLC to conduct a survey within or adjacent to existing pipeline corridor through City of La Marque, including authorization for City designee to provide permission for Texas Historical Commission to conduct an Antiquities Survey, if so requested.

- ** Councilmember Lane made a motion to approve the request from SunCoast on behalf of Enterprise Products Operating, LLC to conduct a survey within or adjacent to existing pipeline corridor through City of La Marque, including authorization for City designee to provide permission for Texas Historical Commission to conduct an Antiquities Survey, if so requested.

- ** Councilmember Michetich seconded the motion. **MOTION CARRIED UNANIMOUSLY.**



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- d. Discussion/possible action regarding authorizing the police department to increase the rate of pay for entry level Telecommunicators from 13.296 per hour to 14.800 per hour and for experienced Telecommunicators from 14.808 per hour to 15.600 per hour.
- ** Councilmember Lane made a motion authorizing the police department to increase the rate of pay for entry level Telecommunicators from 13.296 per hour to 14.800 per hour and for experienced Telecommunicators from 14.808 per hour to 15.600 per hour.
- ** Councilmember Michetich seconded the motion. **MOTION CARRIED UNANIMOUSLY.**
- e. Discussion/possible action regarding the approval of a Pilot Program with Republic Services for brush/bulky and heavy trash services at no additional cost and with a start of April 18, 2016.
- ** Councilmember Michetich made a motion to approve a Pilot Program with Republic Services for brush/bulky and heavy trash services at no additional cost and with a start date of April 18, 2016.
- ** Councilmember Lane seconded the motion.

Steve Carroll of Republic Services began, "What Republic has asked the City to consider at this point, is establishing a zoned pick-up schedule for heavy trash, bulky trash, and brush. The way this would differentiate from what we have now, is, now, we have a call in schedule; an individual calls into the City, and the City makes a list, and gives that list to Republic, and on a designated day, we run the locations on that list. The list has grown larger and it puts a burden on staff and the City to manage the list. Logistically, we could have several scattered pickup areas. I have asked Jay Kline, our Operations Manager to be here tonight to give an overview of what and how the program would work."

Jay Kline commented, "The current system puts undue pressure on all parties involved. If a certain neighborhood doesn't have anyone call in, then we don't even drive down through those streets. What we are proposing, is that we run the entire section, or Council Districts on a certain day. We could cover the entire area, without having the residents call it in. Each residence would receive one pickup per month for brush and bulky service.

One of the issues discussed was the length of time that brush would be left at the curbs between the pickup times and taking care of the residents on a more consistent basis, is the goal Republic is trying to reach.

Mr. Carroll continued, "Theoretically, if I put brush out, and for some reason forget to call the City, it could literally sit out at the curb until the City either tags it, or something else happens, or someone calls to complain about. This way, the design is, if we took Council Districts on a weekly basis, we would sweep District A. We would have three days of an



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intense “sweep” in the district, then move on to each of the other districts. So each district in the City would receive comprehensive service on a monthly basis for heavy trash and brush; heavy trash being water heaters, washing machines and stuff like that. As part of this, we plan to publicize this for the residents and through the media, so that people will understand what is going on, and it won’t catch anybody by surprise. A good thing about a pilot program, is that we are able to make changes on the fly. The overall goal of the program is to provide better service and free up some of City staff time by not having to keep up with a list and Jay’s crew of routing the list.”

The current requirement for brush to be bundled was discussed. It was recommended that this area be modified in the contract. It was further mentioned that some of the brush can be either boxed or bagged and not so much have to be tied, as long as they were kept together, and not over a certain weight or size. The concern of once a month versus every two weeks was considered to be an issue. The pilot program would be one hundred and eighty days, then re-evaluated. Brush piles that were too large for a pickup at a certain time, and having to sit for weeks at a time until the grappler truck was discussed and a concern.

“Eliminating Wednesday, heavy, bulk trash is unacceptable in my humble opinion, Mayor Hocking commented.” Once monthly, per district would have to be with the grappling truck, so all brush disappears from that district at that once a month pickup. Is that something you want to go back to the drawing board with?”

Mr. Carroll replied, “Yes.”

Councilmember Michetich withdrew his first motion, and Councilmember Lane withdrew his second motion. **MOTION CARRIED UNANIMOUSLY.**

- ** Councilmember Michetich made a motion to table this item until Republic Services makes changes to the pilot program as just recommended by City Council.
- ** Councilmember Lane seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

Steve Carroll then introduced Calvin Wright, the new General Manager of the Southeast Houston Hauling Division, who then commented, “Republics’ plan is to provide the best service that we can to all of our citizens and all of our customers and know that, although I have only been in the market for the past two weeks, know that I have given to this pilot a lot of thought and naturally, there is no cost to the City, and going back and talking about that we are proposing is in a little more in line with what the city’s objectives are.”

- f. Discussion/possible action regarding Resolution No. **R-2016-006** authorizing publication of Notice of Intention to issue Certificates of Obligation; approving the preparation of a preliminary Official Statement and Notice of Sale; and approving other matters incidental thereto.

- ** Councilmember Michetich made a motion to adopt Resolution No. R-2016-006.



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

- g. Discussion/possible action regarding authorizing City Manager to prepare a Performance Contract Agreement (PCA) with Siemens Industry, Inc. for Water / Sewer / Wastewater Treatment Plant Capital Improvements Projects (including Leak Detection) funded through proposed Certificates of Obligations.

** Councilmember Lane made a motion to authorize City Manager to prepare a Performance Contract Agreement (PCA) with Siemens Industry, Inc. for Water / Sewer / Wastewater Treatment Plant Capital Improvements Projects (including Leak Detection) funded Through proposed Certificates of Obligations.

** Councilmember Michetich seconded.

Councilmember Michetich added, “We have looked at some things concerning the water Meters, and determined that we have some other financial needs that we have to do first, and I fully support that technology, but at some point in the future when we come back to that, I would like to see in your presentations a breakdown of all the meters that have been assessed, the brands, when you come to a recommendation to us. I would like to see the software companies, and what that relationship is, of who puts that portal, either customer or city portal, which controls all of the data collection. Is there anything proprietary that would restrict this City from pursuing a third party software writer at some point in time, any time. And, if that comes to pass, would that it would be in writing that the City can do this.”

Duval Allums, of Siemens, replied, “We absolutely can, when you guys are ready to have that discussion in detail.”

Further discussion included the ultrasonic measurement of water flow, taking before and after readings in certain meters, then at the end of three physical reading of the meters. Leak detection, not measuring water flow at this time was determined not to be included in this particular project. Actual measurement at both ends, but not necessarily ultrasonic measurements was discussed. If there is a flow meter that can be moved from one area to another area, which won’t necessarily pinpoint where the leaks are, would be the best way long term to manage a system.

Les Rumburg added, “Our planning process consisted of going through the isolation process by acquiring the new valves and getting those installed and then with the new meters in place, detecting flow and leaks that way. So, obviously, if we don’t go with the meters, we have to go with some other way of detecting it, so, we are flexible that way, but you are absolutely right. We need to change the way we are going to monitor it.”



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Mayor Hocking added, “Before you bring the contract back to us, can you adjust for the flow meters or is this part of the \$72,000?”

Ms. Allums commented, “No Sir, it is not, that is an actual devise that you would add to the contract.”

It was discussed that this would be added to the contract and brought back for the next City Council meeting.

Mayor Hocking explained what the Certificates of Obligations were going to be used for, that is included in the backup information, which also includes projects mandated by the State in the SSO Program.

Mayor Hocking added, “With all that said, this Council has agreed not to go with water meters at this time, but to go forward with a west-side Fire Station and EMT, an Emergency Management type building, which is also included in the Certificates of Obligations costs.”

(10) CITY MANAGER’S REPORT

- **Judicial**
- **Police Department**
- **Fire Department**
- **Library**
- **Public Works**
- **Animal Services**
- **Financials**

(11) EXECUTIVE SESSION- (After the Requests and Announcements)

Mayor Hocking adjourned the Regular Meeting and went into the Executive Session at 7:51 p.m.

1. Section 551. 071 (Consultation with Attorney) regarding the TWIA (Shawn Hodge Law Firm)

(12) Discussion/possible action regarding items discussed in the Executive Session.)

Mayor Hocking rejoined the Regular Meeting at 8:16 p.m.

Councilmember Michetich made a motion to give authorization to clarify the contract with Hodge Law Firm.

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



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(13) REQUESTS AND ANNOUNCEMENTS

Councilmember Brown thanked al for attending.

Councilmember Michetich congratulated the La Marque Boys Basketball Team for making it to the State playoffs.

Councilmember Lane thanked all for attending. Reported that put the organization that begun the cleaning up of Bobby Beach Park would be back out to finish up touches on the project the project. Reported that on March 25, an Easter Egg hunt will take place at Carbide Park.

Mayor Hocking thanked all for attending. Wished all a Happy Easter.

(14) ADJOURNMENT

Councilmember Michetich made a motion to adjourn the Regular Meeting at 8:17 p.m.

Councilmember Lane seconded. The Meeting adjourned.

Bobby Hocking, Mayor

Robin Eldridge, TRMC
City Clerk



DISCO DONNIE
PRESENTS

nightculture

SOMETHING WICKED

HALLOWEEN MUSIC FESTIVAL

FESTIVAL OVERVIEW &
ECONOMIC IMPACT



DISCO DONNIE
PRESENTS

nightculture

Disco Donnie Presents

Disco Donnie Presents is an award-winning and recognized leader in electronic dance music event production, founded by "Disco" Donnie Estopinal. Since the company's inception in 1994, DDP has generated over 5,000 live events, arena shows and outdoor festivals around the world, including the US, Mexico, Canada and Latin America. DDP, both on its own and through partnership, develops innovative and strategic business opportunities in live entertainment.

**Additional information is available at
www.discodonnipresents.com**

NightCulture, Inc.

NightCulture Inc. is a Houston based producer of live concerts and events. NightCulture operates in the following Texas markets: Houston, TX, Austin, TX, Dallas, TX, San Antonio, TX and is the first Electronic Music company to trade in the public markets under the ticker symbol, NGHT. <http://www.NightCulture.com>

Stereo Live, LLC, a wholly-owned subsidiary of NightCulture, operates Stereo Live, a 25,000 square foot music and live events venue located on 2 1/2 acres of land at 6400 Richmond Avenue in Houston, Texas. <http://www.StereoLiveHouston.com>

**Additional information is available at
nightculture.com**

SOMETHING WICKED

Something Wicked Music Festival

Houston, Texas
October 29 & 30, 2016
Expected attendance:
20,000-25,000 daily

Event details:

- 2 day festival
- 18 plus event
- Hours: 2pm - 12am
- Includes 3 stages of music
- 5th year event



Event fliers 2012 - 2015

[illegible][illegible]

SOMETHING WICKED

Economic Impact

The 2014 Something Wicked at Sam Houston Race Park in October was estimated to have brought in more than \$7 million to the Houston economy, according to Eventbrite ticket buyer & Google Analytics information.

2014 daily ticket sales

City	Breakdown	Tickets
Houston	38%	8532
Other	62%	14004

2014 jobs

300+ jobs created for the weekend

The numbers at a glance

- Of 2014 Something Wicked attendees,

*62% of fans are from
outside Houston.*

- 14,004 attendees were from outside Houston.

- Visitors from outside the area accounted for an

estimated *\$7,000,000* in spending
on hotels, food and transportation.

(based upon an average spend of \$250 per day).

SOMETHING WICKED

Ticket buyer geography

Buyers from 43 states

By State



By Country



Buyers from 27 countries

SOMETHING WICKED

Charitable Giving

Something Wicked Music Festival aims to be a positive fixture in the Houston community, and in the past, has donated \$10,000 to Houston's The 100 Club, a local organization dedicated to aiding the dependents of firefighters and law enforcement officers who have died in the line of duty. For 2016, Something Wicked plans to identify needs within the Houston community to give back in new ways.

Houston's 100 Club

The 100 Club financially rescues the dependents of firefighters and law enforcement officers who have died in the line of duty by paying their debts and providing an education for their children. Members also help provide life-protecting equipment such as bulletproof vests, radio equipment and armored personnel carriers for area law enforcement agencies and fund scholarships for officers to further their education in Criminal Justice.



Since 2012, Something Wicked has donated \$10,000 to aid the dependents of Houston's firefighters and law enforcement officers who have died in the line of duty.

"Our number one priority is our fan's safety, and we're proud to give back and support those who put their lives at risk to protect our community and country."

--Donnie Estopinal

CEO of Disco Donnie Presents

Mike Long of Something Wicked presents a \$10,000 check to The 100 Club.



BACKUP TO BE DISTRIBUTED AT
THE WORKSHOP
EARLIER IN THE DAY

(Proposed application)



CITY COUNCIL AGENDA FORM

Meeting Date: April 11, 2016

Prepared by: Carol Buttler

Department: Administration /
Public Services

Agenda item: 8a

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of a Performance Contract Agreement (PCA) with Siemens Industry, Inc. for Water / Sewer / Wastewater Treatment Plant Capital Improvements Projects (including Leak Detection) funded through proposed Certificates of Obligations

X

Attachments for Reference:

1. Performance Contract Agreement (PCA)
2. Third Party Engineer Response
3. Resolution No. 2016-006

STAFF BRIEFING:

- City staff have been meeting with Siemens Industry representatives on a regular basis to provide essential data and prioritize projects based on most critical need / impact to the City and overall community. (see next 2 pages)
- Mr. Olson and Mr. Pertile (Olson & Olson) reviewed the Performance Contracting Agreement (PCA) and required revisions to protect the City's interests.
- The City selected a 3rd party engineer to analyze independently all projects and related approaches/savings.
- City Council adopted a resolution for a Notice of Intent to issue Certificates of Obligation.
- PCA includes revised exhibits to reflect projects approved for funding by City Council.

HISTORY:

March 14, 2016

- The workshop session provided Council the opportunity to review and reach a consensus on the top projects as selected by City staff, hear options for funding the projects, and provide direction to the City Manager for an action item at the next City Council meeting.
- City Manager received general direction to obtain further feedback from Council before proceeding with scope of capital improvements projects and funding details.

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

September 14, 2015 – City Council authorized City Manager to enter into a Letter of Intent with Siemens Industry Inc. for the provision of Energy Performance Contracting services.

October 26, 2015 – City Council authorized City Manager to commit the City to \$55,000.00 within the Letter of Intent with Siemens Industry Inc. to recoup costs for program development, if the City of La Marque fails to execute the Performance Contracting Agreement.

November 11, 2016 – Detailed Audit Kick-Off meeting (Siemens & City staff)

January 12, 2016 – Detailed Audit Update meeting (Siemens & City staff)



CITY COUNCIL AGENDA FORM

February 29, 2016 – Conference call with Siemens, Olson & Olson, City staff to revise/finalize Performance Contracting Agreement (PCA)

March 7, 2016 – City Council Workshop Session

March 14, 2016 – City Council adopted a resolution and Notice of Intent to issue Certificates of Obligation

Staff presented funding details and a revised proposed scope of capital improvements projects.

March 29, 2016 – City Manager, Finance Director, Public Services Director met to review all revised exhibits in their entirety based on previous Council action.

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentations | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other-Contract | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	NA/ at this time
Actual Bid	NA/ at this time
Estimated Expenditure	NA/ at this time
Acct. Name(s)	NA/ at this time
Line Items #	NA/ at this time
Other Funding	NA/ at this time

STAFF'S RECOMMENDATION: Motion to approve a Performance Contract Agreement (PCA) with Siemens Industry, Inc. for Water / Sewer / Wastewater Treatment Plant Capital Improvements Projects (including Leak Detection) funded through proposed Certificates of Obligations

FISCAL IMPACT: Approximately 54% of proposed \$10,000,000.00 in Certificates of Obligation

Priority 1: Infrastructure Improvement Plan

Clearly the topic that received the greatest attention during the goals discussion with the participants was in the area of infrastructure needs. Each of the groups ranked this area of attention at or near the top of their goal recommendations. Two separate goal infrastructure statements were identified during the process including:



CITY COUNCIL AGENDA FORM

- Priority 1: Infrastructure Repair and Replacement Plan (37 votes)
- Priority 6: \$1 Million Annual Water/Sewer/Road Investment (16

votes) as these priorities are obviously linked they are presented together.

Goal I. A.

- **Develop and approve by City Council a five year prioritized listing of infrastructure repair, replacement and expansion priorities of not less than \$1 million per year by December 31, 2015.**
- **This plan will include projected sales tax revenues for five years as a primary source of revenue for financing these expenditures.**
- **Evaluate the plan annually as a part of the city's budgeting process and reestablish priorities as needed.**

Responsible Parties: Mayor, City Manager, City

Council Resources Required: staff time,

engineering resources **Evaluation**

Measurements:

1. Plan completed, approved by City Council, posted on the City's web page by the approved deadline.
2. Annual review, modification and approval of the plan by the City Council no later than September 1 of each subsequent fiscal year through FY 2022

Goal I. B.

- **Implement the five year Infrastructure Improvement Plan by investing not less than \$1 million per year beginning with FY 2017 through FY 2021 in road, water and sewer major repairs, improvements and expansion.**

Responsible Parties: Mayor, City Manager, City Council

Resources Required: \$1 million annually, staff time, engineering resources



CITY COUNCIL AGENDA FORM

Evaluation Measurement: Annual report presented to City Council by the City Manager and posted on the city's web page documenting the actual infrastructure projects completed or under contract and the amounts invested.

PERFORMANCE CONTRACTING AGREEMENT

between

City of La Marque

and

**Siemens Industry, Inc.,
Building Technologies Division**

TABLE OF ARTICLES

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. CLIENT Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

PERFORMANCE CONTRACTING AGREEMENT

Number: SAP JOB NUMBER

Article 1 AGREEMENT

THIS PERFORMANCE CONTRACTING AGREEMENT ("Agreement") is made this day of , (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CLIENT.

The CLIENT: **City of La Marque**
1111 Bayou Road
La Marque, Texas 77568

DESIGNATED REPRESENTATIVE: Ms. Carol Buttler, City Manager
PHONE: 409-938-9202 FAX:

Siemens Industry, Inc., Building Technologies Division
1000 Deerfield Parkway
Buffalo Grove, Illinois 60089

With offices at: 8850 Fallbrook Road
Houston, Texas 77064

DESIGNATED REPRESENTATIVE: Mr. Rober McMillin, PhD
PHONE: 281-949-3000 FAX: 281-949-3100

For Work and Services in connection with the following project (the "Project"):

Performance Contracting Project for the City of La Marque

The CLIENT considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:

- Lighting Improvements
- HVAC Replacements & Building Automation
- Water Meters & Automated Metering Infrastructure
- Lift Stations Enhancements
- Additional Water and Wastewater Improvements
- Additional Water Conservation Improvements

PERFORMANCE CONTRACTING AGREEMENT

Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CLIENT and SIEMENS and incorporated into the Agreement by this reference:

Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CLIENT's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

Exhibits

Exhibit A	Scope of Work and Services
Exhibit B	Payment Schedule(s)
Exhibit C	Performance Assurance
Exhibit D1	Form of Certificate of Substantial Completion
Exhibit D2	Form of Certificate of Final Completion

This Agreement, when executed by an authorized representative of the CLIENT and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CLIENT shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **City of La Marque, Texas**

(Signature) by: _____

Print Name and Title: _____

(Signature) by: _____

Print Name and Title: _____

Agreed for **Siemens Industry, Inc.**

(Signature) by: _____

Print Name and Title: _____

(Signature) by: _____

Print Name and Title: _____

PERFORMANCE CONTRACTING AGREEMENT

Article 2

Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

Acceptance means the CLIENT has signed, or is deemed to have signed, a Certificate of Final Completion.

Acceptance Date means the date on which the CLIENT signs , or is deemed to have signed, a Certificate of Final Completion.

Annual Performance Assurance Report means the document prepared by SIEMENS and submitted to the CLIENT as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

Annual Period means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

Annual Realized Savings means the actual Savings achieved by the CLIENT during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

Applicable Law means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

Baseline means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

Baseline Period means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

BTU means a British Thermal Unit and is a unit of thermal energy.

Capital Off-Set Savings means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

Certificate of Final Completion means a document, in the form attached as Exhibit D2 hereto, indicating that the Work identified in Article 1 of the Scope of Work and Services-Exhibit A has been completed in accordance with the Agreement, including all items in the Outstanding Items List(s).

Certificate of Substantial Completion means a document, in the form attached as Exhibit D1 hereto, indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement. A Certificate of Substantial Completion may be accompanied by an Outstanding Items List.

CLIENT Representative means the person identified to SIEMENS by the CLIENT as the person authorized to make decisions on behalf of the CLIENT as set forth in Section 6.1(a) hereof.

Construction Period means the period between the Effective Contract Date and the first day of the month following the Acceptance Date.

Construction Period Savings means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

Contracted Baseline means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CLIENT shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

Deferred Maintenance means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

Deliverables shall mean collectively, (a) any Equipment and any Software Product deliverable to CLIENT from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

Effective Contract Date is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

Energy Conservation Measure or **ECM** means the SIEMENS Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CLIENT hereunder, for the purpose of improving the efficiency of utility consumption.

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Equipment means the installed physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

Escalation Rate means an annual percentage increase to be applied to the previous Annual Period's energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

Facility or Facilities means the building(s) or structure(s) where Work will be installed or implemented.

Facility Improvement Measures or FIMs means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

FEMP means the Federal Energy Management Program managed by the United States Department of Energy.

FEMP Guidelines means the FEMP M&V Guidelines v. 3.0 published by FEMP as M&V Guidelines; Measurement and Verification for Federal Energy Management Projects.

Guarantee Date means the first day of the month following the date on which the CLIENT executes, or is deemed to have executed, the Certificate of Final Completion.

Guaranteed Annual Savings are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

Guaranteed Measured & Verified Savings means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

Guaranteed Savings means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period, as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

Hazardous Materials refers to the definition found in Section 11.1.

Instruments means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

Intellectual Property Rights or Intellectual Property means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

IPMVP means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

kW and kWh means kilowatt and kilowatt hour, respectively.

Maintenance Services Program or MSP means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

Material Change means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

Measured & Verified Savings means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

Oil refers to the definition found in Section 11.1.

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Operational Savings means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

Outstanding Items List means a list of items in need of completion or correction that relates to the Work, or a designated portion thereof that is Substantially Complete. The absence of such items does not deprive the CLIENT of the ability to put such Work, or a designated portion thereof to beneficial use. An Outstanding Items List may be attached to a Certificate of Substantial Completion.

Parties means the CLIENT and SIEMENS.

Performance Assurance is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

Performance Assurance Services Program or PASP means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

Performance Guarantee means the guarantee that SIEMENS makes to the CLIENT which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

Performance Guarantee Period means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

Permitted Users means the CLIENT, its employees and agents.

Savings means the Parties' intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

Savings Shortfall means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

Services means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

SIEMENS Pre-existing Intellectual Property means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

SIEMENS Product means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CLIENT. Any information that is provided by the CLIENT and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation, however, is a SIEMENS Product.

Software Product means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Equipment.

Stipulated Savings are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CLIENT and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the

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IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

Substantial Completion or Substantially Complete means the Work, or any identifiable portion thereof, which is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CLIENT will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes.

Therm is a measure of energy equal to 100,000 BTUs.

Total Guaranteed Savings means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

Work means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

Work Product Deliverable means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CLIENT in connection with the Work to be performed by SIEMENS under this Agreement.

Article 3

General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.
- 3.2 The CLIENT hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CLIENT. This Agreement is not intended, and shall not be construed to create, between the CLIENT and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CLIENT.
- 3.4 SIEMENS represents, warrants and covenants to the CLIENT that:
 - (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
 - (d) To SIEMENS best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
 - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed.
- 3.5 The CLIENT represents, warrants and covenants to SIEMENS that:
 - (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CLIENT's organizational documents, any Applicable Law, or any agreements with third parties;

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- (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
- (c) This Agreement is the legal, valid and binding obligation of the CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by the CLIENT to ensure the enforceability of the Agreement;
- (d) To the CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CLIENT that affects the validity or enforceability of this Agreement; and,
- (e) The CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

Article 4

Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
- 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."
- (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
 - (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CLIENT agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CLIENT agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CLIENT agrees to notify SIEMENS prior to or within thirty (30) days of CLIENT's knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS' discovery of a Material Change and with prompt notice to CLIENT, SIEMENS will either:
- (a) Require an adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
 - (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
- (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.
 - (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.

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- (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.
- (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CLIENT's acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.

4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and without future operational expenses, and the CLIENT declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.

- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where termination of the Performance Guarantee acts to render the Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CLIENT, or any third-party as the case may be, with any further Annual Performance Assurance Reports.
- 4.8 Siemens obligations pursuant to the Performance Guaranty shall be limited to the payments and credits based on the Savings Shortfalls, if any. ANY PAYMENTS MADE OR TO BE MADE TO THE CLIENT UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CLIENT TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CLIENT HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CLIENT'S COST OF FINANCING THE WORK. The CLIENT's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CLIENT represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CLIENT. To the extent that the deficiencies are not remedied by the CLIENT prior to the Guarantee Date, the adverse effect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CLIENT) other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CLIENT fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
 - (b) Provide access to any Facility where Work is to be performed;
 - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
 - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.

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4.12 Unless expressly contrary to Applicable Law, should the CLIENT decide to discontinue the PASP before the end of the Performance Guarantee Period, the CLIENT will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CLIENT has selected one of the following:

- (a) The CLIENT will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
- (b) The CLIENT will pay to SIEMENS 100% of the remaining value left in the PASP Annual Period, as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS' up-front costs and expenses in preparing to perform the PASP as contracted for the current Annual Period only.

4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CLIENT. In the event that the parties are unable to agree upon an engineering firm with the aforesaid thirty (30) day negotiation period, Client will select an engineer and Siemens will select an engineer and the two engineers will together select the third-party professional engineer. The determination of such firm will be final and binding upon CLIENT and SIEMENS. SIEMENS and the CLIENT will each be responsible for half of the fees of such firm.

Article 5

Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CLIENT shall make the Facility available so Work may proceed in an efficient manner.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CLIENT request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CLIENT's property upon receipt by CLIENT. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CLIENT under this Agreement, any such Instruments shall remain SIEMENS' property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS' Pre-existing Intellectual Property that may be included in the Deliverables provided to the CLIENT under this Agreement shall also remain SIEMENS property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CLIENT are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CLIENT a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CLIENT under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
- (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
 - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
 - (c) Use all such Deliverables and such Instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CLIENT are for Permitted Users' use only for the purposes disclosed to SIEMENS, and the CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent.

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- 5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and, the CLIENT shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.
- 5.4.2 In consideration of such license, CLIENT agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.
- 5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CLIENT the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CLIENT agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.
- 5.5 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CLIENT or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at the Facility shall not relieve others of their responsibility to the CLIENT or to others.

5.6 SIEMENS warrants that:

- (a) Unless otherwise agreed, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.
- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or Improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CLIENT or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CLIENT has, or should have had, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS nameplate. However, SIEMENS assigns to the CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CLIENT and not to any subsequent owner of the Equipment. The CLIENT's sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, at SIEMENS' option: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY

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DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

- 5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:
- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
 - (b) The CLIENT's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS' control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

Article 6

CLIENT Responsibilities

6.1 The CLIENT, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CLIENT regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;
- (b) Coordinate the work of contractors under CLIENT's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Provide or arrange for 12 hour, 7 day per week access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Permit SIEMENS to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CLIENT's files for a period of fifteen (15) years from the Effective Contract Date;
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;

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- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CLIENT shall furnish all needed servicing and parts for said FIMs, which parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CLIENT, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment;
 - (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services; and,
- 6.2 Unless contrary to Applicable Law, the CLIENT shall notify Siemens of all public record requests related to this Agreement and CLIENT shall forward a copy of the request to Siemens within 1 business day of CLIENT'S receipt. If Siemens opposes the request on the grounds that the request seeks SIEMENS' proprietary information, SIEMENS shall notify CLIENT of its objection and CLIENT shall afford SIEMENS ten (10) calendar days in which seek injunctive or other equitable relief at SIEMENS' sole expense. In the absence of receipt of a written objection from SIEMENS within 10 calendar days of forwarding the request, CLIENT shall comply with the records request.
- 6.3 The CLIENT acknowledges that it is now and shall at all times remain in control of the Facility during this Agreement. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CLIENT's activities or operations, the CLIENT's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the CLIENT or others at the Facility. So as not to discourage SIEMENS from voluntarily addressing health or safety issues while at the Facility, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, the CLIENT shall not hold, or attempt to hold, SIEMENS liable or responsible on account making observations, reports, suggestions or otherwise .

Article 7

Changes and Delays

- 7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS' reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CLIENT and an equitable adjustment may be made to SIEMENS' compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed. To the extent that Siemens informs CLIENT the expected delay will exceed thirty (30) calendar days, Siemens shall have no obligation to begin work prior to a fully executed written change order. .
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may propose to Client to substitute alternative parts, goods or equipment in the performance of the Work, provided that such substitution shall be of an equal or better quality. In the event Siemens receives a written objection from Client as to the proposed substitution within 7 calendar days and the parties are unable to resolve the proposed substitution, the dispute shall be resolved by an independent engineer selected in accordance with the selection provisions found in Article 4.13.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CLIENT or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period. If any such delay exceeds sixty (60) days, SIEMENS may terminate this Agreement upon three (3) days notice to the CLIENT and the CLIENT shall promptly pay SIEMENS for the allocable portion of the Work completed.

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Article 8

Compensation

- 8.1 The aggregate amount paid by CLIENT provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CLIENT in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, Client will pay in accordance with the Texas Prompt Payment Act.
- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4
- 8.5 Except to the extent expressly agreed herein, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work or Services. The CLIENT shall pay such amounts or reimburse SIEMENS for any such amounts SIEMENS pays to the extent such charges are lawfully due and payable by CLIENT and have been paid or incurred by SIEMENS in furtherance thereof. If the CLIENT claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CLIENT, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
- (a) Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
 - (b) Work and/or services performed at times other than during SIEMENS' normal working hours, unless otherwise agreed to in Exhibit A; or
 - (c) Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

Article 9

Acceptance

- 9.1 When SIEMENS believes that all or an independent definable phase or portion of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CLIENT which shall be subject to the following:
- (a) If the CLIENT concurs that the described portion of the Work as performed is Substantially Complete, the CLIENT will sign the Certificate of Substantial Completion and return it to SIEMENS;
 - (b) A Certificate of Substantial Completion may include, as an attachment to it, an Outstanding Items List prepared by SIEMENS;
 - (c) If the CLIENT does not concur that the Work is Substantially Complete, then, within five (5) business days of receiving the Certificate of Substantial Completion, the CLIENT shall notify SIEMENS in writing of the reasons it believes the Work is not Substantially Complete;
 - (d) If SIEMENS disagrees with the CLIENT as to whether the Work is Substantially Complete, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
- e) If, within fifteen (15) business days of receiving the Certificate of Substantial Completion the CLIENT fails to sign the Certificate, and within the same period the CLIENT's Representative does not deliver to SIEMENS a written notice of the reasons the CLIENT believes that the Work is not Substantially Complete, then in the mutual interests of the Project proceeding in a timely manner, the CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- After the CLIENT signs and returns to SIEMENS all of the Certificates of Substantial Completion relating to the Work, and after SIEMENS corrects and completes all of the items on all of the Outstanding Items Lists, if any, SIEMENS will submit to the CLIENT a Certificate of Final Completion which shall be subject to the following:

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- (a) If the CLIENT concurs that all of the items on all of the Outstanding Items Lists have been completed or corrected, the CLIENT will indicate its final acceptance of the Work by signing the Certificate of Final Completion and returning it to SIEMENS;
- (b) If the CLIENT does not concur that all of the items on all of the Outstanding Items Lists have been completed or corrected, then the CLIENT shall, within five (5) business days of receiving the Certificate of Final Completion, identify the items that, it believes, were not completed or corrected;
- (c) If SIEMENS disagrees that the items identified by the CLIENT have not been completed or corrected, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with section 9.3 herein;
- (d) If, within fifteen (15) business days of receiving a Certificate of Final Completion, the CLIENT fails to sign that Certificate, and, within the same period the CLIENT's Representative does not deliver to SIEMENS a written notice identifying the items on the Outstanding Items List(s) that, the CLIENT believes, were not completed or corrected, then the CLIENT will be deemed to have agreed to and signed and returned the Certificate of Final Completion.

9.3 Any disputes concerning the Substantial Completion or the Final Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CLIENT. In the event that the parties are unable to agree upon an independent engineer, Client will select an engineer and Siemens will select an engineer and the two engineers will together select the third-party professional engineer. The determination of this firm with respect to Final Completion or Substantial Completion will be final and binding upon the Parties. SIEMENS and the CLIENT shall share equally the costs or fees for such firm in connection with such dispute resolution process.

Article 10

Insurance and Allocation of Risk

10.1 SIEMENS shall maintain, at SIEMENS' expense, the following insurances while performing the Work and shall add the CLIENT as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:

- (a) Workers' Compensation at the statutory amounts and limits as prescribed by Applicable Law.
- (b) Employer's Liability Insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
 - \$1,000,000 per occurrence
 - \$1,000,000 Disease Policy
 - \$1,000,000 Each Employee
- (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS' operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
 - Products and Completed Operations
 - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
 - Broad Form Property Damage (including Completed Operations)
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability:
 - Limits of liability shall be \$1,000,000 per occurrence/aggregate
- (d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:
 - \$1,000,000 per occurrence/aggregate
- (e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:
 - \$5,000,000 per occurrence/aggregate

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- 10.2 The CLIENT will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Price identified in Exhibit B, Article 1.1, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by SIEMENS, until final payment has been made to SIEMENS or no person or entity other than the CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS' services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Facility, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT. The insurance required by this section shall include the interests of the CLIENT, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional insured on each such insurance coverage. The CLIENT and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.
- 10.3 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CLIENT upon their delivery to the Facility, and the CLIENT shall be responsible for protecting them against theft and damage.
- 10.4 SIEMENS will indemnify the CLIENT from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from SIEMENS or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with SIEMENS' performance of the Work or Services. SIEMENS' obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the negligence of the CLIENT or its agents, contractors or employees. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CLIENT OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO \$1,500,000.
- 10.5 As to Patents and Copyrights:
- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CLIENT in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CLIENT is enjoined, SIEMENS will, at its option

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and its own expense, either: (i) procure for the CLIENT the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.

- (b) SIEMENS will have no duty or obligation to the CLIENT under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CLIENT's design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CLIENT or its contractors after delivery; or, (iii) combined by the CLIENT or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CLIENT. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CLIENT shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CLIENT under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CLIENT RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

Article 11

Hazardous Materials Provisions

- 11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CLIENT represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CLIENT's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.
- 11.2 The CLIENT warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CLIENT shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remediating or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CLIENT shall sign any required waste manifests in conformance with all government regulations, listing the CLIENT as the generator of the waste. If someone other than the CLIENT is the generator of the waste, the CLIENT shall arrange for such other person to sign such manifests.

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11.4 Intentionally Omitted.

11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CLIENT's directors, officers, employees or agents, or the presence of relevant information contained in the CLIENT's books or records; and, "due inquiry" means inquiry of those persons under the CLIENT's control who should have knowledge of the subject matter of such inquiry.

Article 12

Miscellaneous Provisions

12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.

12.2 Neither the CLIENT nor SIEMENS shall assign or transfer any rights or obligations under this Agreement, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and SIEMENS without the express written consent of both Parties.

12.3 This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue for any dispute shall be the state of federal Courts in Galveston County Texas. Within no less than thirty (30) calendar days prior to the commencement of any formal legal action, the parties shall meet in person and attempt to resolve the dispute through good faith, informal mediation session. Each party shall produce an individual with the appropriate decision making authority to attend the mediation.

12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.

12.5 Intentionally Omitted.

12.6 SIEMENS' performance of the Work and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement

12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.

12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.

12.9 SIEMENS shall provide a performance and payment bond in the amount of \$the price identified in Section 1.1 of Exhibit B. The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CLIENT's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CLIENT.

Article 13

Maintenance Services Program

13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.

13.2 The CLIENT represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.

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- 13.3 If the equipment is altered or moved by any person, including the CLIENT, other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CLIENT will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CLIENT's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS' sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CLIENT. The CLIENT's failure to execute such statement within ten (10) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CLIENT.

Article 1: Scope of Work

1.1 Description: Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary for the implementation of the following measures, further described in Section 1.2 (and shall be collectively referred to as "The Work"):

- Aeration Basin Blower and Diffuser Efficiency Improvements;
- Digester Blower Replacement;
- WWTP Valve Stem Replacements;
- Leak Detection Survey of Main Distribution Line;

Facility Names & Locations:

Facility #	Facility Name	Address	Aeration Basin Improvements	Digester Blower Replacement	WWTP Valve Stem Replacement	Leak Detection Survey
101	City Hall	1111 Bayou Rd				
102	Library	1011 Bayou Rd				
103	Police Department	431 Bayou Rd				
104	Fire Station	1109 Bayou Rd				
105	Community Center	1109B Bayou Rd				
106	Public Works	1500 Municipal St				
107	Waste Water Treatment Plant	2701B Woodland St	X	X	X	
108	City Wide Improvements	Various Locations				X

1.2 Specific Elements: The Work shall include the following:

1.2.1 Aeration Basin Blower and Diffuser Upgrade

This FIM is to include the replacement of (2) existing blowers with a new high efficiency magnetic bearing turbo blowers. Additionally, this FIM includes the replacement of the coarse bubble diffuser with a new fine bubble aeration system in the complete mix aeration basin.

SIEMENS shall perform the following as part of the Blower and Aeration Efficiency Improvements:

- Provide Coordinated CAD shop drawings for all electrical systems and components;
- Commissioning support including electrical start-up and customer acceptance;
- All specified submittals, wiring documents, as-builts, and O&M manuals;
- 2009 NFPA 70E Safety compliance for new equipment;
- Replace existing blowers;
 - Remove and properly dispose of (2) existing 150 hp blower;
 - Remove existing blower starter and modify with new soft starter/feeder breakers as required for new blower utilizing existing parts as possible;

- Install (2) new Atlas Copco ZB110 Blowers applicable to design and application, one in each blower shed;
- Install one Master Control Panel (MCP), with Programmable Logic Controller and 10" panel view display.
- Programming of the blowers for dissolved oxygen (DO) control system for the aeration basins as required;
- Programming of start-stop sequences, surge alarms, safety monitoring, and shutdown controls for the blower;
- Provide Aeration system control coordination, power and instrumentation cabling for;
 - (4) DO probes (two in each basin);
- Startup and operator training, to include:
 - Two 8 hour days for the blowers;
 - Two 8 hour days for the aeration control system;
- Modify blower pad as required;
- Modify electrical as required for new blowers;
- Provide and install new aeration discharge piping to separate aeration basins from the digester and chlorine contact chamber. New piping will be installed so that the aeration basin is isolated from the existing plant and only served by the two new Atlas blowers;
- Modify existing air piping within blower building for separation of aeration basin piping from existing WWTP infrastructure;
- Replace existing aeration basin air diffuser system;
 - CLIENT to drain and dewater aeration basins prior to SIEMENS starting work.
 - Remove and dispose of up to 1,200 total cubic yards of grit and sludge in aeration basin. Per CLIENT's direction, SIEMENS has included 1,200 cubic yards in base project. Any additional grit or sludge removal in excess of 1,200 cubic yards will be billed at \$150 per cubic yard.
 - Remove and dispose of all air drops;
 - Modify air header piping to accommodate drop legs for fine bubble diffuser grids. SIEMENS to provide fittings and valves as necessary;
 - Install new Sanitaire Silver series fine bubble aeration system, or similar, in aeration basin;
 - Install control panels, power and instrumentation cabling to DO sensors;
 - Locate and install DO sensors as described previously in Aeration Basin as per manufacturer's recommendations;
- Provide and install two exhaust/ventilation fan (approximately 6000 cfm) in blower room for removal of heat load generated by blowers, including all electrical modifications and local controls.
- Segregate aeration basin piping from rest of plant processes;
 - New piping will be installed to isolate the airflow delivered to the aeration basins.
 - Piping will be connected to the new Atlas Copco turbo blowers installed by SIEMENS.
 - Manual isolation valves will be installed along the new piping.
 - Prior to piping installation, SIEMENS shall confirm with CLIENT that proposed piping will be installed as unobtrusively as possible and that it will not interfere with other plant processes.

Exclusions:

- Does not include dewatering of the aeration basins.
- Does not include working on equipment while running, including aeration basin, aerobic digester, and chlorine contact basin;

1.2.2 Digester Basin Blower Replacement

This FIM is to include the replacement of (1) existing blower with a new multi stage centrifugal blower. New blower will be installed and programmed to serve everything but the aeration basins and will be controlled using the same sequence of operation as current blowers.

SIEMENS shall perform the following as part of the Blower and Aeration Efficiency Improvements:

- Replace existing blower;
 - Remove and properly dispose of (1) existing 150 hp blower;
 - Install (1) new Atlas Copco ZM8207 Blower applicable to design and application;
 - Programming of start-stop sequence, surge alarms, all safety monitoring and shutdown controls for the blower;
 - Startup and operator training, to include:
 - . One 8 hour day for the first unit;
 - Modify blower pad as required;
 - Modify electrical as required for new blower and re-use existing starter;
 - Tie piping into existing air header;
 - Provide and install new expansion joints where applicable;
 - Provide and install Atlas Copco IB-11 Panel View display.

Exclusions:

- Does not include working on equipment while running, including aeration basin, aerobic digester, and chlorine contact basin;
- New starter for blower
- New diffusers or piping for digesters or chlorine contact chambers

1.2.3 Aeration and Digester Basin Valve Stem Replacement

This FIM is to include the replacement of (2) valve stems in the aeration basin and (4) valve stems in the digester basins with new stainless steel valve stems.

SIEMENS shall perform the following, in conjunction with and during, the Blower and Aeration Efficiency Improvements:

- Replace 4 corroded valve stems for the valves with stainless steel valve stems;
- Replace 2 corroded valve stems for the valves with stainless steel valve stems;

Exclusions:

- Dewatering of basins;
- Does not include working on equipment while running, including aeration basin, aerobic digester, and chlorine contact basin;

1.2.4 Leak Detection Survey for City Main Distribution Line

SIEMENS will perform leak detection services on one hundred and eighty one (181) linear miles of the city's main water distribution lines as indicated on the engineered drawings and data provided by the CLIENT to SIEMENS. Before commencement of the survey SIEMENS will meet with CLIENT to review the City of La Marque's water system's mapping data and develop a leak detection survey strategy. The leak detection survey will include the following:

- Acoustic leak detection will be performed on all accessible active and inactive service connections, fire hydrants, and distribution valves to identify system leaks and water loss problems for the CLIENT;
- Testing of any surface water that is identified on the ground in close proximity of the CLIENT's water system for the existence of chlorine, which is indicative of leaks.
- Geographically plot leak locations with Trimble GPS to sub-foot (<30 cm) accuracy. GPS data points will be provided to the CLIENT in an agreed upon data format;
- SIEMENS shall update the CLIENT daily regarding leak findings, leak locations and/or any other relevant problems encountered, along with pertinent information about the leaks detected, either verbally or by email. All pertinent data gathered during the leak detection project will be compiled into a final written report and delivered to the CLIENT;

Exclusions:

- SIEMENS does not guarantee detection of any or every leak from the CLIENT's water system, but that it will use commercially reasonable methods and practices to ensure a survey is conducted to best of its ability;
- Any additional analysis or surveys completed on water lines in excess of 181 linear miles;
- If CLIENT materially alters the size or scope of its water system or facilities during the term of the survey, the CLIENT agrees that the charges will be adjusted accordingly on a pro rata basis;

CLIENT provided items:

- Facilitate access to lines not publically accessible;
- Accurate engineered drawings of existing system

1.3 Technical Specifications, Drawings, and Exhibits:

- All electrical work to comply with applicable NEC guidelines;
- All O&M manuals, wiring diagrams, and manufacturer's warranties to be supplied to CLIENT;
- All lighting retrofits will be performed such that lighting levels meet or exceed current IESNA standards;
- All new HVAC equipment to comply with the most recent version of ASHRAE 90.1 minimum efficiency standards;
- Engineered drawings and as-built documentation associated with WWTP improvements

1.4 CLIENT's Responsibilities:

- Provide a designated representative to interface with SIEMENS on all issues related to the project;
- Provide for timely review of project schedules and submittals, typically a 5-day approval turn-around unless otherwise specified;
- Provide access to buildings and WWTP, with 3-day advance notice of work schedules, including coordination with building occupants and stakeholders, provide escorts as required in secure areas;
- Provide for timely review and approval of completed work, typically a 5 day turn around unless otherwise specified;
- Provide assistance for electrical utility shutdowns of sections of the facilities that may be required. SIEMENS intends to minimize disturbances and will coordinate with site management personnel to implement project with reasonable disturbances;
- Waste Water Treatment Plant will require a power shutdown for electrical work;
- CLIENT will be responsible for draining aeration basins
- Dewatering of basins for associated work with aeration diffusers and valve stem replacements;
- It is the responsibility of the CLIENT to ensure that the basins are not prematurely refilled before work can be completed;

Article 2: FIM Work Implementation Period

- 2.1 Commencement of Work: SIEMENS shall commence the Work 90 calendar days from the Effective Contract Date, and shall perform the Work diligently and shall complete the Work no later than 360 calendar days from the day of commencement.
- 2.2 *Milestones:* Specific scheduling milestones and coordination requirements will be defined in project schedule to be provided at Commencement of Work.

Article 3: Scope of Services-Performance Assurance Services Program

- 3.1 The Performance Assurance Services Program (PASP) shall be performed during the Performance Guarantee Period unless terminated in accordance with terms and conditions of Article 4 of the Performance Contracting Agreement.
- 3.2 Siemens will provide, as a part of the Performance Assurance Services Program, the following services and deliverables as described in the Performance Assurance, Exhibit C of this contract but not limited to:
- 3.2.1 One annual inspection of facilities and infrastructure associated with the scope of work of this contract. An annual inspection report will be included with the Annual Performance Assurance Report.
- 3.2.2 One Annual Performance Assurance Report for all FIMs which identifies the Savings achieved for the applicable Annual Period. Except as otherwise provided, energy savings will be calculated for each month of each Annual

Period.

- 3.3 The Annual Performance Assurance Report will be provided within 90 calendar days of the annual anniversary of the Guarantee Date.

Article 4: Scope of Maintenance Services Technical Support Program

- 4.1 CLIENT has elected to self-implement maintenance. Therefore SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.

By signing below, this Exhibit is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: **City of La Marque, TX**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS: **Siemens Industry, Inc.**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Article 1: Payment for Scope of Work

- 1.1 **Price:** As full consideration of the Work as described in Exhibit A, Article 1: Scope of Work, the CLIENT shall pay to SIEMENS **\$2,216,101.00**(plus taxes, if applicable).
- 1.2 **Escrow:** The CLIENT has agreed to deposit the Price into an Escrow Account at a financial institution satisfactory to both the CLIENT and SIEMENS. All expenses to establish the Escrow Account shall be the complete responsibility of the CLIENT and the CLIENT will receive all interest earnings from the Escrow Account. SIEMENS will submit periodic invoices to the CLIENT based on the Payment Schedule in Table B.1 below. The CLIENT shall be responsible for submitting the necessary documents to the Escrow Agent to allow for timely disbursements from the Escrow Account. The funding of the Escrow Account in an amount equal to or greater than the Price stated in Article 1.1 above shall be a condition precedent to SIEMENS obligation to perform or to continue the performance of the Work. If the Escrow Account is not funded within 60 days of the execution of this Agreement, this Agreement shall be null and void. This 60 day funding period may be extended as mutually agreed in writing by the Parties. In the event that the Agreement becomes null and void as described in this paragraph and CLIENT has previously authorized SIEMENS to proceed with the Work, the CLIENT shall be obligated to reimburse SIEMENS either: (i) for the Work performed to date; or (ii) for the Work specifically authorized by the CLIENT.
- 1.3 **Timely Payments:** The CLIENT agrees to pay SIEMENS monthly pursuant to SIEMENS payment requests. The monthly payments shall be based upon the applicable percentage of work completed through the date indicated on SIEMENS' written payment request. Other than the Mobilization and Audit Payment set forth below, Table B.1 table represents an anticipated schedule of progress payments. CLIENT agrees to pay the Mobilization and Audit payment within 45 days of execution of this Agreement. CLIENT agrees to pay the remaining progress payments invoices submitted by SIEMENS per Article 8 of the Agreement.

Table B.1 – FIM Work Draft Payment Schedule

Project Phase	Payments (\$)	Payments (%)	Draft Schedule
Mobilization & Audit	\$ 110,805	5%	Month 1
Progress Payment #1	\$ 221,610	10%	Month 2
Progress Payment #2	\$ 221,610	10%	Month 3
Progress Payment #3	\$ 221,610	10%	Month 4
Progress Payment #4	\$ 332,415	15%	Month 5
Progress Payment #5	\$ 221,610	10%	Month 6
Progress Payment #6	\$ 221,610	10%	Month 7
Progress Payment #7	\$ 221,610	10%	Month 8
Progress Payment #8	\$ 110,805	5%	Month 9
Progress Payment #9	\$ 110,805	5%	Month 10
Progress Payment #10	\$ 110,805	5%	Month 11
Retainage & Final Payment	\$ 110,805	5%	End of Project
PROJECT TOTAL:	\$2,216,101.00	100%	

Article 1 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of La Marque, Texas

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS: Siemens Industry, Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Article 2: Payment for Performance Assurance Services Program (PASP)

- 2.1 **Price:** As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein.
- 2.2 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.3 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.
- 2.4 **Termination:** See Section 4.7 of the Agreement.

Table B.2 – Performance Assurance Program Payment Schedule

Date	Annual Payments (\$)	Notes
Year 1	\$ 22,487	Year 1 Measurement & Verification
Year 2	\$ 23,161	Year 2 Measurement & Verification
Year 3	\$ 23,856	Year 3 Measurement & Verification
Year 4	\$ 24,572	Year 4 Measurement & Verification
Year 5	\$ 25,309	Year 5 Measurement & Verification
Year 6	\$ 26,068	Year 6 Measurement & Verification
Year 7	\$ 26,850	Year 7 Measurement & Verification
Year 8	\$ 27,656	Year 8 Measurement & Verification
Year 9	\$ 28,485	Year 9 Measurement & Verification
Year 10	\$ 29,340	Year 10 Measurement & Verification
Year 11	\$ 30,220	Year 11 Measurement & Verification
Year 12	\$ 31,127	Year 12 Measurement & Verification
Year 13	\$ 32,061	Year 13 Measurement & Verification
Year 14	\$ 33,022	Year 14 Measurement & Verification
Year 15	\$ 34,013	Year 15 Measurement & Verification

Exhibit B – Payment Schedules
City of La Marque, Texas

Article 2 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of La Marque, Texas

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS: Siemens Industry, Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Article 3: Payment for Maintenance Services Program (MSP)

- 3.1 **Not Applicable:** Per exhibit A, Article 4, a Maintenance Service Program, (MSP) is not included in the scope of this agreement. If the Parties later agree, SIEMENS may perform maintenance services for additional fees on a Time and Materials basis or as established in a separate maintenance agreement.

Article 3 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of La Marque, Texas

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS: Siemens Industry, Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

City of La Marque, TX

The following Articles and Tables are hereby included and made part of this Exhibit C:

Article 1	Summary of Articles and Total Guaranteed Savings
Article 2	Measurement and Verification Options
Article 3	Performance Guarantee Period Responsibilities of CLIENT
Article 4	Measurement and Verification Plan
Article 5	Baseline Data
Article 6	Utility Rate Structures and Escalation Rates
Article 7	Contracted Baseline Data

Article 1: Summary of Articles and Total Guaranteed Savings

Table 1.1 - Total Guaranteed Savings (Units)

Performance Period	Electric Energy Saved (kWh)	Electric Power Demand Saved (kW, 12 month sum)*
Construction	0	0
Annual Period 1	478,661	0
Annual Period 2	478,661	656
Annual Period 3	478,661	656
Annual Period 4	478,661	656
Annual Period 5	478,661	656
Annual Period 6	478,661	656
Annual Period 7	478,661	656
Annual Period 8	478,661	656
Annual Period 9	478,661	656
Annual Period 10	478,661	656
Annual Period 11	478,661	656
Annual Period 12	478,661	656
Annual Period 13	478,661	656
Annual Period 14	478,661	656
Annual Period 15	478,661	656
Total	7,179,915	9,184

*Demand Savings not included in Period 1 Annual Savings due to ratchet clause in the TNMP Electric Rate Structure. Demand Savings are included for Periods 2-15.

- 1.1 Table 1.1 above shows the Annual Total Guaranteed Savings in units for each year of the Performance Guarantee Period. In order to achieve these unit savings, the CLIENT must operate the Facility in accordance with the Contracted Baselines identified in Article 7.

Client represents and warrants that it is paying Siemens with available capital funds pursuant to Texas Local Government Code 302.004(a-1). Accordingly, Client acknowledges that the costs of the project will not be covered solely out of the savings realized by Client under the Agreement. Client has requested Siemens to install certain measures that are related to, connected with or otherwise ancillary to the FIM's. Exhibit A depicts all items to be installed by Siemens.

Table 1.2 – Total Guaranteed Savings (Cost)

Performance Period	Energy/Utility Savings (\$)	Operational Savings (\$)
Construction	0	0
Annual Period 1	28,895	33,000
Annual Period 2	35,709	33,990
Annual Period 3	36,780	35,010
Annual Period 4	37,884	36,060
Annual Period 5	39,020	37,142
Annual Period 6	40,191	38,256
Annual Period 7	41,396	39,404
Annual Period 8	42,638	40,586
Annual Period 9	43,917	41,803
Annual Period 10	45,235	43,058
Annual Period 11	46,592	44,349
Annual Period 12	47,990	45,680
Annual Period 13	49,429	47,050
Annual Period 14	50,912	48,462
Annual Period 15	52,440	49,915
Total	639,028	613,764

- 1.2 Table 1.2 shows the CLIENT’S guaranteed cost Savings for each Annual Period that are extrapolated from the guaranteed energy/utility unit Savings shown in Table 1.1 by multiplying the energy/utility Savings by the Baseline energy/utility rates including the stipulated Escalation Rates found in Article 6.
- 1.3 SIEMENS cannot and does not predict fluctuations in utility rates or the cost of energy. Therefore, the CLIENT and SIEMENS agree that the energy/utility cost Savings for each Annual Period will be calculated by multiplying the verified units of energy/utility Savings by the Annual Period’s stipulated energy/utility rate and Escalation Rates and not the Annual Period’s actual utility rate.
- 1.4 The determination of energy/utility Savings will follow current best practice, as defined in the IPMVP, or the FEMP Guidelines where required, unless otherwise agreed to by the Parties.
- 1.5 The Performance Guarantee does not operate to guarantee the Savings per-FIM. Rather, the calculation of Savings is based on aggregate performance of all of the FIMs contained in the Project. The projected value of such aggregate performance is contained in Table 1.2 above representing the Total Guaranteed Savings as monetized.

Article 2: Measurement and Verification (“M&V”) Options

2.1 There are five options to measure and verify energy/utility Savings: Option A - Retrofit Isolation: Key Parameter Measurement; Option B - Retrofit Isolation: All Parameter Measurement; Option C - Whole Facility; and, Option D - Calibrated Simulation. Options A through and including D are part of the IPMVP. Option E-Stipulated is based on industry accepted engineering standards and is the Option used for purposes of calculating Operational Savings.

Option A - Retrofit Isolation, Key Parameter Measurement: Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the FIM’s affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer’s specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option B - Retrofit Isolation, All Parameter Measurement: Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire Facility’s energy use are taken throughout the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole Facility, or of a sub-Facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option E - Stipulated: This Option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer’s measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CLIENT and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and

City of La Marque, TX

no further measurements or calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of this Exhibit C.

- 2.2 Table 2.1 below summarizes the first Annual Period's Guaranteed Savings (See Article 1, Tables 1.1 and 1.2) utilizing the applicable Measurement and Verification Options as applied to the referenced FIMs valued pursuant to the agreed upon amounts identified in Article 6 hereof.

Table 2.1 – Savings for First Annual Period by M&V Option

FIM	Energy/Utility Savings \$						Operational Savings \$	Total Savings \$
	M&V Options							
	A Retrofit Isolation: Key Parameter Measurement	B Retrofit Isolation: All Parameter Measurement	C Whole Facility	D Calibrated Simulation	E Stipulated	Total Energy/Utility Savings	E Stipulated	
WWTP Aeration	\$28,895	\$0	\$0	\$0	\$0	\$28,895	\$27,000	\$55,895
WWTP Digesters	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000
WWTP Valve Stems	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000
TOTALS	\$28,895	\$0	\$0	\$0	\$0	\$28,895	\$33,000	\$61,895

- 2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by the Parties. The Parties affirm that such amounts are Stipulated Savings for purposes of calculating Annual Realized Savings and acknowledge that the Guaranteed Savings identified herein have been based on CLIENT'S affirmation. **OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED DURING THE PERFORMANCE GUARANTEE PERIOD.** SIEMENS has explained to the CLIENT and the CLIENT has satisfied itself as to how Operational Savings are incorporated into the Annual Realized Savings.

Table 2.2 - Source of Operational Savings

FIM	Description	First Year Savings	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
WWTP Aeration	Reduction in labor and materials plus avoided capital cost due to blower replacement.	\$27,000	15	1
WWTP Digester	Avoided capital cost due to blower replacement.	\$5,000	15	1
WWTP Valve Stems	Avoided capital cost due to valve stem replacement.	\$1,000	15	1
Total		\$33,000		

- 2.4 The Escalation Rate applicable to the Operational Savings is 3.0%.

Article 3: Performance Guarantee Period Responsibilities of the CLIENT

In addition to the CLIENT'S responsibilities under Article 6 of the Agreement, this Article details the responsibilities of the CLIENT in connection with the management and administration of the Performance Guarantee.

- 3.1 The CLIENT will provide a representative at each Facility to coordinate work and provide the required data described below.
- 3.2 The CLIENT will provide SIEMENS with accurate Facility operating information (as defined below and Article 7 of this Exhibit C) during each Annual Period, as soon as such information becomes available to the CLIENT.
 - (a) Any Material Change to energy consuming or regulating equipment, operating schedules, business/services conducted occupancy, or hours of operation.
 - (b) Any malfunctions, failures and related changes in energy consuming or regulating equipment. Any damage to, destruction of, or condemnation of the Work.
 - (c) Executed preventive maintenance and repair records.
 - (d) Energy usage and cost.
 - (e) Annually provide copies of all water, sewer, and electric rate schedules used for billing during the previous 12 month period if changed from the previous year.
- 3.3 The manufactures warranties are passed on to the CLIENT.
- 3.4 A baseline adjustment will be made to the Siemens guarantee if it is found that installed equipment are not properly maintained per manufacture requirements as defined in the manufactures operations and maintenance manuals.
- 3.5 If applicable, the CLIENT will provide SIEMENS with copies of utility bills within thirty (30) days of receipt by the CLIENT or provide access to utility vendor information to allow SIEMENS to include a utility bill analysis in the Annual Performance Assurance Report. The utility bill analysis does not take the place of the Measurement and Verification Plan identified in Article 4 of this Exhibit C and is not used to measure the Project's performance.

Article 4: Measurement and Verification (“M&V”) Plan

The following information is applicable to this Agreement:

Article 4.1 General Overview

Article 4.2 Option A - Retrofit Isolation: Key Parameter Measurement

4.1 General Overview –

The purpose of the M&V Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each FIM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the “Baseline”) against the post-FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this Exhibit C, Article 5. The post-FIM implementation usage, consumption or efficiencies is defined as the Contracted Baseline and are described in this Exhibit C, Article 7.

4.2 Option A - Retrofit Isolation: Key Parameter Measurement

4.2.1 Blower and Aeration Efficiency Improvements

Description

The energy savings generated by this FIM are realized by displacing the use of (2) 150 hp blower with (2) new 175 hp high efficiency blower for most of the year. One new blower will be sufficient to fulfill the aeration requirements of the system for the majority of the year, while the other will act as a secondary for instances where extra aeration is required. The aeration system will be replaced with fine bubble diffusers in the basins. Dissolved oxygen level will be used to control the volume of air produced by the aeration blowers. In order to verify the energy savings, the pre-retrofit kWh will be compared to the post-retrofit kWh. The savings will be tabulated on a monthly basis and reported annually.

Calculations

Pre-Retrofit Measurements

1. Baseline Blower Average Blower Consumption Measurements (only two out of five blowers were in operational condition during period of measurement):
 - Blower 1: 104.65 kW; Blower 2: 95.16 kW
2. Annual hours of operation = 8760 hours
3. $Annual\ kWh_{pre} = (104.65\ kW + 95.16\ kW) * 8760\ hours$

Post-Retrofit Measurements

1. Blower kWh
2. Dissolved oxygen setpoint
3. Automatic control override status

Stipulated

1. Dissolved oxygen level setpoint = 7.0 mg/l
2. Estimated theoretical blower turndown at operating point = 43.45%

Savings Calculations

$$kWh_{saved} = kWh_{pre} - \sum_{i=1}^n kWh_{post}$$
$$Cost_{saved} = kWh_{saved} \times (\$/kWh)_{contract}$$

Where,

kWh_{saved} = total consumption energy savings

n = number of DO aeration blower kWh measurements (from VFD)

kWh_{pre} = combined pre retrofit digester blower power draw

kWh_{post} = combined post retrofit blower energy consumption

$cost_{saved}$ = calculated cost savings for this FIM

$\$/kWh_{contract}$ = kWh unit cost from contract

Article 5: Baseline Data

- 5.1 The year selected as the Baseline Period starts November 2014 and ends October 2015. Table 5.1 shows the Baseline Utility demand and consumption for the following FIMs: HVAC replacements. The WWTP aeration blower baseline operating hours are defined in Attachment 4 - WWTP Baseline Data.

Table 5.1 – Baseline Utility Consumption for Non Water Meter FIMs

FIM	Electrical Consumption (kWh)	Electrical Demand (kW)
Waste Water Aeration	1,138,650	1559.80

- 5.2 The operating practices during the Baseline Period determine the utility consumption shown in Table 5.1. This data indicates the operating characteristics that were in effect during the Baseline Period. The Guaranteed Savings provided under this Agreement are based on the efficiencies gained by implementing the Work and implementing the Contracted Baseline in Article 7 of this Exhibit C.
- 5.3 Applicable codes - Federal, State, County or Municipal codes or regulations are applicable to the use and operation of the Facility. SIEMENS will maintain the current level of Facility compliance relative to applicable codes. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed as to require SIEMENS to provide additional work or services in the event that the current applicable code or regulation is modified.
- 5.3.1 Current code compliance (identify the applicable code citation): SIEMENS will comply with applicable electrical codes.
- 5.3.2 Code changes: In the event code changes are made after execution of the Agreement, SIEMENS reserves the right to adjust its pricing to accommodate the new code requirements. Alternatively, the CLIENT may waive new code compliance so that no adjustment to the pricing is necessary.

Article 6: Utility Rate Structures and Escalation Rates

6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below.

A three percent (3%) escalation rate will be applied annually to the utility rate.

NAME OF ELECTRIC UTILITY:

- Unregulated Retail Electric Provider: Gexa Energy
- Regulated Transmission and Distribution Service Provider: Texas New Mexico Power

TABLE 6.1.1 - SUMMARY OF APPLICABLE TDSP RATE CODES

Rate Class/Code	Rate	\$/kWh	\$/kW
SSPN	Secondary Service > 5KW Municipal Pumping	\$0.060367	\$9.070048

The \$/kWh component includes the fixed REP contracted rate of \$0.0567.

TABLE 6.1.2 - SUMMARY OF APPLICABLE ELECTRIC BILLING ACCOUNTS

ESI ID	Rate Class/Code	\$/kWh	\$/kW	Function
10400513639700001	SSPN	\$0.060367	\$9.070048	WWTP East
10400513865080001	SSPN	\$0.060367	\$9.070048	WWTP West

Article 7: Contracted Baseline Data

- 7.1 Table 7.1 details the electrical operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of facility operating parameters is the Contracted Baseline and failure of the CLIENT to maintain the Contracted Baseline may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement. The WWTP aeration blower baseline operating hours are defined in Attachment 4 - WWTP Baseline Data.

Table 7.1 – Contracted Baseline Utility Consumption for Non Water Meter FIMs

FIM	Electrical Consumption (kWh)	Electrical Demand (kW)
Waste Water Aeration	659,989	813.42

This Exhibit C is attached to and made a part of the Agreement between SIEMENS and the CLIENT. BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE REVIEWED THE INCLUDED MEASUREMENT AND VERIFICATION OPTIONS AND THEIR APPLICATION TO BE USED IN CALCULATING SAVINGS UNDER THE AGREEMENT.

CLIENT:City of La Marque,
Texas**SIEMENS:**Siemens Industry,
Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS**Certificate of Substantial Completion**

PROJECT NAME:	
CLIENT:	
CERTIFICATE DATE (mm/dd/yyyy):	
CERTIFICATE NUMBER:	
PROJECT NUMBER:	

The following portions of the Work are at Substantial Completion in accordance with the Agreement.
(Insert unique Work Item such as Facility Improvement Measure title, system name, building, etc.)

Work Item:	
Warranty Start Date (mm/dd/yyyy):	
Work Item:	
Warranty Start Date (mm/dd/yyyy):	
Work Item:	
Warranty Start Date (mm/dd/yyyy):	

The Building Technologies Division of Siemens Industry, Inc. guarantees the workmanship and materials of the above Substantially Complete Work in accordance with the Agreement.

The Work indicated above has been reviewed by the CLIENT and has been found, to the best of the CLIENT's knowledge, to be Substantially Complete. Substantial Completion is the milestone in the progress of the Work at which time the Work is sufficiently complete and available for the CLIENT to have beneficial use of the Work for its intended purpose. A list of items to be completed and corrected (if any) shall be identified as the Outstanding Items List, attached to this form, and indicated by checking the appropriate box below:

Outstanding Items List Attached: ☐ No Outstanding Items Noted: ☐

The failure of the CLIENT to note items requiring completion or correction does not relieve the contractual responsibility of Building Technologies Division of Siemens Industry, Inc. to complete or correct the Work. Work found to require completion or correction after the Certificate Date of this

Exhibit D-1 – Certificate of Substantial Completion

Certificate, but within the warranty period shall be corrected in accordance with the Contract warranty Terms and Conditions.

Building Technologies Division of Siemens Industry, Inc. agrees to complete or correct all items indicated on the Outstanding Items in a timely manner.

Building Technologies Division of Siemens Industry, Inc. Representative: _____

Signature: _____ Date: _____

The CLIENT accepts the Work indicated above as Substantially Complete and assumes possession and beneficial use of the Work on the Warranty Start Date indicated above.

CLIENT: _____

CLIENT Representative: _____

Signature: _____ Date: _____

Note: The CLIENT shall, upon execution of this Certificate of Substantial Completion, assume all contractual responsibilities for maintenance, insurance, operation, and protection of the Substantially Complete Work in accordance with the Contract Terms and Conditions.

SIEMENS**Certificate of Final Completion**

PROJECT NAME:	
CLIENT:	
CERTIFICATE DATE (mm/dd/yyyy):	
PROJECT NUMBER:	

All elements of the project Work have been reviewed by the CLIENT and have been found, to the best of the CLIENT's knowledge, to be at Final Completion. All items noted in the Outstanding Items Lists associated with Certificate(s) of Substantial Completion have been resolved, and all Work as defined in Exhibit A of the Agreement is complete.

The failure of the Owner to note items requiring completion or correction does not relieve the contractual responsibility of Building Technologies Division of Siemens Industry, Inc. to complete or correct the Work. Work found to require completion or correction after the date of this Certificate, but within the warranty period shall be promptly corrected in accordance with the Agreement.

Building Technologies Division of Siemens Industry, Inc. has reviewed the project Work, as well as all contractual requirements, and the requirements for Final Completion have been met.

Building Technologies Division of Siemens Industry, Inc. Representative: _____

Signature: _____ Date: _____

The CLIENT accepts the project Work as meeting the requirements for Final Completion.

CLIENT: _____

CLIENT Representative: _____

Signature: _____ Date: _____

Mr. Les Rumburg
Director of Public Services
City of La Marque, TX
1500 Municipal Dr.
La Marque, Texas 77568

VIA email: l.rumburg@cityoflamarque.org

RE: 3rd Party Engineering Review Performance Contract

Dear Mr. Rumburg,

Bocci Engineering was pleased to provide an independent review of the Siemens Industry, Inc. Utility Assessment Report dated March 28, 2016 for the City of La Marque. Our review concentrated on the Utility Cost Reduction Measure (UCRM) #1: "Waste Water Treatment Plant Improvements" outlined in the report.

Siemens included seven UCRMs in the report as shown in Table 1. Of these, the City of La Marque selected two items including: "Waste Water Treatment Plant Improvements" and "Main Water Distribution Network Leak Detection Survey." Table 1 shows those items with energy efficiency

Item	Status	Energy Saving (Y/N)	Bocci Analysis
Waste Water Treatment Improvement: • Water Aeration and blower improvements • Wastewater digester blower replacement • Wastewater valve stem replacement	Selected	Y N N	Analysis No Analysis No Analysis
Main Water Distribution Network Leak Detection Survey	Selected	Not Selected	No Analysis
Water Meter Replacements and Retrofit with AMI	Not Selected	Not Selected	No Analysis
Lighting Efficiency Improvements	Not Selected	Not Selected A	No Analysis
Solar Powered Sign Lighting	Not Selected	Not Selected	No Analysis
Rooftop Unit Replacements	Not Selected	Not Selected	No Analysis
Ductless Mini-Split Insulation	Not Selected	Not Selected	No Analysis

Bocci a licensed Professional Engineering firm (F-10047) independently reviewed the Siemens report and guarantees in accordance with public law LG-302. Bocci completed calculations to show that the Siemens results have a high likelihood of technical success. Specifically:

- We did not identify any fatal flaws that would prevent implementation of the proposed improvements
- Energy savings were conservatively estimated
- Industry norms were followed
- Contingency for Siemens appears to be reasonable

We reviewed the basic terms of the energy guarantee and found the terms to be reasonable. Bocci does not provide legal advice. The terms include an energy guarantee, guaranteed savings based on a constant escalator, maintenance requirements by the City of La Marque and a verification process based on the measurement of key parameters.

Based on our review, Bocci can see no reason not to proceed with the selected UCRMs.

Below is a description of our analysis and findings. Bocci looks forward to providing additional services mentioned in our proposal during installation and for verification during operations.

UCRM #1: Waste Water Treatment Improvements

The proposed UCRM would replace existing treatment plant coarse bubble diffusers with fine bubble diffusers, implement dissolved oxygen control with real-time measurement, separate the aeration basin from other plant processes, and replace two existing 150 hp blowers with high efficiency variable frequency drive 175 hp blowers. The bulk of the savings is expected to be through the use of fine bubble diffusers, which require less air than coarse diffusers.

Table 2 shows comparison of electric power consumption and savings calculated by Siemens Industry, Inc. and Bocci. Several assumptions are required to complete these calculations including:

- Measurements of the current fan power demand between November 11, 2015 and December 10, 2015 are representative of the full year. Remarks: Interviews revealed that operators do not regularly change the fan settings. Analysis of the data shows between 6 and 10% variation in *power demand*

over the period, which may be due to ambient conditions. Therefore, it is reasonable to assume the measured period represents most of the year. For this type of control, it is also reasonable to conclude that the fan settings are established for a near worst-case scenario and that fan power may be reduced by automated control of dissolved oxygen.

- The combined fan and motor efficiency before and after the conversion is the same. Remarks: This is a slightly conservative assumption, as a variable frequency drive application with magnetic bearings should have a higher efficiency than the existing constant speed fans.
- A constant fan discharge pressure before and after the conversion. Remarks: This is a reasonable assumption because most of the pressure required is due to static water pressure over the diffusers. A more rigorous design analysis would include the new arrangement of the diffusers, and vendor calculated fan pressure rise.
- The oxygen transfer efficiency (OTE) and oxygen requirements of course and fine bubble diffusers. Remarks: The OTE and oxygen requirements depend on the placement and arrangement of the diffusers, depth of installation, and other physical characteristics of a detailed design that was not available for this analysis. Simple generalizing approximations may be used to approximate the energy savings, which yield a range of expected savings.

As a conservative approach, Bocci assumed the actual oxygen requirement before, and after the UCRM would be the same and established by the fan power measurements. Using generalizing approximations, this assumption allows determination of the energy requirements before and after modifications. This method would not account for the operations at a lower average dissolved oxygen concentration after modifications, if the current fan setting are established for a worst case scenario.

Table 2 shows the Siemens results are slightly conservative, between 10 and 30% based on the Bocci calculations. The source of conservatism is in the assumption of the air quantity required for aeration with the existing course bubble diffusers. By assuming the air required was based on their experience, about one-half the actual flow rate, Siemens generally under-estimated the power required by the existing system; and therefore, under-estimates the savings. The Bocci calculation bases the savings on an approximation of the current air flow, which yielded a slightly higher savings rate. However, even the Bocci estimate is conservative as the actual air flow after conversion may be closer to an industry norm.

Table 2. Comparisons of Energy Savings

	SIEMENS	BOCCI	
		MIN	MAX
TOTAL KWH REDUCED	531,846	585,270	704,472
TOTAL KW DEMAND REDUCED	729	802	965
KWH ENERGY SAVINGS (\$/YR)	\$28,895	\$31,798	\$38,274
KW DEMAND SAVINGS (\$/YR)	\$5,947	\$6,545	\$7,878
TOTAL SAVINGS (\$/YR)	\$34,843	\$38,343	\$46,152

Disadvantages of Fine Bubble Diffusers

The EPA website below discusses advantages and disadvantages of fine bubble diffusers. The disadvantages include:

- Pores are susceptible to chemical and biological fouling
- Diffusers may be susceptible to chemical attack
- Airflow distribution is critical, especially at low flow rates
- Lower air flow rates may result in poor mixing in the aeration zones and higher air requirements

To account for these disadvantages, preventive maintenance is essential to clean the fine bubble diffusers. Also, the fine bubble diffuser arrangement must be such that thorough mixing occurs at lower air flow rates. In conversations with Siemens, their intent is to redesign the air-flow distribution with the vendor to assure proper mixing. Bocci recommends further evaluations of the design to ensure these objectives are met.

Additionally, the design should include an adequate number of dissolved oxygen sensors to ensure adequate measurement of oxygen levels and assurance of proper mixing. The oxygen sensors will require regular maintenance to ensure proper operation in addition to the fine bubble diffusers.

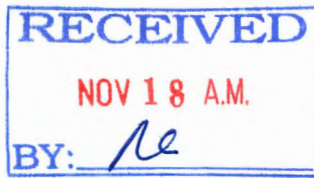
<https://www3.epa.gov/npdes/pubs/fine.pdf>

Respectfully,



Lianne Lami

Texas PE# 97185 expires 3/31/2017



CITY OF LA MARQUE, TX

✦ GATEWAY TO THE GULF ✦



October 1, 2015

Siemens Industry, Inc.
Building Technologies Division
Energy & Environmental Solutions
Attention: Deval Allums and Chad Nobles
8850 Fallbrook Road
Houston Texas 77064

Re: Letter of Intent and Approval to Proceed with Investment Grade Audit

Dear Ms. Allums and Mr. Nobles:

The City of La Marque ("La Marque") intends to contract with the Building Technologies Division of Siemens Industry, Inc. ("Siemens") for the implementation of a performance contracting program ("Program") designed to improve its infrastructure and operational efficiencies.

The Program will focus on water conservation and operational efficiencies assessed through an investment grade audit ("Audit"), which will evaluate the following measures:

1. Accuracy of existing water meters
2. Feasibility of an automatic meter reading system
3. Water/waste-water conservation opportunities
4. Indoor and outdoor Lighting upgrades
5. HVAC efficiencies

Siemens will provide the following services ("Services") during the course of the Audit:

1. Remove 75 existing water meters and install 75 new direct-read water meters
2. Transport and test the removed meters
3. Survey the large commercial meters (sizes vary from 3" and up)
4. Analyze meter-testing results and include a list of meter sizes and locations for those surveyed
5. Prepare an Audit report complete with Program costs and savings.

In order to accomplish the Audit, La Marque must provide Siemens with the following data:

- 3 years of utility data (electric, water and gas)
- Complete water meter database including the following, but not limited to, 2 years of history, address of meter, size of meter and serial number of meters
- List of all La Marque-owned facilities

While preparing the Audit, other improvement opportunities may be found, and these measures may be added, modified, delayed, or deleted from the Program, as agreed between the parties.

The objectives of the Program to be assessed in the Audit are as follows:



- Reduce water loss due to meter inaccuracies
- Identify potential energy efficiency improvements within the existing inventory of equipment
- Identify opportunities to reduce operating and utility costs
- Identify opportunities to improve facility infrastructure
- Obtain a guarantee for the Program from Siemens
- Compliance with applicable law: LG302
- Qualify energy savings and present fixed costs for proposed improvements
- Maximize utility company rebates, if available

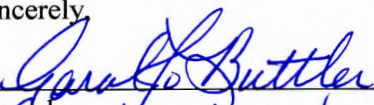
La Marque and Siemens will cooperate to finalize the technical, legal and financial components of the Program, and La Marque will pursue financing for the Program, with assistance from Siemens. La Marque also will prioritize the measures to be implemented, and Siemens will use the results of the Audit as the basis for a draft Performance Contracting Agreement ("Agreement").

This Program does not negate the recent formal Water Audit already performed by a previous vendor. The intent of this Program will be to complement the Water Audit and prepare an action plan to implement resolutions to the issues identified.

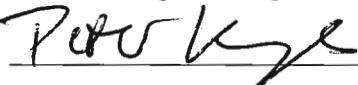
If Siemens is unable to produce an Agreement that meets the above objectives, then it shall receive no payment for its efforts to develop the Program. However, if Siemens provides an Agreement which meets the objectives defined above, and the parties execute the Agreement, then the costs associated with the Audit can be incorporated into the price of the Agreement. However, if La Marque fails to execute an Agreement with Siemens within thirty (30) days of receipt, then La Marque agrees to pay Siemens **\$55,000.00** (Fifty-Five Thousand Dollars and No cents) within thirty (30) days of invoice for the Audit Services described above.

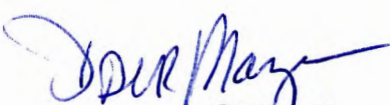
On behalf of La Marque, this Letter of Intent is approved as of the date above.

Sincerely,


 Signed Carol J. Butler
 Print City Manager
 Title

Acknowledged and agreed for Siemens:


 Signed PETER KAMPS
 VICE PRESIDENT
 FINANCE & BUSINESS ADMINISTRATION
 Print
 Title


 Name: David R. Mangano
 TITLE: Sr. Vice President
 Field Operations
 DATE: _____

Approved By Legal


 Marc B. Blanchard

RESOLUTION NO. R-2016-006

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

**THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF LA MARQUE §**

WHEREAS, the City Council of the City of La Marque, Texas (the “City”) deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (“Preliminary Official Statement”) and a notice of sale (“Notice of Sale”) in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; **NOW, THEREFORE**

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

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Clerk is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement and Notice of Sale relating to the Certificates and authorizes the City Manager or Finance Director to deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5. The City's financial advisor, U.S. Capital Advisors, LLC, and bond counsel, Bracewell LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates in accordance with the aforesaid Preliminary Official Statement and Notice of Sale.

Section 6. The Mayor, City Manager, Finance Director, City Clerk, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 7. This resolution shall take effect immediately upon its passage.

Section 8. The notice and agenda relating to this meeting and heretofore posted by the City Clerk, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED, APPROVED and ADOPTED on this the 14th day of March, 2016.

City Clerk
City of La Marque, Texas

Mayor
City of La Marque, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of La Marque, Texas (the “City”), will meet at City Hall, 1109-B Bayou Road, La Marque, Texas, 77568 at 6:00 p.m. on the 9th day of May, 2016, which is the time and place tentatively set for the final passage of an Ordinance Authorizing the Issuance and Sale of the City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2016; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto (the “Ordinance”) and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation, in the maximum aggregate principal amount not to exceed \$10,000,000 payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City’s water, sewer and wastewater system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed thirty years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction of improvements to and the rehabilitation and equipment of the City’s water, sewer and wastewater system, (ii) the construction and equipment of a public safety building, and (iii) the cost of professional services incurred in connection therewith. At the meeting specified above and prior to the adoption of the Ordinance, the City Council will hold a public hearing regarding the Ordinance.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 14th day of March, 2016.

Robin Eldridge
City Clerk
City of La Marque, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

I, the undersigned officer of the City Council of the City of La Marque, Texas, hereby certify as follows:

1. The City Council of the City of La Marque, Texas, convened in a regular meeting on the 14th day of March, 2016, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Bobby Hocking	Mayor
Keith Bell	Mayor Pro Tem and Council Member, District A
Chris Lane	Council Member, District B
Robert Michetich	Council Member, District C
Clent Brown	Council Member, District D

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND NOTICE OF SALE; APPROVING THE PREPARATION OF THE PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

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

AYES: _____ Members shown present voted "Aye."

NOES: _____ Members shown present voted "No."

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date,

hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 14th day of March, 2016.

[SEAL]

City Clerk
City of La Marque, Texas



CITY COUNCIL AGENDA FORM

Meeting Date: April 11, 2016
Prepared by: Les Rumburg
Department: Public Services

Agenda item: 8b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of proposal from ARKK Engineers to conduct a **Water System Modeling and Planning Study** for the City of La Marque

√

Attachments for Reference

1. Proposal for services from ARKK Engineers

STAFF BRIEFING:

- Based on recent estimates and adjustments to the Energy Procurement Program, staff feels it necessary to re-establish priorities in the replacement/rehab of the City's water infrastructure by establishing a baseline model and plan PRIOR to any leak detection program or additional project
- It is recommended that the Valve Replacement Program be delayed due partially to the extreme discrepancy in bid quotes versus engineer's estimate
- A portion of monies saved from the Valve Replacement program could be utilized in this Modeling/Planning project
- Funds remaining in the Valve Replacement Account could be used to replace individual valves as determined through this study
- Upon approval, Study could coincide with, and better augment, the subsequent leak detection project, previously approved and funded.
- Finance Director has been consulted, updated and has provided insight as to the expenditure of funds.

HISTORY:

- **March 24, 2016** – received proposal from ARKK Engineers
- **March, 2016** – opened bids – Valve Replacement Project
- **March 14, 2016** – After regular City Council meeting, staff received new direction on City of La Marque water system infrastructure repair/rehab

TARGET IMPLEMENTATION: If approved, Study would commence with an anticipated completion of 120 days.

SIGNIFICANT ACTION DATES:

April 12, 2016 – potential commencement date



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☒ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	\$22,500.00
Acct. Name(s)	Valve Replacement Project
Line Items #	46-7121-24-00-VALREP
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve proposal from ARKK Engineers to conduct a **Water System Modeling and Planning Study** for the City of La Marque

FISCAL IMPACT: \$22,500.00



March 24, 2016

Mr. Les Rumburg
Community Services Director
City of La Marque
1500 Municipal Drive
LaMarque, Texas 77568

Re: Proposal for Engineering Services for the City of La Marque's "**Water System Modeling and Planning**" study

Dear Mr. Rumburg:

ARKK Engineers, LLC is pleased to submit this proposal for providing engineering services on the above referenced project.

DESCRIPTION OF PROJECT

The City of La Marque is in the early stages of planning for significant long-term improvements to its municipal drinking water supply and distribution system. In order to aid in the planning of these various water system improvement projects, the City wishes to first perform a study that will prioritize needed improvements and provide the City a guide to how best to accomplish its goals. ARKK Engineers proposes to prepare a Water System Modeling and Planning Study for the City that will accomplish the following:

- Identify needed water system improvements for both short-term and long-term needs;
- Identify bottlenecks in the system and other capacity issues;
- Prioritize needed water system improvements, and provide cost estimates of the improvements;
- Determine the City's water supply and distribution system capacity to accommodate new development;
- Provide an organized plan that the City can incorporate into its budgeting and capital improvement planning ;
- Identify improvements that will improve water accountability and reduce water loss.

SCOPE OF WORK

The following presents a detailed scope of work for the Water System Modeling and Planning study. As part of the work, ARKK will:

- Coordinate with City staff to better understand their needs and requirements for the water system.
- Obtain planning data from the City to estimate population in various areas of the City for the current year, 5-year, 10-year, and ultimate conditions. Projections will be based on the existing City Limits plus areas outside the City that the City has identified for potential annexations.
- Obtain historical water usage and water production data from the City. Review accountability data and provide prioritized recommendations for accountability improvements.
- Utilize the City's water system map to create a computerized water system model. The model will be a "skeletonized" representation of the City's main water lines that are 6-inches and greater, and are looped or otherwise contribute to distribution capacity. For this study, dead-end and small diameter lines are not planned to be modeled. The software used for the modeling work will be EPANET software. EPANET is open-source software that is distributed free of charge by the United States Environmental Protection Agency and may be freely shared among the engineering and public works community. The water model will be schematic in nature, but constructed such that it is spatially accurate to a reasonable degree. This is so that the results and graphics can be readily exported into GIS Software without the need for re-scaling. The water model will be essentially traced over a Galveston County Appraisal District base map so that right-of-ways and property lines are shown, and so that the modeled pipe lengths may be automatically and correctly scaled.
- Obtain any available data of pressure and fire hydrant testing in the system from the City in order to better calibrate the model.
- Identify those areas that do not meet the required minimum pressure, flows, fire flows, tanks volumes, supply rates, and pumping rates based on the City's criteria and State regulations. Provide results for the current year, 5-year, 10-year, and ultimate conditions.
- Identify bottlenecks in the water supply and distribution systems based on current year, 5-year, 10-year, and ultimate conditions.

- Provide a map showing the locations and sizes of water distribution system improvements.
- Provide recommendations outlining the most cost effective and feasible alternatives for improving the City's water supply and distribution systems.
- Perform a site visit to each of the City's water supply plants, pump stations, tanks, GCWA meter stations, and other key locations with the City Water Dept. staff to obtain information on the overall condition of each key water supply component. Obtain input from City staff on any known system deficiencies or chronic problems and incorporate this into the final study product.
- Provide cost estimates for the recommended improvements.
- Provide the City with phased improvement plan based on current year, 5-year, 10-year, and ultimate conditions. The City will incorporate this information into its CIP as necessary.
- Prepare a report and exhibits detailing the results of the planning and modeling study.

FEE

Water System Modeling

The fee to prepare the computerized hydraulic model is the lump sum amount of: \$ 10,000.00

Water System Planning Study and Report

The fee to prepare the planning study and report is the lump sum amount of: \$ 12,500.00

TOTAL FEES: \$ 22,500.00

The anticipated time to complete the project is 120 calendar days. ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of La Marque on this very important project.

Sincerely,
ARKK ENGINEERS, LLC

David W. Kasper, P.E.
Senior Project Manager / Principal



CITY COUNCIL AGENDA FORM

Meeting Date: April 11, 2016
Prepared by: Les Rumburg
Department: Development Services

Agenda item: 8c
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid #LM 03-16 to Lopez Landscaping Services for Mowing and Debris Clean-up in the amount of \$60,000.00.



Attachments for Reference

1. **Bid Tab**

STAFF BRIEFING:

- This represents continuation of the City's revitalization effort to maintain vacant properties and related clean-up efforts
- Finance Director has reviewed
- There were ten (10) bid(s) solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- A notice was posted on the City of La Marque web site.
- Of responses submitted, three (3) qualified bids were received.
- Please see the enclosed bid tabulation for bid results.
- Staff recommends awarding the bid for LM 03-16 Mowing and Debris Clean-up to Lopez Landscaping Services, the lowest qualified bid meeting specifications.
- The bid amounts are based on specifications supplied by the City of La Marque.
- Maximum recommended rates are based on survey of area cities for mowing and debris clean-up.

HISTORY:

- City has budgeted almost \$200,000.00 in the past 4 years towards this effort

TARGET IMPLEMENTATION: April 11, 2016

SIGNIFICANT ACTION DATES: April 11, 2016



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Award of Bid | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	\$60,000.00
Actual Bid	
Estimated Expenditure	\$60,000.00
Acct. Name(s)	
Line Items #	65-6092-03-00 Blight
Other Funding	

STAFF'S RECOMMENDATION: Motion to award Bid #LM 03-16 to Lopez Landscaping Services for Mowing and Debris-Clean-up in the amount of \$60,000.00.

FISCAL IMPACT: \$60,000.00 (approved by City Council for current budget)



Welcome to the City of La Marque Gateway to the Gulf

LM 03-16

ITEM	SIZE	UOM	DESCRIPTION	Est Qty	MAX RATE	PROPOSED PRICE Lopez Landscaping Services	PROPOSED PRICE Parrish & Parish Tractor	PROPOSED PRICE GASA Construction
1	LOT	-	CLEAR AND MOW LIGHT DEBRIS	-	-	-		
1a	0-7,500	sf	light debris; weed& grass height 12" < 48"	1	\$ 60.00	\$ 52.80	\$ 80.00	\$ 100.00
1b	0-7,500	sf	light debris; weed& grass height 48"+	1	\$ 90.00	\$ 79.20	\$ 100.00	\$ 140.00
1c	7,500- 15,000	sf	light debris; weed& grass height 12" < 48"	1	\$ 80.00	\$ 70.40	\$ 90.00	\$ 130.00
1d	7,500- 15,000	sf	light debris; weed& grass height 48"+	1	\$ 150.00	\$ 132.00	\$ 160.00	\$ 170.00
1e	15,000- 22,500	sf	light debris; weed& grass height 12" < 48"	1	\$ 100.00	\$ 88.00	\$ 110.00	\$ 260.00
1f	15,000- 22,500	sf	light debris; weed& grass height 48"+	1	\$ 180.00	\$ 158.40	\$ 195.00	\$ 390.00



Welcome to the City of La Marque Gateway to the Gulf

TEM	SIZE	UOM	DESCRIPTION	Est Qty	MAX RATE	PROPOSED PRICE Lopez Landscaping Services	PROPOSED PRICE Parrish & Parrish Tractor	PROPOSED PRICE GASA Construction
2	LOT	-	CLEAR AND MOW MODERATE DEBRIS	-	-			
2a	0-7,500	sf	Moderate debris; weed& grass height 12" < 48"	1	\$ 80.00	\$ 70.40	\$ 90.00	\$ 150.00
2b	0-7,500	sf	Moderate debris; weed& grass height 48"+	1	\$ 150.00	\$ 132.00	\$ 160.00	\$ 180.00
2c	7,500-15,000	sf	Moderate debris; weed& grass height 12" < 48"	1	\$ 100.00	\$ 88.00	\$ 110.00	\$ 220.00
2d	7,500-15,000	sf	Moderate debris; weed& grass height 48"+	1	\$ 180.00	\$ 158.40	\$ 190.00	\$ 250.00
2e	15,000-22,500	sf	Moderate debris; weed& grass height 12" < 48"	1	\$ 140.00	\$ 123.20	\$ 150.00	\$ 500.00
2f	15,000-22,500	sf	Moderate debris; weed& grass height 48"+	1	\$ 250.00	\$ 220.00	\$ 260.00	\$ 750.00



Welcome to the City of La Marque Gateway to the Gulf

ITEM	SIZE	UOM	DESCRIPTION	Est Qty	MAX RATE	PROPOSED PRICE Lopez Landscaping Services	PROPOSED PRICE Parrish & Parrish Tractor	PROPOSED PRICE GASA Construction
3	LOT	-	CLEAR AND MOW HEAVY DEBRIS	-	-			
3a	0-7,500	sf	Heavy debris; weed& grass height 12" < 48"	1	\$ 110.00	\$ 96.80	\$ 120.00	\$ 500.00
3b	0-7,500	sf	Heavy debris; weed& grass height 48"+	1	\$ 180.00	\$ 158.40	\$ 190.00	\$ 1,000.00
3c	7,500-15,000	sf	Heavy debris; weed& grass height 12" < 48"	1	\$ 140.00	\$ 123.20	\$ 150.00	\$ 800.00
3d	7,500-15,000	sf	Heavy debris; weed& grass height 48"+	1	\$ 240.00	\$ 211.20	\$ 250.00	\$ 1,200.00
3e	15,000-22,500	sf	Heavy debris; weed& grass height 12" < 48"	1	\$ 180.00	\$ 158.40	\$ 190.00	\$ 1,600.00
3f	15,000-22,500	sf	Heavy debris; weed& grass height 48"+	1	\$ 250.00	\$ 220.00	\$ 260.00	\$ 2,500.00



Welcome to the City of La Marque Gateway to the Gulf

ITEM	SIZE	UOM	DESCRIPTION	Est Qty	MAX RATE	PROPOSED PRICE Lopez Landscaping Services	PROPOSED PRICE Parrish & Parrish Tractor	PROPOSED PRICE GASA Construction
4	LOT	-	CLEAR AND MOW EXTRA HEAVY DEBRIS-BOARD UP FOR SECURITY	-	-			
4a	0-7,500	sf	Extra Heavy debris; weed& grass height 12" < 48"	1	\$ 190.00	\$ 167.20	\$ 200.00	\$ 1,000.00
4b	0-7,500	sf	Extra Heavy debris; weed& grass height 48"+	1	\$ 330.00	\$ 290.40	\$ 340.00	\$ 1,300.00
4c	7,500-15,000	sf	Extra Heavy debris; weed& grass height 12" < 48"	1	\$ 230.00	\$ 202.40	\$ 240.00	\$ 1,200.00
4d	7,500-15,000	sf	Extra Heavy debris; weed& grass height 48"+	1	\$ 390.00	\$ 343.20	\$ 400.00	\$ 1,600.00
4e	Window	Each	Window board up for security purposes	11	\$ 60.00	\$ 52.80	\$ 60.00	\$ no bid
4f	Door	Each	Door board up for security purposes	1	\$ 80.00	\$ 70.40	\$ 80.00	\$ no bid



Welcome to the City of La Marque Gateway to the Gulf

TOTAL Bid	Lopez Landscaping Services	Parrish & Parrish Tractor	GASA Construction
	\$3,467.20 total all items combined	\$ 4,175.00 total all items combined	\$15,940.00 total all items combined



CITY COUNCIL AGENDA FORM

Meeting Date: April 11, 2016
Prepared by: Les Rumburg
Department: Development Services

Agenda item: 9a
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the recommendation by Planning and Zoning Commission to accept proposed Final Plat of Landing at Delany Cove Sec. 3 being 8.4 acres of land containing 40 lots (50 X 120 typical) and Five reserves in two blocks out of the Stephen F. Austin League A-2, City of La Marque, Galveston, County, Texas, including a request for variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60'X 120' to 50' X 120' in size.

X

Attachments for reference

1. Final Plat
2. Planning and Zoning Commission Minutes for March 22, 2016

Staff Briefing:

- The Planning and Zoning Commission discussed at regular meeting of March 22, 2016.
- The Commission voted to forward item to City Council with a favorable recommendation.

History

- **July 3, 2015** – Public Hearing Notice published in the Galveston Daily News on July 3, 2015
- **July 14, 2015** – Brian Gerould (representative for Delaney Cove) submitted a Preliminary Plat request to Planning and Zoning Commission.
- **March 22, 2016** – Planning and Zoning Commission held a Regular Meeting/Public Hearing and approved the Final Plat of Delany Cove Section 3 request and approved the recommendation to City Council to approve the requested Final Plat of Delany Cove Section 3.

Target Implementation: April 12, 2016

Significant Action Dates:

- **July 14, 2015** – Brian Gerould (representative for Delaney Cove) submitted a Preliminary Plat request to Planning and Zoning Commission.
- **March 22, 2016** – Planning and Zoning Commission held a Regular Meeting/Public Hearing and approved the Final Plat of Delany Cove Section 3 request and forwarded approved the recommendation to City Council to approve the requested Final Plat of Delany Cove Section 3.



CITY COUNCIL AGENDA FORM

Action:

- | | | | |
|-------------------------------------|--|--------------------------|----------------|
| ☐ | Ordinance | ☐ | Resolution |
| ☐ | Special Presentation | ☐ | Proclamation |
| ☐ | Finance Report | ☐ | Public Hearing |
| ☒ | Other- recommendation to accept Final Plat | | |

- ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter

Cost Details:

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

Staff's Recommendation: Motion to accept, as recommended by Planning and Zoning Commission, proposed Final Plat of Landing at Delany Cove to Sec. 3 being 8.4 acres of land containing 40 lots (50 X 120 typical) and Five reserves in two blocks out of the Stephen F. Austin League A-2, City of La Marque, Galveston, County, Texas, including a request for variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60'X 120' to 50' X 120' in size.

Fiscal Impact: The construction of additional new residences will increase the city's tax revenue and may potentially increase the amount of goods purchased in the city.

117



1111 Bayou
La Marque, Texas 77568
409.938.9202

Planning and Zoning Commission Minutes
Special Called Meeting
March 22, 2016

(1) CALL TO ORDER

Chairman Deanna Bethea called the Regular Meeting Planning & Zoning Committee meeting to order at 4:03 p.m.

(2) ROLL CALL

ABSENT:

PRESENT:

Chairman Deanna Bethea
Councilman Charles Castelline
Councilman Dickey Stanley
Councilman Greg Cornett

Councilman Russell Washington

STAFF PRESENT:

Les Rumburg, Director of Public Works
Erica Grundmann

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was dispensed by the Planning & Zoning Commission
Lead by Commissioner Stanley

(4) APPROVAL OF MINUTES

Commissioner Charles Castelline made a motion to accept the minutes for February 9, 2016 Councilman Greg Cornett seconds the motion, motion passed.

(5) CITIZENS COMMENTS

No citizen participation at this time

(6) NEW BUSINESS

- a. PZ-PP-LANDING AT DELANY COVE SEC. 3.** Discussion/ possible action regarding the Final Plat of Landing at Delany Cove Section 3 being 8.4 Acres of land containing 40 lots (50 X 120 Typ.) and five reserves in two blocks out of the Stephen F. Austin League A-2, City of La Marque, Galveston, County, Texas, allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' X 120' to 50' X 120' in size.

Commissioner Charles Castelline made a motion to accept the Final Plat of Landing at Delany Cove Section 3 being 8.4 Acres of land containing 40 lots (50 X 120 Typ.) and five reserves in two blocks out of the Stephen F. Austin League A-2, City of La Marque, Galveston, County, Texas, allowing a variance to Code Section 41-107(e), for the dimension



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La Marque, Texas 77568
409.938.9202

of the lots to be reduced from 60' X 120' to 50' X 120' in size. Commissioner Dickey Stanley seconds the motion, motion passed.

(7) CHAIRMAN REPORT

None at this time

(8) EXECUTIVE SESSION

The La Marque Planning and Zoning Commission for the City of La Marque, Texas reserves the Right to adjourn into executive session at any time during the course of this meeting

to discuss any of the matters listed above, as authorized the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development)

(10) REQUESTS AND ANNOUNCEMENTS

Requests by Commissioner Members for items to be placed on future Planning and Zoning 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.

(11) ADJOURNMENT

Commissioner Dickey Stanley made a motion to adjourn the meeting at 4:25 P.M. Commissioner Greg Cornett seconded. The motion passed unanimously meeting was adjourned.

Planning & Zoning Commission,
Chairman Deanna Bethea



CITY COUNCIL AGENDA FORM

Meeting Date: April 11, 2016

Prepared by: Robin Eldridge

Department: D. Pennington
Cemetery Board
Chairman

Agenda item: 9b

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding recommendation of the Cemetery Board to transfer Cemetery Plot 80, Spaces 6 and 7 in the Southeast Quadrant from Raymond Cotton to Stacy Joseph

☒ X

Attachments for reference

1. Minutes of Cemetery Board meeting held on March 3, 2016 (Draft)
2. Original Deed
3. Letter submitted

STAFF BRIEFING:

- On March 3, 2016, Stacy Joseph appeared before the Cemetery Board and submitted a letter signed by the current owner, Raymond Cotton, asking to transfer the Cemetery Deed of Plot 80, Spaces 6 and 7 in the La Marque Cemetery to his niece Stacy Joseph.
- After approval, the Transfer of Deed and necessary documents will be filed with the County Clerk's Office.

HISTORY:

- Ms. Joseph contacted City Hall seeking information on how to transfer some cemetery deeds that her uncle, Raymond Cotton, owns.
- He had told her that he has no plans of using them.

TARGET IMPLEMENTATION: April 11, 2016

SIGNIFICANT ACTION DATES:

3-3-2016 – Transfer approved by the Cemetery Board

ACTION:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒ X

Other –Transfer of Cemetery Plots

☒ X

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

Cost Details:

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



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve the recommendation from the Cemetery Board to transfer Cemetery Plot 80, Spaces 6 and 7 in the Southeast Quadrant from Raymond Cotton to Stacy Joseph

FISCAL IMPACT: Filing fees with Galveston County



CEMETERY BOARD
REGULAR MEETING
AGENDA
March 3, 2016

1. CALL MEETING TO ORDER: 6:01 p.m.

2. ROLL CALL:

PRESENT:

David Pennington
Bim Crowder
Ellen (Ellie) Haney

ABSENT:

Kurt Koopmann

STAFF:

Chaise Cary

3. APPROVAL OF MINUTES – November 5, 2015

Bim Crowder made a motion to approve the November 5, 2015, regular meeting minutes.
Ellie Haney seconded the motion. Motion passed unanimously.

4. CITIZEN'S PARTICIPATION

There was none

5. MONTHLY FINANCIAL REPORT

Bim Crowder made a motion to accept the financial report of January 31, 2015.
Ellie Haney seconded the motion. Motion passed unanimously.

6. OLD BUSINESS

- a. Discussion/after action review – Wreaths Across America Ceremony December 12, 2015
Bim Crowder stated it was really nice, appreciate all the hard work.
- b. Discussion/possible action – Review Cemetery Rules and Regulations
Mr. Pennington asked about setting up a time for a workshop to discuss rules and regulations. Possibly 4/14/16 at 6 p.m. Check availability of room. Motion to accept date and time for workshop 4/14/16 at 6 p.m.

7. NEW BUSINESS

- a. Discussion/possible action – Election of Officers
Bim Crowder made a motion for the Officer's to remain the same. Ellie Haney seconded the motion. Motion passed unanimously.

David Pennington as Chairman
Bim Crowder as Vice Chairman

- b. Discussion/possible action – Cemetery Board Five Year Plan

Ellie Haney asked about having a possible cemetery cleanup day.
David Pennington brought up how small the gate is on the fence. Chaise stated that is the size that was in the bid book, so it is correct. We need to look into widening the gate to cemetery and asked to start the bidding process.

- c. Discussion/possible action – Transferring Cemetery Plot 80, spaces 6 and 7 (Southeast Quadrant) from current owner Raymond Cotton to Stacy Joseph

Bim Crowder said the Transfer form needs to be filled out, get from Robin.

Bim Crowder made a Motion to transfer Cemetery Plot 80, spaces 6 and 7 (Southeast Quadrant) from current owner Raymond Cotton to Stacy Joseph. Ellie Haney seconded the motion. Motion passed unanimously.

- d. Discussion/possible action – Transferring Cemetery Plot 19, spaces 4 through 10 (Southeast Quadrant) from current owner

Gus Randall- 4-10 on a new deed

Bim Crowder is questioning the amount of space that is left because it is on the curb.
Need to measure before the deed is signed.

Bim Crowder made a motion to table this item and the signing the Gus Randall new deed.
Ellie Haney seconded the motion. Motion passed unanimously.

- e. Discussion/possible – Schedule next Cemetery Board meeting
April 14th, 2016 - Date of next meeting

Bim Crowder made a motion to approve the next meeting date as April 14th, 2016. Ellie Haney seconded the motion. Motion passed unanimously.

8. CHAIRMAN'S REPORT

David Pennington stated that the Cemetery Board received the Certificate from Wreaths across America

9. REQUESTS AND ANNOUNCEMENTS

Ellie Haney- reported that she was happy to be here

Bim Crowder – reported that the Cortez grave was deplorable, need sand to fill in spots.

10. ADJOURNMENT

Bim Crowder made a motion to adjourn the Cemetery Board meeting at 6:37 p.m. Ellie Haney seconded the motion. Motion passed unanimously.

David Pennington, Chairperson



THE CITY OF LA MARQUE



CEMETERY DEED

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF LA MARQUE, TEXAS, acting by and through its undersigned officer, for and in consideration of the sum of **\$500.00**, to it in hand paid by **Raymond Cotton**, the receipt of which is hereby acknowledged, has Granted Sold and Conveyed, and by these presents does GRANT, SELL and CONVEY unto the said **Raymond Cotton**, of the County of Galveston, State of Texas, the exclusive right of sepulture in and to the following grave-site, to-wit:

Southeast Quadrant
Plot 80
Space 6 and 7

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging for burial purposes and subject to the conditions hereinafter mentioned, unto the said **Raymond Cotton**, his heirs and assigns forever. The City of La Marque, Texas, does hereby bind itself, its successors and assigns to Warrant and Forever Defend, all and singular the above described property unto the said **Raymond Cotton**, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to rules and regulations for the operation of the La Marque Cemetery recorded in the office of the City Clerk of the City of La Marque, Texas and all future rules and regulations that may be promulgated by the La Marque City Council. This conveyance is further made subject to the condition that the above described property shall not be conveyed, assigned or transferred without prior consent of the City Council of the City of La Marque.

EXECUTED this the 24th day of May, A.D., 2010.


Lydia Alcala-Garcia,
City Clerk

THE STATE OF TEXAS

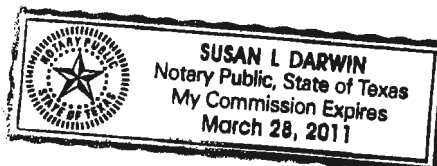
§
§
§

COUNTY OF GALVESTON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lydia Alcala-Garcia, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of May, A.D., 2010.


Notary Public in and for Galveston County,
Texas



Return to:

City Clerk

PAID

1111 Bayou Rd.

La Marque, Tx. 77568

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS


2011036528

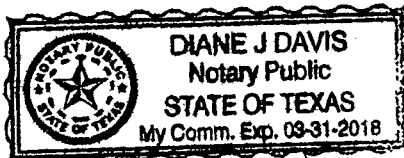
July 20, 2011 12:10:15

FEE: \$20.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

On 03/03/2016 Mr. Raymond Cotton would like to transfer ownership of Southeast Quadrant Plot 80, Space 6 and 7 located at The City of La Marque Cemetery to Stacy Joseph.

Raymond Cotton
Vella Bonnier
Stacy Joseph



Diane J Davis

2/27/2016



CITY COUNCIL AGENDA FORM

Meeting Date: 04-11-2016
Prepared by: Kyle Hunter
Department: Information Technology

Agenda item: 9c
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action authorizing the Information Technology Department to proceed with disposition of surplus property as described in the attachment by online public auction.

X

Attachments for reference

1. List of all items to be sold with a reference number, serial number, and description/photo of the item.

STAFF BRIEFING:

- Items for disposal currently are being stored in the Records Retention Center and in the outside mechanical room connected to City Hall.
- Most of the items are 20+ years old and were stored in the mechanical room by different departments over several years.
- Many of the items were relocated to the Records Retention Center until they could be inventoried properly, photographed, and submitted for auction.

HISTORY:

- This is something the Information Technology Department has taken care of since majority of equipment is miscellaneous electronic equipment shared between different departments.
- Once this item is approved by Council, the Information Technology Department will then list all items and photographs online for auction.
- If an item does not sell, staff will attempt to see if the item qualifies for donation to a non-profit organization.
- Any final items remaining will be disposed according to state guidelines.

TARGET IMPLEMENTATION: List items on auction website April 12, 2016 if approved.

SIGNIFICANT ACTION DATES:

4.12.2016- List items on auction website



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Disposal of City Property | |

- ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

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

STAFF'S RECOMMENDATION: Motion to authorize the Information Technology Department to proceed with disposition of surplus property as described in the attachment by online public auction.

FISCAL IMPACT: Revenue received from auction items will vary depending on item(s) sold.

1. Motorola 6 bay radio recharge station- S/N- ntn1177a
2. Motorola 6 bay battery maintenance system- Model N- WPLN4079BR
3. Motorola 6 bay radio recharge station- Model N- NTN1177D
4. Igauge 6 Bay Battery Maintenance system- S/N- 10500860
5. Motorola single bay radio recharge station- S/N- 1123466290
6. Box contains 9 Motorola Hand Radios, 2 of which says doesn't work. 12 batteries, which 1 says out of service. S/N - h01ucd6pw1bn. 1 Motorola Handie-Talkie FM Radio- S/N- 466AAS1010 Z. 5 Shoulder radio extenders- S/N NMN6193C and NMN6193B
7. Box Contains 1 Motorola Radio MCS 2000- S/N - 722AZY2834. 2 Motorola MCS 2000(Front and Back connections)- S/N- 000dpt0jy2. 2 Motorola Speakers- Model N - HSN4038A. 2 Motorola Hand Mics.
8. Box Contains 1 Motorola Radio MCS 2000 1 unopened Speaker 1 Unopened Mount- S/n- Cant see. 2 Motorola MCS 2000(Front and Back connections). 1 Motorola Speaker-No Model N on item. 2 Motorola Hand Mics. 1 Motorola Antenna. 1 Power Line Filter Negative Ground- S/N- TLN5277D Im not sure.
9. Box Contains 1 Motorola Radio MCS 2000 1 unopened Speaker 1 Unopened Mount-S/N - 722ABS2484. 1 Motorola Antenna.
10. Box Contains 1 Motorola Radio XTL 2500 1 unopened Speaker 1 Unopened Mount, New Wires- S/N - 624CJB0834. 1 Motorola Mic- Model N - HMN1090A.
11. Box Contains 1 Motorola Radio MCS 2000 1 unopened Speaker (Extra Long Power Cable?)- S/N - 722AZL0993. 1 Motorola Mic- Model N - HMN4069D. 1 Motorola Front Head- Model N - HCN1117B. 1 Motorola Antenna.
12. Box Contains 1 Motorola Radio MCS 2000 1 Unopened Speaker and Mount (New Cables)- S/N- 722AZY2835. 2 Motorola Mic- Model N - HMN4069D and HMN 1056D. 1 Motorola Antenna.
13. Box Contains 1 Motorola Radio MCS 2000 1 Unopened Speaker and Mount (New Cables)- S/N - 722ABE3230. 1 Motorola Antenna.
14. Box Contains 1 Motorola Radio MCS 2000 1 Unopened Speaker- S/N - 722AZy2832. 2 Motorola MCS 2000(Front and Back connections). 1 Motorola Speaker. 1 Motorola Antenna
15. Old refrigerator (from the Outside) Length= 18 1/2 inches Width = 18 1/2 Inches Depth = 17 1/2
16. Digital Imager Sharp AR-M162 Copy Machine- S/N - 6302793X.
17. Access Control Devices Incorporated- Model 2001ES.
18. Box Contains 4 and 1/2 full White Computer Labels 5000 count each box. 2 Hand Scanners with 2 Holders- S/N= Y-44-01066 and S/N = Y-20-17185
19. Box contains 2 KVM switches, 1 has 2 the other has 4 connections. No model on the 4 connection one. Belkin on the 2 connection one- S/N - F1DB102P for Belkin.
20. Dell Monitor With Stand- Model N- E173FPb
21. Box Contains 1 Tsunami Speaker System, 2 Multi-Media Speaker systems
22. 3 Motorola MCS 2000, 1 Antenex Antenna- S/N - 772AZY2833/623AZC0212/722AAS1032. 1 Motorola Fire Protector- S/N - 1122110058. 1 Hand radio with battery (Broken) - Model N- Radio H01UCD6PW1BN Battery- 02-0501. 1 Motorola MSC 2000(Front)- S/N - HCN1117B.
23. Nortel Networks Contivity 1750- Model N-DM1401147 - S/N - SSCLE638826.
24. Dell Dimension 1100 (Was told was hit by lightning and is bad).
25. JVC Dolby B-C NR HX Pro Double Cassette Deck- Model- TD-W709 S/N-148C0571
26. Panasonic KX-FL511 Laser Plain Paper Fax and Copier Function- Model KX-FL511

27. HP LaserJet 4250dtn- S/N- CNGXH41450.
28. Swintec 640 (Electric Typewriter).
29. Brother Printer HL-4040CDN- S/N - U62213L8J325852.
30. Small Safe Box(No Key I think).
31. Large Safe (Broken Keypad).
32. Dell OptiPlex GX270 (missing front cover)- Service Tag- DC71P31.
33. Dell OptiPlex GX260- Service Tag- GWQPZ11.
34. Dell Dimension 1100- Service Tag- HCFXN91.
35. Dell Dimension 1100 (Front Cover is lose) - Service Tag- H8Q4P91.
36. Dell OptiPlex 170L- Service Tag- J9N7L61.
37. Dell OptiPlex 170L (CD Drive was replaced with different model, Front cover Missing)- Service Tag- 2BN7L61.
38. Brother Printer HL-4040CDN (Covered in printer Ink Red)- S/N - U62213J8J294910
39. Box Contains Old BadgerMeter Pocket PC with recharge stand (2 Wires but I think the power cord is missing)- S/N - SA0101766R. Recharge Stand S/N S99A268497
40. TCX-21 Time Recorder- S/N – 341145955.
41. Box Contains Badger Meter Pack Fast Charger and little charges, 3 batteries (one says no good).
42. Box Contains 22 Motorola 7.5 Nickel-Cadmium Battery (5 said to be bad)- Kit Number- NTN741A. 1 Data Safe Sealed Rechargeable Lead-Acid Battery (Bad). 1 Dell Battery Module Laptop Battery.
43. Genicom 4840 Printer- S/N 9516-9-52869.
44. Mini Mobile Interrogator- S/N 000165.
45. Tiex Daisy Patch Panel- Part Number - WOS-PP-48-2-M-3.
46. Tiex System 3X AS/400 Daisy Panel (5 ports installed can be expanded to 7)- S/N -11509.
47. IBM 3476 InfoWindows- S/N 88 Z5381.
48. IBM 3476 InfoWindows- S/N - 88 AF450.
49. IBM Mainframe AS400.
50. ImageSharp ARM35OU Copier (Working but overheats)- S/N 35033434
51. 3 Biggest ones Height 83 1/3 Width 57 1/3
52. 3 Medium Height 83 1/3 Width 35
53. One Height 83 1/3 Width 17
54. One Height 83 1/3 Width 23
55. One Height 83 1/3 Width 29 1/3
56. One 43 height 29 width.
57. Large Hanging Cabinets 57 1/2 x 16 x 14 57 1/2 Length 16 Width 14 Depth
58. 2 of 14 x16 x33 33 length 16 Width 14 Depth
59. Canon P120-DH Calculator- S/N 327071.
60. Canon CP1250D Calculator - S/N 20012825
61. Monroe 7I30 Calculator - AB101191
62. Texas Instruments TI-5045 SV Calculator - 699286 T-1294.

1. Box Contains 1 Motorola Speaker. 11 Motorola Radio Shoulder Walkie Talkie- M/N- NMN6193C and PMMN4045B. 8 Impres Adaptive Charger- M/N- WPLN4114AR. 6 Motorola XTS 2500I-M/N0H46UCF9PW6AN. 1 Motorola MTS 2000 FLASHport- M/NH01UCD6PW1BN. 1 Motorola XTS 5000R- M/N- H18UCF9PW6AN.
2. Acer LCD Montor- M/N AL1516 A
3. Cop Car Mounted PC
4. Dell Optiplex GX60-S/N- 739VBM21
5. Server for a rack
6. Canon MP25D III Calc
7. HP OfficeJet Pro 8500A
8. Radio with Tripp Lite PR-60- S/N- 776txe1746 - M/N- t73ta7ta7bk
9. 1 Motorola Beeper charger / Alert
1 Motorola Beeper Minitor III/Director 3 Programmer- M/N- NYN8355B. 2 Motorola Minitor III Beepers- S/N MR5BYE25CL and 253BZQ225D
10. Dell Dimension 2400- Service Tag- 3WRZ641
11. Motorola Base Power Supply- Model - TPN 1154A
12. Dell Optiplex 755- Service Tag- 1SK3MD1
13. Model DVR-3016N- S/N- T546200089
14. Brother Printer- Model - HL-4040CDN
15. Dell Optiplex GX260- Service Tag- D0HLL21
16. Dell Dimension 2400- Service Tag- 6WRZ641
17. Dell Dimension 1100-Service Tag- 1DFXN91
18. Dell Optiplex- Service-Tag- BD24KC1
19. Dell Latitude D510- Service-Tag- BZNM091
20. HP Compaq nx9010- SN- 2UA402P2KD
21. Dell Inspiron 1150- Service Tag- 995MC51
22. HP Pavillion xz148 with Bag- SN- TW23901828
23. Toshiba Satellite U305-S7448- SN- X7018605W
24. Dell Poweredge SC420- Service Tag- B67KY71
25. Dell Dimension 3000- Service Tag- 3LHC381
26. Dell Optiplex 755- Service Tag- GRK3MD1
27. Dell Optiplex GX150- SN- D252R01
28. Dell Dimension 9100- SN- 9CY0N81
29. Dell Dimension Poweredge SC1420-Service Tag- JQC0TB8
30. Nortel Networks Contivity 1100-Model Number- DM1401155 SN- SSCMF30JSN
31. Dell Optiplex 170L- Service Tag- 4SL7Y51
32. Dell Inspiron 530- Service Tag- 9DV8DF1
33. Dell Optiplex 170L- Service Tag- 1BN7L61
34. Motorola Handie-Talkie RM Radio- SN 466AZY3339 Z
35. Motorola Handie-Talkie RM Radio- SN 466AZY3330 Z
36. Acer AcerPower PF5- SN- PDP2200008603055BBEK02

37. HP Color Laserjet CM2320nf MFP- SN- CNF9B3PPST
38. Motorola MTS 2000- SN - 466AZY5875 Z
39. Panasonic CF-29- SN - CF-29CTKGZKM
40. Acer TravelMate 2480- SN- LXTH306043719016AC2500
41. Acer TravelMate 2480- SN- LXTH306043719016A32500
42. Motorola HT 1000- SN- Not Found
43. Dell Docking Station- Model Number - PR01X
44. Dell Docking Station - Model Number - PR01X
45. Dell Docking Station With Lifiable Base- Model Number - PR01X
46. Mini PCs- No model number or SN
47. Mini PCs- No model number or SN
48. Dell Battery Pack for ML:D620- ML: D620
49. 7 Bluetooth 3.0 M3s Optical Mouse
50. Secode Unit 300 Radio Phone- SN- 730403
51. Lathem FaceIN clock in device
52. Panasonic CF-VKBL03 Mobile Keyboard- MN- CF-VKBL03M
53. Motorola MCS 2000-SN- 623IXL0316
54. Motorola MCS 2000 Radio- SN- 722AZY1868
55. Astron RS-20A- SN- 9501278
56. Motorola MCS 2000- SN- 722AZY1870
57. Motorola MCS 2000- SN- 722AZY1865
58. Motorola MCS 2000- SN- 722AZY1897
59. Motorola MSC 2000 FLASHport- SN- 466AZL4249 Z
60. Motorola MSC 2000 FLASHport- SN- 466AZL4250 Z
61. Motorola MSC 2000 FLASHport- SN- 466CEG1585
62. Motorola MSC 2000 FLASHport- SN- 466AZY3332 Z
63. Motorola MSC 2000 FLASHport- SN- 466CEG1587
64. Motorola MSC 2000 FLASHport- SN- 466AZY5871 Z
65. Nortel Networks Contivity 1100- SN- SSCMF30JSJ
66. Nortel Networks Contivity 1100- SN- SSCMF30JS0
67. Venstar T1800 Thermostat
68. White Rodgers Thermostat
69. Cisco ASA 5505 Series- SN- JMX135140U3
70. Nortel Networks BayStack 460-24T-PWR Switch With Cascade Module - SN- SDNIHR0F41



CITY COUNCIL AGENDA FORM

Meeting Date: April 11, 2016

Prepared by: Les Rumburg

Department: Public Services

Agenda item: 9d

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action providing City Manager direction on a potential Inter-local agreement with Galveston County to address the 2015 Street Repair program.



Attachments for Reference

1. Preliminary Estimate of cost (provided by County)
2. Current accounting for 2015 Street Projects
3. Previous estimate as generated in-house by City staff

STAFF BRIEFING:

- In 2014, Council was presented an estimate of 2015 Street Projects based on in-house estimate.
- Council asked for an engineer report on potential cost for repairs of a more extensive nature – should the project require
- Shortly after receiving the above estimate, Council was made aware of possible assistance through Galveston County
- Following a discussion with select County Commissioners, staff was advised to forward the 2015 Street Project to the County for their consideration
- After much discussion and a change in County personnel, staff was forwarded the estimate under consideration
- Due to the timing of submittal by the County, and due to the discussion being conceptual in content, this item has not been reviewed by either an Engineer or City Attorney.
- Finance Director has reviewed as evidenced by the submittal of current account information.

HISTORY:

- August 2014 – City Council considers staff estimate of cost for streets selected in the (then) 2014 Street Project
- March 2015 – Cobb/Fendley Engineers provided cost estimate for projected full rehab of selected streets
- October 2015 – Staff directed to work with Galveston County to determine if City streets could be considered in County program
- March 2016 – County submits projected cost to rehab streets selected for City of La Marque 2015 Street Project



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION: If approved, City Manager and staff would work with County to formulate InterLocal Agreement to be returned to City Council at their May 9, 2016 Regular meeting.

SIGNIFICANT ACTION DATES:

- August 2014 – City Council considers staff estimate of cost for streets selected in the (then) 2014 Street Project
- March 2015 – Cobb/Fendley Engineers provided cost estimate for projected full rehab of selected streets
- October 2015 – Staff directed to work with Galveston County to determine if City streets could be considered in County program
- March 2016 – County submits projected cost to rehab streets selected for City of La Marque 2015 Street Project

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – InterLocal Agreement | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	\$281,134.25
Actual Bid	
Estimated Expenditure	\$244,316.12
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to provide City Manager direction on a potential Inter-local agreement with Galveston County to address the 2015 Street Repair program.

FISCAL IMPACT: Estimated \$244,316.12 proposed to be charged against Capital Project Account "2015 Street Projects"

City of LaMarque

2016

Street		Length	Width	Sq Yds	Base	Slurry	S.C	HMAC	Materials	Labor	Equipment	TOTAL	COST/LF	COST/SY	COST/SF	COMMENTS
N Campus Heights	In-place, SC, HMAC	370	28	1,151	\$ -	\$ 4,141.41	\$ 769.26	\$ 5,867.65	\$ 5,868							
N Campus Heights	In-place, SC, HMAC	740	28	2,302	\$ -	\$ 8,282.82	\$ 1,538.52	\$ 11,735.29	\$ 11,735							
N Campus Heights	In-place, SC, HMAC	-	75	491	\$ -	\$ 1,765.15	\$ 327.87	\$ 2,500.90	\$ 2,501							
N Campus Heights	In-place, SC, HMAC	-	75	491	\$ -	\$ 1,765.15	\$ 327.87	\$ 2,500.90	\$ 2,501							
		1,110		4,435		\$ 15,954.52	\$ 2,963.52	\$ 22,604.73	\$ 22,605	\$ 6,416.30	\$ 4,589.00	\$ 33,610.03	\$ 30.28	\$ 7.58	\$ 1.08	Reclaim, 1.5" HMAC
Volney	In-place, SC, HMAC	1,360	22	3,324	\$ -	\$ 11,960.52	\$ 2,221.64	\$ 16,945.94	\$ 16,946							
Volney	In-place, SC, HMAC	420	22	1,027	\$ -	\$ 3,693.69	\$ 686.10	\$ 6,942.83	\$ 6,943							
		1,780		4,351		\$ 15,654.21	\$ 2,907.74	\$ 23,888.77	\$ 23,889	\$ 4,660.00	\$ 3,386.00	\$ 31,934.77	\$ 17.94	\$ 7.34	\$ 0.82	Reclaim, 2" HMAC
Dalian	In-place, SC, HMAC	1,850	24	4,933	\$ -	\$ 17,748.90	\$ 3,296.82	\$ 25,147.05	\$ 25,147							
		1,850		4,933	\$ -	\$ 17,748.90	\$ 3,296.82	\$ 25,147.05	\$ 25,147	\$ 4,660.00	\$ 3,386.00	\$ 33,193.05	\$ 17.94	\$ 6.73	\$ 0.75	Reclaim, 1.5" HMAC
Maxwell	In-place, SC, HMAC	2,100	20	4,667	\$ -	\$ 16,789.50	\$ 3,118.62	\$ 31,558.33	\$ 31,558							
		2,100		4,667	\$ -	\$ 16,789.50	\$ 3,118.62	\$ 31,558.33	\$ 31,558	\$ 6,416.30	\$ 4,589.00	\$ 42,563.63	\$ 20.27	\$ 9.12	\$ 0.72	Reclaim, 2" HMAC
Banana	In-place, SC, HMAC	1,400	24	3,733	\$ -	\$ 13,431.60	\$ 7,653.33	\$ 19,030.20	\$ 19,030							
		1,400		3,733		\$ 13,431.60	\$ 7,653.33	\$ 19,030.20	\$ 19,030	\$ 2,333.20	\$ 1,426.00	\$ 22,789.40	\$ 16.28	\$ 6.10	\$ 0.58	1.5" HMAC Only
Martin L King	In-place, SC, HMAC	1,048	20	2,329	\$ -	\$ 8,378.76	\$ 1,556.34	\$ 11,871.22	\$ 11,871							
Martin L King	In-place, SC, HMAC	2,575	20	5,722	\$ -	\$ 20,587.13	\$ 3,824.02	\$ 29,168.31	\$ 29,168							
		3,623		8,051		\$ 28,965.89	\$ 5,380.36	\$ 41,039.53	\$ 41,040	\$ 5,833.00	\$ 4,411.50	\$ 51,284.03	\$ 14.16	\$ 6.37	\$ 0.51	Reclaim, 1.5" HMAC
Partridge	In-place, SC, HMAC	1,400	20	3,111	\$ -	\$ 11,199.00	\$ 2,079.08	\$ 15,858.50	\$ 15,859							
Partridge	In-place, SC, HMAC	400	20	889	\$ -	\$ 3,198.00	\$ 594.02	\$ 4,531.00	\$ 4,531							
		1,800		4,000		\$ 14,391.00	\$ 2,673.10	\$ 20,389.50	\$ 20,390	\$ 4,898.70	\$ 3,653.00	\$ 28,941.20	\$ 16.08	\$ 7.24	\$ 0.57	Reclaim, 1.5" HMAC
		13,663	31	34,170	\$ -	\$ 122,935.62	\$ 27,993.49	\$ 183,658.12	\$ 183,658.12	\$ 35,217.50	\$ 25,440.50	\$ 244,316.12	\$ 18.99	\$ 7.15	\$ 0.72	
								\$ 334,587.23								

**CITY OF LA MARQUE
2015 STREET PROJECTS**

City of La Marque	Invoice		General Bank Account		North Campus Heights	Volney	Dalian	Maxwell	MLK	Partridge	Cumulative Total
Activity Description	Date	Check#	Debit	Credit	Construction	Construction	Construction	Construction	Construction	Construction	Project Expenditures
Budget					\$37,640.00	\$44,520.00	\$49,760.00	\$65,218.00	\$82,924.00	\$50,000.00	\$330,062.00
Amended Budget											
Original Contract Price					\$11,997.00	\$18,662.00	\$19,995.00	\$22,661.00	\$39,990.00	\$19,995.00	\$133,300.00
Change Order No. 1											\$0.00
Change Order No. 2											\$0.00
Change Order No. 3											\$0.00
Revised Contract Price						\$18,662.00	\$19,995.00	\$22,661.00	\$39,990.00	\$19,995.00	\$133,300.00
Cobb Fendley	06/22/15	120384		\$22,994.75	\$2,069.53	\$3,219.27	\$3,449.21	\$3,909.10	\$6,898.43	\$3,449.21	\$22,994.75
Cobb Fendley	07/07/15	120521		\$14,366.50	\$1,292.99	\$2,011.30	\$2,154.98	\$2,442.30	\$4,309.95	\$2,154.98	\$14,366.50
Cobb Fendley	09/03/15	120980		\$11,566.50	\$1,040.99	\$1,619.30	\$1,734.98	\$1,966.30	\$3,469.95	\$1,734.98	\$11,566.50
Totals for FY 2015			\$0.00	\$48,927.75	\$4,403.51	\$6,849.87	\$7,339.17	\$8,317.70	\$14,678.33	\$7,339.17	\$48,927.75
STREET PROJECTS AS OF 3/24/2016:											
			ORIGINAL BUDGET AMT	ENCUMBRANCE	VERIFIED AMT EXPENDED (OBLIGATED) TO DATE	OVERALL REMAINING BUDGET AMT (by Line Activity)	OUTSTANDING ENCUMBRANCE (to date)				
North Campus Heights	45-7120-12-00		\$37,640.00	\$11,997.00	\$4,403.51	\$33,236.49	\$7,593.49				
Volney	45-7121-12-00		\$44,520.00	\$18,662.00	\$6,849.87	\$37,670.13	\$11,812.13				
Dalian	45-7122-12-00		\$49,760.00	\$19,995.00	\$7,339.17	\$42,420.83	\$12,655.83				
Maxwell	45-7123-12-00		\$65,218.00	\$22,661.00	\$8,317.70	\$56,900.30	\$14,343.30				
MLK	45-7124-12-00		\$82,924.00	\$39,990.00	\$14,678.33	\$68,245.67	\$25,311.67				
Partridge	45-7125-12-00		\$50,000.00	\$19,995.00	\$7,339.17	\$42,660.83	\$12,655.83				
Total			\$330,062.00	\$133,300.00	\$48,927.75	\$281,134.25	\$84,372.25				

The following streets were identified as priority candidates for rehabilitation, by City Council District, as follows:

District A - North Campus Heights

District B – Volney

District C – Dalian Street

District D – Winding Way and Banana Street

Mayor - Maxwell

A visual survey was conducted, and street lengths and widths were measured. Additionally, observations and recommendations were formulated, as outlined below. Following the discussion a detailed cost estimated is provided, with two (2) options.

North Campus Heights

Street is a T – shaped street, paved in asphalt with concrete curb and gutter. The upper portion of the T has cul de sacs located on each end. The lower portion of the T measured 370 ft. long by 28 ft. wide. The upper portion measured 740 ft. long by 28 ft. wide. The cul de sacs were approximately 40 ft. wide. Calculated total square yards is 3,650. General asphalt condition is poor, with severe weathering of asphalt surface, exposing aggregate. Recommend milling 2 inches and overlay with 1.5 inches HMA, Type D Asphalt. Estimate approximately 288 tons of asphalt. Cost estimate is \$37,640.

Volney

Street is partially asphalt paved, partially gravel. Paved portion measures 1,360 ft. long by 22 ft. wide. Unpaved portion is 420 ft. long by 22 ft. wide. Calculated total square yardage is 1,027 for the unpaved portion and 3,325 for the paved section. Asphalt condition is poor, with visible base failure and cracking. Unpaved portion is good. Recommend 2 inch milling of asphalt paving followed with 1.5 inch overlay. Unpaved portion should be blade leveled and crowned, followed by overlay with 2.0 inches HMA, Type D Asphalt. Estimate approximately 370 tons asphalt. Cost estimate is \$44,520.

Dalian Street

Street is paved in asphalt, and is 1,850 ft. long by 24 ft. wide, for a total of 4,930 square yards. Asphalt condition is poor, with minor base failure and severe cracking and surface aging. Recommend 2 inch milling and 1.5 inch overlay with HMA, Type D Asphalt. Estimate approximately 388 tons asphalt. Cost estimate is \$49,760.

Maxwell

Street is paved in asphalt, with a portion partially missing. The first portion of the street is in good condition. Repairs were measured from the missing pavement section to Bayou Road, and is 2,100 ft. long by 20 ft. wide, for a total of 4,667 square yards. Asphalt condition is poor, with minor base failure and severe cracking and surface aging. Recommend 2 inch milling and 2.0 inch overlay with HMA, Type D Asphalt. Estimate approximately 490 tons asphalt. Cost estimate is \$65,218.

Banana Street

Street is paved in asphalt, and is 1,400 ft. long by 24 ft. wide, for a total of 3,733 square yards. Asphalt condition is good, with no visible base failure or cracking. Surface condition shows aging. No rehabilitation is recommended at this time. However, if desired, a 1.5 inch overlay with HMAC, Type D Asphalt. No milling is required. Estimate approximately 294 tons asphalt. Cost estimate is \$23,520.

Winding Way

Street is paved in concrete, with no curb or gutter. Street measures 1,500 ft. long by 20 ft. wide, for a total of 3,334 square yards. Condition is fair, with minor edge failure and severely weathered surface. However, street is not experiencing base failure or severe cracking. Because the surface cannot be overlaid with asphalt without cracks and other defects reflecting though over time, the entire pavement must be removed and replaced. It is doubtful if the subgrade is any stabilization or base due the age, therefore the subgrade must be stabilizes and new concrete pavement must installed. As shown in the follow-up detailed cost estimate, several additional costs are required to replace this street. Total cost to remove existing concrete, stabilize subgrade and replace with 6 inch reinforced concrete is \$246,670.

Discussion

Total cost to rehabilitate the streets selected for Districts A, B, C and the Mayor total 197,138. Total cost for the 2 streets selected for District D is \$270,190. Neither street selected for District D is in poor shape. A review of the Street Condition report presented to the council in the spring reveals a more suitable candidate for rehabilitation, and a significantly reduced cost. The following is a discussion of Martin Luther King Blvd.

Martin Luther King Blvd.

Street stretches form Ross Street to Oak Street. One portion in the center is in good to fair shape, therefore on the portions in poor condition are recommended for rehabilitation. The first portion stretches from Ross Street to a point 54 feet south of Shady lane, and measures 1,048 ft. long by 20 ft. wide, for a total of 2,329 square yards. The second portion runs from Banana Street to Oak Street, and measures 2,575 ft. long by 20 ft. wide, for a total of 5,722 square yards. Both sections total 8,051 square yards. Asphalt condition is poor, with minor base failure and severe cracking and surface aging. Recommend 2 inch milling and 1.5 inch overlay with HMAC, Type D Asphalt. Estimate approximately 490 tons asphalt. Cost estimate is \$82,924.

Option 1 – Original Proposed Streets

North Campus Heights – 3,650 SY

2" Mill – 3,650 SY@ \$4.00/SY	\$14,600	
1.5 " overlay – 288 tons @ \$80/T	<u>23,040</u>	
Total		\$37,640

Volney Street – 3,325 SY Paved – 1,027 SY Unpaved

2" Mill 3,325 SY @ \$4.00/SY	\$13,300	
1.5 " overlay – 262 tons @ \$80/T	20,960	
2.0 " overlay – 108 tons @ \$95/T	<u>10,260</u>	
Total		\$44,520

Dalian Street – 4,930 SY

2" Mill – 4,930 SY@ \$4.00/SY	\$18,720	
1.5 " overlay – 388 tons @ \$80/T	<u>31,040</u>	
Total		\$49,760

Maxwell Street – 4,667 SY

2" Mill – 4,667 SY@ \$4.00/SY	\$18,668	
2.0 " overlay – 490 tons @ \$95/T	<u>46,550</u>	
Total		\$65,218

Banana Street – 3,733 SY

1.5 " overlay – 294 tons @ \$80/T	<u>\$ 23,520</u>	
Total		\$23,520

Winding Way – 3,334 SY

Mobilize	\$15,000	
Traffic Control	15,000	
Remove Existing Concrete 3,334 SY @ \$6.00/SY	20,004	
Stabilize Subgrade 3,334 SY @ \$5.00/SY	16,670	
Lime – 76 Tons @175.00/Ton	13,300	
6 inch reinforced concrete 3,334 SY @ \$50/SY	<u>166,700</u>	
Total		\$246,670

Misc. Expenses

Mobilization for Asphalt Streets	\$25,000	
Testing (Asphalt and Concrete)	20,000	
Engineering	<u>70,000</u>	
Total		\$115,000

Grand Total Option 1 **\$582,328**

Option 2 – Delete Winding Way and Banana Street and substitute Martin Luther King Blvd.

North Campus Heights		\$37,640
Volney Street		44,520
Dalian Street		49,760
Maxwell Street		65,218
Martin Luther King Blvd. – 8,051 SY		
2" Mill – 8,051 SY@ \$4.00/SY	\$32,204	
1.5 " overlay – 634 tons @ \$80/T	<u>50,720</u>	
	Total	\$82,924
Misc. Expenses		
Mobilization for Asphalt Streets	\$25,000	
Testing (Asphalt)	10,000	
Engineering	<u>42,000</u>	
	Total	<u>\$ 77,000</u>
Grand Total Option 2		<u>\$357,062</u>

Supplemental – Add Partridge Street

Partridge Street – Garrett St. to Fleming St. - 3,102 SY

2" Mill – 3,102 SY@ \$4.00/SY \$12,408

1.5 " overlay – 244 tons @ \$80/T 19,520

Total \$31,928

Partridge Street – Fleming St. to Dead End - 800 SY

2" Mill – 800 SY@ \$4.00/SY \$ 3,200

1.5 " overlay – 63 tons @ \$80/T 5,040

Total \$ 8,240

Total Supplemental \$40,168



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: April 11, 2016
SUBJECT: City Manager Report- **March 2016 Activity**

a. Judicial

- See report attached.

b. Police

• **Staffing Levels**

There are four (4) vacancies in the Telecommunications Section with one (1) Telecommunicator in training. Employment applications are being vetted and the process will continue until the positions are filled.

The police department sworn police personnel level has one (1) vacancy.

• **Training**

The following individuals attended training during the month of March:

- Officer J. Johnson - TCIC/NICI Full Access
- TCO Supervisor T. Crawford – Advanced Communication Training Officer
- Sergeant G. Rodriguez – “Supervising the Toxic Officer”
- Officer N. Perales – Arrest, Search and Seizure (ICC)
- Detective E. Arredondo – Canine Encounters (TCOLE mandate)

• **Operations**

On March 5th the La Marque Police Department and the La Marque Municipal Court participated in the annual “Warrant Roundup” which is a State-wide event. Statistics will be published by the La Marque Municipal Court.

• **Overtime Utilization**

The Police Department has one Peace Officer vacancy and four (4) Telecommunicator vacancies (functionally 5 vacancies due to 1 TCO in training). March saw an increase in overtime due to several factors. The department attended mandatory training for all city

employees which necessitated overtime for employees who were off due to conflicting work schedules. Additionally, overtime was necessary to provide crime scene security at the location of a cold-case investigation in Houston which involved several law enforcement agencies. Late calls, staff shortages, special investigations, 'Warrant Round-Up' and court appearances required overtime expenditures as well.

c. **Fire**

• **Personnel:**

LMFD hired three (3) employees during the month of March. Two (2) are fully certified by the Texas Fire Commission and State Department of Health Services and, the other is currently certified by the Texas Fire Commission, but will be required to re-engage the EMT curriculum in early May to recertify with the State Department of Health Services as an Emergency Medical Technician. One (1) additional applicant is undergoing employment review, background check, and medical evaluation for potential employment and subsequent placement in the **"Internship Program"**.

• **Operations:**

All apparatus are currently operational. LMFD Fire Apparatus and Medic Units continue to experience an exceptionally high rate of mechanical failures and unscheduled maintenance and/or service due in large measure to aging of our fleet, particularly our Medic Units. The 1935 Antique Fire Engine sustained moderate damage during an accident at the MLK parade (the other driver's fault) and remains in a collision center for repairs.

• **Training:**

LMFD currently has one (1) Fire Fighter enrolled in an EMT-Paramedic licensure program at Alvin Community College as a condition of employment, and one (1) Fire Fighter is enrolled in an EMT-Advanced licensure program at Galveston College. Completion is anticipated during the summer. Testing for the National Registry of Emergency Medical Technicians' licensure will follow.

• **Overtime Utilization:**

Overtime is required to maintain acceptable and safe staffing levels depleted by scheduled and/or unscheduled leaves of absence, training, special work assignments, and ongoing vacancies not yet filled by fully certified personnel.

FY 2016 YTD: \$82,364.17

March MTD: \$11,847.11

• **Other:**

Statistical information:

Average Response Times: 5:37

Engine Company Responses for Service:

MTD: 114

YTD: 652

Medic Responses for Service:

MTD: 174

YTD: 1,023

Mutual Aid Given and Received:

MTD Given: 10
YTD Given: 57

MTD received: 29
YTD received: 159

Detailed statistical information enclosed

d. Library

- See report attached.

e. Public Services

- **Public Works Administrative Assistant** – For the month of February, compared to last year, there was an increase in calls for sewer stops, Billing Department, Wednesday pick-up, pot holes, ditches/drainage, Director, Inspections (Development Services), customers at the window and community service. There was a decrease in calls for water leaks, leaks at the meter, low pressure, blue cart/trash pick-up, bulk pick-up, culverts, supervisors, City Hall Admin Assist. and miscellaneous calls.

Parks – For the month of February, compared to last year there was an increase in hours for Bayou City Park, Lagana Park, City Hall, Library/Walter Feigle Park, Police Department and Lake Road/Grebb/Charity; there was a decrease in Highland Bayou, Jaycee, Martin Luther King Jr., Mahan and Westlawn Parks, Cemetery, La Marque Sign @ Hwy 3 and bus stops. There were no pavilion rentals for the month.

- **Right-of-Way Maintenance** – For the month of February, compared to last year there was an overall decrease in hours with the exception of traffic sign repair man hours and man hours checking drains and ditches.
- **Utility 22 - Water & Sewer Maintenance** – For the month of February, compared to last year there was an increase in calls for water leaks, turning on/off water for citizens, clean-out tops replaced and line locates; there was a decrease in calls for sewer stops, and sewer lines repaired.
- **Utility 24 – Water & Waste Water** – For the month of February, compared to last year there was an increase in rainfall, flow totals, chemicals used, surface water, residual samples, lift station pump hours, man hours at well stations and dead-ends flushed; a decrease in plant man hours and fire hydrants weed-eated.
- **Utility 24 – Water & Waste Water Maintenance** – For the month of February, there was an overall decrease 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

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. Administration

Connect Transit

See report attached

Animal Services

See report attached

g. Financials

See report attached

JUDICIAL DEPARTMENT



**CITY OF LA MARQUE
COURT STATISTICS
February 2016**

Judicial Monthly Report
February 2016

	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	5797	1	6	2202	1835	456	10,297	51,925	9,596	46,868
Active Cases	1669	1	3	350	282	167	2,472	13,762	2,232	11,086
Inactive Cases	4128	0	3	1852	1553	289	7,825	30,781	7,693	35,782
New Cases Filed	507	2	0	82	95	38	724	3143	631	3165
Cases Reactivated	137	0	0	53	61	7	258	647	338	1146
All Other Cases Added	0	0	0	0	0	0	0	0	0	0
Total Cases on Docket	2313	3	3	485	438	212	3,454	17,552	3,201	15,397
Dispositions Prior to Trial:										
Uncontested Dispositions	216	0	0	44	53	9	322	1,875	349	223
Dismissed by Prosecution	15	0	0	6	1	24	46	175	32	88
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	10	0	0	0	0	0	10	44	64	675
By the Court	0	0	0	0	0	0	0	5	4	246
By the Jury	0	0	0	0	0	0	0	0	0	0
Acquittals:										
By the Court	0	0	0	0	0	0	0	355	0	0
By the Jury	0	0	0	0	0	0	0	3	0	0
Dismissed by Prosecution	0	0	0	0	0	1	1	39	12	148
Compliance Dismissals:										
After Driver Safety Course	63						63	203	47	181
After Deferred Disposition	71	0	0	4	5	0	80	222	39	307
After Proof of Financial Responsibility	4						4	24	8	43
	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	13	0	0	2	0	0	15	68	11	87
All Other Dispositions	2	0	0	1	0	0	3	507	0	0
Total Cases Disposed	394	0	0	57	59	34	544	3,466	566	2,720
Cases Placed on Inactive Status	151	0	0	66	78	6	301	1135	535	1733
Total Cases Pending End of Month:	5,910	3	6	2,227	1,871	460	10,477	51,597	9,661	47,313
Active Cases	1,768	3	3	362	301	172	2,609	12,951	2,100	10,964
Inactive Cases	4,142	0	3	1,865	1,570	288	7,868	38,648	7,561	36,369
Show Cause Hearings Held	27	0	0	6	3	0	36	108	32	211
Cases Appealed:										
After Trial	0	0	0	0	0	0	0	380	1	13
Without Trial	0	0	0	0	0	0	0	116	5	5



**CITY OF LA MARQUE
COURT STATISTICS
February 2016**

	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	0	4	4	8
Non-driving Alcoholic Beverage Code Case	1	4	3	5
Driving Under Influence of Alcohol Cases F	0	0	0	0
Drug Paraphernalia Cases Filed	1	2	1	1
Tobacco Cases Filed	0	2	0	1
Failure to Attend School Cases Filed	0	0	0	0
Education Code Cases Filed (except fail to	0	0	0	0
Curfew Violation Cases Filed	0	0	0	4
All Other Non-traffic Fine-only Cases Filed	4	14	6	21
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	5	22	8	24
Class A and B Misdemeanors	6	26	10	36
Felonies	2	13	4	18
Arrest Warrants Issued:				
Class C Misdemeanors	128	475	558	1774
Capias Pro Fine Issued:				
Class C Misdemeanors	58	246	1	497
Emergency Protection Orders Issued	2	3	0	0
Stolen Property Hearings Held	0	1	0	1
Cases Satisfied by Community Service:				
Partial Satisfaction	1	3	2	4
Full Satisfaction	5	23	10	47
Cases Satisfied by Jail Time Credit	56	297	60	433
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	\$112,700.70	\$316,710.79	\$107,739	\$366,872.00
Remitted to State	\$52,123.54	\$123,838.53	\$43,761.00	\$156,786.00
Total	\$164,824.24	\$474,210.54	\$151,500	\$523,658.00

POLICE DEPARTMENT

GALVESTON COUNTY SHERIFF

Events by Nature Code by Agency

Agency: LMPD, Event date/Time range: 03/01/2016 00:00:00 - 03/31/2016 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	ALARM	0	0	68	68	3%	0:02:56	0:07:13	0:07:02	19:06:22	0:16:52
	ANIMAL COMPLAINT DOMESTIC	0	1	18	19	1%	0:09:48	0:06:36	0:13:53	8:56:17	0:28:14
	ASSAULT	0	0	14	14	1%	0:06:57	0:06:16	0:42:46	12:14:57	0:52:30
	ASSIST CITIZEN	0	11	55	66	3%	0:09:34	0:05:03	0:14:13	29:30:18	0:26:49
	ASSIST EMS	0	0	10	10	0%	0:00:12	0:02:59	0:05:41	1:27:39	0:08:46
	ASSIST OTHER AGENCY	0	17	49	66	3%	0:04:33	0:05:48	0:21:27	32:21:37	0:29:25
	ATTEMPT TO SERVE WARRANT	0	84	2	86	4%	0:00:11	0:03:35	0:07:40	12:19:34	0:08:36
	AUTO PEDESTRIAN ACCIDENT	0	0	2	2	0%	0:02:19	0:03:52	0:26:07	1:04:37	0:32:19
	BAR CHECK	0	8	6	14	1%	0:01:10	0:00:06	0:11:43	2:57:41	0:12:42
	BURGLARY OF BUILDING	0	0	3	3	0%	0:03:13	0:06:34	0:35:53	2:17:02	0:45:41
	BURGLARY OF HABITATION	0	0	13	13	1%	0:06:38	0:04:36	0:38:16	10:33:58	0:48:46
	BURGLARY OF MOTOR VEHICLE	0	0	8	8	0%	0:08:50	0:08:29	0:20:07	4:59:31	0:37:26
	BUSINESS CHECK	0	333	44	377	17%	0:00:06	0:03:10	0:09:59	66:05:19	0:10:31
	CHILD CUSTODY	0	0	3	3	0%	0:06:22	0:00:38	0:45:41	1:59:55	0:39:58
	CIVIL MATTER OR STANDBY	0	0	30	30	1%	0:09:05	0:05:32	0:16:25	15:30:50	0:31:02
	CODE ENFORCEMENT INVESTIGATION	0	1	0	1	0%	0:00:01	0:00:00	0:23:01	0:23:03	0:23:03
	CRIMINAL MISCHIEF	0	0	14	14	1%	0:07:41	0:06:47	0:26:19	9:31:02	0:40:47
	DEAD ON SCENE	0	0	1	1	0%	0:00:05	0:03:27	2:14:57	2:18:29	2:18:29
	DISORDERLY CONDUCT	0	0	1	1	0%	0:00:20	0:04:20	0:23:54	0:28:34	0:28:34
	DISTURBANCE	0	4	70	74	3%	0:03:44	0:03:52	0:23:26	36:19:47	0:29:27
	DRUNK OR INTOXICATED PERSON	0	0	14	14	1%	0:02:20	0:06:07	0:30:48	9:09:36	0:39:15
	DUP	0	1	1	2	0%	0:00:04	0:00:00	0:00:00	0:32:26	0:16:13
	FIRE - NON SPECIFIC	0	0	1	1	0%	0:00:59	0:00:00	0:00:00	0:12:07	0:12:07

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
	FLEET ACCIDENT	0	1	0	1	0%	0:00:00	0:00:00	0:13:27	0:13:27	0:13:27
	FRAUD - FORGERY - CC ABUSE	0	0	18	18	1%	0:04:56	0:11:00	0:36:05	15:36:25	0:52:01
	FSGI ACCIDENT	0	1	10	11	0%	0:02:16	0:10:33	0:23:27	6:15:47	0:34:10
	GENERAL INFORMATION CALL	0	0	2	2	0%	0:06:37	0:09:23	0:16:07	1:04:16	0:32:08
	HARASSMENT - ALL TYPES	0	0	9	9	0%	0:18:18	0:08:05	0:16:35	6:11:38	0:41:18
	INJURY TO A CHILD	0	0	1	1	0%	0:02:11	0:00:06	5:00:57	5:03:14	5:03:14
	JUVENILE PROBLEM	0	0	9	9	0%	0:02:31	0:06:58	0:40:00	7:25:31	0:49:30
	LOUD MUSIC OR NOISE	0	1	40	41	2%	0:08:31	0:07:03	0:07:20	15:14:24	0:22:18
	MENTAL HEALTH	0	0	27	27	1%	0:15:18	0:04:17	0:27:02	20:59:05	0:46:38
	MISCELLANEOUS	0	13	0	13	1%	0:00:02	0:02:22	0:06:18	1:31:43	0:07:03
	MISSING PERSON ADULT	0	0	3	3	0%	0:04:08	0:03:41	0:44:38	2:37:22	0:52:27
	NARCOTICS CRIMES	0	0	4	4	0%	0:05:26	0:02:55	0:10:39	1:16:03	0:19:01
	OPEN DOOR	0	1	3	4	0%	0:03:04	0:05:34	0:07:05	0:57:20	0:14:20
	OVERDOSE	0	0	1	1	0%	0:00:06	0:01:45	0:20:22	0:22:13	0:22:13
	PERSON WITH WEAPON	0	0	2	2	0%	0:01:15	0:03:07	0:22:51	0:54:26	0:27:13
	PRISONER DETAIL	0	5	26	31	1%	0:03:56	0:04:28	0:24:19	16:06:44	0:31:11
	RECOVD CHILD/PERSON/RUNAWAY	0	0	2	2	0%	0:08:45	0:06:01	1:29:08	3:27:48	1:43:54
	RESIDENTIAL CHECK	0	251	3	254	11%	0:00:03	0:01:31	0:10:28	44:31:18	0:10:34
	RUNAWAY JUVENILE	0	0	3	3	0%	0:13:09	0:02:40	0:27:37	2:10:20	0:43:27
	SEX CRIME	0	0	1	1	0%	0:02:10	0:09:08	0:31:33	0:42:51	0:42:51
	SHOTS FIRED	0	0	11	11	0%	0:07:15	0:05:02	0:10:18	3:59:27	0:21:46
	STRANDED MOTORIST	0	3	5	8	0%	0:02:07	0:05:04	0:08:16	1:42:09	0:12:46
	SUICIDE ATTEMPTED OR COMPLETED	0	0	2	2	0%	0:02:07	0:01:02	0:48:16	1:42:52	0:51:26
	SUPPLEMENTAL INFO TO PREV CASE	0	27	33	60	3%	0:03:20	0:03:54	0:17:42	28:20:23	0:28:20
	THEFT / LOST PROPERTY	0	3	52	55	2%	0:04:38	0:08:16	0:42:25	50:16:41	0:54:51
	THREATS ALL CATEGORIES	0	0	18	18	1%	0:09:39	0:07:46	0:31:38	14:28:44	0:48:16

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
	TRAFFIC COMPLAINT	0	5	37	42	2%	0:08:20	0:05:14	0:10:09	15:26:54	0:22:04
	TRAFFIC STOP	0	455	0	455	20%	0:00:02	0:00:00	0:10:00	76:06:26	0:10:02
	UNCONSCIOUS PERSON	0	0	2	2	0%	0:00:15	0:01:25	3:06:17	6:15:53	3:07:57
	UNDESIRABLE PERSON	0	0	26	26	1%	0:03:32	0:06:21	0:18:04	11:46:56	0:27:11
	WARRANT ARREST ON VIEW	0	5	29	34	1%	0:03:21	0:06:47	0:38:26	26:50:25	0:47:22
	WELFARE CHECK	0	0	41	41	2%	0:04:54	0:06:01	0:20:33	20:36:18	0:30:09
	Subtotals for No Summary Code	0	1231	847	2078	92%	0:04:26	0:05:03	0:33:55	690:35:44	0:41:15
	CHILD ABUSE NON SPECIFIC	0	0	1	1	0%	0:06:49	0:07:52	0:26:37	0:41:18	0:41:18
	MISSING CHILD - NOT RUNAWAY	0	0	3	3	0%	0:02:16	0:03:44	0:12:55	0:56:48	0:18:56
	Subtotals for CAC	0	0	4	4	0%	0:04:32	0:05:48	0:19:46	1:38:06	0:30:07
	AUTO PEDESTRIAN ACCIDENT	0	0	2	2	0%	0:02:15	0:03:50	2:00:35	4:13:21	2:06:41
	DUP	0	0	1	1	0%	0:00:09	0:06:05	0:52:28	0:58:42	0:58:42
	MAJOR ACCIDENT	0	0	9	9	0%	0:02:23	0:03:53	0:46:48	7:57:35	0:53:04
	MINOR ACCIDENT	0	2	30	32	1%	0:03:56	0:04:13	0:48:27	29:55:22	0:56:06
	Subtotals for MVA	0	2	42	44	2%	0:02:11	0:04:30	1:07:04	43:05:00	1:13:38
	RECOVERED OR FOUND PROPERTY	0	2	5	7	0%	0:05:16	0:07:24	0:09:24	2:14:22	0:19:12
	TRESPASSING	0	0	2	2	0%	0:02:29	0:00:00	0:00:00	0:37:38	0:18:49
	UNAUTH USE OF MOTOR VEHICLE	1	0	4	5	0%	0:06:20	0:09:56	1:02:02	5:13:14	1:18:19
	Subtotals for PROP	1	2	11	14	1%	0:04:42	0:08:40	0:35:43	8:05:14	0:38:47
	SEX OFFENDER VIOLATION	1	0	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
	Subtotals for SEX	1	0	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
	SUSPICIOUS CIRCUMSTANCES	0	3	34	37	2%	0:04:05	0:04:06	0:15:26	13:54:12	0:22:33
	SUSPICIOUS PERSON	0	8	30	38	2%	0:04:31	0:03:41	0:15:23	13:59:44	0:22:06
	SUSPICIOUS VEHICLE	0	16	19	35	2%	0:02:59	0:04:39	0:12:30	9:45:20	0:16:43

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
	VIOLATION OF PROTECTIVE ORDER	0	0	2	2	0%	0:02:52	0:05:10	0:32:28	1:20:58	0:40:29
	Subtotals for SUSP	0	27	85	112	5%	0:03:37	0:04:24	0:18:57	39:00:14	0:25:28
	FAMILY DISTURBANCE	0	0	16	16	1%	0:02:57	0:04:24	0:24:07	8:23:39	0:31:29
	ROBBERY	0	0	1	1	0%	0:01:38	0:05:59	0:14:47	0:22:25	0:22:25
	STABBING	0	0	1	1	0%	0:01:58	0:01:15	1:53:07	1:56:20	1:56:20
	Subtotals for VICR	0	0	18	18	1%	0:02:11	0:03:53	0:50:40	10:42:24	0:56:45
Subtotals for LMPD		2	1262	1007	2271	100%	0:04:10	0:05:03	0:35:22	793:06:42	0:42:25

FIRE/EMS

NET COLLECTIONS

YEAR	2015			2016		
MONTH	10	11	12	1	2	3
	\$23,879.31	\$23,944.32	\$27,075.68	\$16,070.68	\$13,047.73	33,804.09

YEAR						
MONTH	4	5	6	7	8	9

YTD TOTAL: \$104,017.72

YTD FEES PAID TO INTERMEDIX-----COLLECTION RATE

DATE	PAYMENT
10/02/2015	\$595.99
11/02/2015	\$130.12
12/02/2015	\$1,680.68
01/02/2016	(\$310.61)
02/02/2016	\$174.12
03/02/2016	\$1,440.68

YTD TOTAL: \$3,710.98
AVERAGE PYMT: \$618.49

YTD Average: 21%

***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	2015	123	\$166,350.80	107
11	2015	138	\$189,498.80	125
12	2015	142	\$166,350.80	121
01	2016	119	\$139,942.60	94
02	2016	107	\$135,837.80	92
03	2016	133	\$163,164.60	108
04	2016			
05	2016			
06	2016			
07	2016			
08	2016			
09	2016			
YTD TOTALS:		762	\$961,145.40	647

City of La Marque

Fire Department

Month: March 1st to March 31st
Year: 2016

	Current Month: 03/01/16 to 03/31/16	Current Month/ Previous Year: 03/01/15 to 03/31/15	Previous month: 2/01/16 to 2/29/16	Fiscal Year to Date: 2015-2016	Previous Year to Date: 2014-2015
Fires-	3	5	9	35	32
Overpressures/ Explosions-	0	0	0	0	1
Rescue and EMS-	168	144	138	969	904
Haz-Mat-	3	10	3	31	39
Good Intent-	11	14	13	78	80
False Alarm-	8	8	6	54	37
Mutual Aid Received from(FIRE)-Texas City-	0				
Mutual Aid Given to (FIRE)- Texas City-	0				
Mutual Aid Received from(EMS)- Texas City-	27				
Mutual Aid Given to(EMS)- Texas City-	1				
Mutual Aid Received from(FIRE)-Bayou Vista-	0				
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 Given to (FIRE)- Galv. Fire-	0				
Mutual Aid Rec'd (EMS)-Galv. EMS	0				
Mutual Aid Given to (EMS)-Galv. EMS	2				
Mutual Aid Rec. from(FIRE)Hitchcock	0				
Mutual Aid Given to (FIRE) – Hitchcock	3				
Mutual Aid Rec. (EMS) – Hitchcock	0				
Mutual Aid Given (EMS)-Hitchcock	3				
Mutual Aid Given to (EMS) – All Others	1				
Mutual Aid Given to (FIRE) – All Others	0				
Mutual Aid Received (EMS)- All Others-	2				
Mutual Aid Received from(Fire)- All Others-	0				

All others= Dickinson, Life Flight, PHI, Tiki Island, San Leon, Santa Fe, etc...

EMS CALL STATISTICS FY 2016-2017
La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH														
Disposition	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT		
Encounters	123	138	138	119	107	133								
Transports	112	121	117	95	89	120								
Aeromedical	0	0	0	0	0	0								
Dead On Scene	1	3	2	0	2	1								
Refusals	10	14	20	24	16	12								

RESPONSE TIMES PER MONTH (minutes)														
Unit Status	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT		
Dispatch - Location	5	6	5	5	5	6								
Location - To Hospital	15	16	15	15	18	15								
To Hospital - At Hospital	13	9	8	8	9	9								
At Hospital - In Service	28	26	27	28	32	34								
Location - At Hospital	28	25	23	21	26	24								
Dispatch - At Hospital	34	32	28	27	31	30								
Dispatch - In Service	59	53	51	51	58	61								

CALL STATISTICS 2016
La Marque Fire/Rescue

PATIENT TRANSPORTS BY RECEIVING FACILITY													
Facility Code	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
CStJoseph	0 0%	0 0%	0 0%	0 0%									0 0%
MD	0 0%	0 0%	0 0%	0 0%									0 0%
WomenTx	0 0%	0 0%	0 0%	0 0%									0 0%
MHSE	0 0%	0 0%	0 0%	0 0%									0 0%
UTMBHosp	4 4%	9 10%	11 9%	0 0%									24 7%
HouMeStJon	0 0%	0 0%	2 1%	0 0%									2 0%
MHPB	0 0%	0 0%	0 0%	0 0%									0 0%
MHCH	0 0%	0 0%	0 0%	0 0%									0 0%
CLRH	0 0%	0 0%	7 5%	0 0%									7 2%
St John	0 0%	0 0%	0 0%	0 0%									0 0%
SanJac	0 0%	0 0%	0 0%	0 0%									0 0%

Mainlnd	91 95%	80 89%	98 82%	1 100%									270 88%
Bellaire	0 0%	0 0%	0 0%	0 0%									0 0%
Hermann	0 0%	0 0%	0 0%	0 0%									0 0%
ShrinrBH	0 0%	0 0%	0 0%	0 0%									0 0%
Methodist	0 0%	0 0%	0 0%	0 0%									0 0%
St Luke	0 0%	0 0%	0 0%	0 0%									0 0%
TXChld	0 0%	0 0%	0 0%	0 0%									0 0%
BayAreaMed	0 0%	0 0%	1 0%	0 0%									1 0%
Methodist	0 0%	0 0%	0 0%	0 0%									0 0%
TOTAL	95 100%	89 100%	119 100%	1 100%									304 100%

PATIENT DISPOSITION BY MONTH													
Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	119	107	133	1									360
Transports	95 79%	89 83%	120 90%	1 100%									305 84%
Aeromedical	0 0%	0 0%	0 0%	0 0%									0 0%

Dead On Scene	0 0%	2 1%	1 0%	0 0%									3 0%
Unfounded	0 0%	0 0%	0 0%	0 0%									0 0%
Refusals	24 20%	16 14%	12 9%	0 0%									52 14%

CALLS BY TIME OF DAY													
Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	27 22%	35 32%	37 27%	0 0%									99 27%
1200-1759	43 36%	33 30%	47 35%	0 0%									123 34%
1800-2359	30 25%	24 22%	33 24%	0 0%									87 24%
0000-0559	19 15%	15 14%	16 12%	1 100%									51 14%

PATIENT AGE BY MONTH													
Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
<1	1 0%	0 0%	1 0%	0 0%									2 0%
1-8	1 0%	1 0%	5 3%	0 0%									7 1%
9-12	0 0%	0 0%	4 3%	0 0%									4 1%

13-17	4 3%	2 1%	1 0%	0 0%									7 1%
18-25	12 10%	2 1%	5 3%	0 0%									19 5%
26-50	37 31%	34 32%	32 24%	0 0%									103 29%
51-75	38 32%	43 40%	52 39%	1 100%									134 37%
76-100	23 19%	23 21%	33 24%	0 0%									79 22%
>100	0 0%	0 0%	0 0%	0 0%									0 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%
Abd Pain	8 6%	1 0%	1 0%	0 0%									10 2%
Allergic Rx	1 0%	0 0%	0 0%	0 0%									1 0%
Animal Bite	0 0%	0 0%	0 0%	0 0%									0 0%
Assault	3 2%	0 0%	1 0%	0 0%									4 1%
Auto Ped	0 0%	1 0%	2 1%	0 0%									3 0%

Back Pain	0 0%	0 0%	2 1%	0 0%									2 0%
Burns	0 0%	0 0%	0 0%	0 0%									0 0%
CO Poison	0 0%	0 0%	0 0%	0 0%									0 0%
CPR	0 0%	0 0%	2 1%	0 0%									2 0%
Cardiac	8 6%	10 9%	16 12%	0 0%									34 9%
Childbirth	0 0%	0 0%	0 0%	0 0%									0 0%
Choking	0 0%	1 0%	2 1%	0 0%									3 0%
DOS	1 0%	3 2%	0 0%	0 0%									4 1%
Diabetic	3 2%	6 5%	4 3%	0 0%									13 3%
Drowning	0 0%	0 0%	0 0%	0 0%									0 0%
Electrocution	0 0%	0 0%	0 0%	0 0%									0 0%
Eye Injury	0 0%	0 0%	0 0%	0 0%									0 0%
Falls	11 8%	10 9%	8 6%	0 0%									29 7%
Fire/Hazmat	0 0%	0 0%	0 0%	0 0%									0 0%

GSW/Stab	0 0%	1 0%	4 3%	0 0%									5 1%
Headache	0 0%	0 0%	0 0%	0 0%									0 0%
Heat/Cold	0 0%	0 0%	0 0%	0 0%									0 0%
Hemorrhage	1 0%	1 0%	0 0%	0 0%									2 0%
Ind Accident	0 0%	0 0%	0 0%	0 0%									0 0%
MVA	11 8%	8 7%	7 5%	0 0%									26 7%
Medical	26 21%	30 28%	36 27%	0 0%									92 25%
Other	6 4%	4 3%	7 5%	0 0%									17 4%
Overdose	0 0%	1 0%	1 0%	0 0%									2 0%
Person Down	0 0%	0 0%	0 0%	0 0%									0 0%
Psych	1 0%	3 2%	1 0%	0 0%									5 1%
Respiratory	20 16%	10 9%	14 10%	0 0%									44 12%
Seizures	7 5%	6 5%	9 6%	0 0%									22 6%
Service Call	0 0%	0 0%	0 0%	0 0%									0 0%

Stroke	2 1%	1 0%	3 2%	1 100%									7 1%
Trauma	3 2%	3 2%	2 1%	0 0%									8 2%
Unconscious	3 2%	7 6%	10 7%	0 0%									20 5%
Unknown	0 0%	0 0%	1 0%	0 0%									1 0%

RESPONSE TIMES PER MONTH (minutes)													
Unit Status	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Dispatch - Location	5	5	6	4									5
Location - To Hospital	15	18	15	31									16
To Hospital - At Hospital	8	9	9	10									9
At Hospital - In Service	28	32	34	33									31
Location - At Hospital	21	26	24	41									24
Dispatch - At Hospital	27	31	30	45									30
Dispatch - In Service	51	58	61	78									57

LaMarque Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {03/01/2016} And {03/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	0.94%	\$0	0.00%
140 Natural vegetation fire, Other	1	0.47%	\$0	0.00%
	3	1.42%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
320 Emergency medical service, other	6	2.84%	\$0	0.00%
321 EMS call, excluding vehicle accident with	150	71.09%	\$0	0.00%
322 Motor vehicle accident with injuries	9	4.26%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	2	0.94%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	0.47%	\$0	0.00%
	168	79.62%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	1	0.47%	\$0	0.00%
463 Vehicle accident, general cleanup	2	0.94%	\$0	0.00%
	3	1.42%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.47%	\$0	0.00%
510 Person in distress, Other	4	1.89%	\$0	0.00%
550 Public service assistance, Other	5	2.36%	\$0	0.00%
551 Assist police or other governmental agency	4	1.89%	\$0	0.00%
553 Public service	1	0.47%	\$0	0.00%
554 Assist invalid	3	1.42%	\$0	0.00%
	18	8.53%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	2	0.94%	\$0	0.00%
611 Dispatched & cancelled en route	7	3.31%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	1	0.47%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	0.47%	\$0	0.00%
	11	5.21%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	1.42%	\$0	0.00%
710 Malicious, mischievous false call, Other	1	0.47%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.47%	\$0	0.00%

LaMarque Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {03/01/2016} And {03/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
740 Unintentional transmission of alarm, Other	1	0.47%	\$0	0.00%
743 Smoke detector activation, no fire -	2	0.94%	\$0	0.00%
	<u>8</u>	<u>3.79%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 211

Total Est Loss:

\$0

LaMarque Fire & Rescue

Unit Response Time Analysis

Alarm Date Between {03/01/2016} And {03/31/2016}

Response		Count	Percentage
Hrs	Mins		
<	01	23	7.9%
	01	24	8.2%
	02	23	7.9%
	03	28	9.6%
	04	31	10.6%
	05	28	9.6%
	06	38	13.1%
	07	18	6.2%
	08	21	7.2%
	09	16	5.5%
	10	12	4.1%
	11	7	2.4%
	12	3	1.0%
	13	4	1.3%
	14	3	1.0%
	15	3	1.0%
	16	6	2.0%
	18	1	0.3%
	26	1	0.3%

Overall Average Response Time: 00:05:37

LIBRARY DEPARTMENT

La Marque Public Library

Report for February 26th – March 22nd



Mission: La Marque Public Library 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)

La Marque Public Library is open to the public 39 hours a week. We had a total of 2,549 visitors this month.

Our top 200 members checked out a total of 1,570 items.

This month, patrons have saved a total of \$35,000 by checking out items at LMPL.

Items

La Marque Public Library staff processed and added 87 items to our collection.

Circulation Statistics

We had 2,241 items circulate this month. Tuesdays are our busiest day of the week.

Customers borrowed 56 eBooks through our OverDrive database this month.

There are currently 665 items checked out that are not overdue.

There were 27 ILLs (Interlibrary Loans) shipped and received.

Online Catalog Use

There were 539 external searches performed via our online library catalog (Biblionix).

Computer Use

La Marque Public Library customers are allotted one two-hour session per day. Library visitors who are not cardholders are allotted one 30-minute session per day.

Guest computer log-ins are issued to community members and visitors who do not have a library card. All library visitors wishing to use the computers are asked to show proof of ID to use guest computers. We urge all library visitors residing in Galveston County to obtain a library card.

There were 813 patron log-in sessions. Total computer time used by patrons was 604 hours.

Customers used library computers for job searches, completing applications, writing resumes, checking email, doing homework, and for accessing various personal documents such as bank statements, tax forms, proof of insurance, legal forms, W-2s, and paystubs.

Reference Assistance

La Marque Public Library staff provides reference assistance to our patrons by answering a variety of questions. We answered a recorded 306 questions this month. Examples of the types of reference questions answered include “How do I get a library card?” and “Where can I locate divorce or tax forms?” This month, staff responded to requests for bilingual picture books for children and also assisted two prospective college students with their FAFSA applications.

Customers continue to request 2015 tax forms. Although the Library no longer receives hard copies from the IRS, we are usually able to locate the necessary forms online and print for customers at .10 per page.

Volunteers

Our volunteers worked 4 hours this month. Volunteer duties included cleaning/repairing damaged dvds, re-shelving and straightening returned books and assistance with program preparations.

New Patrons Registered

The library added 51 new patrons (cards) this month.

Training/Professional Development

- Terri Walker attended a 1-hour webinar titled ***Reader's Theatre in the Classroom***.
- Amy Miller attended a live webinar with Texas State Librarian Mark Smith on March 1. Mr. Smith talked about the status of several State Library initiatives and projects followed by a discussion of the State Library's planning and budgeting efforts.
- All staff attended an information session about programs and services available through Deer Oaks Employee Assistance Program on March 2.
- Amy Miller attended an overnight teambuilding retreat with Leadership Mainland Class of 2016 in Galveston the weekend of March 4-5.

Programs/Outreach

Adult Programs - 6

of attendees - 9

Children Programs - 29

of attendees - 302

Teen Programs - 0

of attendees - 0

Meetings Attended

- Amy Miller attended the monthly meeting of Crimestoppers on March 9 to hear a presentation on the upcoming La Marque/Texas City ISD merger.
- Amy Miller attended a meeting of area-wide librarians for this year's Gulf Coast Reads program at Harris County Library Administrative Offices on March 22.
- Amy Miller attended monthly meetings with City of La Marque staff and Galveston County Librarians.

Report updated 03/23/2016 by Tom Hansen

Other Services

Printing

Laminating

Faxing

Copying

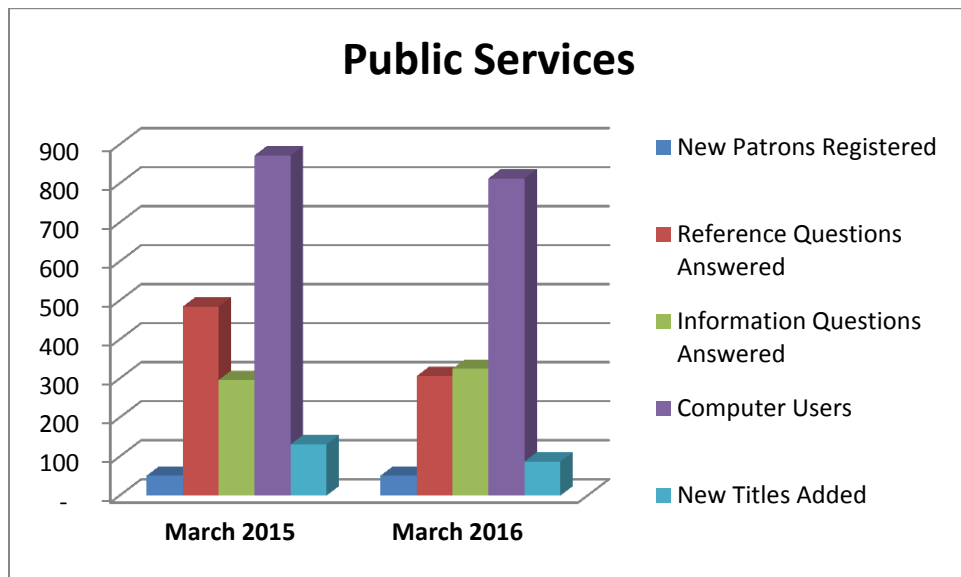
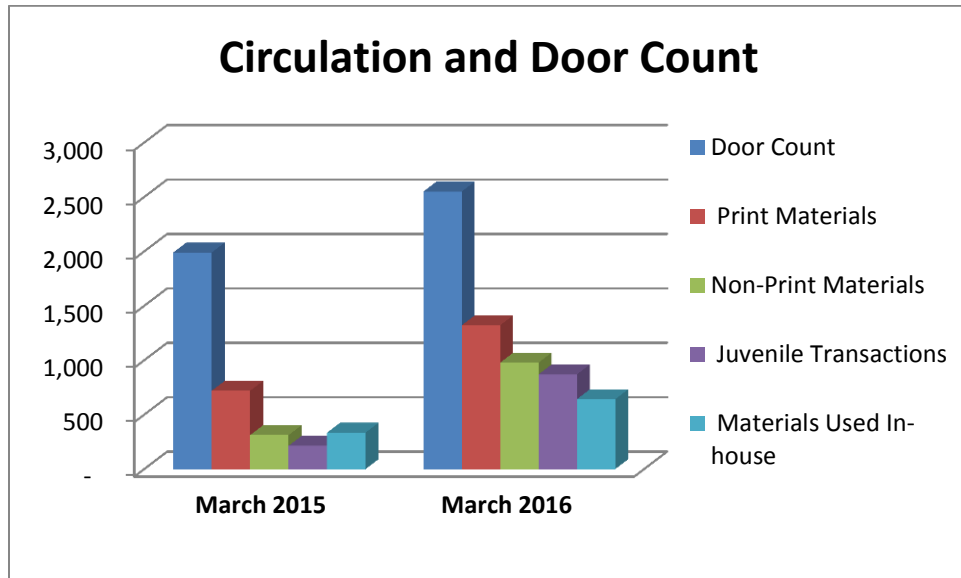
Library Happenings

- Our Easter Eggs-travaganza was a huge success this year with over 60 participating in the storytime and egg hunt. Over 500 plastic eggs were stuffed for children to find in the park and gazebo area.
- Family Movie Night was enjoyed by 19 attendees who watched ***The Good Dinosaur*** and ate mountains of popcorn!
- Terri Walker held a series of afternoon programs for children during Spring Break. Fifteen children and their families visited the library and enjoyed hands-on crafts, interactive stories and lively games.
- Marketing efforts with the billboard are paying off. Three customers mentioned that they learned of the Library's Spring Break Crafternoon programs from the sign on I-45.
- Amy Miller and Terri Walker continue to provide weekly outreach programs to La Marque's Early Childhood Learning Center on Lake Road.
- La Marque Public Library's adult book club had its fifth meeting this month with a small but enthusiastic group of participants who discussed ***A Man Called Ove*** by Fredrik Backman.
- We have added a popular adult program to our monthly calendar called ***Color Yourself Calm***—meditative coloring for ages 16+.
- Staff is finishing the Texas State Library's annual report for fiscal year 2015 which is due in April.
- Plans have been finalized for this year's Summer Reading Program. The theme is ***Get in the Game: Read***. All supplemental materials have been ordered or received. Staff is working on finishing touches for graphics for reading logs, promotional bookmarks and fliers.

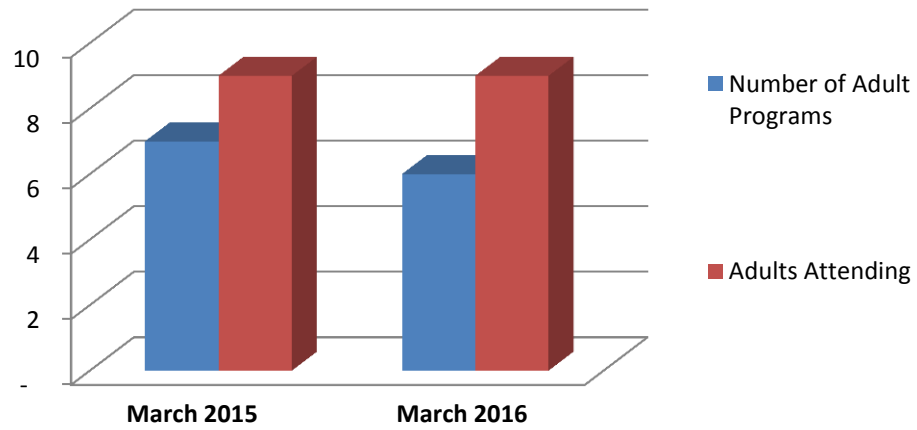
MONTH-TO-YEAR
La Marque Public Library

	MONTHLY TOTALS			YEAR TO DATE TOTALS		
Description	March FY 2015	March FY 2016	%Change 2015 vs 2016	March 2015 Previous Year	March 2016 This fiscal year	% Change 2015 vs 2016
DOOR COUNT	1,989	2,549	28%	15,072	17,412	16%
CIRCULATION						
Print Materials	719	1,320	84%	6,671	9,899	48%
Non-Print Materials	312	977	213%	2,974	6,498	118%
Juvenile Transactions	214	869	306%	3,563	6,449	81%
Materials Used In-house	335	642	92%	2,966	4,437	50%
PUBLIC SERVICES						
New Patrons Registered	51	51	0%	438	423	-3%
Reference Questions Answered	484	306	-37%	2,830	4,149	47%
Information Questions Answered	296	325	10%	2,766	2,096	-24%
Computer Users	872	813	-7%	6,933	5,008	-28%
New Titles Added	131	87	-34%	817	1,267	55%
PROGRAM ATTENDANCE						
Number of Adult Programs	7	6	-14%	62	55	-11%
Adults Attending	9	9	0%	64	54	-16%
Number of Teen Programs	0	-				
Teens Attending	0	-				
Number of Children Programs	9	29	222%	23	178	674%
Children Attending	69	302	338%	481	2,987	521%
Volunteer Hours	4	4	0%	35	59	69%
Inter-Library Loan Requests	26	27	4%	142	173	22%

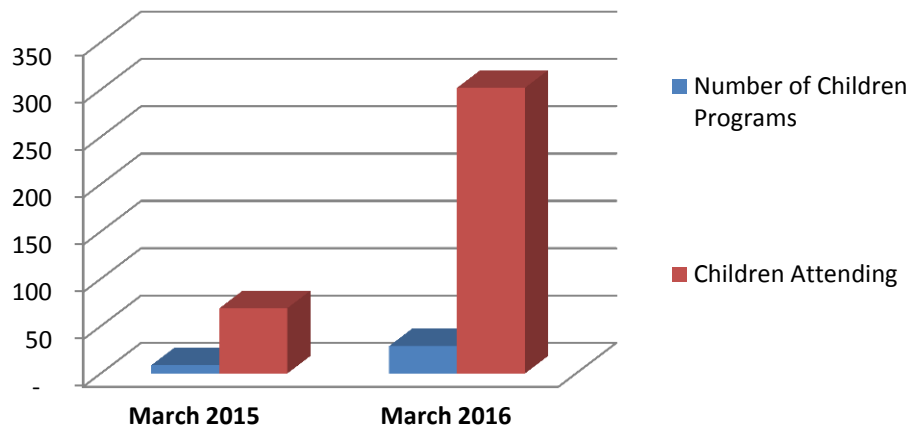
La Marque Public Library
March Statistics
2015 / 2016 Comparisons



Adult Programming



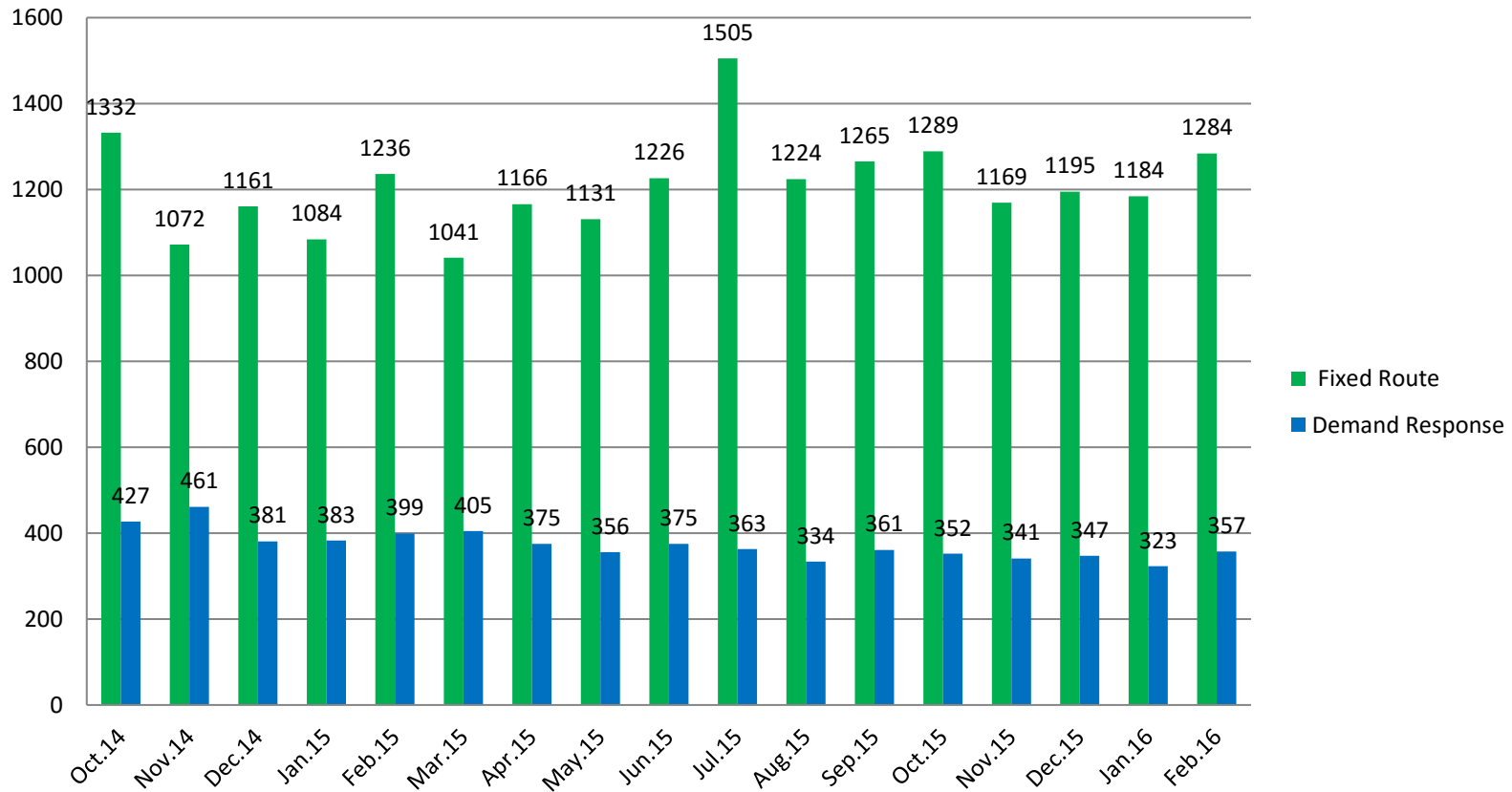
Children's Programming



HOTEL TRANSIT SERVICES

La Marque Transit Service Report		
Month	Fixed Route	Demand Response
Oct.14	1332	427
Nov.14	1072	461
Dec.14	1161	381
Jan.15	1084	383
Feb.15	1236	399
Mar.15	1041	405
Apr.15	1166	375
May.15	1131	356
Jun.15	1226	375
Jul.15	1505	363
Aug.15	1224	334
Sep.15	1265	361
Oct.15	1289	352
Nov.15	1169	341
Dec.15	1195	347
Jan.16	1184	323
Feb.16	1284	357

La Marque Transit Service Report



PUBLIC SERVICES

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT

Cyndi Efird

2016 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
	2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTALS	2015
Calls / Customers							
Water Leaks	3	2	0	1	2	8	12
Sewer Stops	13	18	15	12	6	64	59
Leak at Meter	1	1	1	0	0	3	6
Low Pressure / No Water	0	2	0	1	0	3	5
Dress-Ups	0	0	0	0	0	0	1
Billing Department	15	8	28	11	11	73	71
Blue Cart / Trash Pick Up	2	5	3	11	1	22	31
Wednesday Pick Up	5	5	3	9	4	26	10
Bulk Pick Up	2	0	0	0	0	2	4
Co-Compliance	0	0	0	0	1	1	1
Pot Holes	0	1	1	1	0	3	1
Street Repair	0	0	0	0	0	0	0
Driveway Repair	0	0	0	0	0	0	0
Ditch/Drainage	4	1	3	6	0	14	0
Culverts	1	0	0	1	0	2	9
Mowers / Mowing	0	0	0	0	0	0	0
Street Signs	0	0	0	1	1	2	1
Traffic Lights	0	0	0	0	0	0	0
Street Light Outage	0	1	0	0	0	1	2
Street Light Request	0	0	0	0	0	0	1
Director	6	5	8	7	3	29	21
Assistant Director	2	1	2	2	2	9	0
PW/Utility Dept Supervisors	5	3	1	6	2	17	58
City Manager	0	0	0	0	0	0	0
City Hall Admin Assist.	0	0	0	0	0	0	2
Human Resource	0	0	0	0	0	0	0

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Cyndi Efird

2016 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
	2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTALS	2015
Calls / Customers							
City Clerk	0	2	0	0	0	2	2
Inspections	4	0	5	0	2	11	7
Animal Control	0	0	0	0	0	0	0
Mosquito Spray	0	0	0	0	0	0	0
Locates	0	3	0	0	0	3	3
LM's	1	4	0	0	0	5	0
Customer at Window	5	7	9	6	0	27	22
Recycling	0	3	0	0	0	3	3
Community Service	2	2	3	2	3	12	5
Gas Company	0	0	0	0	0	0	1
Miscellaneous Calls	12	16	15	12	2	57	67
Totals						399	405

February 3rd - attended LM 01-16 Aeration Basin Cleaning bid opening

February 4th - prepared certificates for "Wreaths Across America"

February 9th - admin meeting @ City Hall

February 10th - pre-bid meeting for LM 02-16 Demolition and Clearing Services

February 11th - prepared certificates for "Wreaths Across America" for mailing

February 17th - attended LM 02-16 Demolition and Clearing Services bid opening

**CITY OF LA MARQUE
PARKS DEPARTMENT MONTHLY REPORT
Murphy Smith**

2016 /February

SCHEDULED WORK

COMPLETED WORK

PARK MAINTENANCE	WK 1	WK 2	WK 3	WK 4	WK 5	Month	2015	DESCRIPTION OF WORK
	1-6	7-13	14-20	21-27	28-29	Totals	TOTALS	
Bayou City Park	0	6	0	1	0	7	5	mowed & weed-eated
Bird Sanctuary	0	1	0	0	0	1	1	mowed & weed-eated
Highland Bayou Park	9	0	12	0	6	27	39	clean restrooms; mowed & weed-eated
Jaycee Park	0	0	0	1	0	1	4	mowed & weed-eated
Lagana Park	0	7	2	1	0	10	4	mowed & weed-eated
Martin Luther King Jr. Park	3	0	0	0	0	3	8	empty trash; mowed & weed-eated
Mahan Park	6	0	2	0	0	8	20	clean restrooms; mowed & weed-eated
Westlawn Park	0	0	0	1	0	1	4	empty trash; mowed & weed-eated
GENERAL MAINTENANCE								DESCRIPTION OF WORK
City Hall	0	6	0	4	0	10	2	mowed & weed-eated
Library / Walter Feigle Park	0	4	0	0	0	4	2	mowed & weed-eated
Police Department	0	2	0	8	2	12	3	mowed & weed-eated
La Marque Cemetery	0	0	0	0	0	0	26	mowed & weed-eated
La Marque Sign @ Hwy 3	0	0	0	0	0	0	2	mowed & weed-eated
Kirsten esplanade	0	0	0	0	0	0	1	mowed & weed-eated
Lake Rd. / Grebb / Charity	0	0	3	0	1	4	1	mowed & weed-eated
LM property / Aid & Guidance	0	0	0	0	0	0	1	mowed & weed-eated
Bus Stops	0	0	0	0	0	0	4	empty trash
WEEKEND DUTIES								DESCRIPTION OF WORK
Highland Bayou Park	0	0	0	0	0	0	0	Pavilion rental clean-up
Weekly Total Hours	18	26	19	16	9	88	127	
Comments:								

RIGHT-OF-WAY & ROAD MAINTENANCE DIVISION
ACTIVITY REPORT
CHAISE CARY

2016 / February

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	February
	2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTALS	2015
STREETS							
Utility Patch	0	0	0	0	0	0	10
Man Hours	0	0	0	0	0	0	80
Culverts-Linear Feet Set	0	0	0	0	0	0	16
Man Hours	0	0	0	0	0	0	8
Trimming Tree Limbs-Man Hours	0	0	0	0	0	0	0
Driveway Tie In-Man Hours	0	0	0	0	0	0	0
Traffic Sign Repair - Man Hours	24	8	18	24	0	74	26
Potholes Filled	40	30	22	15	5	112	204
Man Hours	12	10	9	8	0	39	16
Repaired Driveways	0	0	0	0	0	0	2
Man Hours	0	0	0	0	0	0	4
Grading Ditch - Linear Feet Cut	0	0	0	0	0	0	0
Man Hours	0	0	0	0	0	0	0
Mowing Man Hours	0	0	0	0	0	0	0
Sweeping - Man Hours	0	0	0	0	0	0	40
Grate Repair - Man Hours	0	0	0	0	0	0	0
Weed-eat - Man Hours	0	0	0	10	5	15	24
Dress-up - Man Hours	0	0	0	0	0	0	8
Check Drains & Ditches	0	12	23	8	0	43	4
Man Hours	0	8	10	5	0	23	2
Safety Meetings	0	1	0	1	0	2	1

SPECIAL PROJECTS

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
Rodney Gamble

2016 /February Utility 22	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
	2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTALS	2015
WATER							
Water leaks repaired	17	7	1	5	0	30	10
Residential Water Taps	0	0	0	0	0	0	0
Commercial Water Taps	0	0	0	0	0	0	0
Remote Read Meters Installed	0	0	0	0	0	0	1
Low Pressure City Side	0	0	0	0	0	0	0
Low Pressure Customer Side	0	1	1	0	0	2	2
Meter Boxes & Lids Replaced	0	0	0	0	0	0	0
Water Turned On/Off - Citizens	1	0	2	1	0	4	1
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	1
Fire Hydrants Repaired	0	0	0	0	0	0	0
Fire Hydrants Serviced	0	0	0	0	0	0	0
SPECIAL PROJECTS							

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
Rodney Gamble

2016 / February
Utility 22

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	FEB
	2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTALS	2015
SEWER							
Sewer Stoppages Resolved	20	10	20	17	7	74	92
Sewer Lines Repaired	0	0	0	0	0	0	3
Residential Sewer Taps	0	0	0	0	0	0	1
Commercial Sewer Taps	0	0	0	0	0	0	0
Clean-Out Tops Replaced	0	1	0	1	0	2	0
Clean-Outs Installed	0	0	0	0	0	0	0
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	1	3	11	3	1	19	3
Miscellaneous							
Dress-Ups	0	0	0	0	0	0	0
Saw Cuts	0	0	0	0	0	0	0
Valves Replaced	0	0	0	0	0	0	1
Total Work Orders						131	115
Projects by LF							
Feet of Water Mains Installed (LF)	0	0	0	0	0	0	
Sewer Lines Cleaned (LF)	0	0	0	0	0	0	
Feet of Sewer Line T.V.'d (LF)	0	0	0	0	0	0	
Feet of Sewer Main Replaced (LF)	0	0	0	0	0	0	
Smoke Testing Done (LF)	0	0	0	0	0	0	
Culverts Cleaned (LF)	0	0	0	0	0	0	

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2016 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
Utility 24	2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTALS	2015
WWTP							
Rain Fall	0	0	0	1.3	0	1.3	0.7
Flow Total MG/D	10.399	10.486	10.15	16.129	3.17	50.334	41.108
Lb. of CL2 used	680	765	650	1125	210	3430	2,620
Lb. of SO2 used	367	401	349	577	131	1825	1,486
Plant Man Hours	58	44	48	75	20	245	323
Bio Solids Removed/Tons	0	0	0	0	0	0	0
Enter. Avg. MPN/100 MI						31	2
Raw TSS Avg. mg/1						248	183
Raw BOD tes/Avg.						171	152
Raw Total Cu Avg.mg/l						0.0405	0.059
Raw NH3-3 Avg. mg/l						29.4	22.5
Effluent CBOD test/Avg.						4.9	2
Effluent TSS Avg. mg/1						7.85	2.2
Effluent NH-3N Avg.mg/L						11.81	8.72
Raw Total CU mg/L						0.0144	0.0015
Route Wells & Lift Stations							
Distribution System-Total Surface Water MG/D	14.673	18.324	17.605	17.605	5.072	73.279	62.349
Total Well Water MGD	0	0	0.001	0	0.001	0.002	0.001
Lb. of CL2 used	15	17	18	13	2	65	48
Lb. of Ammonia Used	3	4	4	2	0	13	9
Total # of CL2 Residual Samples	66	77	77	77	22	319	308
Number of Water Bacteriology Samples	0	0	15	0	0	15	15

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2016 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Feb
Utility 24	2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTALS	2015
Collection System - Total							
Lift Station Pump Hours	544.6	530.9	500.8	619.8	149.6	2345.7	1961.7
Man Hours Wells Station	31.5	31.5	31.5	31.5	9	135	126
Safety Meetings	0	1	0	0	0	1	1
Dead ends Flushed	25	24	26	22	11	108	103
Fire Hydrants Weed-eated	11	15	12	14	6	58	83

CL2 = CHLORINE

MGD = MILLION GALLON DAY

SO2 = HYDROGEN SULFIDE

BOD = BIOCHEMICAL OXYGEN DEMAND

CU = COPPER

NH-3N = AMMONIA

MAINTENANCE DIVISION
ACTIVITY REPORT
Jason Hubbell

2016 / February	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	February
Utility 24	2/1-2/6	2/7-2/13	2/14-2/20	2/21-2/27	2/28-2/29	TOTALS	2015
PREVENTATIVE MAINTENANCE							
Lift Pumps	0	0	0	0	0	0	1
Valves	0	0	0	0	0	0	1
Electric Motors	0	0	0	0	0	0	0
Electric Panels	1	0	0	0	0	1	3
Vent Fans	0	0	0	0	0	0	0
Blowers	0	0	0	0	0	0	2
Belts	0	0	1	0	0	1	3
Floats	3	0	1	0	0	4	16
Well Sites	0	0	0	0	0	0	3
Clean Up @ Well Sites	0	0	1	0	0	1	3
Troubleshoot Problems	1	0	1	2	0	4	5
CORRECTIVE MAINTENANCE							
Replaced Belts	0	0	1	0	0	1	6
Replaced Bearings	0	0	1	0	0	1	3
Replaced Motors	0	0	0	0	0	0	0
Replaced Seals	2	0	0	1	0	3	3
Replaced Pumps	0	0	0	0	0	0	0
Replace wear Parts	2	0	0	1	0	3	3
Replace Valves	0	0	0	0	0	0	1
Replace Floats	1	0	0	3	0	4	0
Replace Gauges	1	0	0	1	0	2	0
Replace Electrical Parts	2	1	0	2	0	5	20
Change Oil in Pumps	2	0	0	1	0	3	6
Clean Up Lift Stations	2	0	0	1	0	3	8
Total						36	87

SPECIAL PROJECTS

ANIMAL SERVICES

Galveston County Health District



Animal Services Division

Animal Resource Center - Monthly Report by Jurisdiction

February 2016

Jurisdiction	Incoming Animals		Outgoing Animals-Disposition Method										
	Incoming Field	Incoming Shelter	Adoptions	Foster	Rescued by Group	Redeemed by Citizen	Escaped	Euthanized	Euthanasia Request by Owner	Disposal Request by Owner	Quarantine Return	Died in Care	Dead on Arrival
Bayou Vista	0	0	0	0	0	0	0	0	0	0	0	0	0
Clear Lake Shores	0	0	0	0	0	0	0	0	0	0	0	0	0
Dickinson	0	0	0	0	0	0	0	0	0	0	0	0	0
Hitchcock	14	5	1	0	3	2	0	9	0	0	0	0	0
Kemah	0	2	1	0	0	0	0	2	0	0	0	0	0
La Marque	27	22	12	0	6	4	0	21	1	0	0	0	0
Santa Fe	0	0	0	0	0	0	0	0	0	0	0	0	0
Texas City	100	89	47	22	48	22	1	68	2	3	0	0	0
Tiki Island	1	0	0	0	0	0	0	0	1	0	0	0	0
Unincorporated	82	50	27	7	32	15	0	51	2	0	0	0	0
Totals	224	168	88	29	89	43	1	151	6	3	0	0	0

Calls/Reasons For Calls

Jurisdiction	Calls Received	Avg Response Time	Assist Law Enforcement	Code Violation	Contained by Citizen or Trap	General Follow Up	Other	Owner Surrender	Sick or Injured	Stray	Trap Drop off/Pick up	Unrestrain/Property	Welfare Check or Neglect	Wildlife Assist	Bite Reports
Bayou Vista	1	2:20	0	0	0	0	0	0	0	1	0	0	0	0	0
Hitchcock	32	1:02	0	0	2	0	0	0	1	22	0	0	5	2	0
Kemah	5	2:34	0	0	0	0	0	0	0	1	3	0	1	0	0
La Marque	97	1:12	0	0	1	0	0	0	6	57	5	0	27	1	0
Tiki Island	1	1:21	0	0	1	0	0	0	0	0	0	0	0	0	0
Unincorporated	186	0:31	0	0	28	0	0	0	5	129	4	0	11	0	9
Totals	322	1:30	0	0	32	0	0	0	12	210	12	0	44	3	9

Additional Information

Jurisdiction	Citations Issued	Notices Issued	Registration
Bayou Vista	0	0	0
Clear Lake Shores	0	0	0
Dickinson	0	0	0
Hitchcock	0	3	1
Kemah	0	1	1
La Marque	0	18	1
Santa Fe	0	0	0
Texas City	9	0	22
Tiki Island	0	0	0
Unincorporated	21	24	16
Totals	30	46	41

Notes:

Physical Count of animals at ARC on 2/29/16: 172

Galveston County Health District



Animal Services Division
Animal Resource Center - Monthly Report by Jurisdiction

City: La Marque
Month: Feb 2016
Completed By: Marissa Worsham

ANIMALS:**Incoming Animals: 49**

Incoming Field	27
Incoming Shelter	22

Outgoing Animals-Disposition Method: 44

Adoptions	Foster	Rescued by Group	Redeemed by Citizen	Escaped	Euthanized	Disposal Request by Owner	Quarantine Return	Died in Care
12	0	6	4	0	22	0	0	0

Includes 1
Owner
Request Euth

CALLS: 97**Average Response Time**

1:12 (hours)

0 Assist Law Enforcement

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

0 Other

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

5 Trap Pick Up/Drop Off

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
5 Trap Set Up/Pick up

0 Code Violation

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

0 Owner Surrender

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

0 Unrestrained/Property

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

1 Contained by Citizen/Trap

Animal Not Found
1 Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

6 Sick/Injured

Animal Not Found
3 Animal Picked Up
1 Dead on Arrival
1 Trap Set Up/Pick up
1 Unable to Capture

27 Welfare Check/Neglect

1 Animal Not Found
1 Animal Picked Up
9 Citation/Notice Issued
2 Conference w/Owner/Complainant
1 Incident Closed
1 Unable to Capture
12 Warning(s)

0 General Follow Up

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

57 Stray

12 Animal Not Found
17 Animal Picked Up
5 Citation/Notice Issued
1 Conference w/Owner/Complainant
1 Incident Closed
3 Return to Owner
4 Unable to Capture
14 Warning(s)

1 Wildlife Assist

Animal Not Found
1 Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

ADDITIONAL INFORMATION:

Quarantined	0
Bite Reports	0
Citations Issued	0
Notices Issued	18
Registration	1

Included in Total Calls

FINANCE DEPARTMENT



City of La Marque
Budget vs Actual
February 2016

General Fund		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	FY 2016	FY 2015	FY 2016	42%	FY 2015	%
Property Taxes	2,965,579	369,998.69	497,650.94	2,636,141.57	89%	2,612,836.85	1%
Sales Tax	3,317,000	435,964.79	345,665.71	1,013,723.79	31%	862,316.05	18%
Franchise Fees	861,000	71,212.80	66,964.49	203,697.03	24%	201,016.45	1%
Other Taxes	98,000	444.96	14,134.79	12,225.74	12%	25,780.68	-53%
Licenses and Permits	617,700	22,963.50	34,460.00	363,921.20	59%	378,891.10	-4%
Fines and Forfeits	809,830	120,280.35	100,170.61	324,813.78	40%	339,800.01	-4%
Charges for Services	109,790	10,458.70	7,821.33	43,850.75	40%	39,555.73	11%
Fire and Ambulance Services	464,500	35,997.96	43,978.52	147,781.45	32%	206,849.77	-29%
Investment Earnings	3,000	1,680.32	316.13	5,139.62	171%	1,267.72	305%
Miscellaneous Revenues	6,412	32.29	1,124.72	298.97	5%	6,560.88	-95%
Reimbursements	35,000	3,083.33	2,916.67	15,416.65	44%	14,583.35	6%
Intergovernmental	499,993	-	13,790.12	15,800.47	3%	18,790.12	-16%
General Fund - Total Revenues	9,787,804	\$ 1,072,117.69	\$ 1,128,994.03	\$ 4,782,811.02	49%	\$ 4,708,248.71	2%
Expenditures:		February	February	Year To Date	Benchmark	Year To Date	Change
General Government Division	Budget	FY 2016	FY 2015	FY 2016	42%	FY 2015	%
Administration	381,073	29,887.10	22,091.22	104,096.90	27%	91,629.02	14%
Finance	435,737	26,151.65	33,006.98	138,545.20	32%	138,735.42	0%
Inspection	334,110	26,450.15	31,013.16	98,370.03	29%	179,733.06	-45%
Judicial	403,188	28,754.32	24,493.43	114,696.51	28%	119,591.72	-4%
City Clerk	100,577	6,401.93	5,751.51	36,641.44	36%	56,449.17	-35%
Library	244,649	20,116.53	22,174.79	87,075.83	36%	83,314.06	5%
Information Technology	156,949	8,348.93	5,909.61	37,109.16	24%	30,497.20	22%
Fund Expenditures	921,344	100,873.10	147,987.24	492,442.84	53%	403,219.02	22%
	2,977,628	\$ 246,983.71	\$ 292,427.94	\$ 1,108,977.91	37%	\$ 1,103,168.67	1%
Public Safety Division	Budget	February	February	Year To Date	Benchmark	Year To Date	Change
		FY 2016	FY 2015	FY 2016	42%	FY 2015	%
Police	3,466,757	255,512.97	203,878.78	1,176,570.31	34%	1,322,991.75	-11%
Animal Control	91,907	23,441.25	23,441.25	23,441.25	26%	23,441.25	0%
Emergency Management	33,547	(143.98)	200.00	1,437.81	4%	1,806.44	-20%
Fire/EMS	2,330,696	203,112.90	150,980.71	732,597.23	31%	719,063.12	2%
Fire Marshal	0	-	-	353.61	#DIV/0!	-	
Subtotal of PSD Expenditures	5,922,908	\$ 481,923.14	\$ 378,500.74	\$ 1,934,400.21	33%	2,067,302.56	-7%
Public Works Division	Budget	February	February	Year To Date	Benchmark	Year To Date	Change
		FY 2016	FY 2015	FY 2016	42%	FY 2015	%
Parks	0	-	3,984.99	-	#DIV/0!	21,855.78	-100%
Shop/Service	0	-	3,383.14	-	#DIV/0!	15,992.23	-100%
PW Admin	0	-	2,784.04	-	#DIV/0!	17,979.11	-100%



City of La Marque
Budget vs Actual
February 2016

Street	895,328		63,637.50		51,020.12		256,406.13	29%	283,662.47	-10%
Subtotal of PWD Expenditures	895,328	\$	63,637.50	\$	61,172.29	\$	256,406.13	29%	\$ 339,489.59	-32%
General Fund - Total Expenditures	9,795,864	\$	792,544.35	\$	732,100.97	\$	3,299,784.25	34%	\$ 3,509,960.82	-6%
Revenues over Expenditures	(8,060)	\$	279,573.34	\$	396,893.06	\$	1,483,026.77		\$ 1,198,287.89	
Beginning Unassigned Fund Balance:							3,411,169.35			
Estimated Ending Fund Balance:							4,894,196.12			

*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.

* Finance staff is still working on fiscal year end closing as of 3/26/16. Numbers are not finalized until audit completes.



City of La Marque
Budget vs. Actual
February 2016

Utility Fund		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:		FY 2016	FY 2015	FY 2016	42%	FY 2015	%
Budget							
Operating Revenue	3,849,000	321,091.59	302,996.56	1,337,091.54	35%	1,270,062.49	5%
Other Revenue	339,000	44,912.73	59,293.36	165,212.45	49%	180,930.24	-9%
Utility Fund - Total Revenues	4,188,000	\$ 366,004.32	\$ 362,289.92	\$ 1,502,303.99	36%	\$ 1,450,992.73	3%
Expenditures:		February	February	Year To Date	Benchmark	Year To Date	Change
Budget		FY 2016	FY 2015	FY 2016	42%	FY 2015	%
UB/Accounting	231,934	19,678.31	19,198.95	77,301.11	33%	85,019.26	-9%
Utility Line Maint	778,025	41,942.95	56,120.31	244,112.10	31%	168,524.02	45%
Water & Sewer Operations	2,365,775	163,587.59	168,817.71	777,513.48	33%	698,207.58	11%
Debt Service	324,001	(22,610.87)	-	22,590.77	7%	22,610.84	0%
Equipment Maintenance	0	-	2,681.09	-	#DIV/0!	23,561.13	-100%
Storm Water	27,825	-	-	76.94	0%	405.24	-81%
Fund Expenditures	988,726	20,311.68	11,594.31	129,827.34	13%	114,374.33	14%
Utility Fund - Total Expenditures	4,716,287	\$ 222,909.66	\$ 258,412.37	\$ 1,251,421.74	27%	\$ 1,112,702.40	11%
Capital Project-Hwy 3 @ Cedar						133,964.24	
Revenues over Expenses	(528,287)	143,094.66	103,877.55	250,882.25		204,326.09	
Cash and Cash Equivalent Balance as of 2/29/16:				4,641,331.69			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

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CITY OF LA MARQUE
Budget vs. Actual
February 2016

Debt Service		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	FY 2016	FY 2015	FY 2016	42%	FY 2015	%
Property Taxes	479,000	65,989.27	46,668.72	476,231.83	99%	246,607.87	93%
Other Revenue	500	335.40	36.42	861.60	172%	169.95	407%
Debt Service Fund - Total Revenues	479,500	\$ 66,324.67	\$ 46,705.14	\$ 477,093.43	99%	\$ 246,777.82	48%
Expenditures:	Budget	February	February	Year To Date	Benchmark	Year To Date	Change
Debts	475,789	116,736.25	100,059.50	116,736.25	25%	232,192.82	-50%
Debt Service Fund - Total Expenditures	475,789	\$ 116,736.25	\$ 100,059.50	\$ 116,736.25	25%	\$ 232,192.82	-99%
Revenues over Expenditures	3,711	(50,411.58)	(53,354.36)	360,357.18		14,585.00	
Beginning Balance: (Estimated and unaudited)				639,922.25			
Ending Balance:				1,000,279.43			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

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CITY OF LA MARQUE
Budget vs. Actual
February 2016

HOT Fund		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:		FY 2016	FY 2015	FY 2016	42%	FY 2015	%
	Budget						
Occupancy Tax Collected	100,000	3,733.30	-	19,220.27	19%	20,733.60	-7%
Other Revenue	1,000	204.72	32.82	660.68	66%	146.56	351%
HOT Fund - Total Revenues	101,000	3,938.02	32.82	19,880.95	20%	20,880.16	-5%
Expenditures:		FY 2016	FY 2015	FY 2016	42%	FY 2015	%
	Budget						
Interconnect Transit System	40,000	3,333.33	6,666.66	13,333.32	33.33%	13,333.32	0%
PROFESSIONAL FEES	50,000	-	-	-	0.00%	-	#DIV/0!
Promotional within CLM	2,500	-	-	-	0.00%	-	#DIV/0!
BAYOU FEST	75,627	-	(40,000.00)	24,834.90	32.84%	41,897.74	-41%
CHRISTMAS EVENT	55,070	859.36	165.46	5,745.77	10.43%	2,687.91	114%
CITY PROMOTION - TC-LM C OF C	25,000	-	-	-	0.00%	-	#DIV/0!
Transfer Out - General Fund	0	-	-	-	#DIV/0!	-	#DIV/0!
	248,197	\$ 4,192.69	\$ (33,167.88)	\$ 43,913.99	17.69%	\$ 57,918.97	-32%
	(147,197)	(254.67)	33,200.70	(24,033.04)		(37,038.81)	
Estimated Beginning Fund Balance:				681,851.71			
Estimated Ending Fund Balance:				657,818.67			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

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CITY OF LA MARQUE
Cash and Investments
As of 2/29/16

Funds	Amounts
General Fund	5,513,931.86
Utility Fund	4,641,331.69
Utility Restricted Investment	185,858.48
Westside Construction Fund	28,088.75
Equipment Replacement Fund	496,696.68
Library Fund	3,464.56
PD Child Outreach Program	6,228.39
Hotel Motel Fund	652,815.44
Drug Seizure Fund	8,835.59
Home Program Grant	38,552.46
Debt Service Fund	1,000,338.09
Utility Debt Service Fund	0.00
PID Funds	479,438.09
EDC	4,565,989.03
Equipment Maintenance Fund	33,294.25
CDBG Grant	22,119.00
CDBG Disaster	(15,138.70)
2005 CO Capital Projects	496,477.57
2007 CO Capital Projects	749,394.26
Section 8 Housing Grant	144,805.19
Sanitation	521,155.46
Disasters Fund	300.00
Parks Fund	51,632.89
Court Technology	34,430.37
Court Security	66,448.45
Child Safety	40,462.55
LEOSE Training Fund	16,798.85
Health Reimbursement Account	(1,294.00)
Clean City Fund	52,772.03
PEG	113,944.89
Donations Fund	59,054.46
Cemetery Fund	3,963.43
Fire Reserve	57,236.18
Library Grants Fund	3,203.68
Capital Improvements	86,060.00
Risk Management Fund	26,059.00
	20,158,689.92

*Note-Cash and investments excluded amounts held in GCWA



FINANCIAL HIGHLIGHTS

February 29, 2016

GENERAL FUND

REVENUES (Overall increased by 2%)

- Property taxes increased by 1%.
- Sales tax collections increased 18% from last year. Approximately \$52,375 of the increase resulted from audit of prior years' collections being misallocated to another city.
- Other taxes decreased by 53% due to Bingo tax has not been received from the State yet as of end of February. Estimated Bingo tax revenues for 4th quarter 2015 should be around \$12,000.
- Licenses and permits revenues decreased by 4%. This is mainly due to the following:
 - Coin operated machines decreased by \$8,150 from last year.
 - Building permits decreased by \$3,700 from last year.
 - Plan review fees decreased by \$2,200 from last year.
 - Gulf Greyhound Park admission fee continued to decrease by \$1,670 from last year.
- Fines and forfeitures continued to decrease by \$15,000 (4%).
- Fire and ambulance service revenues decreased by 29%. Ambulance services decreased by \$66,059 from last year.

EXPENDITURES (Overall decreased by 6%)

Highlights contributing increase include the following:

- Development Services decreased by 45% - mainly due to allocating demolition project cost to Capital Projects Fund.
- City Clerks decreased by 35% mainly due to election cost of \$20,764 from last year.
- Police decreased by 11% mainly due to capital outlay last year and different approach allocating workers comp expenditure.
- Fire/EMS increased 2%- Mainly due to different approach allocating workers comp expenditure.
- Public Services decreased by 32% mainly due to personnel and stolen copper of \$39,000 incurred last fiscal year.



FINANCIAL HIGHLIGHTS

February 29, 2016

- Fund expenditure increased by 22% - mainly due to timing of annual lease purchase payment for fire truck and radios. The City paid off the fire truck lease purchase this year.

UTILITY FUND

Revenues overall increased by 3%.

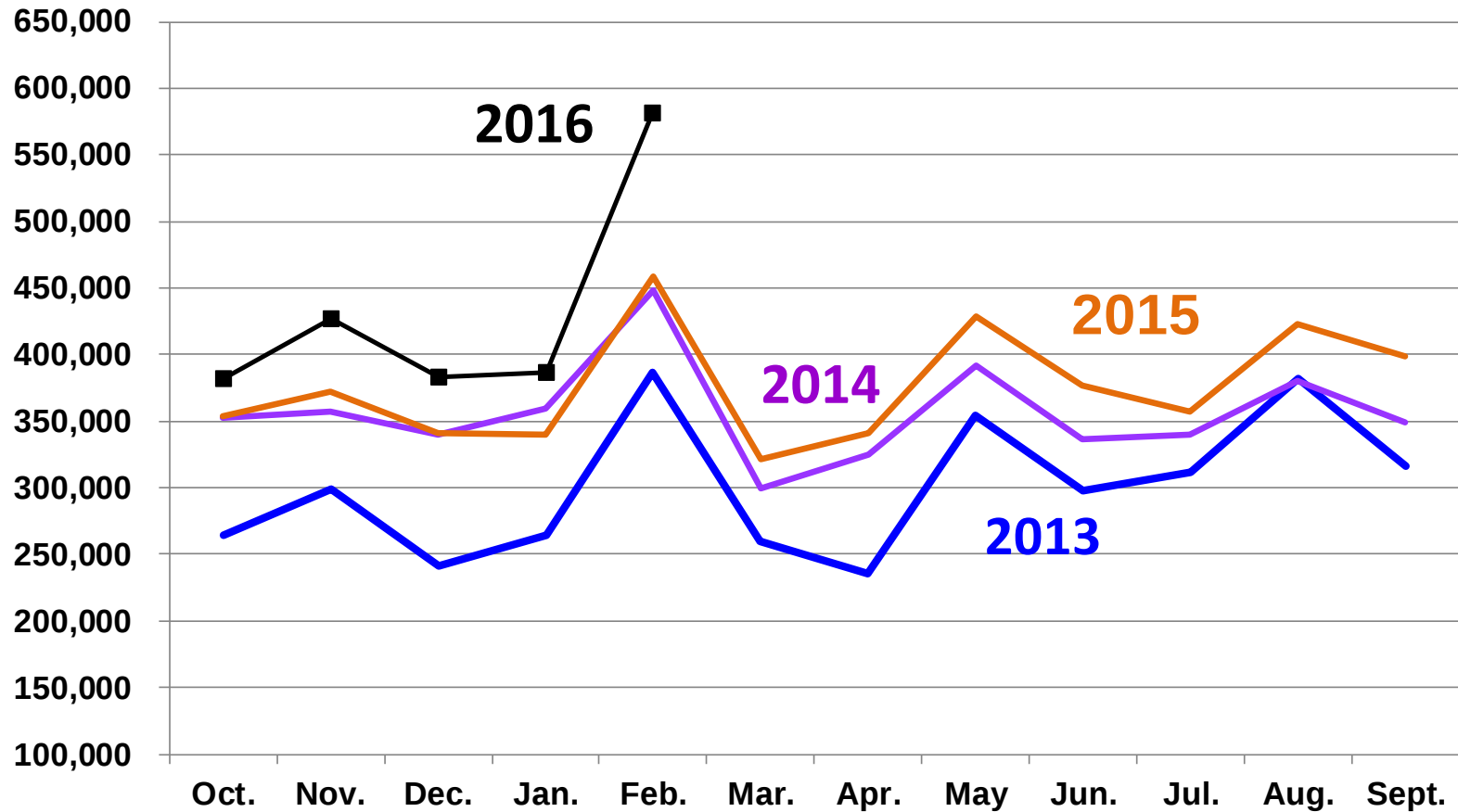
Expenses overall increased by 11%:

- Utility Billing decreased by 9% mainly due to personnel with two meter readers transferred to Utility 22.
- Utility 22 Lines and Maintenance increased by 45% mainly due to personnel and repairs and maintenance water.
- Utility 24 Water and Sewer Operations increased by 11% mainly due to personnel, repairs and maintenance STP (\$56,000), repairs and maintenance lift stations (\$18,000), and professional services (\$25,000).

Note: Finance staff is still working on fiscal year end (9/30/2015) closing as of 3/26/2016. All numbers are not finalized until audit completion.



SALES TAX REVENUES





SALES TAX COLLECTIONS

	2012-13	2013-14	2014-15	2015-16	Variance	% Change
Oct	264,325	352,526	353,446	382,100	28,654	8
Nov	299,200	357,165	372,772	427,185	54,413	15
Dec	241,257	339,503	341,659	383,466	41,807	12
Jan	264,532	359,397	339,457	386,841	47,345	14
Feb	386,596	448,418	458,158	581,276	123,118	27
Mar	260,134	299,908	321,205			
Apr	236,103	325,346	340,790			
May	353,815	392,219	429,148			
Jun	297,696	336,816	376,517			
Jul	311,276	340,341	357,680			
Aug	382,332	380,637	423,549			
Sept	<u>316,585</u>	<u>349,540</u>	<u>398,631</u>			
Total	<u>\$ 3,613,851</u>	<u>\$4,281,816</u>	<u>\$4,513,052</u>	<u>\$2,160,868</u>	<u>\$295,337</u>	<u>16</u>

**CITY OF LA MARQUE
ECONOMIC DEVELOPMENT CORPORATION
FINANCIAL STATEMENTS
FOR THE PERIOD ENDING
February 29, 2016**

APPROVED MAR 03 2016
RECEIVED MAR 03 2016

**City of LaMarque
Economic Development Corporation
Investment Schedule
as of February 29, 2016**

	Beginning Balance	Deposits	Withdrawals	Monthly Interest Earnings	Accumulated Fiscal Year Interest	Ending Balance
TEXPOOL 449/848300001	1,421,360.99	0.00	0.00	340.01	1,133.14	1,421,701.00
LOGIC 6012995002	2,116,747.84	0.00	0.00	811.06	2,362.00	2,117,558.90
LOGIC - Revitalization 6012995003	382,499.46	3,000.00	0.00	146.84	449.82	385,646.30
Texas First Bank MM 11036103	35,779.48	0.00	0.00	4.26 *	22.35	35,783.74
DWS 6540001279	366.56	0.00	0.00	25.81	72.40	392.37
MNB - Moody Nat'l. Bank 600004478	100,000.00	0.00	0.00	42.47	209.59	100,000.00
MNB - Moody Nat'l. Bank 1011835	100,000.00	0.00	0.00	42.46	209.59	100,000.00
Texas First Bank 10141331	200,801.22					200,801.22
Investment Totals	4,357,555.55	3,000.00	0.00	1,412.91	4,458.89	4,361,883.53

* - Statement Not Available at Time of Report - Verbal Confirmation 03/02/16

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED BALANCE SHEET
FISCAL YEAR 2015-16
Month Ending February 29, 2016

	<u>EDC</u>
<u>ASSETS:</u>	
Cash	204,843
Sub-Total	<u>204,843</u>
Investments:	
Investments - General	3,539,652
Investments - Restricted/Revitalization	385,646
Certificates of Deposit - Moody	200,000
Certificates of Deposit - Texas First	200,801
Money Market -Texas First	35,784
Sub-Total	<u>4,361,884</u>
Receivables	258
Land & Improvements	3,335,986
Accumulated Amortized-Depreciation	
Capitalized Interest & Cost	
Total Assets	<u>7,902,970</u>
<u>LIABILITIES / EQUITY:</u>	
Liabilities:	
Accrued T.M.R.S.	1,730
Dental Insurance	20
Health Insurance	457
Unemployment Taxes Payable	9
Worker's Comp. Payable	-147
Fort Dearborn Life Ins.	-8
Accounts Payable	350
Total Liabilities	<u>2,411</u>
Equity:	
Reserved for Capital Assets	933,904
Reserved for Revitalization	93,980
Unreserved:	6,872,675
Total Equity	<u>7,900,559</u>
Total Liabilities / Equity	<u>7,902,970</u>

Prepared By:
Robert Weidenbach

Approved By:

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED INCOME STATEMENT
FISCAL YEAR 2015-16
FOR THE PERIOD ENDED FEBRUARY 29, 2016

	BUDGET	YEAR TO DATE	%
<u>REVENUES:</u>			
1/2 Cent Sales Tax	\$ 1,000,000	337,908	34
Insurance Proceeds	-	-	-
Interest / Investments	2,500	4,459	178
Sale of Assets	-	-	-
Miscellaneous Income	-	-	-
Revitalization - Assets Exchange	-	-	-
Revitalization - Rental	18,000	15,000	83
Revitalization - ROW Permits	-	-	-
Miscellaneous Donations	-	-	-
Reserve for Sams	-	-	-
TOTAL REVENUES:	1,020,500	357,367	\$ 35
<u>OPERATING EXPENSES:</u>			
<u>City Supported:</u>			
Operating Supplies	4,000	435	11
Janitorial Supplies	300	-	-
General Insurance	5,000	2,174	43
Communications	4,500	78	2
Utilities	2,750	462	17
Accounting Services	35,000	14,583	42
Clerical Services	2,000	833	42
Total City Supported	53,550	18,565	35
<u>General Operating:</u>			
Uniforms, Maint & Safety Gear	-	-	-
R & M - Facilities	10,000	-	-
R & M - Equipment	1,000	-	-
Professional Fees	35,000	27,606	79
Executive Director	113,386	41,897	37
Advertising & Promotion	25,000	4,754	19
Travel - Education & Training	7,500	3,294	44
Dues, Memberships, & Subscriptions	16,500	1,925	12
Grants	375,000	75,000	20
Public Improvements	10,000	-	-
Blight Reduction Pilot Program	25,000	-	-
Mowing - Landscaping / Maintenance	5,000	1,107	22
Total General Operating	623,386	155,584	25

Prepared By:
Robert Weidenbach

Approved By:

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED INCOME STATEMENT
FISCAL YEAR 2015-16
FOR THE PERIOD ENDED FEBRUARY 29, 2016

Capital Expenditures:

Buildings, Furniture & Fixtures, Land	-	-	-
Land	323,325	10,545	3
Total Capital Expenditures	323,325	10,545	3

TOTAL EXPENSES:	1,000,261	184,694	18
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REVENUES OVER(UNDER) EXPENSES:	\$ 20,239	\$ 172,673
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LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
CURRENT PERIOD EXPENDITURE DETAIL
February 29, 2016

<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Account Total</u>
19-2010-00-00	Operating Supplies	<u>74.07</u>	74.07
19-3040-00-00	Repair & Maintenance - Equipment	<u> </u>	0.00
19-3020-00-00	Mowing/Landscaping/Maintenance	<u> </u>	0.00
19-4030-00-00	General Insurance	<u> </u>	0.00
19-4040-00-00	Professional Fees	<u>21,416.93</u>	21,416.93
19-2031-00-00	Car Allowance	<u> </u>	0.00
	Executive Director		
19-1010-01-00	Salary	6,385.60	
19-1020-01-00	Longevity		
19-1060-01-00	Payroll Taxes	528.85	
19-1065-01-00	Retirement (TMRS)	1,282.87	
19-1070-01-00	Group Health Ins.	484.13	
19-1075-01-00	Worker's Compensation	19.80	
19-2031-01-00	Car Allowance	<u>500.00</u>	9,201.25
19-4050-00-00	Advertising & Promotional	<u> </u>	0.00
19-4051-00-00	Accounting Services	<u>2,916.67</u>	2,916.67
19-4052-00-00	Clerical Services	<u>166.66</u>	166.66
19-4060-00-00	Travel - Education & Training	<u>2,329.88</u>	2,329.88
19-4071-00-00	Dues, Memberships, & Subscriptions	<u>150.00</u>	150.00
19-5010-00-00	Communications	<u>25.90</u>	25.90
19-5020-00-00	Utilities	<u>125.35</u>	125.35
19-6000-00-00	Grants	<u>37,500.00</u>	37,500.00
19-6001-00-00	Public Improvements	<u> </u>	0.00
19-7050-00-00	FM 1764 Sewer Project	<u> </u>	0.00
19-7070-00-00	Land	<u>6,236.61</u>	6,236.61
TOTAL EXPENDITURES FOR THE CURRENT PERIOD			<u>80,143.32</u>



**CITY OF LA MARQUE
PARKS FUND
February 2016**

DONATIONS

	Total Donations Received	Parks			Clean City		
		Correct Allocation	Actual Payment	Over / (Under) Payment	Correct Allocation	Actual Payments	Over / (Under) Payment
October 2015	2,668.00	1,334.00	1,334.00	0.00	1,334.00	1,334.00	0.00
November 2015	2,010.00	1,005.00	1,005.00	0.00	1,005.00	1,005.00	0.00
December 2015	2,946.00	1,473.00	1,473.00	0.00	1,473.00	1,473.00	0.00
January 2016	2,746.00	1,373.00	1,373.00	0.00	1,373.00	1,373.00	0.00
February 2016	2,542.00	1,271.00	1,271.00	0.00	1,271.00	1,271.00	0.00
March 2016			0.00	0.00			0.00
April 2016			0.00	0.00			0.00
May 2016			0.00	0.00			0.00
June 2016			0.00	0.00			0.00
July 2016			0.00	0.00			0.00
August 2016			0.00	0.00			0.00
September 2016			0.00	0.00			0.00
	\$ 12,912.00	\$ 6,456.00	\$ 6,456.00	0.00	\$ 6,456.00	\$ 6,456.00	0.00

BEGINNING CASH & INVESTMENT BALANCE 02/01/2016

\$60,890.57

REVENUES

Donations	1,271.00
Interest on Investments	13.51
Total Revenues	\$1,284.51

EXPENSES

<u>Date/ Vendor</u>	<u>Description</u>	
02/03/16 - A to Z Fence Co.	Sand Blasted Signs for Highland Bayou Park	1,477.00
02/03/16 - A to Z Trophies	Etched Plaque & Installation	1,975.00
02/16/16 - Crescent Electric Co.	Provide Power to New Building @ HBP	7,090.19
	Total Expenses	\$10,542.19

ENDING CASH & INVESTMENT BALANCE 02/29/2016

\$51,632.89

Financial Report prepared prior to Sept. closeout-Possible carryover in donations from prior periods

APPROVED  MAR 9 2016



**CITY OF LA MARQUE
CLEAN CITY FUND
February 2016**

DONATIONS

	Total Donations Received	Parks			Clean City		
		Correct Allocation	Actual Payment	Over / (Under) Payment	Correct Allocation	Actual Payments	Over / (Under) Payment
October 2015	2,668.00	1,334.00	1,334.00	0.00	1,334.00	1,334.00	0.00
November 2015	2,010.00	1,005.00	1,005.00	0.00	1,005.00	1,005.00	0.00
December 2015	2,946.00	1,473.00	1,473.00	0.00	1,473.00	1,473.00	0.00
January 2016	2,746.00	1,373.00	1,373.00	0.00	1,373.00	1,373.00	0.00
February 2016	2,542.00	1,271.00	1,271.00	0.00	1,271.00	1,271.00	0.00
March 2016				0.00			0.00
April 2016				0.00			0.00
May 2016				0.00			0.00
June 2016				0.00			0.00
July 2016				0.00			0.00
August 2016				0.00			0.00
September 2016				0.00			0.00
	\$ 12,912.00	\$ 6,456.00	\$ 6,456.00	0.00	\$ 6,456.00	\$ 6,456.00	0.00

BEGINNING CASH & INVESTMENT BALANCE 02/01/2016

\$51,660.77

REVENUES

Donations	1,271.00
Interest on Investments	10.26
Total Revenues	\$1,281.26

EXPENSES

<u>Date/ Vendor</u>	<u>Description</u>	
2/3/16 - Roy Robison	Driver for Community Svc. Workers	160.00
2/16/26 - Roy Robison	Driver for Community Svc. Workers	60.00
2/29/16 - Alejandro Regalado	Voided Checks from FY-14/15 for A. Regalado	(50.00)
	Total Expenses	\$170.00

ENDING CASH & INVESTMENT BALANCE 02/29/2016

\$52,772.03

Financial Report prepared prior to Sept. closeout-Possible carryover in donations from prior periods

APPROVED  3/9/2016



City of La Marque

CEMETERY FUND

Balance Sheet

February 29, 2016

Assets

Current assets:	Fiscal Year 2015	Fiscal Year 2016
Cash	931.32	942.32
Investments	32,000.00	3,021.11
Inventories	-	-
Accounts receivable	-	-
Pre-paid expenses	-	-
Other	-	-
Total current assets	32,931.32	3,963.43

Total assets

32,931.32

3,963.43

Liabilities and Fund Balance

Current liabilities:	2015	2016
Accounts payable	-	-
Other	-	-
Total current liabilities	-	-

Fund Balance:	2015	2016
Available Fund Balance	32,900.00	2,054.48
Current Year Revenue/Expenses	31.32	1,908.95
Total Fund Balance	32,931.32	3,963.43

Total liabilities and Fund Balance

32,931.32

3,963.43

APPROVED MAR 07 2016



CITY OF LA MARQUE CEMETERY FUND

Fiscal Year 2015-16

Budget vs Actual Revenues and Expenditures February 2016

Accounts	Descriptions	Budget 2015-16	Current Month	Current Year to Date Actuals	Budget Balance
Revenues					
89-3605-00-00	Interest on Investments	0.00	0.83	8.95	(8.95)
89-9001-00-00	General Fund	1,900.00	0.00	1,900.00	0.00
	Total Revenues	1,900.00	0.83	1,908.95	(8.95)
Expenditures					
89-4048-00-00	Wreath Across America	400.00	0.00	0.00	400.00
89-4049-00-00	Cemetery Board Expenditure	1,500.00	0.00	0.00	1,500.00
	Total Expenditures	1,900.00	0.00	0.00	1,900.00
Revenues over (under) Expenditures		0.00	0.83	1,908.95	(1,908.95)

February Expenditures

Description

Amount

\$0.00

praptrp2 City of La Marque
Pay Type - 0 Overtime
Fund Number - 1 GENERAL FUND

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Pay Type History Report

03/03/16 10:26

Page 1

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
210124	AMANDA HOBBY	02/19/16	67602	14.00		N	301.94	
Total for Employee				14.00			301.94	
20124	ROBERT WEIDENBACH	02/19/16	67601	11.00		N	288.44	
Total for Employee				11.00			288.44	
Total for Program - FINANCE/ACCOUNTING/TAX				25.00			590.38	
Total for Department - 2 FINANCE/ACCOUNTING/TAX				25.00			590.38	
50201	NAYELLY ABOYTES	02/05/16	67534	12.00		N	239.33	
Total for Employee				12.00			239.33	
50193	TROY ANDERS	02/05/16	67530	2.00		N	69.19	
50193	TROY ANDERS	02/19/16	67639	7.50		N	259.47	
Total for Employee				9.50			328.66	
50163	ANDREW BEST	02/05/16	67518	2.00		N	75.19	
Total for Employee				2.00			75.19	
50148	TINA CRAWFORD	02/05/16	67511	7.00		N	210.96	
50148	TINA CRAWFORD	02/19/16	67620	11.00		N	331.50	
Total for Employee				18.00			542.46	
50202	MATTHEW CYPERT	02/05/16	67535	6.00		N	193.15	
Total for Employee				6.00			193.15	
50204	KENNETH HERNANDEZ	02/05/16	67537	5.50		N	178.99	
Total for Employee				5.50			178.99	
50192	RICHARD HERNANDEZ	02/05/16	67529	12.00		N	441.11	
Total for Employee				12.00			441.11	
50187	JOSHUA HUMAN	02/05/16	67525	15.25		N	697.80	
50187	JOSHUA HUMAN	02/05/16	67525	10.00		N	457.58	
Total for Employee				25.25			1,155.38	
50156	JESSICA JOHNSON	02/05/16	67515	4.00		N	141.92	
Total for Employee				4.00			141.92	
50174	CONAN KING	02/05/16	67521	4.00		N	167.41	
Total for Employee				4.00			167.41	
50171	MELISSA LOCKHART	02/05/16	67520	4.00		N	96.81	
Total for Employee				4.00			96.81	

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

skou
Pay Type History Report

03/03/16 10:26

Page 2

Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50188	DANIEL O'CONNOR	02/05/16	67526	15.75		N	539.15	
Total for Employee				15.75			539.15	
50154	TIWANNA PORTER	02/05/16	67514	1.50		N	36.30	
Total for Employee				1.50			36.30	
50134	GEOFFREY PRICE	02/05/16	67507	2.00		N	95.29	
50134	GEOFFREY PRICE	02/19/16	67616	21.00		N	1,000.50	
Total for Employee				23.00			1,095.79	
50203	MICHAEL RAMSEY	02/05/16	67536	6.75		N	267.51	
Total for Employee				6.75			267.51	
50165	SHELBY SAMUELSON	02/05/16	67519	4.50		N	184.41	
Total for Employee				4.50			184.41	
50196	JOSE SANTOS	02/05/16	67531	11.00		N	384.02	
50196	JOSE SANTOS	02/19/16	67640	7.00		N	244.88	
50196	JOSE SANTOS	02/19/16	67640	2.00		N	69.97	
Total for Employee				20.00			698.87	
50153	TERESA SCOTT	02/05/16	67513	1.50		N	35.26	
Total for Employee				1.50			35.26	
50197	BRITTANY SMITH	02/05/16	67532	7.50		N	256.66	
Total for Employee				7.50			256.66	
50038	CHAD WAGGONER	02/19/16	67612	6.00		N	350.48	
Total for Employee				6.00			350.48	
50145	HARVEY WALTON	02/05/16	67510	5.00		N	221.45	
Total for Employee				5.00			221.45	
50019	CHARLENE WARREN	02/19/16	67611	5.00	25.684	N	192.63	
50019	CHARLENE WARREN	02/19/16	67611	10.25	25.684	N	394.89	
Total for Employee				15.25			587.52	
Total for Program - POLICE				209.00			7,833.81	
Total for Department - 5 POLICE				209.00			7,833.81	
60121	NATHAN BAGGS	02/05/16	67553	2.00		N	47.03	
60121	NATHAN BAGGS	02/19/16	67705	7.00		N	164.59	
Total for Employee				9.00			211.62	

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

skou
Pay Type History Report

03/03/16 10:26

Page 3

Department Number - 6 FIRE Program Number - FIRE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
60075	CURTIS BARBER	02/05/16	67541	2.00		N	70.63	
60075	CURTIS BARBER	02/19/16	67651	16.00		N	559.58	
Total for Employee				18.00			630.21	
60092	MICHAEL BILLIOTT	02/05/16	67544	4.00		N	121.48	
60092	MICHAEL BILLIOTT	02/19/16	67654	16.00		N	491.35	
Total for Employee				20.00			612.83	
60113	AMANDA BLACK	02/05/16	67548	2.00		N	60.89	
60113	AMANDA BLACK	02/19/16	67658	8.00		N	246.28	
Total for Employee				10.00			307.17	
60009	JOHN BRASHER	02/05/16	67540	2.00		N	73.27	
60009	JOHN BRASHER	02/19/16	67650	48.00		N	1,758.38	
Total for Employee				50.00			1,831.65	
60117	MICHAEL CARLSON	02/05/16	67550	2.00		N	54.89	
60117	MICHAEL CARLSON	02/19/16	67660	16.00		N	452.21	
Total for Employee				18.00			507.10	
60120	JIMMY DENTON	02/19/16	67662	8.00		N	195.95	
Total for Employee				8.00			195.95	
60122	TIARRA FISHER	02/05/16	67554	2.00		N	47.03	
60122	TIARRA FISHER	02/19/16	67664	16.00		N	376.20	
Total for Employee				18.00			423.23	
60077	JOSE GONZALEZ	02/19/16	67652	8.00		N	313.06	
Total for Employee				8.00			313.06	
60115	ZACHERY HON	02/05/16	67549	26.00		N	735.62	
60115	ZACHERY HON	02/19/16	67659	24.00		N	679.03	
Total for Employee				50.00			1,414.65	
50169	AMBER KARSHNER	02/19/16	67649	5.50		N	133.16	
50169	AMBER KARSHNER	02/19/16	67649	3.50		N	84.74	
Total for Employee				9.00			217.90	
60112	DAVID MERRYMAN	02/05/16	67547	28.00		N	1,043.83	
Total for Employee				28.00			1,043.83	
60097	WILLIAM REED	02/05/16	67546	5.00		N	213.29	
60097	WILLIAM REED	02/19/16	67656	8.00		N	341.27	
Total for Employee				13.00			554.56	
160037	KARI WELCH	02/19/16	67666	8.00		N	250.46	
Total for Employee				8.00			250.46	

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 Pay Type - 0 Overtime
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Department Number - 6 FIRE Program Number - FIRE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
60119	TONY WRIGHT	02/05/16	67551	26.00		N	721.77	
60119	TONY WRIGHT	02/19/16	67661	8.00		N	222.08	
Total for Employee				34.00			943.85	
160017	PEDRO ZARAZUA	02/05/16	67555	19.00		N	773.29	
160017	PEDRO ZARAZUA	02/19/16	67665	48.00		N	1,953.58	
Total for Employee				67.00			2,726.87	
Total for Program - FIRE				368.00			12,184.94	
Total for Department - 6 FIRE				368.00			12,184.94	
120153	HECTOR GARIBAY	02/19/16	67678	2.00		N	30.81	
Total for Employee				2.00			30.81	
240122	EUSTACIO GONZALES	02/05/16	67571	4.00		N	100.09	
240122	EUSTACIO GONZALES	02/19/16	67681	2.00		N	50.04	
Total for Employee				6.00			150.13	
120134	DENNIS HENDERSON	02/05/16	67566	2.00		N	42.75	
120134	DENNIS HENDERSON	02/19/16	67676	2.00		N	42.75	
Total for Employee				4.00			85.50	
120089	CLAUDE LACY	02/05/16	67564	4.00		N	86.78	
Total for Employee				4.00			86.78	
120154	ROY ROBINSON	02/05/16	67569	2.00		N	32.97	
Total for Employee				2.00			32.97	
220049	MURPHY SMITH	02/05/16	67570	.50		N	14.01	
220049	MURPHY SMITH	02/19/16	67680	2.00		N	56.05	
Total for Employee				2.50			70.06	
Total for Program - PUBLIC SERVICES				20.50			456.25	
Total for Department - 12 PUBLIC SERVICES				20.50			456.25	
Total for Fund - 1 GENERAL FUND				622.50			21,065.38	
220134	RONDALL COLEMON	02/05/16	67581	4.00		N	61.62	
220134	RONDALL COLEMON	02/05/16	67581	19.50		N	300.40	
220134	RONDALL COLEMON	02/19/16	67691	1.00		N	15.41	

Pay Type - 0 Overtime		Pay Type History Report						
Fund Number - 2 UTILITY FUND		Department Number - 22 UTILITY LINE MAINTENANCE		Program Number - UTILITY LINE MAINTENANCE				
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Employee				24.50			377.43	
220135	ERNEST DICKEY	02/05/16	67582	1.00		N	15.41	
220135	ERNEST DICKEY	02/19/16	67692	.50		N	7.70	
Total for Employee				1.50			23.11	
220138	BRODERICK FRANK	02/19/16	67695	4.00		N	65.94	
220138	BRODERICK FRANK	02/19/16	67695	9.50		N	156.61	
Total for Employee				13.50			222.55	
220102	RODNEY GAMBLE	02/19/16	67687	2.00		N	49.80	
Total for Employee				2.00			49.80	
220137	SAMUEL JENKINS	02/05/16	67584	2.50		N	41.21	
220137	SAMUEL JENKINS	02/05/16	67584	3.50		N	57.70	
220137	SAMUEL JENKINS	02/19/16	67694	1.00		N	16.49	
Total for Employee				7.00			115.40	
220118	MICHAEL JORDAN	02/05/16	67578	4.00		N	84.40	
220118	MICHAEL JORDAN	02/05/16	67578	7.00		N	147.70	
Total for Employee				11.00			232.10	
120151	MARSHALL KNIGHT	02/05/16	67576	1.00		N	19.01	
120151	MARSHALL KNIGHT	02/19/16	67686	4.00		N	76.04	
120151	MARSHALL KNIGHT	02/19/16	67686	1.00		N	19.01	
Total for Employee				6.00			114.06	
Total for Program - UTILITY LINE MAINTENANCE				65.50			1,134.45	
Total for Department - 22 UTILITY LINE MAINTENANCE				65.50			1,134.45	
240123	VALENTIN GARCIA	02/05/16	67589	6.00		N	120.21	
240123	VALENTIN GARCIA	02/19/16	67699	6.00		N	120.21	
240123	VALENTIN GARCIA	02/19/16	67699	2.00		N	40.07	
Total for Employee				14.00			280.49	
260008	STEVE GASSAWAY	02/05/16	67593	4.00		N	105.65	
260008	STEVE GASSAWAY	02/19/16	67702	1.00		N	26.41	
260008	STEVE GASSAWAY	02/19/16	67702	4.00		N	105.65	
Total for Employee				9.00			237.71	
240101	RONALD REED	02/05/16	67587	2.00		N	50.12	
240101	RONALD REED	02/05/16	67587	5.75		N	144.09	
Total for Employee				7.75			194.21	
260010	DILLON SMITH	02/05/16	67594	2.00		N	34.49	

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Pay Type - MO Mid Overtime
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Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50186	EVELYN ARREDONDO	02/05/16	67524	12.00		N	437.40	
Total for Employee				12.00			437.40	
50191	DASHIELL CANTU	02/05/16	67528	13.00		N	449.42	
50191	DASHIELL CANTU	02/19/16	67637	1.00		N	35.14	
Total for Employee				14.00			484.56	
50139	RICHARD GARCIA	02/05/16	67508	12.00		N	684.61	
Total for Employee				12.00			684.61	
50204	KENNETH HERNANDEZ	02/05/16	67537	12.00		N	390.53	
Total for Employee				12.00			390.53	
50190	NICOLE PERALES	02/05/16	67527	12.00		N	448.54	
Total for Employee				12.00			448.54	
50154	TIAWANNA PORTER	02/05/16	67514	12.00		N	290.39	
Total for Employee				12.00			290.39	
50196	JOSE SANTOS	02/05/16	67531	4.00		N	139.64	
Total for Employee				4.00			139.64	
Total for Program - POLICE				78.00			2,875.67	
Total for Department - 5 POLICE				78.00			2,875.67	
Total for Fund - 1 GENERAL FUND				78.00			2,875.67	
Total for Pay Type - MO Mid Overtime				78.00			2,875.67	
Grand Totals -				78.00			2,875.67	